# Performance Management

Statement of Work

Submitted To:

City of Franklin



Attn: Russell Truell, Chief Financial Officer
& Michael Walters Young. Business Process Improvement Manager

March 31, 2015

Submitted By:

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# Proposal for Services

## Executive Summary

Socrata is pleased to offer this proposal to the City of Franklin in response to its request. The City of Franklin will procure Socrata's technology services pursuant to United States General Services Administration Contract No. GS-35F-0598S.

Socrata proposes to enter into a highly collaborative partnership with the City of Franklin for the purpose of delivering and supporting a **Web-Based Performance Measurement and Management Software program** for collecting, transmitting, exchanging, assimilating, transforming, analyzing and presenting performance indicator data within various departments and also with the citizens of Franklin.

Leveraging its rapidly deployable, cloud-based Socrata Data Experience Platform, Socrata and its professional services team will quickly and cost-effectively deliver to the requirements for your project.

The key and unique elements Socrata brings to meet the needs of this project include:

- **A Proven, Secure Cloud-based Platform**. The Socrata Data Experience Platform was designed for collecting, transforming, assimilating, analyzing, visualizing and presenting data between stakeholders in various data-sharing relationships including: public data dissemination; internal data reporting, analytics and publishing; and multi-sided data exchanges between trusted partners in a data ecosystem. Our cloud-hosted platform has successfully passed rigorous information security assessments and certifications, including the Federal Information Security Management Act (FISMA) audit.
- **The Performance Management Solution of the Most Progressive Public Organizations in the World.** Socrata Open Performance powers the performance management solutions of the most widely recognized "Stat" frameworks including: KCStat of Kansas City, Cook County STAR Program, Baltimore's CitiStat (coming soon), Maryland's StateStat, Washington's GMAP, San Mateo County's Stat Initiative and many more.
- **Unmatched technical capabilities and expertise in data-driven decision making and performance reporting.** Success on this project requires a partner who can deliver an elegant solution for both data publishers AND the decision-makers who must consume the data. Socrata excels at flexibly collecting and managing complex data, and using it to power simple and intuitive dashboards that make it understandable and actionable.
- **A Unique Spirit of Partnership**. We're flexible and easy to work with. We understand that the full scope of the project isn't yet fully understood and that the breakthrough, enduring benefits of the program will be discovered throughout our partnership. We embrace collaborative development for the purpose of discovering the unique innovations that will result in better outcomes and impact.
- **Significant Relevant Experience**. Socrata has delivered over 150 successful data sharing projects to date, including: collecting data in high latency, low bandwidth environments; collecting and assimilating data from a variety of input methods – web forms, file uploads, email submission and APIs; federating data from multiple data-exchange partners into a master data domain; and summarizing and presenting data via innovative dashboards. Our proposed team brings a unique combination of technology expertise, domain knowledge in performance

management methodologies, and experience working with other similar organizations on their knowledge management and data initiatives.

- **Speed of Delivery**. We offer a turnkey, cloud-based solution suite, with powerful data experience design tools to create and implement the required end-to-end solution within 6 weeks of our agreement in place.
- **Pace of Innovation**. Throughout your Open Performance implementation, we'll innovate rapidly to improve, enhance, perfect and tune the delivered solution. Our platform can quickly and cost-effectively scale to support Franklin's evolving needs for data sharing and dashboarding.

Our solution for the City of Franklin will consist of a data exchange platform where each participating department will get a dashboard for managing, viewing and analyzing their own datasets and a converged data repository that aggregates all department's data in one master data. The City of Franklin site will have a unified executive dashboard presenting a summarized view of the aggregated data received from the participating departments, along with dynamic reports based on more granular requirements. The solution will include data upload, ingest and workflow mechanisms to allow all departments to easily and effectively transmit their data into their dashboard, as well as provide standard's based APIs and data export formats for extracting data into other tools as needed.

## Software and Services Proposed

### Proposed Solution Overview

Socrata's approach to all projects is to work transparently, collaboratively and iteratively with frequent communication with the customer. In a design partnership project we form a joint design and delivery team with the customer, working cohesively in a rapid-paced, agile environment.

Socrata understands not only the initial requirements for this project, but that flexibility is required to meet future needs as they arise during the course of our partnership. We thrive in undefined environments. The success of our projects hinges on what we call *"The Five P's"*: people, platform, products, process and partnership. We'll put the right people on the project. We'll leverage our proven platform and products. We'll run the project with a process that has repeatedly demonstrated success. We'll form a partnership with you so that we're aligned in vision and the definition of a successful outcome.

The following software and services have been proposed to satisfy the technical requirements and associated Socrata responses and cost proposal. Modifications can be made to the software and services packages below as additional information about requirements and the solution surface. Socrata ultimately aims to satisfy the City of Franklin's budget, functional, and timeline requirements with the proposed solution set.

## Software
- ❖ Socrata Data Experience Cloud
- ❖ Socrata Open Performance
  - ➢ Hosted Performance Management Solution
  - ➢ 2 Master Dashboards with federated data from each department
  - ➢ 1 Dashboard for each department
  - ➢ Unlimited ad-hoc reports
  - ➢ 150 datasets total
  - ➢ Unlimited user licenses
  - ➢ Perpetual software upgrades
  - ➢ Product support

## Services
Socrata will deploy a best practice Knowledge Transfer Approach with focus on getting the City of Franklin and departments up to speed with a workshop approach that lets your administrative users build out their own performance measures, performance targets and dashboards.
- ❖ Installation and hosting services
- ❖ Open Performance Standard Launch Package
- ❖ Project charter
- ❖ Kickoff call and up to (10) weekly meetings through launch date
- ❖ DNS and SSL setup
- ❖ Site skinning, styling, and CSS
- ❖ Custom header and footer
- ❖ Initial data upload and curation of up to 5 datasets
- ❖ Socrata-led initial setup of 1 dashboard with 1 complete goal
- ❖ Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard
- ❖ Training and Knowledge Transfer Approach to Solution Self Sustainability
  - ➢ 1 class focused on site administration and metadata management
  - ➢ 1 class focused on data visualization and analysis
  - ➢ 1 class focused on report creation, customization and management
  - ➢ 1 executive class focused on familiarizing program leaders with their executive dashboard
  - ➢ 1 API classes focused on developer training
  - ➢ Unlimited access to scheduled online classes, Socrata University 101 and 201, which will cover data uploads, data management and data visualization.
  - ➢ Open enrollment in Socrata University 101, 201 and API 101 classes for any staff
- ❖ This package also includes the help from our marketing and public relations team to help you with your public launch. Including a PR kit, support for a kickoff event, and collateral to share with internal staff.

# Document Purpose

This Statement of Work (SOW) outlines professional services activities and deliverables that Socrata, Inc. (Socrata) will provide. The document defines the services that will be provided by Socrata as part of this project, and outlines activities, tasks and deliverables below.  It describes expectations for customer participation in the project and includes project assumptions.

# Statement of Work

This Statement of Work (SoW) outlines professional services activities and deliverables that Socrata will provide. The document defines the Professional Services that will be provided by Socrata as part of this project, and outlines activities, tasks and deliverables below.  It describes expectations for customer participation in the project and includes project assumptions.  We would be happy to discuss these in detail as needed to ensure our support matches the needs of your organization.

## Implementation

The Socrata Performance Management Implementation Methodology ensures a rapid and successful deployment of the Open Performance Solution in order to support your performance management program with purpose-built technology and expert advisory services. As part of the engagement process, the Socrata team works closely with the your performance management program office, from project kickoff and setting a program charter, through to go-live and launch.  The methodology maps to the key success steps in setting up a data-driven management program:

● 1- Setting and formulating strategic goals
● 2- Collecting data and mapping it to key priorities
● 3- Dynamically visualizing prevailing metrics and indicators
● 4- Measuring progress against goals using internal dashboards
● 5- Democratizing report creation and distribution
● 6- Communicating progress to and engaging with citizens.

A complete and fully functional instance is provisioned immediately upon contract signature and this marks the beginning of the service period. The implementation period is dedicated to branding, training and data loading.  The final stage of the implementation is acceptance of the branding/look-and-feel of the site before it goes live to the public.  If changes needed to be made there will be iterations of changes and acceptance until the site is ready for go-live.

The proposed launch package includes a mix of technical consulting and advisory services over the expected 10-week period:

● (1) Kickoff call and up to (10) weekly meetings through launch date
● Site setup including: DNS and SSL, site configuration and, styling,
● Custom header and footer
● Real-time integrated help connecter for support.socrata.com
● 2 Site Administration training sessions
● 2 Data Publishing and Visualization training sessions
● 2 Goal-setting and Dashboard Creation training sessions
● 2 Report creation and customizations training sessions
● Socrata-led initial data upload and visualization of up to 5 datasets
● Socrata-led initial setup of 1 dashboard with 1 complete goal
● Client-led, Socrata-assisted, end-to-end configuration of 2 more strategic goals, visualized on the organization's dashboard
● Access to technical support and expert assistance throughout the project
● 15 hours of Advisory Services that can be allocated towards developing a project charter; Developing a data-driven goals framework; Successfully running a Stats Program and Stats Meetings; Reviewing internal communication; Best practices in engaging with citizens
● This package also includes active assistance from our marketing and public relations team to help craft and launch a successful communication strategy, including a PR kit, support for a kickoff event, organizing a webinar, and collateral to share with internal staff
● One onsite engagements of up to 2 days. The rest will be managed and delivered remotely using web and telephone conferencing

Total professional services hours not to exceed 90 hours in aggregate among Socrata staff

In addition to the administration training offered during implementation, Socrata offers access to webinars starting with our 'Socrata 101' class. Advanced classes cover a variety of topics, including integration, API usage and advanced visualizations. As part of the implementation services, Socrata will also provide remote training session for the City's Administrators in order to fully equip them to administer the City's Open Performance. Socrata will also provide online training material to be consumed at will by users.

Implementation includes the following additional professional services activities, deliverables, and assumptions:

## Development

Vendor will develop the agreed upon functionality and web site design, including:

● Developing agreed upon homepage (web page) and graphic elements for the Open Performance Platform to match the look and feel of the City of Franklin website, with no major changes to the overall design of the interface.

## User Acceptance Testing

Vendor will verify that the agreed upon mockups have been integrated into the system. Socrata will crosscheck Statement of Work to ensure all agreed upon specifications have been met, including:

- Verifying all business requirements have been met
- Participate in user test review meetings.
- Respond to reported issues and defects
- Evaluate incidents and assist in resolving any issues.
- Make the necessary changes, modifications and enhancements, to correct and resolve all defects and discrepancies.
- Testing agreed upon web site user navigation functionality

## Project Management & Quality Assurance

Socrata will provide management oversight on all aspects of the project, including development and subsequent maintenance. Socrata will provide quality assurance during all phases of the project. Tasks to be performed by Socrata will include:

- Developing and maintaining a project work plan indicating: staffing resources, timeframes, tasks and activities, dependencies and deliverables for all participating parties.
- Develop weekly project status reports and conducting status update meetings.
- Maintaining issue resolution and change management processes for the project.
- Ensuring that industry best practices are used.
- Monitoring knowledge transfer between vendor and staff.

# Assumptions

The project includes the following additional assumptions:

● All chart-based visualizations must be reproducible via the Socrata Open Performance Platform as a saveable 'Custom View'. Socrata reserves the right to halt development should it be determined that a given chart-based visualization cannot be created via this interface.

● All changes to design elements, data, report filtering and other UX elements following the official Functional Requirements Review constitute a change in scope

● We often reuse a single page type to power multiple subpages. This would represent one 'page type' even though it could power multiple subpages.

● Report and dashboard pages are public and do not require user authentication

● No customizations to the Socrata Open Performance Platform product are included within the scope of this Statement of Work.

● The application will officially support the two most recent versions of Internet Explorer, Firefox, Chrome, and Safari.

● Timeline and deployment estimations are dependent on provision of correctly formatted data to Socrata

● Report and view types may not be changed following contract execution. Alterations or concatenations of report outputs will constitute a change in scope.

● Changes to high-level design assumptions will constitute a significant change in scope, and will be subject to a review by the Socrata team for potential re-estimation of this statement of work.

The project plan below is based upon a timeline for project starting no later than May 31st, 2015:

| Task | Timeline (following contract execution) | Responsibility | Resource |
| --- | --- | --- | --- |
| Provide design considerations for geographic visualization and custom site branding | Week 1 | City of Franklin | Project Lead, Web Team |
| Functional requirements & design review | Weeks 1-3 | City of Franklin/Socrata | Project Lead |
| Initial organization objective setting | Weeks 1-2 | City of Franklin | Department Lead |
| Data curation and migration to Socrata | Weeks 2-3 | Socrata *onsite engagement | Data Analyst |
| Objective creation | Weeks 3-5 | City of Franklin | Project Lead |
| Site configuration decisions | Weeks 3-7 | City of Franklin/Socrata | |
| Implement Open Data Portal | Weeks 3-8 | Socrata | |
| Implement Open Performance | Weeks 3-8 | Socrata | |
| QA and review | Weeks 7-9 | Socrata | |
| Training | Week 10 | Socrata | |

The following schedule assumes that tasks are delivered within the indicated timeline. Changes or alterations to datasets, as well as proposed functionality, will extend the duration of the engagement accordingly.

| Stage | Wk 1 | Wk 2 | Wk 3 | Wk 4 | Wk 5 | Wk 6 | Wk 7 | Wk 8 | Wk 9 | Wk 10 |
|---|---|---|---|---|---|---|---|---|---|---|
| 1: Strategy and Tactics, Project Kickoff | ▓ | ▓ | | | | | | | | |
| 2: Data Governance, Administration and System Planning | | ▓ | ▓ | | | | | | | |
| 3: Training | | | ▓ | ▓ | ▓ | ▓ | ▓ | ▓ | | |
| 4: Implementation & Data Conversion | | | | | ▓ | ▓ | ▓ | ▓ | | |
| 5: Testing & Evaluation | | | | | | | | | ▓ | ▓ |
| 6: Go-live | | | | | | | | | | ▓ |
| 7: Wrap Up and Next Steps | | | | | | | | | | ▓ |

## Stage Details

### Stage 1: Strategy and Tactics: Project kickoff, plan and framework

| Activity | Description | Deliverables |
|---|---|---|
| Pre-kickoff survey | Socrata will send an email survey prior to the project kickoff to gather key information about project goals, stakeholders and other information to inform project planning. | Pre-kickoff survey |
| Project kickoff meeting | Socrata will provide a draft agenda for review, hold a kickoff call via webconference, and provide a summary memo following the meeting | Project kickoff meeting<br><br>Project summary memo |
| Weekly Project Meetings | Socrata will conduct a weekly implementation call to review project status, resolve issues, and plan next steps during the process. Socrata will send a report each week during the implementation process that outlines completed tasks, tasks underway, and upcoming activities, as well as any outstanding risks or issues that must be addressed. | Online project plan with tasks and milestone dates |

### Stage 2: Data Governance, Administration and System Planning

| Activity | Description | Deliverables |
|---|---|---|
| Project plan | Socrata will create a project plan outlining project dates, tasks, and schedule. Balanced scorecard goals/metrics, charter and strategy will be established. | Online project workspace created<br><br>Online project plan with tasks and milestone dates |

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**Stage 3: Training**

| Activity | Description | Deliverables |
|---|---|---|
| Administrator Training | Socrata will provide training (as defined in #13c) to help your team learn how to administer and use your Open Performance instance | Administrator Training Session |
| Socrata University | Socrata will provide access to live web trainings via Socrata University including Socrata University 101, 201, and API 101 | Socrata University live webinars |

**Stage 4: Implementation & Data Conversion**

| | | |
|---|---|---|
| Design Discovery / Branding Guidelines | Socrata will discuss design considerations during the kickoff call. Customer should provide Socrata with existing logo, branding guidelines, or other design inputs. | Design discovery session |
| Visual Design | Socrata will develop a design comp for your Open Performance homepage | 1 design comp |
| Site skinning, styling, and CSS | Socrata will tailor the look and feel of the Open Performance instance to include the organization logo, metric tiles, a custom header and footer, and other styling to best match the branding guidelines and other materials provided by the customer. | Tailored site look and feel |
| Metrics Styling | Socrata will implement custom styling for your goal pages that aligns with both the overall site design, and the look and feel of the County balanced scorecard interface. | |
| Data Loading | Socrata will conduct a pre-launch data review, and work with your organization to identify data owners, candidate datasets and data sources for scorecard metrics | Data review |
| Metadata Configuration | Socrata will work with agency owners per metric, related documents and links per metric, narrative text, and goal images for metric page background | |

**Stage 5: Testing & Evaluation**

| Activity | Description | Deliverables |
|---|---|---|
| Customer Acceptance | Socrata will facilitate a round of customer acceptance testing and make changes to balanced scorecard datasets and pages as needed. | Customer acceptance testing completed |

**Stage 6: Go-live**

| Activity | Description | Deliverables |
|----------|-------------|--------------|
| Soft Launch | Socrata will coordinate with your team on a soft launch and conduct a one hour site review with your team. | Soft launch and site review |
| Go Live! | Socrata will coordinate with your DNS administrator to launch the site on your designated domain. | Site launch! |

**Stage 7: Wrap Up and Next Steps**

| Activity | Description | Deliverables |
|----------|-------------|--------------|
| Next Steps | Socrata will work with City of Franklin TN to identify next steps and facilitate ongoing support and training of city staff where needed. | Next steps defined |

## Price Quote

**City of Franklin**
Firm Fixed Price Quote

|  | SKU | Term | List Price | City of Franklin Discount | Extended Price |
|---|---|---|---|---|---|
| Open Performance Software Subscription | SOC-GS-B | March 31, 2015-March 30, 2016 | $45,000 | $(20,011) | $24,989 |
| Professional Services – Implementation | SOC-PS-GS-S | One-time | $18,750 | $(18,750) | $0 |
| Training & Support | SOC-SU-GS-B | March 31, 2015-March 30, 2016 | Included | Included | Included |
| **Total** |  |  | $63,750 | $(38,761) | **$24,989** |

Pricing and discounts contained within the proposal are based upon having a signed agreement in place on or before March 31, 2015.

# Appendix I – Socrata Product & Services Descriptions

Socrata's Open Performance is a performance measurement and reporting platform, designed specifically for government. Open Performance helps public sector leaders bring data, collaboration, and citizen feedback into the decision making process. It simplifies data-driven management, from goal setting, to measuring performance against goals, to communicating progress with internal stakeholders and citizens.

Open Performance takes advantage of Socrata's open data technologies to put performance data into employees' hands, so they can collect, visualize and share that data more easily. Open Performance also introduces these unique design features:

- Easy-to-use interfaces to organize performance data from multiple sources into one cloud-based "data warehouse" that all employees can access, without the need for user licenses.
- A consistent language and common definitions for performance measurement across departments.
- Dynamic dashboards that continuously review progress against goals and allow employees to understand how their programs are connected.
- Automatic calculation and reporting of progress against strategic goals.
- Intuitive drag-and-drop interfaces that give all employees the power to create dynamic reports, and share them with others, instantly.
- An interactive public dashboard that gives citizens easy access to performance information so they can easily understand what their government is doing and offer feedback

### Dataset

A dataset is a single physical collection of information, typically modeled as a table of rows and columns of data. Each Socrata Dataset contains queryable data and metadata that is controlled by the dataset publisher. A dataset may have zero or more views – filtered views, maps, charts, calendars or forms. These visualizations are unlimited, whether created by the Customer or their end-users and do not count as datasets.

The following type of datasets count towards the plan's dataset limit:
- Datasets created from an external database using the Socrata API
- Datasets created by uploading a data file (e.g. csv, xls…etc.)
- Datasets that are links to other web resources – referred to as "External Datasets"
- Datasets created by uploading non-data files (ZIP, PDF, …etc.)
- Datasets created by uploading geospatial files including KML/KMZ, shapefiles. Each of these geospatial files may contain up to 5 layers.
- Datasets created as part of a microsite

The list above applies to any published dataset, whether shared publicly or privately.

The following types of datasets do not count towards the plan's dataset limit:
- File attachments that are added to any published dataset
- Datasets created as a result of the Socrata ArcGIS Connector
- Federated datasets from an external domain
- Datasets that are still in Working Copy mode and have not yet been published
- Datasets created as mashups from other existing datasets.

Socrata and the Customer may agree to break up a very large dataset into multiple smaller datasets to improve performance, without counting these towards the plan's limit.

## Dashboard
An interactive web interface that groups multiple indicator and performance data on a screen. Dashboards show a graphical representation of the current status (snapshot) and historical trends of an organization's key performance indicators using charts and maps.

## Goals
Performance achievement targets that are set by the organization and are automatically measured in Socrata Open Performance.

# Appendix II - Agreement

**Signatures**
By signing below, the undersigned declares that he or she is authorized to execute this Agreement on behalf of Customer and acknowledge Customer's acceptance of all terms and conditions of this Agreement:

## Socrata:

**Socrata, Inc.**

## Customer:

**City of Franklin, TN**

By: _____
(Signature)

_____
(Name typed or printed)

_____
(Title)

_____
(Date)

By: _____
(Signature)

Ken Moore, M.D.
(Name typed or printed)

Mayor
(Title)

_____
(Date)

**Remittance**
To complete this addendum, please complete any open fields above relating to Customer, sign and date the form, and either 1) scan and email the completed form to steve.ellsworth@socrata.com or 2) fax the completed form to (206) 452-2010.

# Socrata General Terms & Conditions

**1.        Definitions**

The terms defined below or elsewhere in this Agreement will have their respective meanings when used in this Agreement.

"Confidential Information" means any information that a receiving party knows or has reason to know is confidential or propriety information of the disclosing party.  However, Confidential Information does not include any information that:  (a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Agreement; (b) is independently developed by the receiving party; (c) is acquired by the receiving party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the receiving party.  See also section 5, entitled "Confidentiality and Proprietary rights," of the City of Franklin Standard Procurement Terms and Conditions as attached.

"Customer" means the party signing the Order Form, including all employees, agents, representatives or contractors who use the Service on behalf of Customer.

"Customer Content" means any datasets, discussion forums, and other interactive areas, features or services which Customer creates, posts or stores or uploads to the Site, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Customer has not designated as private.

"Order Form" means the order form to which these terms are attached, which describes the Services to be purchased by Customer and the prices therefor.

"Private Customer Content" means Customer Content that Customer designates as private through the Socrata User Interface ("Socrata UI").  Private Customer Content will be treated as Confidential Information.

"Site" means the Customer web properties using the Socrata software applications under this Agreement.

"User" means any third party end user (who is not an employee, agent, representative or contractor of Customer) that accesses the Site.

"User Content" means any datasets, discussions, saved views and visualizations, comments and other data posted or submitted by a User in any discussion forums or other interactive areas through use of the Customer Content on a Site for which Socrata provides Services hereunder.

## 2. Limited License; Changes

(a)     License to Customer.  Customer is hereby granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Socrata, if any, for use by Customer with the Site ("Site Applications") and the Services, including the right to load, store and display Customer Content on the Site.  The license is subject to the terms of this Agreement and does not include the right to: (i) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Socrata; (ii) modify, reverse engineer or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (iii) use of the Site, the Site Applications or the Services other than for their intended purposes.  Customer will use the Site, Site Applications and the Services in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws.  Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Socrata, is strictly prohibited and may result in Socrata terminating the license.

(b)     Changes to Service.  Socrata regularly upgrades and updates the Services and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Customer with advance notification in this case.

## 3. Customer Password; Access to Private Customer Data

(a)     Customer Passwords.  Customer agrees to maintain the security of Customer's password or key provided by Socrata to access and load Customer Content on the Site and Customer should not share Customer's password with any third party.

(b)     Private Customer Content Access.  The Customer, using Socrata UI, will control access of Users to Private Customer Content.   The Services will restrict permissions to such Private Customer Content accordingly. Socrata is not responsible for verifying the identities of anyone using log-in credentials to access the Private Customer Content.

**4.      Fees; Payment**

Customer agrees to pay the fees described in the Order Form during the term of this Agreement ("Service Fees").  Platform Fees entitle Customer to certain data storage and data delivery levels each month, as measured in 'bytes' and detailed on the Order Form. If Customer exceeds the applicable Services monthly usage limits, Socrata will notify Customer of such overage.  Customer will either take steps to keep its usage under the applicable limits, or engage with Socrata to upgrade the Service to the appropriate usage level.  If Customer exceeds the monthly usage limits for 3 consecutive months during the term of this Agreement and has not engaged with Socrata to upgrade the Service to the appropriate usage level, Socrata may terminate the Services by written notice to Customer. Socrata may suspend Customer's access to the Service if Customer fails to pay Service Fees. Customer will reimburse Socrata for the reasonable travel related costs it incurs in connection with this Agreement, provided Customer has pre-approved said travel.  The reimbursable cost for lodging, meals and incidental expenses for any such pre-approved travel shall not exceed the U.S. General Services Administration's then-current per diem rates for Franklin, Williamson County, Tennessee.  The reimbursable cost for transportation and related expenses, such as airfare, car rental, fuel, mileage, parking and highway tolls, for any such pre-approved travel shall be for actual, reasonable and necessary expenses consistent with the prudent use of public funds and shall be documented with original receipts.  The City will not pay for time spent traveling.

Payment is due within thirty (30) days of invoice. If Socrata has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Socrata with a valid tax exemption certificate authorized by the appropriate taxing authority. If any charges are not received from Customer by the due date, then Socrata may terminate the Services by written notice to Customer in accordance with Section 15 (b), below.

**5.      Confidentiality**

To the extent permitted by the Tennessee Public Records Act (the TPRA), each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this Agreement.  To the extent permitted by the TPRA, the receiving party will protect Confidential Information of the disclosing party against any unauthorized use or disclosure to the same extent that the receiving party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information.  The receiving party will use any Confidential Information of the disclosing party solely for the purposes for which it is provided by the disclosing party.  This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the receiving party 's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by applicable law (e.g., the TPRA, or pursuant to a government order, applicable securities laws or legal process), provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof (e.g., so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the disclosing party.  See also section 5, entitled "Confidentiality and Proprietary rights," of the City of Franklin Standard Procurement Terms and Conditions as attached.

**6.    Customer Content**

(a)    <u>Customer Content</u>.  Customer is solely responsible for all Customer Content and the use of the interactive areas of the Site by Customer.  Customer agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) Customer Content that is (i) libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; (iii) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; or (iv) contains the private information of any third party, including, without limitation, Social Security numbers and credit card numbers. By posting any Customer Content, Customer represents and warrants that Customer has the lawful right to distribute and reproduce such Customer Content.

(b)    <u>No Liability for Content</u>.  Socrata takes no responsibility and assumes no liability for any Customer Content or User Content posted, stored or uploaded on the Site or Services by Customer or any third party, or for any loss or damage thereto, nor is Socrata liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Customer and its end users may encounter. Customer's reliance on any content that it obtains through use of the Site, the Site Applications and the Services is at Customer's own risk.

(c)    <u>Removal of Content; Violations</u>.  Although Socrata has no obligation to screen, edit or monitor any of the Customer Content or other non-Socrata provided content posted on the Site or to the Services, SOCRATA RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SITE OR UPLOADED TO THE SERVICES AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE CUSTOMER TO DO THE SAME, AND CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE. Any use of the Site, the Site Applications or the Services in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Customer's right to use the Site, the Site Applications and the Services.

7.    **Ownership; Licenses from Customer**

(a)    <u>Customer Content</u>.  Customer owns all Customer Content, including any intellectual property rights therein, but excluding the Suggestions described in Section 8 below.

(b)    <u>Socrata Ownership</u>.  Socrata solely owns the intellectual property in the Site and the Site Applications. Unless explicitly stated herein, nothing in this Agreement will be construed as conferring any license to Customer of any other intellectual property rights of Socrata or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

(c)      Licenses from Customer.

(i)      During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, sub-licensable royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Customer Content (excluding Private Customer Content) in connection with Socrata's provision of Services to Customer or to Socrata's provision of services to users.  Customer understands that once content has been provided to users, Socrata has limited ability to restrict or control that content.

(ii)      During the term of this Agreement, Customer grants Socrata and its affiliates a nonexclusive, royalty-free right to use, reproduce, modify, adapt, publish, create derivative works, distribute, perform and display any Private Customer Content solely in connection with Socrata's provision of Services to Customer.

(d)      Customer Marks.  Customer grants Socrata and its affiliates and sublicensees the right to display and use Customer's name, trademark and/or logos provided by Customer (the "Customer Marks") in connection with the Customer Content and the Site.  All goodwill associated with Socrata's use of the Customer Marks will inure to the benefit of Customer.

## 8.      Suggestions

By submitting suggestions or feedback to Socrata regarding the Site, the Site Applications or the Services, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer hereby grants Socrata an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.

## 9.      Infringement

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Socrata has adopted a policy of terminating, in appropriate circumstances and at Socrata's sole discretion, Users and Customers who are deemed to be repeat infringers. Socrata may also at its sole discretion limit access to the Services and Site and/or terminate the accounts Customer if Socrata receives complaints that the Customer Content infringes any intellectual property rights of others, whether or not there is any repeat infringement.

## 10.     Support

Socrata will provide support to Customer in accordance with Socrata's general support services described at http://support.socrata.com/home.

## 11      Publicity

Socrata may use the Customer Marks on Socrata's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Socrata with prior written consent.  Subject to pre-publication review, Customer may agree to participate with Socrata in the development and publication of a press release announcing the launch of the Services, a case study and reasonable requests for participation in live events highlighting Customer's use of the Services.  Notwithstanding the foregoing, Customer does not, and Socrata shall not ask or expect Customer to, endorse Socrata or its products and services.

**12.      Representations and Warranties**

Customer represents and warrants that (a) Customer owns and controls all of the rights to the Customer Content or Customer otherwise has the right to post such Customer Content to the Site; (b) the Customer Content is accurate and not misleading; and (c) the use and posting of the Customer Content does not violate this Agreement and will not violate any rights of or cause injury to any person or entity.  Customer acknowledges and agrees that Socrata may collect and analyze the data and data structures Customer or any User posts on the Site, whether private or public, and Customer's other activities on the Site in order to tailor the Services on Socrata to individual user needs and interests and make the Services the best possible user experience.

**13.      Reserved.**

**14.      Warranty Disclaimer**

THE SITE, SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOCRATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE.  WHILE SOCRATA WILL ATTEMPT TO MAKE CUSTOMER'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, SOCRATA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE SOCRATA'S REASONABLE CONTROL.  Notwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

**15.      Term; Termination; Survival**

(a)      <u>Term</u>.  The term of this Agreement is as set forth on the Order Form.  Thereafter, the Agreement will automatically renew for successive 12-month periods unless either party gives notice within 60 days of the end of the then-current term.

(b)      <u>Termination</u>.  If either party breaches this Agreement and does not cure such breach within 30 days of receipt of written notice from the other party of such breach, the non-breaching party may, without notice and in its sole discretion, suspend Customer's use of the Site, Site Applications and the Services (with respect to Socrata) or terminate this Agreement (with respect to both Customer and Socrata).  Upon termination, Socrata will take down the Site, Site Applications and Services (as applicable), delete any Customer Content stored on its systems (provided that Socrata may keep one copy of the Customer Content for archival purposes in the event of any future actions arising out of the Agreement) and delete any publishers and administrators unique to Customer's domain. CUSTOMER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CUSTOMER CONTENT POSTED OR STORED ON THE SITE AT CUSTOMER'S SOLE COST AND EXPENSE.

(c)      Survival.  Sections 1, 4, 5 6(a), 6(b), 7(a), 7(b), 8, 12, 15(b), 15(c), 17 and 19-23 shall survive termination of this Agreement.

## 16.      Limitation of Liability

IN NO EVENT WILL SOCRATA, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SOCRATA, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY EXCEED ANY FEES CUSTOMER PAID TO SOCRATA IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. Notwithstanding anything in this Section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

## 17.      Applicable Law and Venue

This Agreement will be governed by and construed in accordance with the laws of Tennessee, without resort to its conflict of law provisions. Each party agrees that any action at law or in equity arising out of or relating to this Agreement will be filed only in the state and federal courts located in Williamson County, Tennessee and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of this Agreement.

## 18.      Arbitration.  Intentionally Omitted

## 19.      Notices

Any notice provided pursuant to this Agreement will be in writing and will be deemed given (a) if by receipted email or facsimile, upon electronic confirmation thereof; (b) if by hand delivery, upon receipt thereof; (c) if by prepaid, certified or registered mail or courier, upon confirmation of the delivery of such mail by return receipt or signature confirmation; or (d) if by next day delivery service, upon such delivery.  All notices to Customer will be addressed to the address and person designated on the Order Form.  All notices to Socrata will be addressed to Socrata, Inc., 83 King Street, Suite 107, Seattle, WA 98104 Attn: VP Finance and Administration; Fax: 206-452-2010.

## 20.      Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by either party without prior express written approval of the other party. Notwithstanding the foregoing, a party may assign this Agreement to a third party in connection with a merger, acquisition, divestiture or business combination involving a party or a party's business unit to which this Agreement related where the assignee is bound by the terms of this Agreement.  The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each party. Socrata may subcontract the Services out to an Affiliate or a third party, provided, that Socrata remains responsible for all acts, errors or omissions of such subcontractors.

## 21.    Severability

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable portion had never been included. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

## 22.    Entire Agreement

This Agreement, including the City of Franklin, TN Standard Procurement Terms and Conditions as attached hereto and incorporated herein by reference, terminates and supersedes all prior understandings and agreements of the parties regarding the Site, the Site Applications, the Services and the other subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement does not alter in any way the terms or conditions of any other agreement Customer may have with Socrata, or its subsidiaries or affiliates, for other products, services or otherwise.

## 23.    U.S. Government Restricted Rights.

The Site, Site Applications and Services are commercial products, developed at private expense, and provided with restricted rights.  Use, reproduction, release, modification or disclosure of the Site, Site Applications and Services, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

# Standard Procurement Terms and Conditions
# City of Franklin, Tennessee

1.   Assignment/Subcontracting.  Intentionally Omitted.

2.   Time of the Essence.  The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.

3.   Taxes.  As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services.  Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate.  Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

4.   Notices.  Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt.  All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

|  In the case of the City:  |  In the case of Vendor:  |
|---|---|
| City of Franklin | Socrata, Inc. |
| Attn:  Purchasing Manager | CFO |

Re:  City of Franklin Contract No. 2014-0349

| 109 Third Ave. South | 83 S. King Street |
|---|---|
| P.O. Box 305 | Suite 107 |
| Franklin, TN  37065-0305 | Seattle, WA 98104 |
| FAX: 615/550-0079 | 206-452-2010 |
| E-mail: purchasing@franklintn.gov | contracts@socrata.com |

5.   Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. City may be required to disclose documents under state or federal law in accordance with Section 5 of the Socrata General Terms & Conditions.  City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information

in accordance with the processes and procedures set forth in such Section 5. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's action to not to disclose such documents or information required to be disclosed by law at the instruction of Vendor, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim. Indemnification procedures shall be as set forth in Section 10, below.

6. <u>Arbitration/Mediation.</u>  No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract.  No arbitration or mediation shall be binding.

7. <u>Waiver.</u>  Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers.  For a waiver of a right or power to be effective, it must be in writing signed by the waiving party.  An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

8. <u>Warranties/Limitation of Liability/Waiver</u>.  Intentionally Omitted

9. <u>Severability.</u>  If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

10. <u>Precedence.</u>  In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

11. <u>Indemnification.</u>  Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to claims that the Service infringes the intellectual property rights of a third party, or in personal injury or death as a consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin. Vendor (Indemnifying Party) must notify the City of Franklin (Indemnified Party) promptly

# Standard Procurement Terms and Conditions
# City of Franklin, Tennessee

in writing of any claim and provide the Indemnifying Party all authority, information and assistance, at the Indemnifying Party's expense, reasonably necessary to defend or settle such claim. The Indemnifying Party shall bear full responsibility for the defense of such claim (including any settlements); provided, however, that (a) the Indemnified Party shall be kept informed on a regular basis by the Indemnifying Party as to the status of any such claim, (b) any settlement that contains a stipulation to or acknowledgement of wrongdoing or requires any specific performance or other non-pecuniary remedy shall require the written consent of the Indemnified Party (which shall not be unreasonably withheld or delayed) and (c) the Indemnified Party shall have the right to participate in the defense of a claim at its own expense. Notwithstanding the foregoing, if the Services become, or in the opinion of Vendor may become, the subject of a claim of infringement, Vendor may at its sole discretion, (i) procure for City of Franklin the right to use the Services free of any liability, (ii) replace or modify the Services with functionally equivalent services to make its use non-infringing or, (iii) if neither of these alternatives is commercially reasonable, terminate the Agreement and pay City of Franklin a prorated portion of any fees paid in advance by City of Franklin (based on the remaining portion of Services period for which such fees were paid). This Section 11 states the sole and exclusive liability of each Party for any infringement of third party intellectual property rights.

12. <u>Additions/Modifications.</u>  If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability.  In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless:  (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

13. <u>Breach.</u>  Upon a breach by a party due to breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions due to a willful misconduct or gross negligence by such breaching party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("<u>Severability</u>") above, and may also have such other remedies as it may be entitled to in law or in equity.

14. <u>Default</u>.  Intentionally Omitted.

# Standard Procurement Terms and Conditions
## City of Franklin, Tennessee

**15.** <u>Entire Agreement.</u>  These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

**16.** <u>Survival.</u>  These Standard Procurement Terms and Conditions which by their meaning are intended to survive termination of this Agreement shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany as applicable.