

**FOURTH AMENDMENT TO THE AGREEMENT FOR
IMPLEMENTATION OF A CUSTOMER RELATIONSHIP
MANAGEMENT (CRM) SOFTWARE SOLUTION BETWEEN THE CITY
OF SAN JOSE AND
APPLICATIONS SOFTWARE TECHNOLOGY LLC**

This Fourth Amendment to the Agreement by and between the City of San José (hereinafter “City”), a municipal corporation, and Applications Software Technology LLC, a Delaware limited liability company registered to conduct business in the State of California, (hereinafter “AST” or “Contractor”), is entered into on the date of execution by City (“Effective Date”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on November 15, 2016, City and Contractor, as Applications Software Technology Corporation, an Illinois corporation registered to conduct business in the State of California, entered into an agreement entitled “Agreement for Implementation of a Customer Relationship Management (CRM) Software Solution” (“Agreement”); and

WHEREAS on January 5, 2017, Contractor filed a “Certificate of Surrender of Right to Transact Intrastate Business” as Applications Software Technology Corporation and filed an “Application to Register a Foreign Limited Liability Company (LLC)” with the California Secretary of State; and

WHEREAS, on January 11, 2018, City and Contractor executed Change Order #1 to add professional services for ongoing maintenance, supplemental support and bug fixes, critical system issue resolution, and new features and enhancements; and

WHEREAS, on June 7, 2018, City and Contractor executed Change Order #2 to add additional professional services for ongoing maintenance, supplemental support and bug fixes, and new features and enhancements; and

WHEREAS, on May 13, 2019, City and Contractor executed the First Amendment to the Agreement to increase the maximum compensation for additional professional services for supplemental support and bug fixes, and new features and enhancements; and

WHEREAS, on November 25, 2019, City and Contractor executed Change Order #3 to add additional professional services for new features and enhancements; and

WHEREAS, on January 22, 2020, City and Contractor executed Change Order #4 to add additional professional services for new features and enhancements; and

WHEREAS, on April 29, 2020, City and Contractor executed the Second Amendment to the Agreement to increase the maximum compensation for new features and enhancements,

including Spanish and Vietnamese translation integration, Recycle Plus service delivery, architecture remediations, and related technical and professional services; and

WHEREAS, on September 22, 2020, City and Contractor executed Change Order #5 to add additional professional services for new features and enhancements; and

WHEREAS, on May 17, 2021, City and Contractor executed the Third Amendment to the Agreement to bifurcate supplemental services for Recycle Plus and Non-Recycle Plus scope items, add additional scope to complete the Recycle Plus project, reallocate funds to cover support and maintenance of the mobile application for the full initial term, and increase the maximum compensation;

WHEREAS, City and Contractor now wish to further amend the Agreement to increase the maximum compensation to build new services on the new Visual Builder Cloud Service portal and mobile application, which is a low-code or no-code platform;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 8 of the Agreement, entitled “COMPENSATION,” is hereby amended to read as set forth below:

The total contract price in U.S. dollars shall not exceed **One Million Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Three Dollars (\$1,666,983)** during the Initial Term (“Maximum Compensation”). The terms, rates, and schedule of payment are set forth in the attached Eighth Revised EXHIBIT B, entitled “Compensation and Payment Schedule.” Contractor shall submit to City invoices for System implementation at the completion of each milestone but no more frequent than monthly and that include a breakdown of Services as provided in the attached Eighth Revised EXHIBIT B, entitled “Compensation and Payment Schedule.” City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. The City shall make best efforts to ensure timely payments. In the event invoices become overdue, the City shall promptly notify Contractor of the nature of the delay, and both Parties shall make reasonable effort to reconcile and resolve the source of the delay concerning the payment in question. The liability of the City at any time shall be limited to the amount remaining under this Agreement.

SECTION 2. EXHIBIT A “Scope of Services” is hereby amended as set forth in Addendum #8 to EXHIBIT A “Scope of Services,” which is attached hereto and incorporated herein.

SECTION 3. Revised Appendix A4 “Price List” is hereby amended as set forth in Second Revised Appendix A4, which is attached hereto and incorporated herein.


SECTION 4. Seventh Revised EXHIBIT B “Compensation and Payment Schedule” is hereby amended to read as set forth in the Eighth Revised EXHIBIT B, which is attached hereto and incorporated herein.


SECTION 5. All terms and conditions of the original Agreement not specifically modified by this Fourth Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective name below.


City of San José (“City”)
a municipal corporation

**Applications Software Technology LLC
 (“Contractor”)**
a Delaware limited liability company

By: 
Jennifer Cheng
Deputy Director, Finance
Date: Sep 30, 2021

By: 
Shaji Zechariah
President
Date: 09/29/21

APPROVED AS TO FORM:

By: 
Diana Yuan
Deputy City Attorney

ADDENDUM #8 TO EXHIBIT A SCOPE OF SERVICES

- 1 Contractor agrees to provide to City additional services as follows:**
 - 1.1 Technical services to add additional service types into SJ311 as prioritized by the City and in accordance with specifications and requirements as defined in SUPPLEMENTAL WORK ORDER FORMS for each service in accordance with Section 4 of Eighth Revised Exhibit B “Compensation and Payment Schedule” of the Agreement.
 - 1.2 Contractor will bill the City for each additional service when features and functionality defined in SUPPLEMENTAL WORK ORDERS are signed off on by the City and successfully published into production.
 - 1.3 Contractor will provide, at the City’s request, supplemental professional services as described Section 5 of Eighth Revised Exhibit B “Compensation and Payment Schedule”.
 - 1.4 The City reserves the right to reject designated Contractor personnel who are unable to perform requested services in a timely manner.
 - 1.5 The City agrees to provide Contractor with a work order requesting and authorizing the provision of professional services as required by the City. The work order will specify the type and duration needed for the professional services. Contractor shall not bill the City for any services for which a work order and authorization have not been received.
- 2 Expansion of SJ311 to a low-code or no-code platform with new features and enhancements**
 - 2.1 Develop, test, stage, and support/assist with City testing of new services on low-code or no-code platform.
 - 2.2 New features and enhancements shall be identified and specified in writing to the Contractor by the City’s Project Manager.
- 3 Contractor shall designate a primary point of contact for all support issues and an escalation manager in the event issues require escalation. The City reserves the right to reject designated Contractor personnel who are unable to perform requested services in a timely manner. In such cases, the issue will first be escalated to the designated escalation manager.**
- 4 Contractor shall provide City with access to its Service Desk Tool for creating and tracking tickets.**
- 5 City agrees to provide Contractor with the following:**
 - 5.1 Identification and specifications in writing to the Contractor for the work to be performed.
 - 5.2 A designated City Escalation Manager in the event escalation is required.
 - 5.3 Access to existing development and test environments, tools, portals, etc. as needed.
 - 5.4 Access to the City’s key users and management as required for interviews, system testing, and decision-making to facilitate timely completion of project tasks.

- 5.5 Access to documentation, information, and data related to the in-scope applications.
- 5.6 Access to additional information as required to enable/assist Contractor with troubleshooting and issue resolution of integrated products (e.g. 3rd party application information when dealing with API issues, etc.).
- 5.7 City’s Project Manager will ensure that internal resources complete required tasks in a timely fashion.
- 5.8 City’s Project Manager and key users will be able to make timely decisions on the issues raised by the project team.
- 5.9 City personnel will be assigned to the project per an agreed upon staffing profile between the City and Contractor. The City’s Project Manager and key user’s time will be made available for the duration of the project for interviews, system demonstrations, system testing, decision-making, and other project related tasks.
- 5.10 City will endeavor to review deliverables and provide comments/corrections within five (5) business days of Contractor making deliverables available for review. Delays exceeding five (5) business days may result in changes to timeline.
- 5.11 City’s Project Manager will ensure appropriate delivery support from members not part of Contractor delivery teams. Delivery support shall include interface development (meetings, delivery of documentation, etc.) and timely delivery of application configurations so as not to impact the delivery schedule.
- 5.12 City will be responsible for making facilities and required infrastructure available for tasks such as training and conference room pilots.
- 5.13 City’s Project Manager shall coordinate User Acceptance Testing.
- 5.14 The City’s Project Manager shall sign-off on final acceptance of fixes, new features, enhancements, etc. after full quality assurance has been completed by the Contractor and prior to implementation in the production environment.

6 Acceptance by City

- 6.1 Work performed pursuant to this Amendment will be evaluated against the following standards:

Standard	Evaluation
Easy to Use	<p>In usability testing, at least 3 of 4 users can complete the primary task(s) in a reasonable amount of time. Tests will be conducted on both a desktop computer and a mobile device. All “calls-to-action” related to the task are above the fold on a desktop and mobile device.</p> <p>(City of San José staff will test the web and mobile functionality to determine, based on agreed metrics, if it meets this standard before signing off on acceptance of the finished deliverable.)</p>
Easy to Understand	<p>All written content must use plain language at a maximum 8th grade reading level. Page titles must be action-oriented and use primary keywords associated with the task.</p> <p>(City of San José staff will make sure the content provided to Contractor meets</p>

Standard	Evaluation
	this standard.)
Error-Free	<p>Production deployed configuration will have no P1 or P2 category defects. Contractor will define a joint plan with city plan for identifying P3 and P4 defects to be addressed as part of Post-Production deployment support plan. See below for defect classification.</p> <p>(City of San José staff will test the web and mobile functionality to determine, based on agreed metrics, if it meets this standard before signing off on acceptance of the finished deliverable.)</p>
Mobile-Friendly	<p>Content is legible on a mobile device with no need for user to zoom or scroll horizontally.</p> <p>(City of San José staff will test the web and mobile functionality to determine, based on agreed metrics, if it meets this standard before signing off on acceptance of the finished deliverable.)</p> <p>This is dependent on the capability of the product (Oracle), device limitations, and the volume of content on the screen. Contractor shall identify any issues and determine legibility during the design phase.</p>
Accessible	<p>Content must meet the Web Content Accessibility Guidelines (WCAG) Level AA standard.</p> <p>(City of San José staff will test the web and mobile functionality to determine, based on agreed metrics, if it meets this standard before signing off on acceptance of the finished deliverable.)</p>
Fast	<p>Content must take no longer than 3 seconds to load on a mid-tier mobile device using a mobile network.</p> <p>(City of San José staff will test the web and mobile functionality to determine, based on agreed metrics, if it meets this standard before signing off on acceptance of the finished deliverable.)</p> <p>This is dependent on the capability of the product (Oracle) and device limitations.</p>

Priority	Definition
P1 – Blocker	These are incidents that render critical business function unavailable (i.e. business is halted or impaired and no work around) (for example, cannot book orders, cannot bill).
P2 – Critical	It is defined as an incident where the system / application is operating with severe restriction (for example, performance is unacceptably slow; some functionality is not available) (e.g. missing or inaccurate content).
P3 – Major	It is defined as an application problem where acceptable workaround exists. The majority of the functions are still available. Some circumvention may be required to re-establish normal service (e.g. broken links).
P4 – Minor	It is defined as an application problem isolated to a few users and / or non-critical tasks (e.g. Typos).

SECOND REVISED APPENDIX A4 - PRICE LIST

1 FIXED PRICE PROJECT

The fixed pricing below shall support up to one million citizens and businesses, 100+ City staff members administering service requests and escalation, and 1000+ City Staff members updating assigned service requests within stated pricing.

	Initial Term						5-Year Total
	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	
Software Subscriptions:							
Oracle Service Cloud Subscriptions ¹ <small>(year 1 is for the term 12/01/16 – 6/30/17)</small>		\$69,566	\$119,256	\$119,256	\$119,256	\$119,256	\$546,590
Total (Oracle Service Cloud Subscriptions) <i>Does Not Contribute to Maximum Compensation Total</i>		\$69,566	\$119,256	\$119,256	\$119,256	\$119,256	\$546,590

	Initial Term						5-Year Total
	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	
Implementation Services:							
Project Management, Planning & Analysis		\$19,776					\$19,776
Configuration & Implementation		55,024					55,024
Mobile App & online Development ²		17,600					17,600
SMS Texting Functionality		6,000					6,000
APIs, including following <ul style="list-style-type: none"> • Salesforce (2 interfaces), • Infor EAM (2 Instances, 4 Interfaces), • Assumption: 2 Interfaces per Application, total 6 	6	31,800					31,800
End User Training		20,400					20,400
Administrator Training		12,200					12,200
Testing		24,400					24,400
Dashboard	5	22,500					22,500
Miscellaneous ³ <small>(i.e., travel if applicable)</small>		10,200					10,200
Mobile App Support/Maintenance ² (modified Third Amendment)		7,583	13,000	13,000	13,000	18,417	65,000
Subtotal (Implementation Only)		\$227,483	\$13,000	\$13,000	\$13,000	\$18,417	\$284,900
Supplemental Work Order – Non-Recycle Plus (per Section 3 below) Not-to-Exceed Amount (modified Third Amendment)							
Change Order #1							60,095
Change Order #2							39,905
First Amendment							65,000
Change Order #3							76,900
Change Order #4							23,100
Second Amendment							777,500
Change Order #5							0
Supplemental Work Order – Recycle Plus (per Section 5 below) Not-to-Exceed Amount (added Third Amendment)							40,000
Additional scope to complete Recycle Plus project (added Third Amendment)							10,000

Additional scope to add new services to the new low-code, no-code web and mobile applications. Assist with development, testing, deployment and post go-live support for new features and enhancements (added in this Fourth Amendment)							200,000
Subtotal							\$1,382,083
Maximum Compensation Total							\$1,666,983

Note: Price list above is based on “Pricing Assumptions” listed below in Section 2.

Notes:

¹To be purchased directly from Oracle under a separate agreement. Detailed license list included in Oracle agreement.

²The mobile app must be refreshed periodically in terms of functionality, with current mobile operating system. The City requires that any new app development be quoted as a subscription based service.

³Reimbursable expenses shall include travel expenses, which will be reimbursed based on actual cost but limited to the current Internal Revenue Service maximum rates for mileage and per diems according to the federal government, general services schedule for the continental United States.

2 PRICING ASSUMPTIONS:

2.1 Mobile App

2.1.1 Mobile application development will be performed using cross-platform mobile framework, extensions, and tools.

2.1.2 Mobile app will be maintained for iOS and Android versions supported as current by their makers for the duration of this contract.

2.1.3 The mobile app will be tested for the leading Apple iOS and the leading Android smartphone devices in the US market for a total of four tested configurations.

2.1.4 Tablets will be supported as per Oracle supported specifications.

2.2 Project Assumptions:

2.2.1 This assumes a budget of \$200,000 to build new services on the VBCS platform. The number of services that can be built within this budget depends on the complexity of each service. Before AST begins work on any new service, AST will supply a Work Order form detailing the scope, timeline and cost of that service. Any service(s) that exceeds the budget will have to go through the Change Control process.

2.2.2 If certain configuration updates need to be made to the Oracle Service Cloud product as a pre-requisite to the new services, this budget will be used towards it.

2.2.3 The scope is fixed as per this document. The resource and cost estimates will be based on fixed scope, which will be outlined in the Work Order form, for each service. Within two weeks of kick-off, the Contractor and City will set a firm project schedule. Any requested changes to project scope, time line, approach or resources will be subject to a formal Change Control process and may result in an increase to project costs or change

- project status. Contractor and City will jointly control requirements to ensure successful project execution.
- 2.2.4 City management, including the project manager and key users, will be able to make timely decisions on the issues raised by the project team.
 - 2.2.5 The City will have subscriptions for all required modules secured prior to the start of the implementation project. Contractor will assist where possible.
 - 2.2.6 The City will make documentation, computer programs and data related to the existing applications available to the Contractor project team in a timely manner. City will facilitate meetings with integration Contractors as required.
 - 2.2.7 Contractor consultants will honor all holidays observed by the City, although, with permission, may choose to work on holidays and weekends when appropriate. There would be no premium charges for working during holidays or weekends.
 - 2.2.8 The City will be responsible for making facilities available and required infrastructure ready for tasks like Training, and others. Contractor will adhere to City security policies and practices in their presence at City facilities.
 - 2.2.9 The City will provide remote access to Contractor consultants so that work can be done remotely.
 - 2.2.10 No SSO will be implemented for citizens on the OSvC (Oracle Service Cloud) Customer Portal.
 - 2.2.11 Any security, authentication, or firewall ports that need to be opened, etc., will need to be provided by the City.
 - 2.2.12 City will be responsible for the installation, setup and system maintenance of the integration environment to host the interfaces Contractor will provide specifications and facilitate necessary Oracle setups and configurations.
 - 2.2.13 The City will be responsible for making any changes/enhancements in any third party systems/applications to facilitate the integration. The City will align the Contractor team with the appropriate resources to make modifications to each environment in a timely manner that adheres to the project schedule outlined above.
 - 2.2.14 The City will provide Contractor appropriate access to the VB Studio (Visual Builder Studio), OSvC, VBCS (Visual Builder Cloud Service), OIA (Oracle Intelligent Advisor) and IDCS (Identity Cloud Service) environments for design, development, unit testing and deployment activities.
 - 2.2.15 Contractor consultants assigned to the project shall be provided an account with OSvC Connect Web Services for SOAP access for the interfaces. Contractor will facilitate necessary Oracle setups and configurations.
 - 2.2.16 Implementation timelines are tentative and based on the ability of both the City and Contractor to have OSvC, VB Studio, VBCS, OIA and IDCS environments provisioned for delivery based on this timeline. Risk of unknown or unforeseen delays are possible based on the nature of this engagement.
 - 2.2.17 Maps functionality for Customer Portal will be implemented using Google Maps APIs. (Completed during initial launch in 2017)

- 2.2.18 Bing Maps will be used in Agent Console add-in controls as they provide native .NET control capability. (Completed during initial launch in 2017)
- 2.2.19 The City will procure (if required) and provide any API keys for access to third-party data (Salesforce, Map APIs, etc.). (Completed during initial launch in 2017)
- 2.2.20 Integration(s) to Salesforce.com will occur from OSvC Custom Processes and/or UI (agent console add-ins) and will use REST or SOAP web services to communicate with that platform. (Completed during initial launch in 2017)
- 2.2.21 Salesforce.com REST APIs will be available and exposed when development begins. (Completed during initial launch in 2017)
- 2.2.22 The City will be responsible for providing any third-party system, API, or other account information not being delivered by Contractor at the time development starts as to not impede the project timeline.
- 2.2.23 Efforts for each of the new services being added will assume only the following:
 - 2.2.23.1 Language translation on the VBCS Portal & Mobile app is limited to using the Out of the Box google language widget
 - 2.2.23.2 Integration with Google Maps on the VBCS Portal& Mobile app will be limited to displaying a map with the ability to drag & drop a pin onto an address within the map.
 - 2.2.23.3 Integration with District service on the VBCS Portal & Mobile app will be built to identify which council district the address associated to incident/service request belongs to.
 - 2.2.23.4 Existing email templates will be updated in English, Spanish & Vietnamese. The creation of new email templates is not in scope.
 - 2.2.23.5 Spanish & Vietnamese verbiage will be provided by the city for the existing Email templates
 - 2.2.23.6 If changes are needed to the existing integrations with the back end systems – Salesforce, AppOrder, and Recycle Plus Vendors via OIC (Oracle Integration Cloud), as a pre-requisite to the new service, this will have to be scoped and costed as part of the Work Order form.
 - 2.2.23.7 If Point to point integrations (via Email or API based) to/from Service cloud is needed for the new external systems, this will also have to be scoped and costed as part of the Work Order form.
 - 2.2.23.8 Existing integration of AutoML would be limited to the custom description field which gets translated by Google AutoML API
 - 2.2.23.9 The Out of the Box incident table will be considered for storing the service request data. If a requirement is identified which requires the need for the creation of a custom table a change order process needs to be followed.
 - 2.2.23.10 If Creation of new reports or updating of existing reports is needed for the new services, this will have to be scoped and costed as part of the Work Order form.
 - 2.2.23.11 Forms built on VBCS will use available components and any wireframes provided by City will need to be adjusted to meet the product’s capabilities.

- 2.2.23.12 Browsers considered for testing using a desktop would be limited to – Edge & Chrome for windows laptops & Safari on Macs
- 2.2.23.13 Browsers considered in testing via mobile devices are Chrome for Android os devices and Safari & Chrome for iOS devices
- 2.2.23.14 Any policies by Apple or Google which affect the app generated by VBCS would not be in AST control
- 2.2.23.15 Existing authentication built as part of the VBCS migration is considered. Any new authentication mechanism is not considered in scope
- 2.2.23.16 City will ensure the Service cloud application is upgraded to the latest or up to 2 older releases of service cloud to ensure the latest APIs are available. Upgrading the service cloud application and related efforts are not considered in scope.
- 2.2.23.17 If the purchase and configuration of certificates is required for Security (SSL), Android, Apple and any other relevant systems (either developer and/or production) the actual cost of the certificates will be charged to the City.
- 2.2.23.18 Regression testing will be performed by City personnel.
- 2.2.23.19 The City will liaise with Oracle along with AST on any known issues on the PaaS platform which may impact the built out of the solution.
- 2.2.23.20 VBCS project upgrade is not in scope. If AST identifies the VBCS project needs to be upgraded before the start/implementation of new service, the change request process will be followed.
- 2.2.23.21 Any delays caused by product issues which are out of AST control will require a change request to account for additional resource time needed.
- 2.2.24 If any request deviates from the scope and assumptions outline in this agreement AST will assess the impact to the timeline and effort and follow the appropriate change order process. Due to the short timeframe for new services, City of San Jose would be responsible for regression testing.
- 2.2.25 The City will be responsible for ADFS configuration for agent SSO. The Contractor shall assist the City and provide information as may be required.
- 2.2.26 The City will provide HTML/CSS desktop and mobile style guides that are available for Customer Portal development. (Completed during initial launch in 2017)
- 2.2.27 Agents will leverage the OSvC agent console for this implementation.
- 2.2.28 All agent-based customizations (agent console) will be performed in the OSvC agent console; not the browser UI.
- 2.2.29 The City does not desire email integration for incident intake at this time.
- 2.2.30 City will need to own subscription/licenses for any address completion service.
- 2.2.31 Contractor will provide a one-time contact data import of up-to 500,000 records that includes first name, last name, email address, mobile phone, home phone, and address. The City would need to provide this information to Contractor in single-row-per-record CSV format. (Completed during initial launch in 2017)

- 2.2.32 City will be responsible for the Agent Workstations meeting Oracle Service Cloud Workstation Operating Requirements for the Application Download.
- 2.2.33 The project requires the City to have the Oracle Service Cloud and other Oracle Products (VBCS, IDCS, OIA, VB Studio) provisioned for the project to begin.
- 2.2.34 Oracle Service Cloud, VBCS, VB Studio, IDCS and OIA being a SaaS application is updated through patches and releases by Oracle. Contractor will collaborate with Oracle Support to help get such any application issues resolved. However, Contractor has no control over the resolution time for such product issues and should not be held responsible for any delays caused due to product issues. Contractor will keep customer updated regarding any such issues during the course of the project and any delays in the project timeline due to such issues will be handled through the project change control process. Contractor will transition unresolved issues (that are not critical to Go-Live) to the customer IT team at the end of the engagement.

3 ADDITIONAL ITEM COSTS – NON-RECYCLE PLUS (as required and subject to City Approved Supplemental Work Order Form)

	Technical Services Description	Estimated Incremental Price*
1.	Additional Service Group Intake Forms	\$5,000/each
2.	Additional APIs	\$5,300/each
3.	Additional Dashboards	\$4,500/each
4.	Additional data integration with Work Order Systems	\$5,000/each
5.	Additional User Interface labels, email content, and messages	\$5,000/each
	NOT-TO-EXCEED AMOUNT (up-to 1000 Hours) (modified in Third Amendment)	\$89,583

*price is estimated, and actual cost may be adjusted depending on complexity

4 OPTIONAL PRICING (as required and subject to City Approved Change Order Form)

Description	\$ Amount
Develop Unique App (i.e., for each specific District)	\$26,400
Social media Relationship Management	\$19,200
Solutions Development	N/A
Oracle Social Relationship Management (minimum 25 users)	N/A
Oracle Social Relationship Management (unlimited users)	N/A

5 ADDITIONAL ITEM COSTS – RECYCLE PLUS (as required and subject to City Approved Supplemental Work Order Form)

	Technical Services Description	Estimated Incremental Price*
1.	Additional APIs	\$5,000/each
2.	Additional User Interface labels, email content, and messages.	\$5,000/each
3.	Additional data integration with Work Order Systems	\$5,000/each
	NOT-TO-EXCEED AMOUNT	\$40,000

*price is estimated, and actual cost may be adjusted depending on complexity

EIGHTH REVISED EXHIBIT B COMPENSATION AND PAYMENT SCHEDULE

1 COMPENSATION AND PAYMENT TERMS

- 1.1 The maximum amount payable for all services provided under this Agreement shall not exceed **One Million Six Hundred Sixty-Six Thousand Nine Hundred Eighty-Three Dollars (\$1,666,983)** during the initial five-year term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms, following acceptance of designated milestones as shown below in Table B1-Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed, and City has approved the Milestone for which payment is due.
- 1.3 Payment for any part or parts of the System implementation provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any or all of the System, which does not conform to the Specifications or other requirements of this Agreement. Portions of the System implementation, which are rejected shall be promptly corrected by Contractor. If components of the System contain defects not reasonably apparent on initial inspection, City reserves the right to require prompt correction by Contractor in accordance with Contractor's warranty obligations.

2 PROJECT PERFORMANCE & PAYMENT SCHEDULE

- 2.1 Following execution of this Agreement, work shall begin on a date mutually agreed upon by the Parties. All timeline dates are understood to be close of business, 5:00 p.m. Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) day payment terms.
- 2.3 Invoicing procedure: The City agrees to compensate Contractor for the Services performed in accordance with the terms and conditions of this Agreement. Contractor shall invoice the City on a upon completion of each milestone according to Table B1 listed below:

Table B1: Payment Schedule

Phase	Del #	Description	Fees
Design	P1A-01	Project Kick-off	\$21,990
	P1A-02	Project Plan	32,985
Model	P1A-03	Technical and Functional Design	32,985
Verify	P1A-04	System Integration Testing Completed	32,985
	P1A-06	User Acceptance Testing Completed	32,985
Deploy	P1A-07	Train-the-Trainer Training Delivered	10,995
	P1A-08	Go-Live with OSvC Applications	32,985
	P1A-09	Post-Production Support Complete (Project Accepted)	21,990
Implementation Services Subtotal			\$219,900

Phase	Del #	Description	Fees
Language Translation, Recycle Plus, and Architecture Remediations / Enhancements (Added Amendment #2 and Amendment #3)	P1A-10	Implement Translation for One Service as Proof of Concept	\$25,000
	P1A-11	Spanish and Vietnamese Translation: San José 311 Website	154,900
	P1A-12	Spanish and Vietnamese Translation: San José-311 Mobile Application and Website Chat	173,000
	P1A-13	Recycle Plus	399,600
	P1A-14	Architecture Remediations	25,000
	P1A-15	Mobile App Language Translation Regression Testing	17,721
	P1A-16	Additional scope to complete Recycle Plus project.	10,000
	P1A-17	Implement VBCS Proof of Concept (POC)	40,560
	P1A-18	Rebuild Existing SJ311 in VBCS	110,160
	P1A-19	Post Go-Live support	4,559
Amendment #2 and #3 Services Subtotal			\$787,500

Annual Mobile Application Support/Maintenance	
- Year 1 (12/01/16 – 6/30/17)	\$7,583
- Year 2 (7/01/17 – 6/30/18)	13,000
- Year 3 (7/01/18 – 6/30/19)	13,000
- Year 4 (7/01/19 – 6/30/20)	13,000
- Year 5 (7/01/20 – 6/30/21 11/30/21) (modified Third Amendment)	13,000 18,417
Support/Maintenance Subtotal	\$65,000

Description	Fees
Implementation Services	\$219,900
Mobile App Support and Maintenance (modified Third Amendment)	65,000
Supplemental Services – Non-Recycle Plus (as may be required) Not-to-Exceed* (modified Third Amendment)	89,583
Change Order #1	60,095
Change Order #2	39,905
First Amendment	65,000
Change Order #3	76,900
Change Order #4	23,100
Second Amendment	777,500
Change Order #5	0
Supplemental Services – Recycle Plus (as may be required) Not-to-Exceed* (added Third Amendment)	40,000
Additional scope to complete Recycle Plus project (added in Third Amendment)	10,000
Additional scope to add new services to the new low-code, no-code web and mobile applications. Assist with development, testing, deployment and post go-live support for new features and enhancements** (added in this Fourth Amendment)	200,000
TOTAL COMPENSATION NOT-TO-EXCEED	\$1,666,983

*Supplemental Services are subject to a City-approved Supplemental Work Order Form (EXHIBIT E).

** Completion of each new service added under this scope item constitutes a “milestone” in accordance with the performance, acceptance, and compensation requirements outlined in Sections 1 and 2 of this Eighth Revised Exhibit B.

3 RENEWAL PERIOD COMPENSATION

- 3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) for ongoing services at the same rates as the final year of the Initial Term unless otherwise quoted and agreed to in writing by the Parties.
- 3.2 Price Renegotiation. Contractor may request adjustments to the compensation rates 60 days prior to an option term. Contractor shall provide information justifying reasons for any increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase more than the Consumer Price Index if applicable, over the previous year’s fees, unless otherwise negotiated.
- 3.3 City shall provide Contractor prior written notice in the form of EXHIBIT F of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.

4 SUPPLEMENTAL WORK ORDER FORM (for additional “in-scope” services)

In the event the City requires supplemental services for additional in-scope work as described in Revised Appendix A4 Price List (Item 3 and 5), Contractor shall provide a written quotation that includes all costs to complete the supplemental service requested and shall obtain approval before start of work using the Supplemental Work Order Form in EXHIBIT E. Upon receiving City's written approval to proceed with the supplemental service, Contractor shall perform the supplemental service at a time mutually agreed upon by Contractor and City according to quoted price.

5 CHANGE ORDER FORM (for additional “out of scope” services)

5.1 Supplemental Services

5.1.1 “Supplemental Services” are ad hoc services related to those set forth in this Agreement, but not specifically identified herein. Contractor shall provide Supplemental Services on a level-of-effort basis as authorized in advance, in writing, by the Director of Finance pursuant to Section 7 Change Order Procedure and Authorization.

5.1.2 In the event the City requires additional services beyond the Scope of this Agreement, Contractor shall provide a written quotation, at no cost to the City, of the type of Supplemental Services requested and the time required to complete the requested work.

5.1.3 Supplemental professional service rates shall not exceed the following:

Additional Services	Hourly Rate 11/15/16 – 4/21/20	Hourly Rate Beginning 4/22/20
Solutions Architect	\$160	\$165
Programmer (Offshore)	\$55	\$57
Project Manager	\$160	\$165
Configuration Specialist (Offshore)	\$55	\$57
Trainer (Functional Consultant)	\$155	\$160
Configuration Specialist (Onshore)	\$155	\$160
Technical Analyst (Offshore)	\$55	\$57

5.1.4 Reimbursable expenses shall include travel expenses, which will be reimbursed based on actual cost but limited to the current Internal Revenue Service

maximum rates for mileage and per diems according to the federal government, general services schedule for the continental United States.

- 5.1.5 Contractor may adjust hourly rates upon justification and approval by City. In no event, shall the adjusted rates increase by more than 3%.
- 5.2 City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall not exceed the agreed-upon supplemental service rates in Section 5.1.1 above and must be good for at least 90 days.
- 5.3 Quotes must be approved by the City through an executed Change Order prior to any work being performed.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Jonathan Stein
EMAIL: jonathan.stein@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 09/30/21
TO: shaji zechariah
EMAIL: szechariah@astcororation.com
PHONE: 630.778.1180

TOTAL PAGES:
(INCLUDING THIS PAGE) 18
TO: _____
EMAIL: _____
PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT **IN BLUE INK**
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO JONATHAN STEIN AT JONATHAN.STEIN@SANJOSECA.GOV.

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER AND/OR EMAIL ADDRESS
- PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: IT Products and Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661960

Contractor: Applications Software Technology (AST) Corporation

Address: 1755 Park Street, Suite 100, Naperville, IL 60563

Phone: 408.242.1374

Email: mjayasimha@astcorporation.com

Contract Description: Amendment #4 to the Agreement for Implementation of a Customer Relationship Management (CRM) Software Solution.

Term Start Date: 12/1/2016 Term End Date: 11/30/2021 Extension: Select one

Method of Procurement: RFP RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 4/21/2020

Agenda Item No.: _____

Resolution No.: _____

Ordinance No.: _____

Original Contract Amount: \$374,483

Amount of Increase/Decrease: \$200,000

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$1,666,983

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No

Tax Certificate No.: 9444882700

Expiration Date: 12/15/2021

Department: Finance (49)

Department Contact: Jonathan Stein

Customer (Finance Only): ITD

Notes: Insurance verified and on file.