Exhibit A

AMENDMENT No. 2 CONTRACT No. 30002095

On-Call SalesForce Developer Services

This Agreement was made and entered into on the 10th day of September, 2011, by and between **Centerstance**, **Inc.**, a Washington corporation, hereinafter called "Contractor," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "City," by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The Effective Date of this Amendment is ______. The purposes of this Amendment are to change Contractor's name and to increase the value and extend the term of the Agreement.

The Parties hereby agree to amend the Agreement as follows:

- 1. The name of Contractor is hereby changed from "Centerstance, Inc." to "NTT Centerstance, Inc.," reflecting a change of ownership. Contractor's Employer Identification Number is unchanged.
- 2. The not-to-exceed value of the Agreement is increased by **\$62,378.00**, from \$28,750.00 to **\$91,128.00**, to cover the additional Services set forth in Exhibit A to this Amendment, Statement of Work, and Exhibit B to this Amendment, Contractor's Proposal. The hourly rates set forth in the Agreement shall apply to all work performed.
- 3. The term of the Agreement is extended to June 9, 2016, from June 9, 2013.

All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

The Parties agree that they may execute this and future amendments by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND

NTT CENTERSTANCE, INC.

Chief Procurement Officer D	ate Authorized Signature	Date
Approved as to Form APPROVED AS TO FORM	Printed Name and Tit Address:	

Amendment No. 2 Contract No. 30002095

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NTT Centerstance, Inc.

EXHIBIT A AMENDMENT No. 2 CONTRACT No. <u>30002095</u>

STATEMENT OF WORK AND PAYMENT SCHEDULE

1. Summary of Project

1.1 Background Information. The City of Portland, Bureau of Planning and Sustainability (BPS) promotes integrated land use planning and development based on sustainability principles and practices. BPS also develops and implements policies and programs that provide environmental, economic and social benefits to residents, businesses and government, which strengthen Portland's position as an international model of sustainable practices and commerce. BPS combined three business-assistance programs (BEST Business Center, Portland Composts!, and Recycle at Work) into one integrated program which required augmentation of its web-based Salesforce CRM tool, the "BPS' Recycle at Work Information System (BRAWIS)." The City conducted a competitive procurement to obtain a vendor to provide on-call services Salesforce Developer services to support the redesign and continued enhancement of BRAWIS. Centerstance ("Contractor") was awarded this Contract on the basis of the competitive procurement.

1.2 Project Goal and Scope. The City of Portland's goal for this Statement of Work is to obtain Services from Contractor to make certain modifications to Salesforce as set forth in this Statement of Work and in Contractor's Project Proposal, Exhibit B to this Amendment.

2. Summary of Tasks and Deliverables

Contractor shall provide the following Deliverables. Details on each task/project are set forth in Exhibit B to this Amendment, Contractor's proposal.

Summary of Tasks		
Task No. and Elements	Descriptions	
Task/Project 1	Create an on-line Certification Form that businesses can use to indicate which actions they're taking to qualify for certification. The program would like this form to automatically upload data into that business' account in Salesforce – or create a new account for the business if one doesn't currently exist.	
Deliverables	An on-line Certification Form based on City-provided form that auto-uploads data into Salesforce	
Dependencies	City will provide all style sheets, images, and logos required	
Acceptance Criteria	 On-line form has look and feel of paper certification document. Data uploads happen without error 	
Task/Project 2	Re-order the Actions in the Checklists as they appear to users	
Deliverables	Modified sequence of actions in the Checklists	

Summary of Tasks		
Task No. and Elements	Descriptions	
Dependencies	City-provided document outlining the order in which actions should appear to the user	
Acceptance Criteria	Actions are appearing in the revised order on all checklists in Salesforce	
Task/Project 3	Make enhancements to the database to better track and report on the different relationships the program has with businesses including full service vs. one-off businesses and new vs. existing businesses	
Deliverables	Modified Account page or Custom Object for Analytics Four Reports Two Dashboards	
Dependencies	City-provided document "Request for Scope of Work: BRAWIS Enhancement"	
Acceptance Criteria	The enhancements to track and report on full service vs. one-off businesses and new vs. existing businesses works as designed.	

3. Work to be Performed by the City

City personnel shall make reasonable efforts to ensure personnel are available as needed to meet with Contractor and provide such information as required. BPS has assigned a project manager who will oversee the tasks and schedule and provide support as needed.

4. **Project Schedule**

The Tasks/Projects will be performed separately during the term of the Contract and may have intervals between them. Each individual Task/ Project will be completed by a date as mutually agreed by the Parties in writing.

5. Change Orders

Changes to this Statement of Work, Deliverables, or the Project Schedule will be mutually agreed and documented in a Change Order. Changes to the terms and conditions of the Contract or to the Contract Price will require an Amendment to the Contract.

6. Place of Performance

Contract performance will take place at City facilities and Contractor facilities, as agreed with the City Project Manager.

7. Project Management

7.1 The City's Project Manager from the Bureau of Planning and Sustainability (BPS) is Sara Nosanchuk.

<u>Contact Information:</u> Sara Nosanchuk, Operations Manager 1900 SW Fourth Avenue, Suite 7100 Portland, OR 97201 e-mail: Sara.Nosanchuk@portlandoregon.gov phone: 503-823-7872

The City may change a Project Manager from time to time upon written notice to Contractor.

7.2 The Contractor's Project Manager is <u>TBD</u>.

Contact Information: T B D

8. Contractor Personnel and Subcontractors

Contractor shall assign the following personnel to do the work in the capacities designated, including all Subcontractors.

Name	Role on Project
TBD	

Contractor shall assign the following Subcontractors to perform work in the capacities designated:

Name	Role on Project
-NONE -	

9. Acceptance Criteria and Acceptance Test Plan

Acceptance Criteria and Acceptance Test Plans shall be reviewed jointly by the City's Project Manager, Contractor personnel, and technical experts from the City's Bureau of Technology Services as needed. Acceptance Criteria and Acceptance Test Plans shall be agreed in writing. When agreed, the Acceptance Criteria shall be incorporated into this Statement of Work by reference.

Once a Deliverable has successfully passed an Acceptance Test, the City will issue an Acceptance Certificate. Deliverables not requiring Acceptance Testing are required to meet the relevant Acceptance Criteria prior to issuance of an Acceptance Certificate or other written Acceptance.

10. Price and Payment Terms

The City shall pay Contractor for the Work described herein at the Prices set forth below. Payment is contingent upon Contractor's satisfactory compliance with all provisions of the Contract and this Statement of Work and the City's issuance of written Acceptance for all Deliverables described in this Statement of Work.

TOTAL	\$ 62,378.00
Task/Project 3	30,975.00
Task/Project 2	8,720.00
Task/Project 1	\$ 22,683.00

Payment milestones for the initial phase of this Project are as follows:

Contractor shall provide a single invoice for the full amount of the Contract upon final Acceptance by the City of all Deliverables. Any travel expenses shall be separately itemized on the invoice.

Payment shall be issued by the City thirty (30) Calendar Days from the date of the invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of Deliverables and/or Services; and the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed; and the title and phone number of the responsible official to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to vendor. Contractor shall also attach photocopies of any claimed reimbursable expenses.

Payment of any bill does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum from the next progress payment until the dispute is resolved.

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EXHIBIT B AMENDMENT No. 2 CONTRACT No. <u>30002095</u>

CONTRACTOR'S PROPOSAL

Project 1: Create an online certification form

Recommended Solution:

Unauthenticated Sites - email w/URL

Proposed:

Two 1.5 hour sessions for requirements gathering/review Development work One email template Three 1.5 hour prototyping sessions

Total Est. Hours		98
Total Est. Price	•	\$22,683

Assumptions:

City of Portland provides style sheets and all images/logos needed Based on provided "On line certification form" provided by City of Portland

Salesforce Recommendation - Unauthenticated Sites:

- **Content** Because your sites will be available to the public, don't publish anything inappropriate or confidential.
- **Testing** Test your site for every type of visitor and any kind of demand. Although your site may perform well on a test with 10 people, it could fail if thousands visit. Also, test different browsers to ensure all visitors have the same experience.
- **Performance and daily limits** Salesforce.com imposes some limits on your sites pages. Make sure you're aware of these limits so your visitors' experience is not degraded by poor performance. Refer to the <u>Caching, Performance, and Daily Limits</u> page for more information.
- Schema design This design influences database management and information retrieval. Well-written queries and careful schema design are key for top performance, especially for high-traffic sites. Also consider indexing your design schema to optimize data retrieval.

- Site design When building your site, take into account whether you're porting an existing site or building a new one. Porting existing sites may affect the site's performance.
- Web authentication If you need a password protection or visitor authentication, build your site using a <u>customer</u> or partner portal to prevent access to protected content.

Out of Scope:

Configuration beside email template Data Migration System Integration

Project 2 - Reorder the actions in the checklists

Recommended Solution:

Based on provided document "Check list re-order"

Proposed:

Two 1.5 hour requirements gathering/review sessions Development work Two 1.5 hour prototyping sessions

Total Est. Hours	38
Total Est. Price	\$8,720.00

Assumption:

Check list values stored are on the object

Out of Scope:

Configuration and Development work other than checklist reorder Reports Data Migration System Integration

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Project 3-Reporting

Issue 1 – Full Service

Recommended Solution:

Modification of Account Page 2 reports and 1 dashboard

Proposed:

Two 1.5 hour requirements gathering/review sessions Modification of Account Page 2 reports and 1 dashboard Two 1.5 hour prototype sessions One 2 hour training session

Total Est. Hours	68
Total Est. Price	\$14,140

Assumption:

Based on City of Portland document "Request for Scope of Work: BRAWIS Enhancement" Enhancement 1 Issue 1.

Out of Scope:

Configuration and Development work other than reporting need outlined **Data Migration** System Integration Development

Issue 2– New vs. Existing

Recommended Solution:

Custom object for analytics 2 reports and 1 dashboard

Proposed:

Two 1.5 hour requirements gathering/review sessions Modification of Account Page Custom object for analytics 2 reports and 1 dashboard Two 1.5 hour prototype sessions

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One 2 hour training session

Total Est. Hours	81
Total Est. Price	\$16,835.00

Assumption:

Based on City of Portland document "Request for Scope of Work: BRAWIS Enhancement" Enhancement 1 Issue 2.

Out of Scope:

Configuration and Development work other than reporting need outlined Data Migration System Integration Development