

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Contract Award - Infor Public Sector for Electronic Permitting System Software Contracts

FOR AGENDA OF: 08-04-20 **BILL NO:** 20217

MAYOR'S APPROVAL: *Denny Dale*

DEPARTMENT OF ORIGIN: CDD CT

DATE SUBMITTED: 07-28-20

CLEARANCES: City Attorney *MKS*

Mayor's Office *JA*

Finance *PO*

Purchasing *TM*

ISD *TH*

PROCEEDING: Consent Agenda
(Contract Review Board)

- EXHIBITS:**
1. Subscription License and Services Agreement
 2. Order Form
 3. License Agreement
 4. Support Agreement
 5. Agenda Bill 20045

BUDGET IMPACT

| EXPENDITURE | AMOUNT | APPROPRIATION |
|--|---------------------|----------------|
| REQUIRED \$115,915.50 (General Fund) | BUDGETED \$396,000* | REQUIRED \$-0- |
| \$38,638.50 (Building Fund) | \$250,000* | \$-0- |
| \$154,544.00 (Total Contract Investment In Year One)*** | | |
| \$2,132,861 (Estimated Total Investment Over a Ten Year Period)*** | | |

*The FY 2020-21 Budget includes the following appropriations for this project in Account Number: 001-70-0661-15-675 General Fund – Community Development Department – Department Admin & Support Program – Capital Outlay – Computer Software Packages \$396,000 and Account Number 105-70-0664—15-675 Building Operating Fund – Community Development Department – Building Division Administration Program – Capital Outlay – Computer Software Packages \$250,000.

** The total contract investment in year one for the Infor PS contract of \$154,544 is comprised of \$150,894 in subscription costs and \$3,660 in maintenance costs.

*** The estimated total investment for the Infor PS investment of \$2,132,861 is comprised of \$2,122,595 in subscription costs and \$10,266 in maintenance costs over a ten-year period.

RECOMMENDED ACTION:

City Council, acting as the Contract Review Board, authorizes the Mayor to sign contracts in forms approved by the City Attorney with Infor Public Sector, Inc., of New York, New York, for the Electronic Permit System Software, including software subscriptions, licenses, maintenance, and support services in the amount of \$531,657 for Years 1-3 (Year 1 = \$154,554, Year 2 = \$177,189 , Year 3 = \$199,914). Annual Renewals for Years 4-10 total approximately \$1,601,204, but are subject to variability in years 7-10, dependent on the CPI.

HISTORICAL PERSPECTIVE:

From Spring 2015 through the present, City staff and managers responsible for the development review process, with assistance from Kennedy Consulting, LLC, Koné Consulting, LLC, and Communitas Planning, LLC, have been identifying, evaluating and implementing business process improvements and technology solutions. The primary purpose of this project is to meld the Planning, Site Development and Building Division processes into a seamless development review process that is:

- 1) supported by customer service that is timely, consistent, respectful, clear, accountable; and
- 2) conducted in partnership with the development community, with better tools and support to staff in performing their roles.

At the conclusion of Phase 1, a report was presented to City Council with specific recommendations regarding actions that the City should take in order to improve development review processes. Staff, consultants and stakeholders have made a great deal of progress on many actions, including actions identified for Phase 2 and Phase 3.

During Phase 3 staff were engaged in:

- implementing Electronic Document Review and electronic receipt of applicant materials,
- improving aspects of communication including webpage updates for 'Building in Beaverton,'
- exploring additional avenues of coordination including Service Provider Letters with partner agencies, inspection communication, and project closeout procedures.

The Development Review Process project uses a continuous improvement approach to facilitate outcomes, including:

- a shared vision for an improved process,
- a clear understanding among all process owners of the end-to-end process,
- open identification of inefficiencies or points of confusion that results in problem solving and testing solutions, and
- implementation of changes that improve customer and staff satisfaction.

With the assistance of BerryDunn, the identification of a vendor for a new Electronic Permitting System (EPS) has been a priority project that kicked off in early 2019. A new electronic permitting system will assist staff in managing the many workflow processes within development review and provide efficiencies for customers and greater access to information for community members. The Request for Proposal, selection process, and implementation of a new electronic permitting system is a Phase 4 action and the approval of contracts for software, software maintenance and implementation will bring the RFP process to a close.

INFORMATION FOR CONSIDERATION:

Phase 4 of this project was forecasted to include implementation of a new EPS. An EPS includes documenting and building workflows into a system that can track work. It is expected to increase internal and external customer service and increase ease of use for all users by:

- providing citizens with 24/7 access to information on projects that are under review within the City;
- providing project owners and their consultants with 24/7 access to
 - submit applications and permit requests to the City along with payment; and
 - review the status of their project(s), including application and permit review, approval, issuance, inspections, acceptance and bonding;
- assisting staff in managing the many workflow processes within the City's development review process;
- being integrated with Geographical Information Systems (GIS); and
- being available on mobile devices.

Request for Proposals (RFP) Process

A brief description of the City's RFP process for a new EPS is provided below. Additional information on the City's RFP process for a new EPS, facilitated by BerryDunn, is included in attached Agenda Bill 20045 (Exhibit 4), and includes:

1. Project Summary Memo
2. Project Summary Memo – Costs
3. Proposal Scoring – Round 2

The Project Summary Memo provided by BerryDunn, dated November 4, 2019, provides a great overview of the process that staff, facilitated by Berry Dunn, have been pursuing since January, 2019. Below is an additional overview of the Request for Proposals (RFP) process beginning with advertising of RFP 3524-19B.

The RFP was advertised in the *Daily Journal of Commerce* on July 3, 2019. A total of nine (9) proposals were received and opened at 2:00 PM on August 12, 2019. The proposals were reviewed by a selection committee comprised of City staff. All proposals were evaluated on the following factors: Functional (20 points possible), Technical (20 points possible), Approach (15 points possible), Experience (20 points possible), Cost (15 points possible), and Beaverton Equity Procurement Program (10 points possible). The selection committee members met and discussed their individual review of each proposal and came to a consensus score for each proposer, which is included in the Project Summary Memo.

Based on the evaluation criteria scoring, staff invited the top four (4) proposers receiving the highest scores for demonstrations. The demonstrations provided each of the top four (4) proposers with an opportunity for clarification and elaboration of each proposal and to respond to questions presented by staff. Demonstrations were 1-1/2 days per proposer and were held September 26, 2019 through October 11, 2019.

After demonstrations, staff determined that reference check phone calls were warranted for all four of the top proposers. Staff contacted multiple proposer references as well as other regional jurisdictions and asked for an hour of their time. Staff were able to schedule and conduct at least three reference calls for each proposer. Each reference phone call resulted in jurisdictions sharing their perspectives on one or more of the proposing companies and were completed October 23 through November 7, 2019, and on December 19, 2019.

On November 13, 2019, staff met with the Development Review Process Leadership Team to discuss status of the solicitation including differences and similarities in approaches to meeting the evaluation criteria by the top four (4) proposers, and the outcome of reference check phone calls and proposal costs, which are included in the Project Summary Memo – Costs. Based upon this discussion with the Leadership Team, it was determined that a core group of staff should conduct a site visit to a jurisdiction currently utilizing the TruePoint Solutions services and InforPS software prior to final scoring. Staff then reached out to jurisdictions that are implementing or have implemented InforPS. Staff were able to make arrangements with the City of North Vancouver, British Columbia, Canada. Four staff made a full-day site visit to the City of North Vancouver on December 13, 2019, during which the staff of the City of North Vancouver walked City of Beaverton staff through many of the challenges, successes and lessons learned through their implementation of InforPS with TruePoint Solutions.

After proposal review, demonstrations, reference checks and a site visit, staff convened a meeting to complete final scoring on December 20, 2019. With final scoring complete, staff presented their recommendation to the Leadership Team via email. Based upon the final scores, the Leadership Team approved a 'Notice of Intent to Award' for TruePoint Solutions as the top proposer for RFP 3524-19B.

On February 20, 2020, City Council, acting as the Contract Review Board Agenda Bill 20045 (Exhibit 4), authorized staff to enter into contract negotiations with TruePoint Solutions of Incline Village, NV for implementation of Infor Public Systems software to result in a new EPS for the City's Development Review Process. The result is that the City began negotiations with TruePoint Solutions for a Personal Services Contract for software implementation services, but at the same time the City entered negotiations with Infor to acquire the software that TruePoint Solutions' RFP proposal requires for the EPS. The City has been negotiating with Infor to finalize the primary agreement with Infor, which is the Subscription License and Services Agreement (SLSA) for software as a service. There are also two accompanying agreements (License Agreement and Support Agreement), as well as an Order Form that complete the contract package with Infor.

Like most software contracts, the proposed SLSA has terms and conditions that are not typically found in City contracts for goods and services. Specifically, the SLSA is not the City standard form contract. Therefore, it does not include standard termination rights, such as termination for the convenience of the City. Unlike the City's standard contracts, the types of legal remedies available to the City are limited in the SLSA, as well as the amount the City can recover, which is capped at two or four times the annual fees, depending on the circumstances. The limitation on remedies and the limited warranties mean that even if the software does not meet the requirements of the RFP once implemented, it may not be a violation of the Infor contract. Therefore, it is possible that Infor will receive \$531,657 for contract years 1 through 3, even if implementation does not go according to plan during this time period.

Timing of the project kick-off will be determined based upon the actual execution date of the contract between the City and Infor Public Systems as well as the actual execution date of the contract between the City and TruePoint Solutions. Staff expect kick-off to occur in early fall 2020 and that implementation should be complete in 2022.



AGREEMENT NUMBER: _____

SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the “Agreement”) is between **Infor Public Sector, Inc.** (“Infor”) and **City of Beaverton** (“Licensee”) as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) “**Affiliate**” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.

(b) “**Authorized Users**” means: (i) Licensee’s employees; (ii) any other group identified on an applicable Order Form; (iii) contractors authorized by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor’s Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password.

(c) “**Confidential Information**” means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data and all Personal Information. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.

(d) “**Customizations**” means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Licensee may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third party extensions that are not included in the generally available Subscription Software.

(e) “**Discloser**” means the party providing Confidential Information to the Recipient.

(f) “**Documentation**” means the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software, which may include, without limitation, user manuals and operating manuals.

(g) “**Documented Defect**” means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

(h) “**Effective Date**” means the date identified on the signature page of this Agreement as the Effective Date.

(i) “**Initial Subscription Term**” means the initial subscription period set forth on the applicable Order Form.

(j) “**Intellectual Property Rights**” means any and all rights in patents, copyrights, trademarks and service marks.

(k) “**Licensee Data**” means information (i) provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users. Licensee Data may include Personal Information, but it does not include any Infor data.

(l) “**License Restriction**” means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).

(m) “**Order Form**” means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.

(n) “**Personal Information**” means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

(o) “**Recipient**” means the party receiving Confidential Information of the Discloser.

(p) “**Renewal Term**” means any renewal or extension of Licensee’s license to use the Subscription Software following the expiration of the Initial Subscription Term.

(q) “**Residual Knowledge**” shall mean ideas, concepts, know-how or techniques related to the Discloser’s technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(r) “**Service Level Description**” means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.

(s) “**Subscription Fees**” means the fees for the Subscription Services set forth on the applicable Order Form.

(t) “**Subscription Services**” means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.

(u) “**Subscription Software**” means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.

(v) “**Subscription Term**” means the Initial Subscription Term or any Renewal Term as applicable. For the avoidance of doubt, divisions of an Initial Term or Renewal Term may also be referred to as “Subscription Term.”

(w) “**Third Party Licensor**” means a third party whose software products (“**Third Party Products**”) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a “**Third Party Agreement**”).

(x) “**Updates**” means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.

(y) “**UserID**” means a unique user identification credential used in combination with a unique password to access the Subscription Services.

2. Licensed Technology. Subject to the terms and conditions of this Agreement and the applicable Order Form, Infor grants to Licensee a non-exclusive, non-transferable, limited license right to access and use the Subscription Software and the Subscription Services (without the right to sublease or sublicense), including the right to use, as part of the Subscription Software, any embedded Third Party Product within the Subscription Software licensed pursuant to an Order Form, during the Subscription Term, in an operating environment hosted by Infor, for Licensee’s own business purposes. Infor also grants to Licensee the right to allow Authorized Users to access and use the Subscription Software and Subscription Services for Licensee’s own business purposes subject to all the restrictions in this paragraph. The right to use and access the Subscription Services does not include any implied license rights. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.

(b) **License Restriction.** Licensee’s use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form.

(c) **Additional Restrictions on Use of the Subscription Software and Subscription Services.** In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.

(d) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.

(e) **Ownership.** Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee. Infor may collect anonymous data related to Licensee Data or use of the Subscription Software and Subscription Services (collectively “Anonymous Data”), and such Anonymous Data (which in no event will include Personal Information) shall be used solely as necessary for Infor’s internal use to provide Subscription Software and Services. Such Anonymous Data shall be the sole property of Infor, subject to the use restrictions of this section.

3. Subscription Services.

(a) **Hosted Environment.** Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services that meets the specifications and requirements set forth in an Order Form, on servers located at a facility selected by Infor.

(b) **Support.** Infor shall: (i) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline as specified in the Order Form; (ii) install, when and if generally available, Updates; and (iii) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as “Support”). Support is included in the Subscription Fee.

(c) **User Accounts.** Licensee is responsible for maintaining its own Authorized User UserIDs and passwords, which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee’s UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee’s account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee’s UserIDs of which Licensee becomes aware.

(d) **Connectivity.** Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its employees and authorized contractors. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user’s desktop to the Internet is adequate to meet Licensee’s desired level of performance when accessing Infor’s hosted routers. If Licensee requires a VPN or private network connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee. If Infor offers the Subscription Software in a single tenant environment, Licensee will require a VPN to access such environment.

(e) **Restrictions.** Infor shall have no obligation to correct a problem caused by Licensee’s negligence, Licensee’s equipment malfunction or other causes beyond the control of Infor.

(f) Customizations. Customizations are not permitted absent Infor's prior written consent. If permitted, Customizations may only be created and deployed by Infor, and shall be documented in a separate agreement between Infor and Licensee. Support or other services for Customizations are not available under this Agreement or included as part of the Subscription Fees and may only be purchased pursuant to a separate agreement between Infor and Licensee.

4. Payment and Taxes.

(a) Payment. Licensee shall pay Infor the Subscription Fees set forth on the Order Form. Subscription Fees are payable in advance and Infor will invoice Licensee for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Licensee will pay each Infor invoice in accordance with the payment terms set forth on the Order Form. If an Order Form includes different payment terms than those of this Section 4(a), then the payment terms of such Order Form shall control, but only for Subscription Fees on such Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(b) Dispute Resolution. If Licensee has a reasonable dispute with an invoice, Licensee will notify Infor of any disputed fees within five (5) business days of the invoice date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoices or Subscription Fees. Such designated representatives will work in good faith to resolve the dispute within five (5) business days after the initial request. If not resolved within five business days either party may request that this is re-evaluated by Infor management and management of Licensee either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the second request and paid within the payment terms set forth on the applicable Order Form. The parties agree and acknowledge that Licensee payment of any amount disputed in accordance with the foregoing, does not constitute any waiver of the dispute or issue by Licensee. If Licensee does not notify Infor of a dispute with an invoice, such invoice shall be deemed accepted and shall be paid in accordance with the payment terms set forth on the Order Form. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees, except for any fees reasonably disputed in accordance with this Section 4(b).

(c) Invoices. After the initial Subscription Fee on an Order Form, Infor shall submit subsequent Subscription Fee invoices to Licensee approximately sixty (60) days or more prior to the due date of the payment. The invoice shall be submitted to Licensee in hard copy and electronic format. Each separate invoice shall: (i) clearly identify the Order Form to which it relates, in such manner as is required by Licensee; (ii) list each fee item and Service Credit separately; (iii) include sufficient detail for each line item to enable Licensee to verify the calculation; and (iv) include any other information required by Licensee as set forth in the applicable Order Form.

(d) Taxes. Licensee is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income, corporate activity, capital stock or specific to Infor, such as payroll taxes). Applicable tax amounts (if any) are not included in the Subscription Fees set forth on any Order Form. Infor will invoice

Licensee for applicable tax amounts and such invoices are payable in accordance with Section 4(a) and the Order Form.

(e) All Fees Stated. Except as expressly provided in this Agreement and any Order Form which incorporates this Agreement, Licensee has no obligation to pay or reimburse any fees, charges, or other amounts for the Subscription Services or Subscription Software under this Agreement. The making of any payment or payments by Licensee, shall not waive any dispute, issue, or right by Licensee except for the right to dispute the payment pursuant to Section 4(b) if Licensee did not notify Infor of any disputed fees before payment.

(f) Availability Service Level Credits. The parties acknowledge and agree that the Service Level Credits assessed pursuant to Section 5(d) are: (i) a reasonable estimate of the diminished value of the Subscription Services that may arise from a breach of the Downtime Warranty, which would be impossible or very difficult to accurately estimate; and (ii) not intended as, and should not be deemed to be, a penalty or forfeiture.

(g) Support Not to Be Withheld or Delayed. Infor shall not withhold or delay any Subscription Services or Support Services, or fail to perform any other services, due to a good faith dispute between the parties, provided that Licensee has paid all Subscription Fees not subject to the dispute.

5. Limited Warranties, Disclaimer of Warranties, and Remedies.

(a) Right to Grant License. Infor warrants that it: (i) owns and will maintain for the applicable Subscription Term, all right, title and interest in and to the Subscription Software; or (ii) has obtained rights to license Third Party Products, if any, without infringing any intellectual property rights of any Third Party Licensor, and sufficient to grant the rights given to Licensee under this Agreement. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software will operate without a Documented Defect, for a period from the Order Form Date defined in the applicable Order Form through the end of any Subscription Term for which Licensee has paid the Subscription Fees. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. However, if Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to the limitations set forth in Section 14 (Limitations of Liability) of this Agreement, Infor shall refund all amounts paid by Licensee for the affected Subscription Software, which includes related Subscription Software with impacted functionality, and Licensee may pursue its remedies at law to recover other direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices ("Screening Practices") to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access,

modify, delete, damage, deactivate or disable the Subscription Services (“Malicious Code”), and Infor warrants that it will continue to use Screening Practices to analyze Subscription Software and Updates. If Malicious Code is distributed to Licensee, Licensee’s sole remedy is that Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software and Updates. However, if Infor breaches the representation and warranty in this Section 5(c), then subject to Section 14 (Limitations of Liability) of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from a breach of this representation and warranty.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description exhibit in the applicable Order Form. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the “Down Time Warranty”). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

| <u>Availability</u> | <u>Service Level Credit</u> |
|---------------------|--|
| 99.500% or greater | No Service Level Credit |
| 99.499% - 99.000% | 10% of the monthly prorated subscription fee |
| 98.999% - 98.500% | 20% of the monthly prorated subscription fee |
| 98.499% - 95.000% | 30% of the monthly prorated subscription fee |
| Below 95.000% | 40% of the monthly prorated subscription fee |

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee’s next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty. In the event availability for the production environment falls below 98.5% for any three consecutive months or any four months in a rolling 12 month period (a “Triggering Event”), Customer may, within sixty (60) days of such Triggering Event, terminate this Agreement, in which case, in lieu of service level credits, Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Agreement.

(e) RESERVED

(f) No Litigation. Infor warrants there is no pending or threatened litigation that would have a material adverse impact on its

performance of this Agreement.

(g) Disclaimer of Warranties. The limited warranties in this Section 5 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET LICENSEE’S REQUIREMENTS.**

(h) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5, 7, AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.

(i) HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (“HIGH RISK ACTIVITIES”). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.

6. Confidential Information.

(a) Confidentiality. The Confidential Information provided by the Discloser to the Recipient under this Agreement shall only be used, disclosed or reproduced by the Recipient only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser’s Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Each party will implement adequate procedures with its employees or the persons who have access to the Confidential Information to satisfy its obligations under this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information and survive in perpetuity. Each Party shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees,

Authorized Users, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (i) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser; or (ii) Infor from using Anonymous Data. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

(b) Security Policies and Safeguards. Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

- (i) User identification and access controls designed to limit access to Licensee's Data to authorized individuals;
- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Licensee's Data within a secure facility where only authorized personnel and agents will have physical access to Licensee Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (v) periodic employee training regarding the security programs referenced in this Section; and
- (vi) periodic testing of the systems and procedures outlined in this Section.

(c) Review of Controls. Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit

Report shall be Infor's Confidential Information (as defined in this Agreement).

(d) Security Incident Response. In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate at its own expense with Licensee in any litigation, reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

(e) Any failure of the Subscription Services to materially meet the requirements of Section 6(b), which results in an Information Security Incident, or any unpermitted disclosure by Infor of Confidential Information, is a material breach of this Agreement, and Licensee may terminate this Agreement immediately on written notice to Infor without any notice or cure period. Infor shall promptly reimburse Licensee the unearned portion of the Subscription Fees prepaid by Licensee, prorated to the date of termination. In addition, Licensee may pursue its remedies at law to recover damages resulting from a breach of this Section 6.

7. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any and all losses, costs and expenses, including Infor's attorney's fees at trial and on appeal to the extent arising from a third party: claim, lawsuit, or cause of action against Licensee (collectively, "Claims") that: (a) the Subscription Software infringes any Intellectual Property Rights of others, or (b) Infor caused any bodily injury, death, or damage to physical property caused by Infor's negligence. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must, in writing, grant Infor control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. Infor will not have any liability to the extent the Claim arises from: (a) any modification of the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (i) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (ii) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (iii) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such

Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

(a) Term. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Section 8(b), the Subscription Term cannot be terminated prior to its expiration date.

(b) Right of Termination. Either party may terminate this Agreement or an applicable Order Form if: (i) the other Party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Fees), and (ii) fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms) on less than thirty days' written notice.

(c) Licensee may terminate this Agreement and any Order Form(s), effective immediately, by written notice to Infor if Infor: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. If terminated in accordance with 8(c), Infor shall promptly reimburse Licensee the unearned portion of the Subscription Fees prepaid by Licensee, prorated to the date of termination. Licensee may also terminate any and all of this Agreement and any Order Form(s) by giving ninety (90) days' written notice to Infor if funds Licensee relied upon to enter into this Agreement are not appropriated, or if additional or modified conditions are placed on the funding.

(d) Effect of Termination. Upon termination of this Agreement by either party, Licensee's right to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated in this Agreement.

(e) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and

expenses payable for such termination assistance services. Licensee may request in writing that Infor delete/erase from all systems it directly uses or controls to deliver the Subscription Services, all originals and copies of all of Licensee's Data. If Licensee requests deletion/erasure, Infor will provide a written certification of such deletion/erasure to Licensee with an explanation of any data which could not be deleted/erased.

(f) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, intellectual property rights, warranties, indemnification, limitation of liability, effect of termination, survival of obligations, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees under this Agreement, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing ("Force Majeure Event"). The party affected by the Force Majeure Event shall be excused from performance due to a Force Majeure Event as long as the affected party: (a) gave prompt notice to the other party; (b) took all reasonable steps to avoid the cause of nonperformance; and (c) continued to take reasonable steps to avoid and remove the cause of nonperformance. The affected party shall promptly resume performance as soon as possible after the Force Majeure Event and to the full extent the cause of nonperformance is removed. However, if nonperformance exceeds ninety (90) days, the party that is not prevented from performance by the Force Majeure Event shall have the right to immediately terminate this Agreement upon written notice to the affected party. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement. As of the effective date of this Agreement, each party acknowledges that the COVID-19 pandemic declared by the World Health Organization on March 11, 2020 ("COVID-19 Pandemic"), is not a Force Majeure Event as defined under this section. The Parties will comply with the sections in Exhibit 1 regarding specific notification procedures related to any potential delays attributable to the COVID-19 Pandemic.

11. Assignment. Licensee may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void. In the event Infor assigns this Agreement or an Order Form, to a third party, which is not a corporate affiliate of Infor, then Infor shall promptly provide notice to Licensee. Provided that the foregoing shall not apply to Infor's use

of subcontractors and service providers to deliver the Subscription Software and Subscription Services. If Licensee objects to the assignee, then Licensee may terminate this Agreement and all associated Order Forms, by providing written notice to Infor or assignee within thirty (30) days of Licensee's receipt of notice of assignment.

12. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. Choice of Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without application of any conflict of laws provisions, and all claims relating to or arising out of this Agreement, or the breach of this Agreement, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Oregon, without application of any conflict of laws provisions. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of Washington County, Oregon. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the District of Oregon. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

14. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, AND 14(b), THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CLAIM) WILL NOT EXCEED TWO TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO INFOR'S BREACH OF SECTION 6(a) WILL NOT EXCEED FOUR TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR FOR THE TWELVE-MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(c) EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO VIOLATIONS OF INFOR'S INTELLECTUAL PROPERTY, LICENSEE'S PAYMENT OBLIGATIONS, AND INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS, OR LICENSEE BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING

NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT OR ORDER FORM FAILS OF ITS ESSENTIAL PURPOSE.

15. Insurance.

(a) Required Coverage. At all times during the Term, Infor shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts:

- (i) Commercial General Liability with limits no less than \$2,000,000 per claim and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations, and contractual liability coverage insuring the activities of Infor under this Agreement;
- (ii) Cyber Liability Insurance, including first party and third party coverage, with limits no less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all claims each policy year;
- (iii) Worker's Compensation and employers' liability insurance with limits in the minimum amount required by applicable Law for each accident and occupational illness claim;
- (iv) Commercial Automobile Liability with limits no less than \$1,000,000, each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and
- (v) Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for all claims each policy year.

(b) Policy Terms. All insurance policies required pursuant to this Section 15 (except for the Cyber Liability and Errors and Omissions/Professional Liability Insurance) shall:

- (i) Be issued by insurance companies with a Best's Rating of no less than A-VII;
- (ii) Waive any right of subrogation of the insurers against Licensee;
- (iii) Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensee shall be excess and non-contributory; and
- (iv) Name Licensee and all successors and permitted assigns, as additional insureds.

(c) Coverage. To the extent any insurance coverage required under this Section 15 is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Infor during the Term and any additional periods during which Infor does or is required to perform the Services. Claims-made insurance shall be continuously maintained until at least two (2) years beyond the expiration or termination of the Term, or Infor shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, for at least four (4) years from the occurrence of either such event.

(d) Certificates of Insurance. Upon Licensee's written request, Infor shall provide Licensee with copies of the certificates of insurance and policy endorsements for all insurance coverage

required by this Section 15. Infor shall not do anything to invalidate such insurance.

(e) **Non-Waiver.** This Section 15 is not intended to and shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Agreement (including any provisions requiring a party to indemnify, defend and hold harmless the other party).

16. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least thirty (30) days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted in this Agreement (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the associated underpaid Subscription Fees based on Infor's then-current list rates, as well as any applicable late charges.

17. Compliance with Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.

18. Miscellaneous. Licensee grants Infor permission to use its name and logo in marketing materials referencing Licensee as a customer. Infor and Licensee are independent contractors under this Agreement, and nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. There are no third party beneficiaries to this Agreement, unless stated explicitly in this Agreement or on an Order Form.

20. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority. Infor represents that it is an entity authorized to transact business in the State of Oregon.

21. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or its transactions.

23. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Agreement, does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection with or contemplated by this Agreement, and any amendments, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person. This Agreement and all Order Forms may be signed in counterparts.

[Signature Page Follows]

THE PARTIES have executed this Subscription License and Services Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor Public Sector, Inc.

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Licensee: City of Beaverton

Signature: _____

Printed Name: Denny Doyle

Title: Mayor

Address: 12725 SW Millikan Way

Address: Beaverton, OR 97005

Signature Date: _____

Approved as to form:

City Attorney's Office

Exhibit 1 - COVID-19 PROVISIONS

1. **Exclusion from Force Majeure.** A force majeure event does not include the COVID-19 Pandemic. See Section 3(b), below, for information on how Contractor shall notify City if Contractor desires to claim additional Time due to events attributable to the COVID-19 Pandemic.
2. **Waiver.** Contractor shall provide notice to the City of any delay attributable to the COVID-19 Pandemic in the manner specified in Section 3(b). Failure to provide notice to the City with regard to delays attributable to the COVID-19 Pandemic as required by Section 3 constitutes a waiver of Contractor's right to later make such a request.
3. **Adjustment of Time for COVID-19.**
 - (a) **Definitions.**
 - i. "COVID-19" means the novel coronavirus respiratory disease.
 - ii. "COVID-19 Pandemic" means the pandemic declared by the World Health Organization on March 11, 2020.
 - iii. "Executive Order" means any order signed by a governor restricting or prohibiting certain activities of businesses, schools, and individuals to mitigate the spread of COVID-19.
 - iv. "Labor shortage" means a shortage of Contractor's qualified personnel because they are on leave due to COVID-19.
 - v. "Governmental health regulation" means any state or local health regulation aimed to mitigate the spread of COVID-19, including the social distancing regulation.
 - vi. "Supply chain disruption" means the Contractor's inability to obtain goods used to perform the Work contemplated under the Contract due to COVID-19.
 - vii. "Time" means any term used to define the duration the Agreement is in effect, including, but not limited to "Term" or "Contract Time."
 - (b) **Contractor's Request Required.** In the event the Contractor believes that additional Time is required due to the COVID-19 Pandemic due to delays resulting from a labor shortage, a supply chain disruption, or mandated compliance with Executive Orders or governmental health regulations, the Contractor shall submit to the City a timely request for adjustment of Time. A request is presumed to be timely if it occurs within seven calendar days after the Contractor becomes aware of any delay caused by a reason stated in this Section 1. The City will only consider requests for adjustment of Time if the Contractor's request provides the following information:
 - i. The date the delay began as a result of the COVID-19 Pandemic.
 - ii. The cause of the delay. The Contractor must identify in the request whether the delay is due to a labor shortage, a supply chain disruption, or compliance with an Executive Order or governmental health regulation and the specific circumstances surrounding the delay.
 - iii. The specific actions and efforts Contractor is doing to limit the impact of the delay.
 - iv. The date Contractor expects the delay will end, if known. If not known, Contractor shall promptly notify City within seven calendar days after the delay ends.

The City shall be entitled to request from the Contractor all documentation necessary to evaluate Contractor's request for more Time under this Section.
 - (c) **Basis for Adjustment of Time.** The City will consider causes that include delays that affect the Contractor's performance of Work directly attributable to the COVID-19 Pandemic such as an Executive Order, a governmental health regulation, a labor shortage, or a supply chain disruption that could not be mitigated by the Contractor's specific actions and efforts, or by the reasonable actions and efforts the Contractor should have taken, to minimize the delay.
 - (d) **Consideration and Response by City.** The City will only consider a Contractor's request for additional Time if Contractor supplied all the required information described in Section 3(b). The City will review a properly submitted request for Time adjustment related to COVID-19, and within a reasonable time, will advise the Contractor of the City's findings. If the findings determine that Contractor is entitled to additional Time, then City and Contractor shall execute a written change order extending the Time equal to the length of the actual delay in performance.
4. **Termination.** In addition to the termination rights in the Agreement, the Agreement may be terminated by either party by giving notice as required in the Agreement if, pursuant to the COVID-19 Pandemic: 1) federal or state laws, Governmental Health Regulations, or Executive Order prohibit the Work under the Agreement.; 2) recommendations, declarations or orders by state or local governments, including local health authorities and local officials, discourage or prohibit the event or scope of work that was to be performed under the Agreement and such Work cannot be restarted for 12 months from the date of notice.
5. **Compliance with Governmental Health Regulations.** Contractor shall comply with applicable governmental health regulations while performing work onsite at the City. Contractor shall promptly communicate with the City if it learns that a Contract worker on the project site has tested positive for COVID-19 so that Contractor and City may work together to mitigate the spread of COVID-19, to the extent that such notice is consistent with and not prohibited with applicable law.



ORDER FORM

The Component Systems specified in Section I of this Order Form (and referenced throughout this Order Form) are subject to the terms of the Software License Agreement between **Infor Public Sector, Inc.** (“Infor”) and **City of Beaverton** (“Licensee”) with an effective date of _____ (the “License Agreement”). The Support for the Component Systems specified in Section II of this Order Form (and referenced throughout this Order Form) is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the “Support Agreement”). The Subscription Software specified in Section III and the Subscription Services specified in Section IV of this Order Form (and referenced throughout this Order Form) are subject to the terms and conditions of the Subscription License and Services Agreement between Infor and Licensee with an Effective Date of (the “SaaS Agreement”) (the License Agreement, the Support Agreement, and the SaaS Agreement collectively referred to as the “Agreement”). All terms of the Agreement are incorporated by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references to: “Subscription Software” and “Component Systems” shall have the same meaning, refer to the computer software programs identified in this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Programs or Licensed Programs; “Support” may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; and “License Restriction” means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Component Systems – PROD: Beaverton

| | Part # (if applicable) | Component System | User Restriction* | | Support level** | License Fee*** |
|---|---------------------------|--|-------------------|------|-----------------|----------------|
| | | | Quantity | Type | | |
| 1 | H8GGS | Infor Public Sector Suite - GeoAdministrator | 1 | NU | XTP | \$3,000.00 |

***The License Fee in the table above are exclusive to this configuration. Any change in this configuration may result in a change of the listed fee.

| |
|--------------------------------------|
| Total License Fee: \$3,000.00 |
|--------------------------------------|

*If specified in the User Restriction field:

- NU = “Named Users” Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

“XT” = Infor Essential (24x5)/ “XTP” = Infor Premium (24x7)“XTE”= Infor Customer Success Plus program

**Support Level: Descriptions of the XT and XTP Support plans can be found at:

<http://www.infor.com/content/brochures/infortxtremesupportplanfeatures.pdf/>.

A description of the XTE Support program can be found at: <https://www.infor.com/support/customer-success-plus/>.

II. Support Services

| | |
|--|-----------------|
| Additional Annual Support Fee: \$660.00 | |
| Annual Escalation Percentage Cap: 0% during the Committed Term of Support (renewal years 2 and 3), 3% for renewal years 4 through 6, 4% or Bureau of Labor Statistics December-to-December published annual Consumer Price Index, CPI-U, West Size Class A, whichever is greater for renewal years 7 through 10; thereafter, 6% or the then-current year over year increase in the Consumer Price Index (CPI-U), whichever is greater, unless negotiated otherwise. | |
| Initial Term of Support: Order Form Date through one (1) year from Order Form Date | |
| Committed Term of Support: Order Form Date through three (3) years from Order Form Date | |
| Fee for Initial Term of Support: | \$660.00 |

III. Subscription Software

| | Part # (if applicable) | Subscription Software | User Restriction* | | Support Level*** | Annual Subscription Fee*** |
|----|---------------------------|---|-------------------|-------|------------------|------------------------------|
| | | | Quantity | Type | | |
| 1 | HAN-S-H8CDREB-MT | Infor Public Sector Suite - CDR Enhanced Bundle - SaaS MT | 137 | NU | CXTP | \$68,272.49 |
| 2 | RFG-S-CIVICS-S | Infor Rhythm for Civics - SaaS | 30,000 | AASTX | CXTP | \$11,865.22 |
| 3 | BBI-S-DEPLOY-USW | Birst Cloud Deployment Site - US West | 1 | DA | CXTP | Included in Subscription Fee |
| 4 | HAN-S-H8CDRB-MT | Infor Public Sector Suite - CDR Billing - SaaS MT | 25,000 | ATRAN | CXTP | \$23,730.45 |
| 5 | HAN-S-MOBILE-CDR-MT | Infor Field Inspector CDR - SaaS MT | 63 | NU | CXTP | \$7,475.10 |
| 6 | ION-S-PIPELINES | Infor Data Lake Data Scanning - SaaS MT | 6 | UTLM | CXTP | Included in Subscription Fee |
| 7 | ION-S-PROCESS-EMBED | ION Messages for Infor - SaaS MT | 3 | MSG | CXTP | Included in Subscription Fee |
| 8 | ION-S-STORAGE | Infor Storage | 2 | 1.0TB | CXTP | Included in Subscription Fee |
| 9 | BBI-S-DENT-ANLU | Birst Cloud Analyst User (Direct) | 2 | NU | CXTP | \$3,955.07 |
| 10 | BBI-S-DENT-BNSU | Birst Cloud Business User (Direct) | 18 | NU | CXTP | \$3,955.07 |
| 11 | BBI-S-DENT-PLT | Birst Cloud Enterprise Edition Platform License (Direct) | 1 | ET | CXTP | \$31,640.60 |

***The Annual Subscription Fees in the table above are exclusive to this configuration. Any change in this configuration may result in a change of the listed fees.

*If specified in the User Restriction field:

- "1.0TB" = Terabyte - Represents the number of Storage capacity in Terabytes
- "AASTX" = Annual Active Searchable Transactions - Quantity represents the number of entries within a single year which are active and searchable by the Component System, including but not limited to permits, service requests, business licenses and utility billing accounts, regardless of whether such entries are entered manually or electronically via the Component System or any other means.
- "ATRAN" = Annual Transactions - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.
- "DA" = Data Center - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.
- "ET" = Enterprise - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- "MSG" = ION Messages in Millions - Quantity represents the aggregate volume of Messages, expressed in millions, exchanged between Infor software applications and third-party applications, application programming interfaces (APIs), message queues, shared directories, databases or network components for a 12-month period. A Message is a discrete inbound or outbound exchange of data (e.g. a report, order, requisition or inquiry) processed by Infor ION and routed to/from an application, APIs, message queues, shared directories, databases or other network component.
- "NU" = Named Users - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- "UTLM" = Utilization - Metered - Quantity represents the aggregate query or transfer volume, expressed in terabytes, for a 12-month period. Utilization is continuously metered and reported by Infor (a) in the case of query, based upon all queries against the applicable data source; and (b) in the case of transfer, for all transfers of data from the applicable data source. Utilization - Metered is subject to an annual reconciliation and true-up.

**Support Level for Subscription Software: CXTP = Subscription Services: Essential Support and Critical Incident Support ("CIS") Subscription Support – During the Subscription Term specified, Licensee is eligible to receive the standard Infor Subscription Services for Support, which it makes generally available to its subscription customers, and in addition, customer is eligible to

receive CIS 24 hours a day x 7 days a week support for severity 1 issues. A severity 1 level incident means that your production system is not available or that the production system is available but a critical application failure has occurred and business processes are halted, and no workarounds are available. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>.

*** The Data Center (DA) license for RFG-S-CIVICS-S, amends the definition of "Authorized Users" to include customers of the City of Beaverton, who are accessing the Subscription Software to enter, search, and retrieve permit applications, licenses, service requests, and citizen complaints.

IV. Subscription Services

| | |
|---|--|
| Subscription Fee for Year 1: \$150,849.00 | |
| Subscription Fee for Year 2: \$176,529.00 | |
| Subscription Fee for Year 3: \$199,254.00 | |
| Initial Subscription Term: Order Form Date through three (3) years from Order Form Date | |
| Fee for Initial Subscription Term: \$526,677.00 | |
| Annual Escalation Percentage Cap for Renewal Terms: As applicable to the first three (3) Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall be 3%. As applicable to the next four (4) Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall be 4% or the Bureau of Labor Statistics December-to-December published annual Consumer Price Index, CPI-U, West Size Class A, whichever is greater. | |

V. Fees and Payments

| | |
|--|---------------------|
| Total Amount Due (before applicable taxes): | \$530,337.00 |
|--|---------------------|

| |
|---|
| All amounts are in US Dollars unless otherwise specified. |
| Currency: United States Dollars |

Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, the Total License Fee, and the Fee for Initial Term of Support, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that the Subscription Fees are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within 60 days of the date of the invoice.

| |
|--------------------------------------|
| Licensee Account ID: 100050368 |
| Infor GL ID: US0AB |
| Account Executive Name: Michele King |

| | |
|---|---|
| Delivery Address: | Invoice Address: |
| City of Beaverton 12725 SW Millikan Way #110 Beaverton, OR 97005 USA | City of Beaverton 12725 SW Millikan Way #110 Beaverton, OR 97005 USA |
| Contact Name: Leigh Crabtree | Contact Name: Leigh Crabtree |
| Contact Phone: 503.526.2508 | Contact Phone: 503.526.2508 |
| Contact email: lcrabtree@beavertonoregon.gov | Contact email: lcrabtree@beavertonoregon.gov |

VI. Additional Terms

Parties agree that no shipment shall be required for Component Systems previously licensed to the Licensee. For any new Component Systems licensed in this Order Form, Delivery shall be FOB Shipping Point.

Licensee's purchase of the licenses specified in this Order Form is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.

Exhibit 2 – Infor Cloud Premium Support Plan and Customer Success Plus Program Summary is attached to and made a part of this Order Form.

Exhibit 3 – Infor Support Summary is attached to and made a part of this Order Form.

In consideration for the pricing and terms under this Order Form, Infor may make reference to Licensee as a customer in press releases and written and verbal communications. Licensee agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

Committed Support Terms

i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor’s then-current applicable rates and policies.

ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above in Article II is offered by Infor solely in reliance upon Licensee’s commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified in this Order Form is a binding term, and Support may not be canceled during this time, except in accordance with the Support Agreement. If Licensee fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by Licensee for the Support fees due hereunder. The parties agree this amount is a fair and reasonable estimation of Infor’s damages in the event Licensee breaches its obligation to maintain Support through the commitment period.

iii. Licensee warrants, represents and agrees that the prices, terms, and conditions contained in this Order Form shall not be disclosed by Licensee to any third party and are to be maintained as Infor “Confidential Information” pursuant to the terms of the Agreement.

Infor Birst Subscription Software: a) Storage. Infor Birst Cloud Subscription Software includes 200 gigabytes of storage at no additional charge. This storage limitation is for the Licensee’s production environment only and applies regardless of whether it is subscribed for on a single Order Form or across multiple Order Forms. b) Service Level Objective. Infor’s service level objective for Infor Birst Cloud Subscription Software is 99.5% Availability measured on a quarterly basis and service level credits will be paid based on a quarterly prorated fee.

Effective date of this Order Form: _____ (the “Order Form Date”)

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

| | |
|---------------------------------------|-------------------------------|
| For: Infor Public Sector, Inc. | For: City of Beaverton |
| | (Legal Name of Licensee) |
| | |
| Signature | Signature |
| | |
| Typed or Printed Name | Typed or Printed Name |
| | |
| Title | Title |
| | |
| Date | Date |
| | |

Exhibit 1 to Order Form Service Level Description

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis that is physically located at a site that is at a separate location from the primary site where Licensee's data is located. Infor shall conduct daily backups of Licensee Data and store the backup Licensee Data (as per Infor backup retention policies) on at least a weekly basis at Infor's secondary backup facility at its sole cost and expense.

Disaster Recovery/Business Continuity. Throughout the Subscription Term and at all times in connection with its actual or required performance of the Subscription Services, Infor shall:

- Maintain a Business Continuity and Disaster Recovery Plan for the Subscription Services (the "Plan"), and implement such Plan in the event of any unplanned interruption of the Subscription Services. Infor shall actively test, review, and update the Plan on at least an annual basis using industry best practices;
- Conduct disaster recovery tests on representational environment of Infor's System and Subscription Services under this Agreement on at least an annual basis.
- Subscription Services shall support the recovery time objective of twelve (12) hours ("RTO") and a recovery point objective of One (1) hour from the declaration of disaster by Infor ("RPO").

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

Cloud Storage - Infor Subscription Software solutions include two (2) terabytes of storage at no additional charge. This storage limitation is for the Licensee's production environment only and applies to each Infor CloudSuite or Subscription Software product line, regardless of whether they are subscribed for on a single Order Form or across multiple Order Forms.

Security & Privacy – Infor takes great care to protect non-public information provided to Infor by its customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Infor's security management system is based on the following:

- **Security Policies:** Infor requires that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.

- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Infor's controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure the controls provide reasonable protection for Licensee Data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of Confidential Information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** Infor is constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure it is abiding by the requirements that apply to the handling of Licensee Data and Confidential Information.

Scheduled Maintenance – The Subscription Services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the Subscription Services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".

Availability – Infor's goal is to provide access to the Subscription Services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor's service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- "Scheduled Available Minutes" are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- "Available Minutes" is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30 day month with 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 41,160 / 41,280 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor's reasonable control such as a network or device failure at Licensee's site or between Licensee and Infor's data centers);
- Internet or network traffic problems other than problems arising in or from networks required to be provided or controlled by Infor;
- Connectivity issues outside of Infor's direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the Subscription Services or Subscription Software through UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee's request;
- Outages that result from Licensee's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and
- Performance degradation due to Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

Exhibit II - Infor Cloud Premium Support Plan and Customer Success Plus Program Summary

A general explanation of the Infor Cloud Premium Support Plan is located at www.infor.com/support/support-plan-features/, and a general explanation of the Customer Success Plus Program is located at <https://www.infor.com/support/customer-success-plus/>. This exhibit provides a more comprehensive description of Infor Support regarding the Infor Cloud Premium Support Plan and the Customer Success Plus Program and supplements the applicable explanation set forth in the links above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the annual Subscription Term for which you have paid the applicable subscription fees. These descriptions do not replace any rights or obligations set forth in the Agreement with Infor, but in the event of a conflict between the Agreement and this exhibit, this exhibit shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Agreement.

1. SUPPORT SERVICES

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software, in which case applicable Support hours are noted in specific Knowledge Base articles on the Infor Support Portal, located at www.inforxtreme.com.

1.2 Electronic Support

Infor provides 24x7x365 online access to the Infor Support Portal, which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Subscription Software release information and Subscription Software Documentation.

1.3 24 x7 Critical Incident Support

"Critical Incident Support" is defined as the delivery of Support for production outage/critical application halted production down (Severity 1) situations or Severity 2 infrastructure outage of a non-production system, as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year including holidays. Critical Incident Support will be provided until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.

1.4 Critical Solution Notification

The Infor Support Portal enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Licensee's contact(s) who has/have a thorough understanding of the applicable Subscription Software, along with the relevant technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for Knowledge Base articles that may be of particular interest. When Infor develops a Knowledge Base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

2. Resolution of Support Incidents

2.1 Initiation of an Incident

The Designated Contact may contact the Infor Support team via telephone or may log an incident online via the Infor Support Portal to initiate a Support request, referred to as an "incident".

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the Infor Support Portal that is related to the Subscription Software or information requests about our Cloud Premium Support Plan or Customer Success Plus Program, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps, if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

Exhibit II - Infor Cloud Premium Support Plan and Customer Success Plus Program Summary

2.2 Severity Levels

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the incident according to the following severity level descriptions:

| Severity | Description | Definition |
|----------|---|---|
| 1 | Production Outage / Critical Application halted | <p><u>Infrastructure (Outage)</u></p> <ul style="list-style-type: none"> Production system is unavailable for all users A complete loss of service in production system, or service is so severely impacted that you cannot reasonably continue operations <p><u>Application</u></p> <ul style="list-style-type: none"> A defined critical business process failure has occurred, and business processes are halted and no acceptable workaround exists Imminent system go-live cannot be completed |
| 2 | Major impact | <p><u>Infrastructure</u></p> <ul style="list-style-type: none"> Non-Production system is unavailable to all users Production system is unavailable for many users (departmentwide) <p><u>Application</u></p> <ul style="list-style-type: none"> A defined critical business process is impaired, causing serious disruption to operations Major business process in production system is halted and no acceptable workaround exists |
| 3 | High impact | <ul style="list-style-type: none"> Non-Production system is unavailable to some users Production system is unavailable for some users Major business process is impaired, causing disruption to daily functions |
| 4 | Standard | <ul style="list-style-type: none"> Questions regarding functionality of the software, a non-critical issue, or issues where an acceptable workaround exists |

2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets set forth below. Infor calculates a "Response Target" as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

| Severity | Infor Premium Support Plan | Customer Success Plus Program |
|----------|---|---|
| 1 | <ul style="list-style-type: none"> - Within 15 Minutes (Infrastructure) 24*7 - Within 1 Hour (Application) 24*7 | <ul style="list-style-type: none"> - Within 15 Minutes (Infrastructure) 24*7 - Within 30 Minutes (Application) 24*7 |
| 2 | <ul style="list-style-type: none"> - Within 2 Hours (Infrastructure) 24*7 - Within 2 Business Hours (Application) | <ul style="list-style-type: none"> - Within 1 Hour (Infrastructure) 24*7 - Within 1 Business Hour (Application) |

Exhibit II - Infor Cloud Premium Support Plan and Customer Success Plus Program Summary

| | | |
|---|-------------------------|-------------------------|
| 3 | Within 2 Business Hours | Within 1 Business Hour |
| 4 | Within 4 Business Hours | Within 2 Business Hours |

Birst Only

| Severity | Infor Premium Support Plan | Customer Success Plus Program |
|----------|----------------------------|-------------------------------|
| 1 | Within 2 Hours 24*7 | Within 1 Hour 24*7 |
| 2 | Within 4 Hours | Within 2 Hours |
| 3 | Within 1 Business Day | Within 8 Business Hours |
| 4 | Within 2 Business Days | Within 12 Business Hours |

2.4 Resolution

A resolution can be, without limitation, an answer that resolves an incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the severity level of the incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Licensee. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process to resolve the issue, Infor works to provide regular updates and strives to allow Licensee to continue doing business.

2.5 Escalation

Most Support incidents are best resolved through Infor's standard operating procedures. If you believe that a particular Support incident requires a higher level of attention, please contact the regional Infor Support Center and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not appropriate for all Support incidents. If escalation is requested, Infor will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources and implement the agreed upon resolution plan.

Exhibit III - INFOR Support Summary

A general explanation of the Infor Support plans is located at www.infor.com/support/support-plan-features/, and a general explanation of the Customer Success Plus Program is located at <https://www.infor.com/support/customer-success-plus/>. This exhibit provides a more comprehensive description of Infor Support and supplements the applicable explanations set forth in the links above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the annual period for which you have paid the applicable Support fee ("Contract Period"). These descriptions do not replace any rights or obligations set forth in the Support Agreement with Infor, but in the event of a conflict between the Support Agreement and this exhibit, this exhibit shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Support Agreement.

1. SUPPORT SERVICES

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. However, these hours vary based on Component System. Component System support hours are noted in specific Knowledge Base articles, on the Infor Support Portal, located at www.inforxtreme.com.

1.2 Electronic Support

Infor provides 24x7x365 online access to the Infor Support Portal which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Component System release information, electronic software distribution, Component System upgrades and Component System Documentation.

1.3 Critical Incident Support*

"Critical Incident Support" is defined as the delivery of Support for production outage/critical application halted (Severity 1) situations, as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year including holidays. Severity 1 incidents will be worked until the Component System(s) is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered to a severity of Major (Severity 2) or below.

1.4 Access to Updates and Service Packs

When generally available, and provided such release is issued during a paid Contract Period, Infor will provide Licensee with access to the next new release of the Component System, which may include migration tools to assist with the upgrade process.

Infor will provide Licensee with access to periodic scheduled service packs including modifications of the base product, localizations, and translated versions which are made available for certain Component Systems. These often include adjustments that require code changes to the applicable Component System for human resources, finance, and logistical areas, and may include country-specific localizations.

When generally available, Infor will provide Licensee with access to additional functionality or new functionality in applicable Component Systems, which may be issued as part of Support, or as a result of enhancement requests from Licensees.

1.5 Critical Solution Notification

The Infor Support Portal enables each Licensee to develop a unique profile, which identifies the Knowledge Base articles that may be of interest. When Infor develops a Knowledge Base article for a critical incident, Licensee can receive notification about its availability and how to access it, which can help reduce the time it takes to receive the important updates required to remain current on the applicable Component System(s).

2. Resolution of Support Incidents

2.1 Initiation of an Incident

Licensee may contact Infor Support via telephone or may log an incident online via the Infor Support Portal to initiate an application support request referred to as an "incident".

Exhibit III - INFOR Support Summary

The general definition of a support incident is a single, reproducible issue, problem, or symptom. An "incident" for purposes of Infor Support is a request for assistance, or a question fully and accurately logged with the Infor Support Portal that is related to Infor Component System operation, software keys, or information requests about Infor Support plans.

To help ensure a timely response to a support incident, Licensee shall provide the following information: (a) the Infor Licensee number and contact details, (b) applicable Component System name and version number, including any applicable maintenance release number (c) severity level of support request, (d) details of the support request, including error messages and error reproduction steps if any, applicable screen shots and output examples if logging online, (e) description of issue's impact and frequency, and (f) applicable hardware, operating systems and third party software information.

2.2 Severity Levels

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the support incident according to the following severity level descriptions:

| Severity | Description | Definition |
|----------|---|---|
| 1 | Production Outage / Critical Application halted | <p><u>Infrastructure (Outage)</u></p> <ul style="list-style-type: none"> • Production system is unavailable for all users • A complete loss of service in production system, or service is so severely impacted that you cannot reasonably continue operations <p><u>Application</u></p> <ul style="list-style-type: none"> • A defined critical business process failure has occurred, and business processes are halted and no acceptable workaround exists • Imminent system go-live cannot be completed |
| 2 | Major impact | <p><u>Infrastructure</u></p> <ul style="list-style-type: none"> • Non-Production system is unavailable to all users • Production system is unavailable for many users (departmentwide) <p><u>Application</u></p> <ul style="list-style-type: none"> • A defined critical business process is impaired, causing serious disruption to operations • Major business process in production system is halted and no acceptable workaround exists |
| 3 | High impact | <ul style="list-style-type: none"> • Non-Production system is unavailable to some users • Production system is unavailable for some users • Major business process is impaired, causing disruption to daily functions |
| 4 | Standard | <ul style="list-style-type: none"> • Questions regarding functionality of the software, a non-critical issue, or issues where an acceptable workaround exists |

2.3 Response

Exhibit III - INFOR Support Summary

Infor shall use commercially reasonable efforts to meet the response targets below. Infor calculates a "Response Target" as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

| Severity | Infor Premium Support Plan* | Customer Success Plus Program* |
|----------|-----------------------------|--------------------------------|
| 1 | Within 1 Hour | Within 30 Minutes |
| 2 | Within 2 Business Hours | Within 1 Business Hour |
| 3 | Within 2 Business Hours | Within 1 Business Hour |
| 4 | Within 4 Business Hours | Within 2 Business Hours |

Birst Only

| Severity | Infor Premium Support Plan | Customer Success Plus Program |
|----------|----------------------------|-------------------------------|
| 1 | Within 2 Hours 24*7 | Within 1 Hour 24*7 |
| 2 | Within 4 Hours | Within 2 Hours |
| 3 | Within 1 Business Day | Within 8 Business Hours |
| 4 | Within 2 Business Days | Within 12 Business Hours |

2.4 Resolution

Incident resolution is often an investigative process that is iterative with many variables, and at times requires collaboration and troubleshooting by various teams within Infor and the Licensee to determine the root cause in order to help bring the incident to resolution. The nature of this process makes providing target resolution times difficult. Infor strives to allow Licensee to have the ability to continue doing business while Infor investigates the cause of an issue, and Infor works to provide regular updates, as Infor progresses through the troubleshooting process in an effort to resolve the issue. A resolution can be, without limitation, an answer that resolves an issue; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the severity level of the situation.

2.5 Remote Access

When necessary, and with Licensee's permission, Infor Support analysts may remotely access the systems associated with Infor Component Systems to help analyze and help resolve any complex issues that Licensee may be experiencing. Licensee must maintain all software, hardware, and network equipment in the configuration recommended by the appropriate equipment vendor or by Infor guidelines.

2.6 Escalation

Escalation beyond standard procedures is reserved for issues that merit a higher degree of attention, and such escalation is not intended for issues that are well-suited to Infor's standard operating procedures. If Licensee believes that an issue needs a higher level of attention, Licensee should contact the regional Infor Support Center and request that a Support Manager become involved. If merited, Infor will escalate Licensee's issue and notify the appropriate Support Manager of the situation. The Support Manager will act promptly to assess the situation, contact Licensee to discuss the resolution plan, identify required resources, and implement the resolution plan.

Exhibit III - INFOR Support Summary

3. Lifecycle Support Information

Infor's current support policy is to make available Infor Support for all Infor Component Systems for as long as it is commercially practical and technically feasible. However, Infor will periodically evaluate product families to determine whether there are an appropriate number of Licensees willing to invest in annual Infor Support contracts, and Infor will communicate any substantive Support changes to Licensees proactively. Enhancements, regulatory changes and technical environmental upgrades are generally applied only to the current release, while fixes are generally applied to the latest two releases of the product. Licensee should contact Infor for the lifecycle information for Licensee's specific Component System(s). This information is available on the Infor Support Portal.

4. Third Party Product Support

The support of Third Party Products and databases used by Infor Component Systems can only be provided as long as such Third Party Products and databases are supported by support plans from their respective vendors which track with the then-current Infor Support plans, and further provided Infor maintains a contractual relationship with such vendors that permits Infor to provide the same level of support for such Third Party Products and databases that Infor then-currently offers for its own Component Systems.

5. Infor Support Scope Coverage

Infor will respond to all Support incidents, however, Infor, at its sole discretion, will only spend up to fifteen (15) minutes on any incident that is outside the scope of Infor Support. Without limitation, this applies to the following areas:

- Implementation setup—any implementation issue such as business flow processes, configurations or installation of third party components such as databases and operating system (OS), benchmarking, training of users, etc.
- Application optimization —assistance in analyzing, testing, or improving the performance of the Component System
- Modified objects (custom software)—support of Infor's standard (unmodified) code set. Support does not include analyzing the code of module customizations and/or customized reports.
- Hardware/operating system*—any incident regarding assistance with the hardware configuration, operating system tuning, or database administration tasks
- Data correction—incidents related to data corrections or corruptions that are not caused by the malfunction of the unmodified standard Infor Component System
- Training—requests for training and education are provided through the Infor Consulting Services organization.
- Test or Development Server – troubleshooting issues regarding Component System functionality when conducting a test on a test server or development server

If Licensee is unsure whether the issue is a Support incident or an issue which requires consulting services, Licensee may initiate a Support incident request, and the support analyst will work with Licensee to determine the appropriate course of action.

**Provided for some products – please refer to your contract with Infor*

SOFTWARE LICENSE AGREEMENT

AGREEMENT NUMBER: _____

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made between **Infor Public Sector, Inc.** ("Infor") and the City of Beaverton ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

- (a) "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor.
- (b) "**Component System**" means any one of the computer software programs which is identified in the applicable Order Form as a Component System. "**Component Systems**" refers, collectively, to every Component System listed in the applicable Order Form between the parties, including all updates, releases, bug fixes, and enhancements provided by Infor to Licensee.
- (c) "**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, the Component Systems, all software provided with the Component Systems and all algorithms, methods, techniques, code (Source Code and Object Code) and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.
- (d) "**Delivery Address**" means the Licensee shipping address set forth in the applicable Order Form as the Delivery Address.
- (e) "**Delivery Date**" means, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, or (c) the date that Licensee actually receives the Component System.
- (f) "**Discloser**" means the party providing Confidential Information to the Recipient.
- (g) "**Documentation**" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of a Component System.
- (h) "**Documented Defect**" means a material deviation between the then-current, general release version of the Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.
- (i) "**Effective Date**" means the date identified on the signature page of this Agreement as the Effective Date.
- (j) "**Equipment**" mean the hardware and/or systems software configuration (e.g., the computer, computer platform, operating systems and/or data base management system) specified in the Order Form, or, in the absence of any such specification in the Order Form, the hardware and/or systems software configuration on which Infor generally supports use of the Component System.
- (k) "**Intellectual Property Rights**" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).
- (l) "**Licensee Employees**" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Component Systems, have executed an Infor-approved non-disclosure agreement and paid any applicable fees.
- (m) "**Marketing Associate**" means a third party entity specified on an Order Form which has an agreement with Infor authorizing such third party to market the Component Systems and related services, maintenance and support to Licensee.
- (n) "**Object Code**" means computer programs assembled, compiled, or converted to magnetic or electronic binary form, which are readable and useable by computer equipment.
- (o) "**Order Form**" means each order form or similar ordering document (including all Software Supplements) between the parties incorporating the terms of this Agreement and/or the Support Agreement that sets forth the Component Systems, associated fees and User Restrictions, among other terms.
- (p) "**Order Form Date**" means the date identified on the applicable Order Form as the Order Form Date.
- (q) "**Recipient**" means the party receiving Confidential Information to the Discloser.
- (r) "**Software Supplement**" means, with respect to a Component System, the addendum attached to the applicable Order Form that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflict with any other terms of this Agreement or the applicable Order Form, the terms of the Software Supplement will control.
- (s) "**Source Code**" means computer programs written in higher-level programming languages and readable by humans.
- (t) "**Support Agreement**" means the Software Support Agreement entered into between the parties as of the Effective Date.

(u) **“Third Party Licensor”** means a third party whose software products (**“Third Party Products”**) have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a **“Third Party Agreement”**).

(v) **“User Restriction”** means any Component System user restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Component Systems. Infor either owns all right, title and interest to, or has the right to license, the Component Systems.

3. License. Subject to the terms and conditions of this Agreement and the applicable Order Form (including, without limitation, with respect to termination), Infor grants Licensee a perpetual (unless otherwise specified on the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use the Component Systems (including any updates, enhancements or modifications to such Component Systems that Infor provides under the Support Agreement) on the Equipment for Licensee’s own business purposes and computing operations. Unless otherwise agreed in writing between the parties, Licensee’s business purposes do not include operation of a service bureau. The computer readable media containing the Component Systems may also contain software programs for which Licensee is not granted a license for use. Licensee may not make any use of any such software programs for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) **Documentation.** Except as otherwise provided in the applicable Software Supplement, Licensee may make a reasonable number of copies of the Documentation for each Component System for its internal use in accordance with the terms of this Agreement.

(b) **Additional Restrictions on Use of the Component Systems.** Licensee’s use of the Component Systems is subject to any User Restrictions specified in the applicable Order Form. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Component Systems. Licensee is prohibited from using the Component Systems to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Component Systems to be used by, or disclose all or any part of the Component Systems to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Component Systems and Licensee will neither export or re-export, directly or indirectly, the Component Systems, nor any direct product thereof in violation of such laws, or use the Component Systems for any purpose prohibited by such laws. Licensee acknowledges that a special security program or code (“Key”) may be required to operate the Component System. Any such Key may prevent the Component System from operating (i) on any configuration other than the Equipment or (ii) for more than the maximum number of users specified in an Order Form.

(c) **Intellectual Property Rights Notices.** Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the

Component Systems. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Component Systems.

(d) **Notice.** To use any of the Component Systems, Licensee may also need to obtain, install and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should request information about such necessary software products, database software products and software/hardware peripherals.

(e) **Source Code.** Unless otherwise explicitly provided in an Order Form, Licensee has no license to access or use, or any other rights in or to, the Source Code for a particular Component System. If the Order Form grants Licensee a license to use Source Code for a particular Component System, then Licensee has the limited right to use such Source Code to modify such Component System for its own internal computing operations. Subject to the foregoing, Licensee will not disclose all or any part of the Source Code for a Component System to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Component System (**“Derivative Works”**), even if solely created by Licensee pursuant to a license to use Source Code under this Agreement. Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee (if licensed to use Source Code in this Agreement) a perpetual (unless otherwise specified in the Order Form), non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee’s request and payment, for Licensee’s own business operational purposes and internal computing operations. Unless otherwise agreed in writing between the parties, Licensee’s business purposes do not include operation of a service bureau. Upon Infor’s request, Licensee will provide Infor with a copy (including all related documentation) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest in the Derivative Works.

4. Delivery. Except as otherwise provided in the applicable Order Form, the Delivery Date shall not be later than thirty (30) days after the Order Form Date.

5. Payment and Taxes.

(a) **Payment.** Licensee will pay Infor all license fees (as specified on an Order Form) within sixty (60) days of the Order Form Date and all invoices within sixty (60) days of the date of invoice. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. If an Order Form includes different payment terms than those of this Section 5(a), then the payment terms of such Order Form shall control. The invoice shall be submitted to Licensee in hard copy and electronic format. Each separate invoice shall: (i) clearly identify the Order Form to which it relates; (ii) list each Component System separately; (iii) include sufficient detail for each line item to enable Licensee to verify the amount; and (iv) include any other

information required by Licensee as set forth in the applicable Order Form.

(b) Taxes and Shipping Charges. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income, corporate activity, capital stock or specific to Infor, such as payroll taxes) and shipping charges relating to this Agreement, the Component Systems, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement and any Order Form. Infor will invoice Licensee for applicable tax and shipping amounts and such invoices are due within thirty (30) days of Licensee's receipt.

6. Limited Warranty, Disclaimer of Warranty and Remedies.

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants that each Component System licensed to Licensee will operate without a Documented Defect for a period of ninety (90) days from the Delivery Date. Infor warrants that the media on which the Component System is delivered will be free of material defects in material and workmanship for a period of ninety (90) days from the Delivery Date. Infor's sole obligation with respect to a breach of either of the foregoing warranties shall be to repair or replace the Component System or media giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System or media within a reasonable period of time, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of the applicable warranty. The remedies in this Section 6(a) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranties. Licensee must provide notice to Infor of any warranty claim within the warranty period.

(b) Disclaimer of Warranty. The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.**

(c) Abrogation of Limited Warranty. Infor will have no obligation under this Section 6 to the extent that any alleged breach of warranty is caused by: (i) any modification of the Component System; (ii) Licensee's failure to promptly implement changes that Infor provides to correct or improve the Component System; or (iii) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system other than the Equipment. The limited warranty in Section 6(a) shall not apply to (x) updates, enhancements or modifications provided under the Support Agreement or (y) previously licensed Component Systems for

which Licensee is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6, 8 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY COMPONENT SYSTEMS OR SERVICE UNDER THIS AGREEMENT.

(e) HIGH RISK ACTIVITIES. THE COMPONENT SYSTEMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE COMPONENT SYSTEMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE COMPONENT SYSTEMS IN SUCH APPLICATIONS.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information and survive in perpetuity

8. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any and all losses, costs and expenses, including Infor's attorney's fees at trial and on appeal to the extent arising from a third party claim, lawsuit, or cause of action against Licensee that the Component System infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability to the extent the claim arises from: (a) any modification of the Component System by Licensee; or (b) the use or combination of the Component System with any computer, computer platform, operating system and/or data base management system, other than the Equipment, by or on behalf of Licensee. If any Component System is, or in Infor's opinion is likely to become, the subject of

a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Component System. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. Term and Termination.

(a) **Right of Termination.** If either party materially breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay license fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement, including all Order Forms. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement (including all Order Forms) on less than thirty days' written notice. Notice to Infor of an alleged breach of warranty will not constitute a notice of termination of this Agreement.

(b) **Effect of Termination.** Upon termination of this Agreement by either party, Licensee will discontinue further use of the Component Systems, and will promptly return to Infor or (at Infor's request) destroy all copies of the Component Systems, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.

(d) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to either party pursuing any other remedies available to it.

10. Notices. All notices and other communications required or permitted under this Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. Except with respect to the payment of fees under this Agreement, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including acts of war, terrorist acts, natural disasters, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing ("Force Majeure Event"). This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement. As of the effective date of this Agreement, each party acknowledges that the COVID-19 pandemic declared by the World Health Organization on March 11, 2020 ("COVID-19 Pandemic"), is not a Force Majeure Event as defined under this section.

12. Assignment. Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Component Systems for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.

13. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

14. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Oregon, as applicable to agreements executed and wholly performed in Oregon, without application of any conflict of law provisions. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of Washington County, Oregon. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the District of Oregon. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

15. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE COMPONENT SYSTEMS, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE GREATER OF: 1) TWO TIMES THE AGGREGATE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR

THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY, OR 2) \$100,000.

(b) EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO VIOLATIONS OF INFOR'S INTELLECTUAL PROPERTY, LICENSEE'S PAYMENT OBLIGATIONS, AND INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS, OR LICENSEE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Component Systems.

17. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Infor will notify Licensee in writing at least thirty (30) days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's location and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted in this Agreement (for example, User Restrictions), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid license fees and associated fees for Support (as defined in the Support Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

18. Miscellaneous. Infor shall be permitted to reference this Agreement in one or more press releases. Infor and Licensee are independent contractors under this Agreement, and nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Infor is an Equal Employment Opportunity employer. As such, 41 CFR 60-1.4(a), 60-250.5, & 60-741.5 are incorporated by this reference.

19. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and terminates all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document that may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement or instrument entered into in connection with or contemplated by this Agreement, and any amendments, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person. This Agreement and all Order Forms may be signed in counterparts.

20. Insurance.

(a) Required Coverage. At all times during the Term, Infor shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts:

- (i) Commercial General Liability with limits no less than \$2,000,000 per claim and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations, and contractual liability coverage insuring the activities of Infor under this Agreement;
- (ii) Cyber Liability Insurance, including first party and third party coverage, with limits no less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all claims each policy year;
- (iii) Worker's Compensation and employers' liability insurance with limits in the minimum amount required by applicable Law for each accident and occupational illness claim;
- (iv) Commercial Automobile Liability with limits no less than \$1,000,000, each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and
- (v) Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for all claims each policy year.

(b) Policy Terms. All insurance policies required pursuant to this Section 20 (except for the Cyber Liability and Errors and Omissions/Professional Liability Insurance) shall:

- (i) Be issued by insurance companies with a Best's Rating of no less than A-VII;
- (ii) Waive any right of subrogation of the insurers against Licensee;
- (iii) Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensee shall be excess and non-contributory; and
- (iv) Name Licensee and all successors and permitted assigns, as additional insureds.

(c) Coverage. To the extent any insurance coverage required under this Section 20 is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Infor during the Term and any additional periods during which Infor does or is required to perform the Services. Claims-made insurance shall be continuously maintained until at least two (2) years beyond the expiration or termination of the Term, or Infor shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, for at least four (4) years from the occurrence of either such event.

(d) Certificates of Insurance. Upon Licensee's written request, Infor shall provide Licensee with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 20. Infor shall not do anything to invalidate such insurance.

(e) Non-Waiver. This Section 20 is not intended to and shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Agreement (including any provisions requiring a party to indemnify, defend and hold harmless the other party).

20. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority. Infor represents that it is an entity authorized to transact business in the State of Oregon.

21. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or its transactions.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor Public Sector, Inc.

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

LICENSEE: _____

Signature: _____

Printed Name: Denny Doyle

Title: Mayor

Address: 12725 SW Millikan Way

Address: Beaverton, OR 97005

Signature Date: _____

Approved as to form:

City Attorney's Office



SOFTWARE SUPPORT AGREEMENT

AGREEMENT NUMBER: _____

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between **Infor Public Sector, Inc.** ("Infor") and _____ ("Licensee") as of the Effective Date. The parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. Additional Definitions.

(a) "**Contract Period**" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "**Initial Term**" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "**Renewal Period**" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "**License Agreement**" means the Software License Agreement entered into between the parties as of the Effective Date.

3. Services.

(a) **Types of Services.** Subject to Licensee paying the applicable fee for Support for a particular Component System, Infor shall: (i) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (ii) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (iii) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) **Third Party Products.** With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System: (i) on any hardware or systems software configuration other than the Equipment, or (ii) that has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are

reasonably necessary for Infor to perform its obligations under this Section 3, including remote access to the Equipment. Support provided does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications.

4. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. If an Order Form includes different payment terms than those of this Section 4(a), then the payment terms of such Order Form shall control, but only for Support Fees on such Order Form. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments are non-refundable. The invoice shall be submitted to Licensee in hard copy and electronic format. Each separate invoice shall: (i) clearly identify the Order Form to which it relates, in such manner as is required by Licensee; (ii) list each fee item separately; (iii) include sufficient detail for each line item to enable Licensee to verify the calculation; and (iv) include any other information required by Licensee as set forth in the applicable Order Form.

(b) **Additional Costs.** If Licensee agrees to service on site, Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support in the amounts approved under Licensee's Travel Policy; reimbursement will be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor's net income, corporate activity, capital stock or specific to Infor, such as payroll taxes) relating to this Support Agreement or the services or payments provided for under this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within sixty (60) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Order Form. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

(e) **Dispute Resolution.** If Licensee has a reasonable dispute

with an invoice, Licensee will notify Infor of any disputed fees within five (5) business days of the invoice date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoices or Subscription Fees. Such designated representatives will work in good faith to resolve the dispute within five (5) business days after the initial request. If not resolved within five business days either party may request that this is re-evaluated by Infor management and management of Licensee either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the second request and paid within the payment terms set forth on the applicable Order Form. The parties agree and acknowledge that Licensee payment of any amount disputed in accordance with the foregoing, does not constitute any waiver of the dispute or issue by Licensee. If Licensee does not notify Infor of a dispute with an invoice, such invoice shall be deemed accepted and shall be paid in accordance with the payment terms set forth on the Order Form.

5. **Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

6. **Disclaimer of Warranties.** Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.**

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies. Termination of this Support Agreement shall also terminate all related Order Forms under this Support Agreement, but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement, unless such licenses are terminated pursuant to the terms of the License

Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE GREATER OF: 1) TWO TIMES THE AGGREGATE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE CONTRACT PERIOD UP TO THE DATE IN WHICH SUCH LIABILITY FIRST AROSE, OR 2) \$100,000.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS, OR LICENSEE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement. This Support Agreement and any signed agreement or instrument entered into in connection with or contemplated by this Agreement, and any amendments, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person. This Support Agreement and all Order Forms may be signed in counterparts.

10. **Insurance.**

(a) **Required Coverage.** At all times during the Term, Infor shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts:

- (i) Commercial General Liability with limits no less than \$2,000,000 per claim and \$3,000,000 in the aggregate, including bodily injury and property damage and products and completed operations, and contractual liability coverage insuring the activities of Infor under this Agreement;
- (ii) Cyber Liability Insurance, including first party and third party coverage, with limits no less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all claims each policy year;

- (iii) Worker's Compensation and employers' liability insurance with limits in the minimum amount required by applicable Law for each accident and occupational illness claim;
- (iv) Commercial Automobile Liability with limits no less than \$1,000,000, each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and
- (v) Errors and Omissions/Professional Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for all claims each policy year.

(b) Policy Terms. All insurance policies required pursuant to this Section 10 (except for the Cyber Liability and Errors and Omissions/Professional Liability Insurance) shall:

- (i) Be issued by insurance companies with a Best's Rating of no less than A-VII;
- (ii) Waive any right of subrogation of the insurers against Licensee;
- (iii) Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensee shall be excess and non-contributory; and
- (iv) Name Licensee and all successors and permitted assigns, as additional insureds.

(c) Coverage. To the extent any insurance coverage required under this Section 10 is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Infor during the Term and

any additional periods during which Infor does or is required to perform the Services. Claims-made insurance shall be continuously maintained until at least two (2) years beyond the expiration or termination of the Term, or Infor shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, for at least four (4) years from the occurrence of either such event.

(d) Certificates of Insurance. Upon Licensee's written request, Infor shall provide Licensee with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 10. Infor shall not do anything to invalidate such insurance.

(e) Non-Waiver. This Section 10 is not intended to and shall not be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Agreement (including any provisions requiring a party to indemnify, defend and hold harmless the other party).

11. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority. Infor represents that it is an entity authorized to transact business in the State of Oregon.

12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or its transactions.

THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: _____

Infor Public Sector, Inc.

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

LICENSEE: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Contract Review Board – Authorize Staff to Enter Into Contract Negotiations With Top Vendor for Delivery of a New Electronic Permitting System for the City’s Development Review Process

FOR AGENDA OF: 02-11-20 **BILL NO:** 20045

MAYOR’S APPROVAL: *[Signature]*

DEPARTMENT OF ORIGIN: CDD *[Initials]*

DATE SUBMITTED: 01-28-20

CLEARANCES:

- City Attorney *[Signature]*
- Mayor’s Office *[Signature]*
- Finance *[Signature]*
- Purchasing *[Signature]*
- ISD *[Signature]*
- Police *[Signature]*
- Public Works *[Signature]*
- HR *[Signature]*

PROCEEDING: CONSENT AGENDA
(Contract Review Board)

- EXHIBITS:**
1. Project Summary Memo
 2. Project Summary Memo – Costs
 3. Proposal Scoring – Round 2
 4. Development Review Process Update Jan/Feb 2020

BUDGET IMPACT

| EXPENDITURE | AMOUNT | APPROPRIATION |
|--|----------------------|-----------------------------|
| REQUIRED \$ 400,000 (FY 2019-20 Estimate) | BUDGETED \$1,000,000 | REQUIRED \$-0- (FY 2019-20) |
| \$ 800,000 (FY 2020-21 Estimate) | | |
| \$2,922,877 (Proposal Total Cost Over a Ten Year Investment)** | | |

*The FY 2019-20 Budget includes the following appropriations for this project in Account Number: 001-70-0661-15-675 General Fund - Community Development Department – Department Admin & Support Program – Capital Outlay Class - Computer Software Packages Object \$750,000 and Account Number 105-70-0664-15-675 Building Operating Fund – Community Development Department – Building Division Administration Program – Capital Outlay Class - Computer Software Packages Object \$250,000.

** The total cost proposal or \$2,922,877 is comprised of \$724,500 in one time acquisition costs and \$2,198,377 in recurring subscription and maintenance charges over a ten-year period, which averages out to \$219,838 per year.

RECOMMENDED ACTION:

City Council, acting as Contract Review Board, authorizes staff to enter into contract negotiations with TruePoint Solutions of Incline Village, NV for implementation of Infor Public Systems software to result in an Electronic Permit System for the City’s Development Review Process. The proposal provided to the City in August 2019 by TruePoint Solutions, in response to Electronic Permitting System RFP 3524-19B, included a total ten year investment amount of \$2,922,876.73. The final contract and amount is to be brought forward to the Contract Review Board at a later date and time for review and approval.

If the City and TruePoint Solutions are unable for any reason to reach agreement on a contract within a reasonable amount of time, the City may formally terminate negotiations, and may thereafter negotiate

with the next highest scoring proposer, Tyler Technologies, and continue the sequential process until the City has either determined to award the contract with whom it is currently negotiating with pursuant to BPC 47-0261 (I) (3), or has decided to cancel the procurement under ORS 279B.100.

HISTORICAL PERSPECTIVE:

From Spring 2015 through the present, City staff and managers responsible for the development review process, with assistance from Kennedy Consulting, LLC, Koné Consulting, LLC, and Communitas Planning, LLC have been identifying and implementing business process improvements. The primary purpose of this project is to meld the Planning, Site Development and Building processes into a seamless development review process that is:

- 1) supported by customer service that is timely, consistent, respectful, clear, accountable; and
- 2) conducted in partnership with the development community, with better tools and support to staff in performing their roles.

At the conclusion of Phase 1, a report was presented to City Council with specific recommendations regarding actions that the City should take in order to improve development review processes. Staff, consultants and stakeholders have made a great deal of progress on many actions, including actions identified for Phase 2 and Phase 3.

During Phase 3 staff have been implementing Electronic Document Review and electronic receipt of applicant materials, improving aspects of communication including webpage updates for 'Building in Beaverton', exploring additional avenues of coordination including Service Provider Letters with partner agencies, delving into inspections and project closeout, and multiple other solutions. With the assistance of BerryDunn, identification of a vendor for a new Electronic Permitting System has been the main focus of Phase 3 over the past year.

This project uses a continuous improvement approach to facilitate outcomes, including:

- a shared vision for an improved process,
- a clear understanding among all process owners of the end-to-end process,
- open identification of inefficiencies or points of confusion that results in problem solving and testing solutions, and
- implementation of changes that improve customer and staff satisfaction.

INFORMATION FOR CONSIDERATION:

Phase 4 of this project was forecasted to include implementation of a new Electronic Permitting System. An Electronic Permitting System includes documenting and building workflows into a system that can track work. It is expected to increase internal and external customer service and increase ease of use by all users through:

- providing citizens with 24/7 access to information on projects that are under review within the City;
- providing project owners and their consultants with 24/7 access to
 - submitting applications and permit requests to the City along with payment;
 - the status of their project(s) including application and permit review, approval, issuance, inspections, acceptance and bonding;
- assisting staff in managing the many workflow processes within the City's development review process;
- being integrated with Geographical Information Systems (GIS);
- being available on mobile devices.

Request for Proposals (RFP) Process

A brief description of the City's RFP process for a new Electronic Permitting System (EPS) is provided below. Additional information on the City's RFP process for a new EPS, facilitated by BerryDunn, is included in the attached memos, listed as Exhibits:

1. Project Summary Memo
2. Project Summary Memo – Costs
3. Proposal Scoring – Round 2

The Project Summary Memo (Exhibit 1) provided by BerryDunn, dated November 4, 2019, provides a great overview of the process that staff, facilitated by Berry Dunn, have been pursuing since January, 2019. Below is an additional overview of the Request for Proposals (RFP) process beginning with advertising of RFP 3524-19B.

The RFP was advertised in the *Daily Journal of Commerce* on July 3, 2019. A total of nine (9) proposals were received and opened at 2:00 PM on August 12, 2019. The proposals were reviewed by a selection committee comprised of City staff. All proposals were evaluated on the following factors: Functional (20 points possible), Technical (20 points possible), Approach (15 points possible), Experience (20 points possible), Cost (15 points possible), and Beaverton Equity Procurement Program (10 points possible). The selection committee members met and discussed their individual review of each proposal and came to a consensus score for each proposer, which is included in the Project Summary Memo (Exhibit 1).

Based on the evaluation criteria scoring, staff invited the top four (4) proposers receiving the highest scores for demonstrations. The demonstrations provided each of the top four (4) proposers with an opportunity for clarification and elaboration of each proposal and to respond to questions presented by staff. Demonstrations were 1-1/2 days per proposer and were held September 26, 2019 through October 11, 2019.

After demonstrations, staff determined that reference check phone calls were warranted for all four of the top proposers. Staff contacted multiple proposer references as well as other regional jurisdictions and asked for an hour of their time. Staff were able to schedule and conduct at least three reference calls for each proposer. Each reference phone call resulted in jurisdictions sharing their perspectives on one or more of the proposing companies and were completed October 23 through November 7, 2019 and on December 19, 2019.

On November 13, 2019 staff met with the Development Review Process Leadership Team to discuss status of the solicitation including differences and similarities in approaches to meeting the evaluation criteria by the top four (4) proposers, the outcome of reference check phone calls and proposal costs, which are included in the Project Summary Memo - Costs (Exhibit 2). Based upon this discussion with the Leadership Team, it was determined that a core group of staff should conduct a site visit to a jurisdiction currently utilizing the TruePoint Solutions services and InforPS software prior to final scoring. Staff then reached out to jurisdictions that are implementing or have implemented InforPS. Staff were able to make arrangements with the City of North Vancouver, British Columbia, Canada. Four staff made a full-day site visit to the City of North Vancouver on December 13, 2019, during which the staff of the City of North Vancouver walked City of Beaverton staff through many of the challenges, successes and lessons learned through their implementation of InforPS with TruePoint Solutions.

After proposal review, demonstrations, reference checks and a site visit, staff convened a meeting to complete final scoring on December 20, 2019. With final scoring complete, staff presented their recommendation to the Leadership Team via email. Based upon the final scores (Exhibit 3), the Leadership Team approved a 'Notice of Intent to Award' for TruePoint Solutions as the top proposer for RFP 3524-19B.

Timing of the project kick-off will be determined through contract negotiations and approval of the resulting contract and cost by the Contract Review Board at a future date and time. Staff expect that some of the FY 2019-20 appropriations may be incurred by June 30, 2020. Implementation should be complete in 2022.

Implementation of a new electronic permitting system will cause ripple effects throughout the organization of the City. Staff attempted to address some of the effects through a briefing update provided to City Council members January 22-24, 2020 (Exhibit 4). Budgetary and other impacts are anticipated to be incurred through the addition of staff (permanent and limited duration), additional workspace and equipment, and demands on services of departments outside of Finance and Community Development.



City of Beaverton
Electronic Permitting System Selection Project

PROJECT MEMORANDUM

TO: Beaverton Project Team and Leadership Team
 FROM: BerryDunn Project Team
 SUBJECT: Summary of Project Activity
 DATE: November 4, 2019

1.0 Introduction and Memo Background

The purpose of this memo is to provide an executive summary of the work performed to date as part of the electronic permitting system selection project. The following table contains an overview of key project activities and dates.

Table 1.1: Key Project Activities

| Month | Key Project Activities |
|----------------|--|
| February 2019 | <ul style="list-style-type: none"> • Contract Executed (January 29) • Project Work Plan and Schedule (February 25) |
| February 2019 | <ul style="list-style-type: none"> • Project Kickoff Meeting and Fact-Finding Meetings (February 26 – 28) |
| March 2019 | <ul style="list-style-type: none"> • Current State Analysis and Recommendations Report Development (March 11 – March 29) |
| May 2019 | <ul style="list-style-type: none"> • Final Current State Analysis and Recommendations Report (May 3) |
| May 2019 | <ul style="list-style-type: none"> • Joint Requirements Planning (JRP) Work Sessions (May 29 – May 30) |
| July 2019 | <ul style="list-style-type: none"> • Request for Proposal (RFP) Issued (July 3) |
| August 2019 | <ul style="list-style-type: none"> • Proposals Received (August 12) |
| September 2019 | <ul style="list-style-type: none"> • Round 1 Scoring (September 5) |
| September 2019 | <ul style="list-style-type: none"> • Vendor Demonstrations (September 30 – October 11) |
| October 2019 | <ul style="list-style-type: none"> • Reference Checks |
| November 2019 | <ul style="list-style-type: none"> • Final Scoring (November 13) |
| December 2019 | <ul style="list-style-type: none"> • Contract Negotiation Assistance (November – January) |
| January 2020 | <ul style="list-style-type: none"> • Implementation Planning Memo (November – January) |



2.0 Current State Analysis and RFP Development

2.1 Current State Analysis

In January 2019, BerryDunn facilitated a project planning work session with the Beaverton (City) project manager and members of the City's Project Team. In February 2019, BerryDunn facilitated a project kickoff meeting with the City Project Team and department users. Following the project kickoff meeting, BerryDunn facilitated fact-finding meetings with staff who have daily interactions with the existing City applications that currently support related business processes in place. These meetings are listed in the following table.

Table 2.1: Fact-Finding Meetings

| No. | Meeting | No. | Meeting |
|-----|---|-----|---|
| 1 | Building Division - Plans Examination | 12 | Mayor's Office Programs |
| 2 | Building Division - Plans Examination Process Observation | 13 | Planning and Transportation |
| 3 | Building Inspections: Ride-along | 14 | Planning Process Observation |
| 4 | CDD Overall Meeting with Division Managers | 15 | Police - Code Compliance |
| 5 | City Project Management Team Work Session | 16 | Public Works - Capital Projects and Engineering & Water, S/S/S, Arbor |
| 6 | Customer Focus Group | 17 | Records Archives Division |
| 7 | Development & Economic Development | 18 | RFP Planning Work Session with Procurement |
| 8 | Finance | 19 | Site Development Division |
| 9 | Information Technology | 20 | Site Development Inspections: Ride-along |
| 10 | Inspections (Building and Site) | 21 | Site Development Process Observation |
| 11 | Leadership Team Work Session | | |

Following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities and developed a Current State Analysis and Recommendations Report. This report was reviewed with the City Project Team on April 15, 2019. Following this work session, the report was updated to final on May 3, 2019.

2.2 Requirements and RFP Development

Based on the information gathered through the current state analysis and review of requested documentation, BerryDunn developed a Preliminary List of Functional and Technical Requirements. These requirements were provided to the City, and confirmed and updated during a series of JRP work sessions held on May 29 – 30, 2019.



In parallel to the development of the Preliminary List of Functional and Technical Requirements, a draft RFP package was developed in collaboration with the City Purchasing Agent.

2.3 RFP Process

The RFP was issued on July 3, 2019. The table below contains the RFP schedule of events that was included in the RFP.

Table 2.2: RFP Schedule of Events

| Event | Estimated Date |
|--|----------------------------|
| RFP Published | July 3, 2019 |
| Pre-Proposal Vendor Conference | July 16, 2019 |
| Deadline for Questions From Vendors | July 25, 2019 |
| Final Addendum for Questions Published | July 18, 2019 |
| Deadline for Proposal Submissions | August 12, 2019 |
| Short-List Vendors Notified | Week of September 9, 2019 |
| Vendor Demonstrations | Week of September 30, 2019 |

As part of the RFP, vendors were instructed to provide their responses in a standard, tabbed format using templates and forms included in the RFP to allow for ease of comparison between proposers. The RFP also contained instruction and response-indicator details for responding to the City's Functional and Technical Requirements.

3.0 Proposal Evaluation

3.1 Proposal Review

The City Evaluation Team consisted of Leigh Crabtree, Jana Fox, Jody Yates, Kimberlee McArthur, Susan Cole, and Taylor Hollandsworth. The table below presents the evaluation criteria identified in the RFP, along with the possible points.

Table 3.1: Evaluation Criteria

| Criteria and Possible Points | Description |
|-----------------------------------|---|
| Functional Possible points: 20 | This criterion considers the ability of the proposed software to meet the City's functionality needs. This includes the ability to meet the Functional Requirements for the functional areas that are proposed and the ability for the proposed software to integrate with the City's system environment. |
| Technical Possible points: 20 | This criterion considers the ability of the proposed software to align with the City's preferred technical specifications and interface requirements. This |



| Criteria and Possible Points | Description |
|--|---|
| | <p>criterion will also consider the level of integration among proposed system modules.</p> |
| <p>Approach Possible points: 15</p> | <p>This criterion considers the Respondent's understanding of the scope of work, and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Respondent's approach to contracting, training and support.</p> |
| <p>Experience Possible points: 20</p> | <p>This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response, as well as learned through the reference check process.</p> |
| <p>Cost Possible points: 15</p> | <p>This criterion considers, as applicable, the price of the software license/subscription schedule, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the City will evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations.</p> |
| <p>Beaverton Equity Procurement Program Possible points: 10</p> | <p>The City is dedicated to increasing opportunities for enterprises that have been certified by the State of Oregon, through the Certification Office for Business Inclusion and Diversity (COBID). A directory of these state-certified firms is available at www.oregon4biz.com/certification. The City is striving to award a minimum of 10 percent of its overall dollar amount of contracting and purchasing activities to firms certified by COBID. In evaluating proposals, the City will consider whether firms will be able to help the City achieve this goal. Therefore, the proposal shall address the following:</p> <ol style="list-style-type: none"> 1. Is your firm currently certified through the State of Oregon COBID? If yes, indicate all certification types and your firm's certification number(s). If Proposer is a COBID certified firm, 4 points are awarded. If Proposer is not a COBID certified firm, 0 points will be awarded. 2. Provide a narrative description of your firm's experience, including any innovative or successful measures, promoting COBID certified enterprises as partners, subcontractors, or suppliers on previous projects. (1 point) |



| Criteria and Possible Points | Description |
|------------------------------|---|
| | <ol style="list-style-type: none"> 3. Provide a list and percentage of total contract dollars spent with COBID certified enterprises with which the Proposer's firm has had a contractual relationship during the last 12 months. (2 points) 4. Describe the actions the Proposer will take to include COBID certified enterprise participation on this project. Of the subcontractors identified in Attachment "A" – "Proposal Response Forms", specify which subcontractors are COBID certified enterprises and what certification they hold, if any. (3 points) 5. State the participation goal the Proposer believes it can realistically achieve on this project using COBID certified enterprises identified above. A percentage level is preferred. If Proposer states Zero percent, 0 points will be awarded. (2 points) |

3.2 Round 1 Scoring

The Round 1 scoring meeting was held on September 5, 2019. The purpose of this meeting was to discuss each proposal received, perform the first round of scoring, and plan for vendor demonstrations. The following table contains the summary results from this meeting.

Table 3.2: Round 1 Scoring Results

| No. | Vendor | Functional | Technical | Approach | Experience | Equity | Total |
|-----------------|---------------|------------|-----------|----------|------------|--------|-------|
| Possible Points | | 20 | 20 | 15 | 20 | 10 | 85 |
| 1 | Accela | 16 | 17 | 11 | 14 | 2 | 60 |
| 2 | Avocette | 9 | 15 | 11 | 11 | 0 | 46 |
| 3 | CentralSquare | 12 | 13 | 10 | 13 | 0 | 48 |
| 4 | Citizenserve | 12 | 19 | 9 | 14 | 0 | 54 |
| 5 | CityView | 16 | 10 | 9 | 12 | 0 | 47 |
| 6 | Oracle | 6 | 14 | 7 | 8 | 0 | 35 |
| 7 | TruePoint | 17 | 17 | 12 | 13 | 0 | 59 |
| 8 | Tyler | 19 | 13 | 12 | 16 | 0 | 60 |
| 9 | Vision33 | 18 | 17 | 11 | 15 | 0 | 61 |

3.3 Vendor Demonstrations

Following the Round 1 scoring meeting, BerryDunn led the development of Vendor Demonstration Scripts and a Demonstration Schedule. These files were provided to the City Evaluation Team for review and input. They were then updated to final and provided to Accela, TruePoint, Tyler, and Vision33. BerryDunn also developed Demonstration Participation



Instruction Memos for the City Evaluation Team and additional demonstration participants. These memos contained information on how to prepare for and participate in the vendor demonstrations. The vendor demonstrations were held over a seven-day period, with one follow-up demonstration on October 11, 2019. Overall sessions were held to demonstrate the exchange of information between the project development, permitting, inspections, and fees and payments modules, to discuss the implementation approach, and to discuss technical considerations of each system. The table below contains the demonstration dates.

Table 3.3: Demonstration Dates

| Vendor Name | Session Start | Session End |
|--------------------|-------------------------------|-------------------------------|
| Vision33 | September 26, 2019 8:30 a.m. | September 27, 2019 12:00 p.m. |
| Tyler Technologies | September 30, 2019, 8:30 a.m. | October 1, 12:00 p.m. |
| Accela | October 1, 2019 8:30 a.m. | October 2, 2019 4:30 p.m. |
| TruePoint | October 3, 2019 8:30 a.m. | October 4, 2019 12:00 p.m. |

3.4 Reference Check Process

Following the vendor demonstrations, BerryDunn developed a reference prompt memo and scripts for distribution to the references provided by Accela, TruePoint, Tyler, and Vision33. The City has started reference calls and exploring site visits in the Beaverton area. The information from the reference check process will allow the City to understand further information about the vendors being considered. The City will learn things about how the vendor was to work with, how their consulting team was to work with, and lessons learned from the experiences that they share. Once the reference check process is complete, BerryDunn will facilitate the final round of scoring on November 13, 2019.



City of Beaverton
Electronic Permitting System Selection Project

PROJECT MEMORANDUM

TO: City of Beaverton Evaluation Committee
FROM: BerryDunn Project Team
SUBJECT: Proposal Summary Memo – Costs
DATE: November 4, 2019

The purpose of this memo is to present a summary of the cost proposals received as part of the City of Beaverton's (the City's) Request for Proposal (RFP), to the Evaluation Committee so that the Evaluation Committee is informed of potential costs going forward. The costs presented in this memo are subject to adjustment based upon further analysis. Footnotes have been provide to clarify any assumptions made or additional analysis conducted to arrive at the cost-detail from proposing Vendors.

Subscription Deployment

Vendors were asked to propose costs for a subscription or a Software as a Service (SaaS) option. These proposed costs are presented in the next four sub-sections of this memo.



1.1 One-Time Costs

Table 1.1 lists proposed one-time costs organized by cost area.

Table 1.1: One-Time Costs (\$)

| One-Time Costs (\$) | | | | |
|---|-----------------------|---------------------|---------------------|-----------------------|
| Cost Area | Accela | TruePoint | Tyler | Vision33 |
| Professional Service | \$937,600.00 | \$436,000.00 | \$324,975.00 | \$950,000.00 |
| Project Management | \$189,440.00 | \$74,000.00 | \$120,000.00 | - |
| Training | \$24,000.00 | \$18,500.00 | \$77,000.00 | - |
| Customizations | \$142,080.00 | - | - | - |
| Interface | \$236,800.00 | \$84,000.00 | \$8,000.00 | - |
| Data Conversion | \$118,400.00 | \$70,000.00 | \$20,000.00 | - |
| Server Hardware | - | - | - | - |
| Third-Party Hardware | - | - | - | - |
| Third-Party Software | - | - | - | - |
| Expenses (Misc.) | - | - | - | \$125,000.00 |
| Other | - | - | \$9,000.00 | - |
| Other | - | - | \$5,000.00 | - |
| Discount | - | - | \$6,250.00 | - |
| Total (Excluding Year 1 Subscription Cost) | \$1,648,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |

1.2 Estimated Travel Costs

Table 1.2 lists estimated travel costs.

Table 1.2: Estimated Travel Costs (\$)

| Estimated Travel Costs (\$) | | | | |
|----------------------------------|--------------------|--------------------|--------------------|---------------------|
| Cost Area | Accela | TruePoint | Tyler | Vision33 |
| Estimated Travel Expenses | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |



1.3 Recurring Subscription Costs

Table 1.3 lists proposed recurring subscription costs organized by year.

Table 1.3: Recurring Subscription Costs by Year (\$)

| Recurring Subscription Costs by Year (\$) | | | | |
|---|-----------------------|------------------------|-----------------------|-----------------------|
| Year | Accela | TruePoint ¹ | Tyler | Vision33 |
| Year 1 | \$279,793.18 | \$150,894.00 | \$155,990.00 | \$364,148.68 |
| Year 2 | \$275,906.74 | \$176,529.00 | \$155,990.00 | \$375,073.14 |
| Year 3 | \$275,906.74 | \$199,254.00 | \$155,990.00 | \$386,325.33 |
| Year 4 | \$275,906.74 | \$207,224.16 | \$163,790.00 | \$397,915.09 |
| Year 5 | \$275,906.74 | \$215,513.13 | \$171,980.00 | \$409,852.55 |
| Year 6 | \$275,906.74 | \$224,133.65 | \$180,579.00 | \$422,148.12 |
| Year 7 | \$275,906.74 | \$235,340.33 | \$189,608.00 | \$434,812.57 |
| Year 8 | \$275,906.74 | \$247,107.35 | \$199,088.00 | \$447,856.94 |
| Year 9 | \$275,906.74 | \$259,462.72 | \$209,042.00 | \$461,292.65 |
| Year 10 | \$275,906.74 | \$272,435.85 | \$219,494.00 | \$475,131.43 |
| 10-Year Total | \$2,762,953.84 | \$2,187,894.19 | \$1,801,551.00 | \$4,174,556.52 |

¹ TruePoint proposed a 16% increase for Year 2 and a 13% increase for Year 3.



1.4 Total Costs (One-Time and Recurring Costs)

Table 1.4 lists proposed total costs organized by cost area. This table includes the totals from Tables 1.1, 1.2, and 1.3—and assumes that one-time costs and travel costs (Tables 1.1 and 1.2) are incurred during Year 1.

Table 1.4: Total Costs by Year (\$)

| Total Costs by Year (\$) | | | | |
|------------------------------------|-----------------------|-----------------------|-----------------------|--------------------------|
| Cost Area | Aseda | TruePoint | Tyler | Vision33 |
| Total Discounted One-Time | \$1,648,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |
| Total Estimated Travel | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |
| Recurring Subscription (Year 1-10) | \$2,762,953.84 | \$2,187,894.19 | \$1,801,551.00 | \$4,174,556.52 |
| Other In-Scope | - | - | - | \$75,000.00 ¹ |
| Recurring Maintenance (Years 1-10) | - | \$10,482.54 | - | - |
| Total Ten Year Investment | \$4,431,273.84 | \$2,922,876.73 | \$2,424,476.00 | \$5,324,556.52 |

¹ Vision33 reported a \$75,000 one-time cost for cloud hosting services and product support.



1.5 Optional Costs (One-Time and Recurring Costs)

Table 1.5 lists proposed optional costs.

Table 1.5: Proposed Optional Costs (\$)

| Proposed Optional Costs (\$) | |
|--|--------------|
| Accela | |
| Accela Civic Solutions for Building and Planning on Azure Government Cloud (Recurring) | \$430,456.96 |
| Post Go-Live Support, Custom Modification Maintenance (Recurring) | \$78,000.00 |
| Upgrade Testing Service, Services – Testing in Non-Production | \$10,000.00 |
| TruePoint | |
| N/A | - |
| Tyler | |
| EnerGov Assist, post go-live configuration support (Recurring) | \$30,000.00 |
| Socrata Citizen Connect (Recurring) | \$3,000.00 |
| EnerGov Community Development Feeds for Socrata Citizen Connect (Recurring) | \$5,000.00 |
| Vision33 | |
| N/A | - |



1.6 Optional Costs (One-Time and Recurring Costs)

Table 1.6 lists proposed total costs organized by cost area with all optional costs included.

Table 1.6: Total Costs (Including Optional Cost) by Year (\$)

| Total Costs (Including Optional Cost) by Year (\$) | | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| Cost Area | Aspen | TruePoint | Tyler | Vision33 |
| Total Discounted One-Time | \$1,658,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |
| Total Estimated Travel | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |
| Recurring Subscription (Year 1-10) | \$4,855,905.82 | \$2,187,894.19 | \$2,202,411.63 | \$4,174,556.52 |
| Other In-Scope | - | - | - | \$75,000.00 |
| Recurring Maintenance (Years 1-10) | - | \$10,482.54 | - | - |
| Total Ten Year Investment | \$6,524,225.82 | \$2,922,876.73 | \$2,825,336.63 | \$5,324,556.52 |

| City of Beaverton Electronic Permitting System Selection Project 3524-19B Round 2 Proposal Scoring | | | | | | | |
|---|------------|-----------|----------|------------|---|-------|-------------|
| | Functional | Technical | Approach | Experience | Beaverton Equity Procurement Program | Cost | Total Score |
| Possible Points | 20 | 20 | 15 | 20 | 10 | 15 | 100 |
| TruePoint | 18 | 17 | 14 | 16 | 0 | 12.44 | 77.44 |
| Tyler Technologies | 19 | 11 | 12 | 16 | 0 | 15.00 | 73.00 |
| Vision33 | 16 | 15 | 11 | 15 | 0 | 6.83 | 63.83 |
| Accelea | 15 | 15 | 8 | 11 | 2 | 8.21 | 59.21 |



DEVELOPMENT REVIEW PROCESS (DRP)
Update
Jan/Feb 2020

TEAMWORK + SOLUTIONS = SERVICE



ELECTRONIC PERMITTING SYSTEM

Request for Proposals (RFP) Update and Vendor Selection Process

• **SELECTION PROCESS**

Nov 4 Memos and Scoring

• **RECOMMENDED VENDORS**

TruePoint Solutions implementing InforPS

• **VENDOR COST PROPOSAL**

Total over 10 years \$2,922,876.73

• **PROCESS & TIMELINE** (tentative)

- **City Council** Feb 11
 - Presentation: DRP Update; focus on EPS implementation and organizational impact
 - CRB: Request to enter into contract negotiations
 - Staff: Request new Limited Duration Implementation Project Manager

• **LD Implementation Project Manager**

➢ Onboard Apr / May

• **Negotiations** (approximately four months)

➢ Process Feb-Jun

• **City Council**

➢ CRB – contract execution Jun / Jul

• **Implementation** (18 to 24 months)

➢ Go Live Summer 2022

Proposed Year 1 Investment

\$860,000 Vendor Cost Estimate
12 Dedicated City Staff
1 Dedicated Workroom

FY 2019-20 Budget

Computer Software

\$750,000 Administration
\$250,000 Building

Professional Services

RFP Consultant (BerryDunn)
\$ 45,000 Administration
\$ 15,000 Building
Implementation & Training
\$ 45,000 Administration
\$ 15,000 Building

Information Attached

1. Project Summary Memo, Nov 4, 2019
2. Project Summary Memo – Costs, Nov 4, 2019
3. Proposal Scoring - Round 2 Dec 20, 2019



DEVELOPMENT REVIEW PROCESS (DRP)

Update
Jan/Feb 2020

ORGANIZATIONAL CAPACITY

Does the City have the organizational capacity to support successful implementation of a new permitting system at this time?

STAFF RESOURCES

The proposals, references and a site visit provided staff with a number of insights regarding the level of effort and resource needed for successful implementation of a new Electronic Permitting System. Anticipated staff resources are outlined below.

- **Community Development:** (Administration, Planning, Site Development, Building) Considerable staff time assisted by **seven limited duration positions**, six of these positions are to back fill the essential functions of Subject Matter Experts (SMEs) who will be spending large portions of their work time informing implementation.

FY 2019-20 through FY2021-22

Priority Request, Hire ASAP

- **Implementation Project Manager** (1.0 FTE add position, limited duration)
Using the 'Applications Development Manager' class specification

FY 2020-21 through FY2021-22

Starting dates beginning in July 2020

- **Planning** (2.0 FTE SME backfill, limited duration)
 - **Site Development** (2.0 FTE SME backfill, limited duration)
 - **Building** (2.0 FTE SME backfill, limited duration)
 - **Finance:** Information Services
Considerable staff time in **one existing position** and **four new positions**
- FY 2019-20
- **Business Analyst Programmer** (1.0 FTE existing position backfill)
 - **Business Analyst** (2.0 FTE add position, new class spec)
 - **System Analyst** (1.0 FTE add position, new class spec)
 - **Computer Tech** (1.0 FTE add position)
 - **Community Development:** (Development, Economic Development, Transportation) Workflow discussions, testing, etc.
 - **Finance:** Procurement, negotiations, implementation, etc.
 - **City Attorney:** Procurement, negotiations, implementation, etc.
 - **Human Resources:** Class specifications, postings, hiring, onboarding, etc.
 - **Mayor's Office:** Facilities accommodations, communications, etc.
 - **Public Works:** Workflow discussions, testing, etc.
 - **Beaverton Police Department:** Workflow discussions, testing, etc.

FEE UPDATES

Current City Development Review Fees are being reviewed. The addition of Technology Fee to off-set costs of a permitting system and related hardware would be a consideration that staff could bring forward to City Council at a future date and time.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Contract Award – TruePoint Solutions for Electronic Permitting System Software Implementation Services

FOR AGENDA OF: 08-04-20 **BILL NO:** 20218

MAYOR'S APPROVAL: *Denny Doyle*

DEPARTMENT OF ORIGIN: CDD CT

DATE SUBMITTED: 07-28-20

CLEARANCES: City Attorney *MKS*

Mayor's Office *M*

Finance *PA*

Purchasing *TM*

ISD *TH*

PROCEEDING: Consent Agenda
(Contract Review Board)

- EXHIBITS:**
1. Personal Services Contract
 2. Scope of Work
 3. Milestones
 4. Agenda Bill 20045

BUDGET IMPACT

| EXPENDITURE | AMOUNT | APPROPRIATION |
|---|---|--|
| REQUIRED \$340,875.00 (General Fund) | BUDGETED \$396,000* | REQUIRED \$60,790.50 |
| \$113,625.00 (Building Fund) | \$280,084.50 | (General Fund Carry-Forward from FY 2019-20) |
| \$453,375.00 (Estimated Investment Year One)** | (General Fund remainder after Infor expenditure) | |
| \$270,000.00 (Estimated Investment Year Two)*** | \$250,000* | \$-0- |
| \$724,500.00 (Total Investment)**** | \$211,361.50 | |
| | (Building Fund remainder after Infor expenditure) | |

*The FY 2020-21 Budget includes the following appropriations for this project in Account Number: 001-70-0661-15-675 General Fund – Community Development Department – Department Admin & Support Program – Capital Outlay – Computer Software Packages \$396,000 and Account Number 105-70-0664—15-675 Building Operating Fund – Community Development Department – Building Division Administration Program – Capital Outlay – Computer Software Packages \$250,000.

** The total estimated investment in year one of the TruePoint Solutions contract is \$453,375.

*** The balance of the TruePoint Solutions contract after the estimated year one expenditure is \$270,000.

**** The total investment in the TruePoint Solutions contract is \$724,500.

RECOMMENDED ACTION:

City Council, acting as the Contract Review Board, authorizes the Mayor to sign a contract in a form approved by the City Attorney with TruePoint Solutions, of Incline Village, Nevada, for Electronic Permit System Software Implementation Services in the amount of \$724,500.

HISTORICAL PERSPECTIVE:

From Spring 2015 through the present, City staff and managers responsible for the development review process, with assistance from Kennedy Consulting, LLC, Koné Consulting, LLC, and Communitas Planning, LLC, have been identifying, evaluating and implementing business process improvements and

technology solutions. The primary purpose of this project is to meld the Planning, Site Development and Building Division processes into a seamless development review process that is:

- 1) supported by customer service that is timely, consistent, respectful, clear, accountable; and
- 2) conducted in partnership with the development community, with better tools and support to staff in performing their roles.

At the conclusion of Phase 1, a report was presented to City Council with specific recommendations regarding actions that the City should take in order to improve development review processes. Staff, consultants and stakeholders have made a great deal of progress on many actions, including actions identified for Phase 2 and Phase 3.

During Phase 3 staff were engaged in:

- implementing Electronic Document Review and electronic receipt of applicant materials,
- improving aspects of communication including webpage updates for 'Building in Beaverton,'
- exploring additional avenues of coordination including Service Provider Letters with partner agencies, inspection communication, and project closeout procedures.

The Development Review Process project uses a continuous improvement approach to facilitate outcomes, including:

- a shared vision for an improved process,
- a clear understanding among all process owners of the end-to-end process,
- open identification of inefficiencies or points of confusion that results in problem solving and testing solutions, and
- implementation of changes that improve customer and staff satisfaction.

With the assistance of BerryDunn, the identification of a vendor for a new Electronic Permitting System (EPS) has been a priority project that kicked off in early 2019. A new electronic permitting system will assist staff in managing the many workflow processes within development review and provide efficiencies for customers and greater access to information for community members. The Request for Proposal, selection process, and implementation of a new electronic permitting system is a Phase 4 action and the approval of contracts for software, software maintenance and implementation will bring the RFP process to a close.

INFORMATION FOR CONSIDERATION:

Phase 4 of this project was forecasted to include implementation of a new EPS. An EPS includes documenting and building workflows into a system that can track work. It is expected to increase internal and external customer service and increase ease of use for all users by:

- providing citizens with 24/7 access to information on projects that are under review within the City;
- providing project owners and their consultants with 24/7 access to
 - submit applications and permit requests to the City along with payment; and
 - review the status of their project(s) including application and permit review, approval, issuance, inspections, acceptance and bonding;
- assisting staff in managing the many workflow processes within the City's development review process;
- being integrated with Geographical Information Systems (GIS); and
- being available on mobile devices.

Request for Proposals (RFP) Process

A brief description of the City's RFP process for a new EPS is provided below. Additional information on the City's RFP process for a new EPS, facilitated by BerryDunn, is included in attached Agenda Bill 20045 (Exhibit 4), and includes:

1. Project Summary Memo
2. Project Summary Memo – Costs
3. Proposal Scoring – Round 2

The Project Summary Memo provided by BerryDunn, dated November 4, 2019, provides a great overview of the process that staff, facilitated by Berry Dunn, have been pursuing since January, 2019. Below is an additional overview of the Request for Proposals (RFP) process beginning with advertising of RFP 3524-19B.

The RFP was advertised in the *Daily Journal of Commerce* on July 3, 2019. A total of nine (9) proposals were received and opened at 2:00 PM on August 12, 2019. The proposals were reviewed by a selection committee comprised of City staff. All proposals were evaluated on the following factors: Functional (20 points possible), Technical (20 points possible), Approach (15 points possible), Experience (20 points possible), Cost (15 points possible), and Beaverton Equity Procurement Program (10 points possible). The selection committee members met and discussed their individual review of each proposal and came to a consensus score for each proposer, which is included in the Project Summary Memo.

Based on the evaluation criteria scoring, staff invited the top four (4) proposers receiving the highest scores for demonstrations. The demonstrations provided each of the top four (4) proposers with an opportunity for clarification and elaboration of each proposal and to respond to questions presented by staff. Demonstrations were 1-1/2 days per proposer and were held September 26, 2019 through October 11, 2019.

After demonstrations, staff determined that reference check phone calls were warranted for all four of the top proposers. Staff contacted multiple proposer references as well as other regional jurisdictions and asked for an hour of their time. Staff were able to schedule and conduct at least three reference calls for each proposer. Each reference phone call resulted in jurisdictions sharing their perspectives on one or more of the proposing companies and were completed October 23 through November 7, 2019, and on December 19, 2019.

On November 13, 2019 staff met with the Development Review Process Leadership Team to discuss status of the solicitation including differences and similarities in approaches to meeting the evaluation criteria by the top four (4) proposers, and the outcome of reference check phone calls and proposal costs, which are included in the Project Summary Memo – Costs. Based upon this discussion with the Leadership Team, it was determined that a core group of staff should conduct a site visit to a jurisdiction currently utilizing the TruePoint Solutions services and InforPS software prior to final scoring. Staff then reached out to jurisdictions that are implementing or have implemented InforPS. Staff were able to make arrangements with the City of North Vancouver, British Columbia, Canada. Four staff made a full-day site visit to the City of North Vancouver on December 13, 2019, during which the staff of the City of North Vancouver walked City of Beaverton staff through many of the challenges, successes and lessons learned through their implementation of InforPS with TruePoint Solutions.

After proposal review, demonstrations, reference checks and a site visit, staff convened a meeting to complete final scoring on December 20, 2019. With final scoring complete, staff presented their recommendation to the Leadership Team. Based upon the final scores, the Leadership Team approved a 'Notice of Intent to Award' for TruePoint Solutions as the top proposer for RFP 3524-19B.

On February 20, 2020, City Council, acting as the Contract Review Board Agenda Bill 20045 (Exhibit 4), authorized staff to enter into contract negotiations with TruePoint Solutions of Incline Village, NV for implementation of Infor Public Systems software to result in a new EPS for the City's Development Review Process. The result is that the City began negotiations with TruePoint Solutions for a Personal Services Contract for software implementation services, and the City also entered negotiations with Infor to acquire the software that TruePoint Solutions' RFP proposal requires for the EPS. The City has been negotiating with Infor to finalize the software agreements (Infor Software Agreements), which are addressed in a separate agenda bill.

The TruePoint Personal Services Contract (TruePoint Contract) is on the City's standard form. However, modifications have been made to Section 9(d)(ii) of the TruePoint Contract to provide that the City can recover possible costs the City will incur if TruePoint is unsuccessful in implementing the EPS, requiring the City to terminate the TruePoint Contract. If TruePoint does not complete implementation of the EPS: 1) due to circumstances within TruePoint's control, and 2) the failure results in the City not utilizing the

Infor software as its electronic permitting software solution, then TruePoint would be liable for part of the cost of the Infor Software Agreements for years 1 through 3. This prevents the City from paying for the Infor software if it cannot use the software due to TruePoint's inability to fully implement it unless the City can contract with another vendor to make use of the Infor software.

Timing of the project kick-off will be determined based upon the actual execution date of the contract between the City and TruePoint Solutions as well as the actual execution date of the contract between the City and Infor Public systems. Staff expect kick-off to occur in early fall 2020 and that implementation should be complete in 2022.

EXHIBIT 1

City of Beaverton

Choose an item. Services Contract #
To Provide Choose an item. Services Relating to:

(Description)

THIS CONTRACT FOR Choose an item. **SERVICES** ("Contract") is between the City of Beaverton, Oregon, located at 12725 SW Millikan Way, P.O. Box 4755, Beaverton, Oregon, 97076 ("City") and Contractor's Name, located at Contractor's Address ("Contractor"), collectively known as the "Parties" and each individually as a "Party." City's primary supervisor for this Contract ("Contract Administrator") is Project Manager's Name, Project Manager's Title.

The Parties agree as follows:

1. **Effective Date; Term.** The Contract shall become effective on the date last signed by a Party and approved by City's legal counsel. Unless terminated or extended, the Contract expires when City accepts Contractor's completed performance or on Month Day, 20XX, whichever date occurs first ("Term").
2. **Statement of Work.** Contractor shall perform the services as scheduled ("Work") in accordance with the terms and conditions of the Contract, and as set forth:
 - in Contractor's proposal dated Month Day, 20XX, attached as Exhibit A, and incorporated into the Contract by this reference; or
 - in the Implementation Plan / Scope of Work for City of Beaverton, OR Community Development Department (CDD) Infor Public Sector, Community Development & Regulation (CDR) Project ("Statement of Work") and the associated Payment Milestones and Project Task Costs spreadsheet, and incorporated into the Contract by this reference as Exhibit C; or
 - in lines a. and b. immediately below.
 - a. **Statement of Services** (*Be specific and complete*):
 - b. **Delivery Schedule** (*Must be complete*):
3. **Contract Documents.** In the event of a conflict between or among the terms of this instrument, any proposal, or request for proposal, the following order of precedence shall prevail: (a) this instrument, including Exhibits 1 through 3, (b) the request for proposal (Exhibit B), (c) the Statement of Work (Exhibit C), d) the proposal (Exhibit D), and e) the Subscription License and Services Agreement (Exhibit E). Nothing in the Contract shall be considered an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms in the Contract or in City's request for proposal.
 - City's Request for Proposal, dated _____, is attached as Exhibit B, and incorporated in the Contract by this reference (*Attach RFP if Contract results from RFP solicitation*).

Pursuant to ORS 279A.215, other public agencies may establish contracts or price agreements directly with Contractor under the terms, conditions and prices of the Contract: Yes No.
4. **Payment.** City shall pay Contractor the sum of \$_____ or at the hourly rate of \$_____ for satisfactory accomplishment of the Work required by the Contract. The **MAXIMUM, NOT-TO-EXCEED AMOUNT** of compensation payable to Contractor under the Contract, which includes any allowable expenses or reimbursement, is \$724,500.

5. Billing and Payment Schedule.

- a. In accordance with the Payment Milestones and Project Task Costs spreadsheet in the Statement of Work, and at least thirty days prior to the due date of payment, Contractor shall prepare and submit an invoice of services rendered to:

**THE CITY OF BEAVERTON, ATTENTION: CONTRACT ADMINISTRATOR'S
NAME, CONTRACT ADMINISTRATOR'S DEPARTMENT, P.O.
BOX 4755, BEAVERTON, OREGON 97076.**

- b. City shall pay Contractor after the Contract Administrator approves and accepts Contractor's completed Work. Contract Administrator shall subsequently submit a payment request to City's Finance Department for processing.
- c. If the Contract specifies an end product, City may withhold an amount up to 10 percent of the total sum of money to be paid until all required Work is completed and accepted.
- d. If charges are made for services performed and those charges are to be paid from grant funds, the services shall related directly to the grant from which the funds are expended.
- e. City may pay Contractor interim payments for partial completion of tasks or services only if City provides prior written authorization. An interim payment shall release City from any further obligation for payment to Contractor for Work performed or expenses incurred as of the date of the invoice of services rendered.

6. Representations and Warranties. Contractor represents and warrants to City that:

- a. If Contractor is an entity, Contractor is duly organized, validly existing, and in good standing under the laws of the State it is incorporated, and is duly qualified and authorized to do business and is in good standing in all States where it is required to be qualified and authorized.
- b. Contractor has the legal power and authority to:
- i. Transact the business in which Contractor is engaged and presently proposes to engage; and
 - ii. Execute, deliver, and perform the Contract.
- c. Contractor has taken all necessary action to authorize the execution, delivery, and performance of the Contract.
- d. Contractor has duly executed and delivered the Contract.
- e. The execution, delivery, and performance of the Contract do not:
- i. Contravene any applicable provision of any law, statute, rule, or regulation, or any order, writ, injunction, or decree of any court or governmental entity,
 - ii. Conflict with or result in any breach of any agreement to which Contractor is a party, or
 - iii. Violate any provision of any organizational documents of Contractor, if Contractor is any entity.
- f. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery, and performance by Contractor of the Contract, other than those that have already been obtained.
- g. When executed and delivered, the Contract shall constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with its terms, except to the extent that the enforceability may be limited by equitable principles and by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.

- h. The person who signs the Contract on behalf of Contractor:
 - i. is duly authorized to execute the Contract,
 - ii. has authority and knowledge regarding Contractor's payment of taxes, and
 - iii. to the best of the person's knowledge, Contractor is not in violation of any Oregon tax laws.
- i. Contractor has complied with all state and local tax laws, including but not limited to ORS 305.620, and ORS 316, 317, and 318.
- j. Contractor is not subject to backup withholding because Contractor is exempt from backup withholding, Contractor has not been notified by the Internal Revenue Service (IRS) that Contractor is subject to backup withholding, or the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
- k. Contractor shall, at all times during the Term of the Contract, be duly licensed to perform the Work. If there is no licensing requirement for Contractor's profession or for the Work to be performed, then Contractor shall be duly qualified and competent.
- l. If Contractor performs personal services under the Contract, Contractor shall perform the Work in a good and workmanlike manner.
- m. If Contractor provides professional services under the Contract, Contractor shall perform the Work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care, skill, and diligence ordinarily exercised by members of the profession currently practicing under similar conditions.
- n. The warranties as to the standard of care set forth in subsection (l) and (m) are in addition to, and not in lieu of, any other warranties provided.

7. Subcontractors; Key Personnel.

- a. **Subcontractor Usage.** Contractor shall use the subcontractors identified in its proposals. Contractor shall not change subcontractor assignments without the prior written consent of City's Purchasing Agent.
- b. **COBID CERTIFIED Subcontractors.**
 - i. City shall enforce all firms certified by the State of Oregon Certification Office for Business Inclusion and Diversity, collectively known as COBID certified, subcontracting commitments submitted by Contractor in its proposals.
 - ii. If Contractor subcontracts with a firm certified by COBID, in whole or in part, because of the subcontractor's status as COBID certified, then Contractor shall require in its subcontract that the subcontractor remain certified throughout the Term of the Contract.
 - iii. Contractor shall terminate the subcontract if the COBID certified subcontractor fails to remain certified throughout the Term of the Contract. Contractor shall then replace the terminated subcontractor with another state-certified subcontractor after receiving prior written consent from City's Purchasing Agent.
- c. **Subcontractor Payment Reporting Required.** Contractor shall submit a Monthly Subcontractor Payment and Utilization Report ("MUR"), made part of the Contract by reference. The MUR shall report all subcontractors employed in the performance of this Contract. An electronic copy of the MUR may be obtained by contacting the Purchasing Agent or at www.BeavertonOregon.gov/Purchasing.
- d. **Key Personnel.** If Work is awarded to an individual or a team, the key personnel identified in the proposal shall perform Work on the Contract in the role and at the level of involvement identified in the proposal. Key personnel for this Contract are: List all key personnel for the

project (N/A if left blank). Contractor shall not substitute a key personnel member on a particular project without the prior written consent of City, which shall not be unreasonably withheld.

8. Availability of Funds.

- a. City has sufficient funds currently available and authorized for expenditure to finance costs of the Contract within City's current fiscal period. However, City may terminate the Contract without further liability if (i) sufficient funds are not provided in future City Council-approved budgets of City or from applicable federal, state, or other sources to permit City in the exercise of its reasonable administrative discretion to continue the Contract, or (ii) City abolishes the program for which benefit this Contract was executed.
- b. City shall provide Contractor with thirty days' written notice if City terminates the Contract under this section. In determining the availability of funds, City may use the annual budget adopted for it by its City Council.

9. Termination.

a. **For Convenience.**

- i. **Mutual Consent.** The Parties may terminate the Contract at any time by mutual written consent.
- ii. **City.** City may, at its sole discretion, terminate the Contract, in whole or in part, upon thirty days' written notice to Contractor.

b. **For Cause by City.** City may terminate the Contract, in whole or in part, immediately upon notice to Contractor, or at a later date as City may establish in its notice to Contractor, upon occurrence of any of the following events:

- i. City fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay Contractor for the Work, as further described in Section 8.
- ii. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Work under the Contract is prohibited, or City is prohibited from paying for the Work from the planned funding source.
- iii. Contractor no longer holds a license or certificate that is required to perform the Work.
- iv. Contractor materially breached a covenant.
- v. Any representation or warranty made by Contractor in Section 6 is false or misleading in any material respect when made or when deemed made or repeated if the breach is not cured within thirty days after receipt of written notice from City.
- vi. The insolvency, liquidation, or bankruptcy of a Party.
- vii. The death, physical incapacity, or inability of any of Contractor's key personnel to perform the Work as provided under Section 7(d).
- viii. As used in Section 9(b)(iv), "materially breached a covenant" means a:
 - A. failure to perform the Work under the Contract within the time specified in the Contract or within the timeframe of any extension agreed to by City;
 - B. failure to pursue the Work so as to endanger Contractor's performance under the Contract in accordance with its terms, and the failure is not cured within ten business days after the date City delivers the notice, or within a longer period City may specify in the notice;

- C. failure to provide or maintain in full force and effect any required insurance, if that failure is not cured within seven days after receipt of written notice from City;
 - D. failure to perform any other material covenant or obligation set forth in this Contract if that failure is not cured within thirty days after receipt of written notice from City.
- c. **For Cause by Contractor.** Contractor may terminate the Contract if Contractor provides thirty days' written notice to City that City failed to pay Contractor pursuant to the terms of the Contract and City failed to cure within thirty business days after receiving Contractor's notice, or within a longer period of cure as Contractor may specify in its notice to City.
- d. **Remedies.**
- i. In the event of termination pursuant to Section 9(a)(i), 9(a)(ii), 9(b)(ii), 9(b)(vii), or 9(c) of the Contract, Contractor's sole remedy shall be a claim for the total sum provided in Section 4 multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to City upon demand.
 - ii. In the event of termination pursuant to Section 9(b)(iii), 9(b)(iv), 9(b)(v), or 9(b)(vi), City shall have any remedy available to it in law or equity. In addition to all other remedies available to the City and damages due to the City, the parties agree that if the Scope of Work is not completed: 1) due to circumstances within Contractor's control, and 2) after using commercially reasonable efforts, the City cannot utilize the Infor software as its electronic permitting software solution, then Contractor shall be liable for all costs related to the Initial Term (years 1 through 3) of the Infor Subscription License and Services Agreement (Infor Agreement) from the date of termination of this Contract to the end of the Initial Term of the Infor Agreement as defined in that Agreement for those fees that are actually paid by the City. If it is determined for any reason that Contractor is not in default under Section 9(b)(iii), 9(b)(iv), 9(b)(v), or 9(b)(vi), then the rights and obligations of the Parties shall be the same as if the Contract were terminated pursuant to Section 9(a)(ii) of the Contract.
- e. **Contractor's Tender upon Termination.** If Contractor receives a notice of termination of the Contract, Contractor shall immediately cease all Work unless City expressly directs otherwise in its notice of termination. Upon termination, Contractor shall deliver to City all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract been completed. Upon City's request, Contractor shall promptly surrender all documents, research, objects or other tangible things needed to complete the Work to a designated City representative.
10. **Force Majeure.**
- a. **Force Majeure Event.** Neither Party shall be held responsible for delay or default caused by war, insurrection, acts of terrorism, strikes, lockouts, labor disputes, riots, terrorist acts or other acts of political sabotage, volcanoes, floods, earthquakes, fires, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priorities, severe weather, or any other uncontrollable or unforeseeable act or circumstance beyond a Party's reasonable control and without fault or negligence of the Party ("Force Majeure Event").
 - b. **Reasonable Efforts to Remove or Eliminate Force Majeure Event.** A Party affected by the Force Majeure Event shall make all reasonable efforts to remove or eliminate the cause of the Force Majeure Event and shall diligently pursue performance of its obligations under the Contract after the Force Majeure Event ceases.

- c. **Written Notice; Effect of Delay.** If there is a delay as a result of a Force Majeure Event, the Party delayed shall give written notice of the delay and the reason of the delay to the non-delayed Party within thirty days after the Party delayed learns of the Force Majeure Event. The Party delayed may request an extension of time up to the length of time of the delay due to a Force Majeure Event. Contractor shall not be entitled to additional compensation for delays that occur under this subsection.
- d. **COVID-19.** The COVID-19 pandemic declared by the World Health Organization on March 11, 2020 ("COVID-19 Pandemic"), is not a Force Majeure Event as defined under this section. Contractor shall comply with the sections in Exhibit 2 regarding specific notification procedures related to any potential delays attributable to the COVID-19 Pandemic.

11. Amendment.

- a. **Amendment to be in Writing; Definition.** The Parties may not amend the Contract unless the amendment is first reduced to writing and signed by the Parties. An "amendment" is a written document, contemporaneously executed by City and Contractor, which increases or decreases the cost to City, or changes or modifies the Statement of Services or Delivery Schedule. Any amendment is effective only in the specific instance and for the specific purpose identified in the amendment.
- b. **Request for Amendment.** In the event Contractor receives any communication whatsoever from City that Contractor contends gives rise to an amendment of the Contract, Contractor shall, within fifteen days after receipt, make a written request for an amendment to City. If Contractor fails to submit its written request for an amendment within fifteen calendar days, City may refuse to treat the communication as an amendment.
- c. **Documentation of Costs; Exclusion.** Contractor shall submit a complete breakdown of labor, material, equipment, and other costs together with any request for an amendment to the Contract that affects the price. If Contractor incurs additional costs or devotes additional time on project tasks that were reasonably expected to be a part of the Contract or any mutually-approved amendments, then City shall only be responsible for payment of the costs it has agreed to pay.

12. Access to Records.

- a. Contractor shall maintain all books, documents, papers, and records relating to the Contract in accordance with generally accepted accounting principles.
- b. Contractor shall maintain any other records pertinent to the Contract in a manner that clearly documents Contractor's performance.
- c. City, state, and federal governments, and their duly authorized representatives, shall have access to Contractor's books, documents, papers, plans, writings, and records directly pertinent to the Contract to perform examinations, audits, and make excerpts and transcripts.
- d. Contractor shall retain and keep accessible all fiscal records, books, documents, papers, plans, and writings related to the Contract, for the later of (i) a minimum of three years from the date the Contract expires; (ii) the minimum period required by applicable law, following final payment and termination of the Contract; or (iii) the conclusion of any audit, controversy, or litigation arising out of or relating to the Contract.

13. Compliance with Laws.

- a. **Applicable Laws.** Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and executive orders applicable to the Work to be performed under the Contract. Contractor's failure or neglect to comply with all applicable laws, ordinances, rules, or regulations shall not relieve Contractor of these obligations or the requirements of the Contract.

- b. **Tax Laws.** During the Term of the Contract, Contract shall comply with all state and local tax laws, including, but not limited to, ORS 305.620 and ORS chapters 316, 317, and 318.
- c. **Anti-Discrimination Laws.** Contractor shall comply with all federal, state, and local civil rights and rehabilitation laws prohibiting discrimination based on race, color, sex, national origin, English proficiency, religion, age, disability, income, sexual orientation, or gender identity.
- d. **Specific Public Contracting Laws.** Contractor shall comply with all applicable provisions of ORS 279A, 279B, and 279C relating to public contracts. ORS 279B.220; ORS 279B.225, when applicable; ORS 279B.230; and ORS 279B.235 are incorporated into the Contract by this reference and made binding on City and Contractor.
- e. **Oregon Consumer Identity Theft Protection Act.** Contractor shall safeguard consumer personal information pursuant to ORS 646.600 to 646A.628, the Oregon Consumer Identity Theft Protection Act.
- f. **Laws or Regulations of Federal or State Grants.** The Parties shall comply with any state or federal law or regulation specific to any funding source that supports this Contract.
- g. **City Business License.**
 - i. Contractor shall obtain a City of Beaverton business license as required by Beaverton Code (BC) Chapter 7.01 before beginning the Work under the Contract.
 - ii. Contractor shall provide the business license number in the space provided on the signature page of the Contract.
 - iii. Contractor shall pay all fees due under BC Chapter 7.01 during the Term of the Contract.
 - iv. City may withhold payments due under the Contract to satisfy the amount due for a business license.

14. Compliance with Applicable City Policies and Practices.

- a. **Branding Manual Requirements.** If Contractor's Work includes any public-engagement materials or any end product that is a public-facing document:
 - i. Contractor shall comply with City's branding manual requirements in effect at the time the Contract is executed;
 - ii. City shall provide Contractor with the latest version of City's branding manual before Contractor begins Work on the Contract.
 - iii. As used in this subsection:
 - A. "Public-engagement materials" includes, but is not limited to, flyers, postcards, posters, and handouts.
 - B. "Public-facing document" includes any document that City intends to distribute to the public for the public to read and understand.

15. Independent Contractor.

- a. Contractor is engaged as an Independent Contractor and has no authority to bind City. Contractor is not an officer, employee, or agent of City as those terms are used in the Oregon Tort Claims Act, ORS 30.260 to 30.300, or for any purpose.
- b. **Solely Responsible for Acts.** Contractor shall be solely responsible for its acts and for the acts of its agents or employees during the performance of the Contract.
- c. **No Benefits.** Neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that City provides its employees. As used in this subsection, "benefits" includes, but is not limited to, social security, workers' compensation, and unemployment insurance benefits.

- d. **Responsibility for Federal or State Taxes.** Contractor shall be responsible for all federal or state taxes applicable to compensation or payments made to Contractor under the Contract. Unless Contractor is subject to backup withholding, City will not withhold any amount of compensation or payment to cover Contractor's federal or state tax obligations.

16. Ownership of Work Product.

- a. **Independent Contractor; Work Made for Hire.** Contractor is an independent contractor for purposes of determining whether Contractor's work product is "work made for hire" under the US Copyright Act, 17 U.S.C. §§ 101-810. If Contractor's Work meets the definition of a work made for hire by an independent contractor, then the Work shall be considered a work made for hire and City shall be deemed the Work's author. If Contractor's Work does not meet the definition of work made for hire by an independent contractor, than Contractor irrevocably assigns and transfers to City all right, title, and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or other state or federal intellectual property law or doctrine.
- b. **Waiver and Release; Usage.**
 - i. **Waiver and Release.** Contractor waives and releases all rights relating to the use of the Work completed pursuant to Section 2 of this Contract, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the scope of the Contract shall be without liability to Contractor.
 - ii. **Usage.** If Contractor is an architect providing professional architectural services, then any plans, drawings, and other work product produced within the scope of the Contract are the property of Contractor. By executing the Contract, Contractor grants City an exclusive and irrevocable license to use that work product.

17. Indemnity.

- a. With regard to Contractor's performance in connection with or incidental to the Work, but excluding its performance of professional services and the indemnification and hold harmless aspects set forth in subsection (b) of this section, Contractor releases and shall indemnify, defend, and hold harmless City, City's officials, employees, and agents from and against any and all claims, costs, damages, lawsuits, penalties, liens, losses and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys' fees and costs at trial and on appeal, that arise from or are connected to or are directly or indirectly caused or claimed to be caused in whole or in part by the fault or negligent, reckless, or willful acts or omissions of Contractor or Contractor's agents, employees, or subcontractors in performing Work required by the Contract. However, Contractor's duty to release, indemnify, and hold harmless as required by this subsection shall not include any liability arising from the established sole negligence or willful misconduct of City, City's officials, employees, or agents.
- b. With regard to Contractor's performance of professional services, Contractor releases and shall indemnify, defend, and hold harmless City, City's officials, employees, and agents from and against all claims, costs, damages, lawsuits, penalties, liens, losses, and/or liabilities of any kind or nature, including all expenses of investigating and defending against same, including reasonable attorneys' fees and costs at trial and on appeal, arising from the willful misconduct or negligent acts, errors, or omissions of Contractor or Contractor's agents, employees, or subcontractors associated with the Work.

18. Insurance.

- a. **Minimum Requirements.** Contractor, at Contractor's own expense, shall procure and keep in full force and effect the types and coverage amounts of insurance conforming to the minimum requirements required by City, which is attached as Exhibit 1 and incorporated into the Contract by this reference.
- b. **Insurance Certification.**

- i. Certificates of Insurance.**
 - A. Before Contractor begins Work under the Contract, Contractor shall furnish City with acceptable certificates evidencing the types, amounts, and issuers of insurance coverage meeting the minimum requirements set forth in the Contract.
 - B. If a certificate of insurance is unavailable from a particular insurer, then Contractor shall provide City with alternative proof of insurance coverage acceptable to City.
 - C. The certificates of insurance shall specify all parties who are Additional Insureds.
 - ii. Renewal Certificates.** Contractor shall furnish renewal certificates of insurance at least fifteen days before the policy expires.
 - iii. Deductibles or Self-Insured Retentions.** Contractor shall ensure that any deductibles or self-insured retentions is stated on the certificate of insurance.
- c. Other Insurance Requirements.** In all instances concerning the forms of insurance required under the Contract:
 - i. Authorized Insurance Business.** The insurance shall be issued by a company authorized to do insurance business in the State of Oregon or by a non-admitted insurer subject to ORS 735.400 to 735.495, the Oregon Surplus Lines Law.
 - ii. Complete Copies of Policies upon Request.** Contractor shall provide City with complete copies of insurance policies or insurance trust agreements upon request.
 - iii. Deductibles, Self-Insurance Deductibles or Amounts.** Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance amounts.
 - iv. Umbrella or Excess Liability Insurance.** Umbrella or Excess Liability Insurance may be used to achieve the minimum liability limits, so long as policy is endorsed to state it is "As Broad as Primary Policy." If Umbrella or Excess Liability policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess Liability Insurance policy may be required.
 - v. Notice of Intent to Cancel, Terminate, or Make Material Change to Insurance.** Contractor shall provide City with not less than thirty days' written notice of Contractor's intent to cancel, terminate, or make material change affecting required insurance coverage.
 - vi. Renewal or Replacement Insurance.** Until the insurance is no longer required by City, Contractor shall provide City with evidence of renewal or replacement insurance at least fifteen days before the required insurance expires or is replaced. If at any time during the period when insurance is required by the Contract, an insurer fails to comply with the insurance requirements of the Contract, and Contractor has knowledge of the insurer's failure, Contractor shall:
 - A. promptly notify City, and
 - B. immediately replace the insurance with an insurer meeting the same minimum requirements required by the Contract.
 - vii. Minimum Insurance Rating.** Except for professional liability insurance, the insurance shall be provided by a carrier with A.M. Best's Rating of A- or better and Financial Performance Rating of 7 or better. Contractor's professional liability insurance policy shall be written by an insurer satisfactory to City and may be written on a claims made basis, provided Contractor, at Contractor's own expense,

maintains the professional liability insurance in full force for not less than 24 months following completion of the Contract.

viii. **Apply on Primary Basis.** The commercial general liability insurance and automobile insurance provided by Contractor and its subcontractors shall apply on a primary basis and be required to respond and pay prior to any other available coverage. Any commercial general liability insurance maintained by City shall be excess of and shall not contribute with the commercial general liability insurance provided by Contractor and its subcontractors.

ix. **Right to Change Minimum Insurance Requirements.** City reserves the right to review the types of coverages and limits of insurance required by the Contract from time to time. If City changes its insurance requirements after this Contract is signed, City will provide notice to Contractor of its new requirements. Contractor shall promptly modify its coverage to comply with the new requirements and provide City with updated evidence of coverage. Contractor shall be entitled to an adjustment in the Contract price for any increase in premium resulting from such changes, provided Contractor can establish with reasonable certainty that the increased premium was due to changes required by City. Premium savings from any changes shall be refunded to City.

19. **Limitation of Liabilities.** Neither Party shall be liable in contract, tort, strict liability, warranty or otherwise for (a) any special, indirect, incidental, consequential, or non-economic damages resulting from or in any way related to the Contract, such as, but not limited to, delay, disruption, loss of product, cost of capital, loss of anticipated profits or revenue, or loss of use of equipment or system; or (b) any damages of any sort whatsoever arising solely from the termination of the Contract in accordance with its terms; provided, however, the provisions of this section do not apply to liability arising under or relating to Section 6 (Representations and Warranties) or Section 9(d)(ii) (Termination).

20. **Assignment and Delegation.**

- a. Except as provided in subsection (c) of this section, Contractor shall not assign, sell, subcontract, dispose of or transfer rights or delegate its duties under the Contract, either in whole or in part, without City's prior written consent.
- b. The rights under the Contract may not be assigned or transferred by operation of law, change of control, or merger without City's prior written consent.
- c. Money due to Contractor may be assigned if Contractor gives prior written notice of the assignment. However, any assignment of money shall be subject to all proper setoffs and withholdings in favor of City.
- d. City may rescind the Contract if:
 - i. An assignment is made without the prior written consent of City.
 - ii. The Contract is assigned or transferred by operation of law, change of control, or merger without City's prior written consent.
- e. In no instance shall City's consent to an assignment of rights or delegation of duties relieve Contractor of any obligations under the Contract. Any assignee, transferee, or subcontractor shall be considered the agent of Contractor and bound by all provisions of the Contract. Contractor, and its surety, if any, shall be liable to City for complete performance of the Contract as if no such assignment, sale, subcontracting, disposal, transfer, or delegation had occurred, unless City otherwise agrees in writing. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, if any.

21. **Notice.**

- a. **Requirement of a Writing; Permitted Methods of Delivery.** Unless expressly provided in the Contract, each Party giving or making any notice, request, demand, or other communication ("Notice") under the Contract shall:
 - i. Give the notice in writing; and
 - ii. Use one of the following methods of delivery, each of which for purposes of this Contract is a writing:
 - A. Personal delivery, or
 - B. Mail.
- b. **Addressees and Addresses.** Each Party giving Notice shall address the Notice to the appropriate person of the receiving Party ("Addressee") at the address listed below, or to another Addressee or at another address designated by a Party in a Notice pursuant to this section.

For Contractor

(Fill in Contractor's Name, Representative's Name and Address)

For City

City of Beaverton
Attn: (Name of Contract Administrator)
P.O. Box 4755
Beaverton, OR 97076-4755

With copy to:
City Attorney's Office
Attn: Grace Wong
P.O. Box 4755
Beaverton, OR 97076-4755

- c. **Effectiveness of Notice.** Except as provided elsewhere in the Contract, a Notice is effective only if the Party giving or making the Notice has complied with subsection (a) and (b) of this section and if Addressee has received the Notice. A Notice is deemed to have been received as follows:
 - i. If the Notice is delivered in person, upon receipt as indicated by the date on the signed receipt.
 - ii. If the Notice is sent by mail, upon five days after mailing.
- 22. **No Third-Party Beneficiaries.** City and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, either directly, indirectly, or otherwise, to third parties unless such third parties are identified by name in the Contract and expressly described in the Contract as intended beneficiaries.
- 23. **Conflict of Interest.** Contractor represents that no employee of City, or any partnership or corporation in which a City employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the Contract, except as specifically declared in writing.
- 24. **Hazard Communication.** To the extent Contractor provides City with any goods that may otherwise release or otherwise result in exposure to a hazardous chemical under normal conditions of use ("Potentially Hazardous Goods"), Contractor shall provide City with a Material Safety Data Sheet on all Potentially Hazardous Goods, and shall label, tag, or mark all Potentially Hazardous Goods.

25. **Disclosure of Social Security Number.** Contractor shall provide Contractor's Social Security Number ("SSN"), unless Contractor provides an Employer Identification Number or other valid form of Taxpayer Identification Number ("TIN"). This information is requested pursuant to BPC 47-0770. SSN provided pursuant to this authority will be used for the administration of state, federal, and local tax laws. Contractor's TIN will be reported to the IRS under Contractor's name and submitted TIN. See IRS 1099 for more information. Information not matching IRS records may subject Contractor to backup withholding.
26. **Survival.** Expiration of the Contract shall not extinguish or prejudice City's right to enforce the Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured. All representations, indemnifications, warranties, and guarantees made, required by, or given by Contractor in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment to Contractor, completion of the Work and termination or completion of the Contract.
27. **Time is of the Essence.** Time is of the essence of this Contract.
28. **Governing Law.** The Contract is entered into and is to be performed in Oregon and shall be governed by the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules, or doctrines. Any claim, action, suit, or proceeding between City and Contractor arising out of or relating to the Contract shall be brought solely and exclusively in the Circuit Court of Washington County, Oregon. If the claim must be brought in a federal forum, then the claim shall be brought in the United States District Court for the District of Oregon. Contractor consents to *in personam* jurisdiction of the courts identified in this section.
29. **Captions.** The captions or headings in the Contract are for reference only and shall not affect the meaning or interpretation of the Contract.
30. **Counterparts.** The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original. The exchange of signed copies of the Contract by electronic mail in Portable Document Format, or its equivalent, shall constitute effective execution and delivery of the Contract. Signatures on the pages sent through electronic mail shall be deemed to be their original signatures for all purposes.
31. **Waiver.** City's failure to enforce a provision of the Contract shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of the Contract.
32. **Severability.** If any term or provision, or portions of any term or provision, is determined to be illegal, invalid, void, or unenforceable, the remaining terms and provisions of the Contract shall remain in full force if the essential terms and conditions of the Contract for each Party remain valid, binding, and enforceable.
33. **Merger.** This Contract, including any attached exhibits, constitutes the entire and integrated agreement between the Parties and supersedes all prior contracts, negotiations, representations or agreements, either written or oral. All prior and contemporaneous agreements between the Parties on the matters contained in the Contract are expressly merged and superseded by the Contract.

The Parties, by their signatures below, acknowledge having read and understood the Contract, and agree to be bound by its terms and conditions.

AGREED TO BY THE PARTIES:

CITY OF BEAVERTON

CONTRACTOR NAME

By: _____

By: _____

Print Name: Denny Doyle

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Approved as to legal sufficiency:

City of Beaverton Business License No.: _____

COBID Certification No.: _____

Exhibit 1
MINIMUM INSURANCE REQUIREMENTS

**WORKERS' COMPENSATION INSURANCE
AND EMPLOYER LIABILITY INSURANCE**

Required Not Required

Contractor shall submit proof of Workers' Compensation for all persons who are "workers" as defined in ORS 656.005. A person who works under Contractor's direction and control or where Contractor has the right to control is a person for whom Contractor must show proof of coverage unless the "worker" is a "non-subject" worker exempt from workers' compensation insurance requirements under ORS 656.027. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work in Oregon, or show proof of extraterritorial coverage as per ORS 656.126. All contractors and subcontractors required to procure and maintain Workers' Compensation Insurance shall also procure and maintain Employer Liability Insurance with a combined single limit, or the equivalent, of not less than \$500,000 each employee per accident for bodily injury by accident or disease that is in full force and effect for the duration of Contractor or subcontractor's Work under the Contract.

Contractor shall require and ensure that each of its subcontractors who provide labor or services in connection with the Contract provide Oregon workers' compensation coverage for all their subject workers as required by ORS 656.017 and shall keep on file a certificate of insurance from each subcontractor and anyone else directly employed by either Contractor or subcontractor.

Contractor shall consult with its own insurance agent to determine if any person engaged by Contractor to perform any services under the Contract is a "subject worker" for whom Contractor must provide workers' compensation insurance. Contractor may declare itself exempt from this insurance requirement if it is not an "employer" who contracts to pay remuneration for and secures the right to direct and control the services of any person, as per ORS 656.006(13) to perform the services. A contractor who makes that declaration and who does not provide that insurance may be deemed a non-complying employer under Oregon law. A contractor who makes that declaration agrees to hold City harmless from and indemnify City against any claim for compensation benefits made against City by subject workers employed by Contractor to do any of the Work of the Contract. A contractor who declares itself exempt from providing Workers' Compensation Insurance coverage otherwise required by this Contract shall make that declaration in signed and dated writing to be attached to the Contract.

COMMERCIAL GENERAL LIABILITY INSURANCE

Required Not Required

Contractor shall obtain and keep in full force commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 or \$5,000,000 per occurrence, with a \$2,000,000; \$4,000,000; or \$10,000,000 annual aggregate limit, covering, but not limited to, liability for personal injury and property damage. Aggregate limits shall apply on a per project basis. The policy shall be written on an occurrence basis on ISO Form CG 00 01 (Commercial General Liability Coverage Form), or its equivalent, and shall include contractual liability covering the assumption of the tort liability (including defense costs) of another party by written contract for both ongoing operations and completed operations under the Contract. City of Beaverton and its officials, employees, agents, and volunteers shall be named as additional insureds under ISO Form CG 2010 (Additional Insureds – Owners, Lessees, or Contractors – Scheduled Person or Organization), or its equivalent, and CG 2037 (Additional Insured – Owners, Lessees, or Contractors – Completed Operations), or its equivalent, with respect to the Work to be provided under the Contract. The commercial general liability insurance coverage required by the Contract is with respect only to the Work described in the Contract, and has no relationship to, or bearing upon, other projects of the insured and is primary and non-contributory with any City insurance or self-insurance program.

AUTOMOBILE LIABILITY INSURANCE

Required Not Required

Contractor shall obtain and keep in full force automobile liability insurance on ISO Form CA 00 01 (Business Auto Coverage), or its equivalent, with an each accident limit of not less than \$1,000,000 or \$2,000,000 covering, but not limited to, liability for bodily injury and property damage, for "any auto" including owned, non-owned, and hired autos used in connection with the performance of the Work. City of Beaverton and its officials, employees, agents, and volunteers shall be named as additional insureds Endorsement CA 20 48 (Designated Insured), or its equivalent. The automobile liability insurance required by the Contract is primary to and non-contributory with any City insurance or self-insurance program. Any deductible for this insurance shall not

exceed \$5,000. If Contractor is declaring Contractor excused from any requirement to provide automobile liability insurance coverage because Contractor does not use an automobile in connection with Work under the Contract, Contractor may initial here: _____; otherwise, Contractor shall obtain and keep the required insurance.

PROFESSIONAL LIABILITY INSURANCE

Required Not Required

Contractor shall obtain and keep in full force professional liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 or \$5,000,000 per claim, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and economic loss. Contractor, at Contractor's own expense, shall maintain professional liability insurance in full force for not less than 24 months following completion of the Contract. The professional liability insurance coverage required by the Contract is with respect only to the Work described in the Contract, and has no relationship to, or bearing upon, other projects of the insured. Coverage must be in effect prior to the commencement of the performance of the Contract. Contractor shall furnish continuous "claims-made" liability coverage for 24 months following completion of the Contract. Certificate of "tail" coverage for 24 months following the completion of the Contract in lieu of continuous "claims made" liability coverage is acceptable if "claims made" policy expires or is cancelled following completion of the Contract.

If Contractor proposes using subcontractors, in addition to any other requirements of the Contract, City may require subcontractors to provide professional liability insurance of similar type and coverage amount. Contractor, at Contractor's own expense, shall maintain professional liability insurance of similar type and coverage amount.

CONSULTANT POLLUTION LIABILITY INSURANCE

Required Not Required

Contractor's professional liability insurance shall be endorsed to provide liability coverage in an amount not less than \$2,000,000 or \$5,000,000 per claim limit, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and cleanup costs. In lieu of endorsement, City may accept equivalent coverage under a separate insurance policy.

COMMERCIAL CRIME INSURANCE

Required Not Required

Contractor shall obtain and keep in full force commercial crime insurance not less than \$50,000, including, but not limited to, coverage for theft or loss of client property.

CONTRACTOR POLLUTION LIABILITY INSURANCE

Required Not Required

Contractor's pollution liability insurance shall be in an amount not less than \$2,000,000 or \$5,000,000 per claim limit, with a \$2,000,000; \$5,000,000 annual aggregate limit, covering, but not limited to, liability for bodily injury, property damage, and cleanup costs.

WAIVER OF SUBROGATION

Required Not Required

If Waiver of Subrogation is required, Contractor waives Contractor's right to recover from City, its officials, employees, agents, and volunteers for any damages arising out of Work performed under the Contract and covered by insurance. Any commercial general liability insurance policy and/or automobile liability insurance policy required under the Contract shall be endorsed to provide for a waiver of underwriter's rights to subrogation as to additional insureds.

EXHIBIT 2

COVID-19 PROVISIONS

1. **Exclusion from Force Majeure.** A force majeure event does not include the COVID-19 Pandemic. See Section 3(b), below, for information on how Contractor shall notify City if Contractor desires to claim additional Time due to events attributable to the COVID-19 Pandemic.
2. **Waiver.** Contractor shall provide notice to the City of any delay attributable to the COVID-19 Pandemic in the manner specified in Section 3(b). Failure to provide notice to the City with regard to delays attributable to the COVID-19 Pandemic as required by Section 3 constitutes a waiver of Contractor's right to later make such a request.
3. **Adjustment of Time for COVID-19.**
 - a) **Definitions.**
 - i. "COVID-19" means the novel coronavirus respiratory disease.
 - ii. "COVID-19 Pandemic" means the pandemic declared by the World Health Organization on March 11, 2020.
 - iii. "Executive Order" means any order signed by a governor restricting or prohibiting certain activities of businesses, schools, and individuals to mitigate the spread of COVID-19.
 - iv. "Labor shortage" means a shortage of Contractor's qualified personnel because they are on leave due to COVID-19.
 - v. "Governmental health regulation" means any state or local health regulation aimed to mitigate the spread of COVID-19, including the social distancing regulation.
 - vi. "Supply chain disruption" means the Contractor's inability to obtain goods used to perform the Work contemplated under the Contract due to COVID-19.
 - vii. "Time" means any term used to define the duration the Agreement is in effect, including, but not limited to "Term" or "Contract Time."
 - b) **Contractor's Request Required.** In the event the Contractor believes that additional Time is required due to the COVID-19 Pandemic due to delays resulting from a labor shortage, a supply chain disruption, or mandated compliance with Executive Orders or governmental health regulations, the Contractor shall submit to the City a timely request for adjustment of Time. A request is presumed to be timely if it occurs within seven calendar days after the Contractor becomes aware of any delay caused by a reason stated in this Section 1. The City will only consider requests for adjustment of Time if the Contractor's request provides the following information:
 - i. The date the delay began as a result of the COVID-19 Pandemic.
 - ii. The cause of the delay. The Contractor must identify in the request whether the delay is due to a labor shortage, a supply chain disruption, or compliance with an Executive Order or governmental health regulation and the specific circumstances surrounding the delay.
 - iii. The specific actions and efforts Contractor is doing to limit the impact of the delay.
 - iv. The date Contractor expects the delay will end, if known. If not known, Contractor shall promptly notify City within seven calendar days after the delay ends.

The City shall be entitled to request from the Contractor all documentation necessary to evaluate Contractor's request for more Time under this Section.
 - c) **Basis for Adjustment of Time.** The City will consider causes that include delays that affect the Contractor's performance of Work directly attributable to the COVID-19 Pandemic such as an Executive Order, a governmental health regulation, a labor shortage, or a supply chain disruption that could not be mitigated by the Contractor's specific actions and efforts, or by the reasonable actions and efforts the Contractor should have taken, to minimize the delay.
 - d) **Consideration and Response by City.** The City will only consider a Contractor's request for additional Time if Contractor supplied all the required information described in Section 3(b). The City will review a properly submitted

request for Time adjustment related to COVID-19, and within a reasonable time, will advise the Contractor of the City's findings. If the findings determine that Contractor is entitled to additional Time, then City and Contractor shall execute a written change order extending the Time equal to the length of the actual delay in performance.

- 4. Termination.** In addition to the termination rights in the Agreement, the Agreement may be terminated by either party by giving notice as required in the Agreement if: 1) federal or state laws, regulations, or guidelines are modified or interpreted in a way that the Work under the Agreement is prohibited; 2) recommendations, declarations or orders by state or local governments, including local health authorities and local officials, discourage or prohibit the event or scope of work that was to be performed under the Agreement; or 3) City is prohibited from paying for the work from the planned funding source.

EXHIBIT 3

SOFTWARE IMPLEMENTATION PROVISIONS

1. Definitions.

1.1 "**Authorized Users**" means all Persons authorized by the City to access and use the Services, whether at the Server location or by remote access, and includes individual users that are employees, authorized contractors, agents of the City, and customers of the City.

1.2 "**City Data**" means any and all information, data, materials, works, expressions, or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the City or any Authorized User for Processing by or through the Services, or (b) collected, downloaded, or otherwise received by Contractor or the Services for the City or pursuant to this Contract or any Work Order or at the written request or instruction of the City. All output, copies, reproductions, improvements, modifications, adaptations, translations, designs and methods and other derivative works of, based on, derived from, obtained from the City in connection with the Services, or otherwise using any City Data are themselves also City Data. City Data includes all User Data and Personal Information, but it does not include any Contractor materials.

1.3 "**Documentation**" means all generally available documentation relating to the Services, including without limitation all user manuals and operating manuals, and other instructions, specifications, documents, and materials, in any form or media, that describe any features, functions, uses, or other aspect of the Services, including, testing or operation that Contractor creates as part of the Scope of Work.

1.4 "**Effective Date**" is the date the Contract is executed by all Parties and approved as to form by the City Attorney's Office.

1.5 "**Permitted Uses**" means any and all lawful use of the Services for the benefit of the City for the City's business operations that is consistent with the Infor Subscription License and Services Agreement attached as Exhibit E and incorporated by this reference.

1.6 "**Process**" means to perform any operation or set of operations on any data, information, material, work, expression, or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or (c) block, erase, or destroy. "**Processing**" and "**Processed**" have correlative meanings.

1.7 "**Services**" means all services required of Contractor to ensure the System is available to the City and third party users over the internet consistent with the terms of this Contract and the Scope of Work. These services include implementing the System so that it is available to the City and third party users over the Internet; ensuring the System operates in accordance with the Scope of Work for the Permitted Uses, including for Processing City Data; programming, modifying, or configuring the System to meet the City's needs; integrating, customizing, enhancing, or modifying the System; consulting activities; and training or project management.

1.8 **"System"** means the turnkey software as a system product and other licensed software products provided by Infor pursuant to the Subscription License and Services Agreement, License Agreement, Support Agreement, and any applicable Order Forms (collectively "Infor Agreements"), including any licensed technology accessible to the City and third party users as part of Infor Agreements.

1.9 **"Specifications"** means the specifications for the Services set forth in the applicable Statement of Work and the City's Request for Proposals, to the extent consistent with, the Documentation.

1.10 **"Work Order"** means a request for Services by the City that is memorialized in a mutually agreed written order and signed by both parties.

2. Delivery; Testing and Acceptance.

2.1 System and Service Preparation. Promptly upon the parties' execution of this Contract and the applicable Infor Agreements, Contractor shall take all steps necessary to make the Services procured ready and available for the City's use in accordance with the Scope of Work and this Contract, including any applicable milestone date or dates set forth in the Scope of Work. All the City license keys, usernames, and passwords shall be authenticated by Contractor. The System shall meet or exceed the standards and requirements set forth in this Contract.

2.2 Documentation. Contractor shall deliver copies of the Documentation to the City within fourteen (14) days of the Effective Date, and shall promptly provide any updated Documentation as it becomes available during the term of this Contract. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the System efficiently and in accordance with the Specifications. The City has the right to copy and modify the Documentation as it deems necessary for its Permitted Uses.

2.3 Final Acceptance Testing. When Contractor notifies the City in writing that the setup of the System is complete and the Services are ready for use in a production environment, the City shall have thirty (30) days, or the length of time expressly set forth in the Scope of Work or the applicable Work Order, whichever is greater, from receipt of the notice to test the Services to determine whether the Services comply in all material respects with the requirements of this Contract and the Specifications. The City shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Contract and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor prior to the written confirmation by the Information Services Manager or his or her designee that the Software successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

(a) The testing period shall commence on the first business day after Contractor informs the City in writing that it completed the setup of the System and that the System is ready for testing. The testing period shall continue for a period of up to thirty (30) days.

(b) During the testing period, the City may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If

Contractor notifies the City that it elects to make modifications, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the 30-day testing period shall restart.

(c) The City shall notify Contractor in writing of its Final Acceptance or rejection of the System, in whole or in part, within fifteen (15) days after the end of the testing period, including any extensions or restarts. If the City rejects the System, or any part of it, the City shall provide notice identifying the Final Acceptance Criteria the System failed to meet and a written list of items that must be corrected. Following such notice, Contractor shall have thirty (30) days to: (a) promptly commence, at no additional cost or charge to the City, necessary corrections, repairs, and modifications to the System or a portion of it, to bring it into full compliance with the Specifications and Statement of Work, or (b) otherwise respond to the City's notice. If Contractor modifies, repairs, or replaces the System or a portion of it, the testing period shall re-commence consistent with the procedures set forth above in this Section 2.3.

(d) If any corrective measures are required under Section 2.3 **Error! Reference source not found.**, upon its completion of all such measures, Contractor shall notify the City in writing and the process set forth in Section 2.32.3 and Section 2.3 **Error! Reference source not found.** shall be repeated; provided that if the City determines that the Services, as revised, still do not comply in all material respects with the Specifications and Statement of Work, the City may, in its sole discretion:

(i) require the Contractor to repeat the correction, repair, and modification process set forth in Section 2.3 **Error! Reference source not found.** at no additional cost or charge to the City; or

(ii) terminate any relevant Work Order and this Contract with no liability, obligation, or penalty to the City.

(e) The parties shall repeat the foregoing procedure until the City Accepts the Services or elects to terminate this Contract, the relevant Work Order, or any other Work Orders as provided in Section 2.3(d)(ii) above. If, exercising its rights under Section 2.3(d)(ii), the City may elect to terminate:

(i) solely the relevant Work Order;

(ii) this Contract (including the relevant Work Order); or

(iii) any other Work Order(s) (but not the entirety of this Contract).

All refunds payable, if any, shall be paid in accordance with the Contract.



July ____, 2020

**Implementation Plan / Scope of Work for
City of Beaverton, OR
Community Development Department (CDD)
Infor Public Sector, Community Development &
Regulation (CDR) Project**



Introductory Note

TruePoint Solutions (TPS) is a privately held software and solutions company and certified Small Business Entity based in California. Established in late 2004, TPS formally commenced operations in 2005. Our total team of over 50 staffers encompasses well over 700 years of Public Sector IT experience.

Our company is significantly comprised of former Infor/Hansen employees and executives. In fact, the team at TPS has more than 170 years of cumulative, employed by Infor/Hansen, software experience. No other services company can claim as much direct experience with these products as TPS.

We feel that TPS can provide the guidance and experience based on best practices to the City that are necessary to make a successful implementation to a new platform (Infor Public Sector). We expect that this new platform should provide for many years of viable, functional service.

Purpose

The purpose of this implementation plan and scope of work is to document the services to be delivered, the level of effort of the requested services, the roles of the various parties participating in implementation, and the associated responsibilities for each role in delivering implementation. This implementation plan and scope of work is presented in conjunction with TruePoint Solutions' proposal response to the City's RFP # 3524-19B for Software and Implementation Services for a Permitting Software Systems Environment, attached as Exhibit _____. Final configuration of the Infor Public Sector software is expected to align with the descriptions provided within TruePoint Solutions' proposal response, to the extent that they conform to the mutually agreed upon business requirements documented as a result of this implementation plan and scope of work and the IPS product functionality demonstrated to the City by Infor. If this implementation plan and scope of work conflicts in any way with TPS's proposal response to the above-mentioned RFP, the implementation plan and scope of work shall supersede TPS's proposal response.

This document addresses the specific requirements of the City as well as the specific requirements of TPS in order to efficiently and feasibly deliver the requested services. This document is a starting point for describing the project and related professional services. The associated project plans and documents will continue to evolve over time with collaboration from both the City and TPS staff.

Upon acceptance by both the City and TPS, any changes or modifications to the plan must follow the Change Order or Addendum Process defined later in this Scope of Work (SOW). All approved addendums will become attachments to the original agreement, which will then form the new baseline upon which future changes will be measured.

Project Summary

The City of Beaverton (City/Client) will be replacing CDD Permits (aka BRAD), the City's current, primary application, which is used to support the City's Development Review Process (DRP). CDD Permits is primarily used by the City's Planning, Site Development and Building Divisions within the Community Development Department (CDD). The City will be replacing CDD Permits with the Infor Public Sector (IPS) Community Development and Regulation (CDR) solution. The goals of this project are expected to include:

- Expanding online portal and customer self-service functionality



- Implementing mobile functionality for field staff
- Implementing automated workflow processes, dashboards and system-generated notifications
- Implementing reporting that meets the needs of the users
- Improving the timeliness and ease of sharing data with the City's financial system
- Adopting a system that leverages GIS-based map functionality
- Interface with Bluebeam Revu for electronic plan review

Definitions

Active. A record that is currently in-process.

Advanced Scripts. Formulas that update fields on records other than the record being reviewed, affect the entire module, or enhance out-of-the-box functionality.

Application, City. Individually named land use applications, site development permits, building permits and other reviews identified by title by the city. These are not workflows.

Application, Software. A technology solution system or part thereof.

Application Programming Interface (API). A computing interface which defines interactions between multiple software intermediaries.

Application Type. An individually named application.

City. The City of Beaverton, its employees, agents, customers, and suppliers of services. These include but are not limited to the following departments and divisions:

- Finance: Accounting, Information Services, Purchasing
- Community Development: Planning, Site Development, Building

Closed. A record that has been completed and no further actions will be taken against that record.

Configuration. Functionality provided through utilization of out-of-the-box functionality and tools that use adjustments provided within the software to meet client needs.

Customization. Functionality provided through a modification to the software that does not utilize out-of-the-box functionality and configuration tools. Customization requests would be submitted as enhancement requests to Infor.

Detail Pages. Additional tabs that are created within a form that allow for new data fields to be added to the form that are specific to the City.

Dormant. A workflow or application that is no longer being used.

Historic. A record that is from a legacy system.

Modification. A change...

Module. A set of product functionality intended to be used together.

Notification templates. Developed for the purpose of sending automated messages based on specified events.



Project Team. All parties responsible for implementation of the software, including:

- Client: City of Beaverton (City)
- Implementation Contractor: TruePoint Solutions (TPS)
- Subcontractor: PP Group (PPI)
- Software Company: Infor Public Sector

Provisioning. Software set up and configuration.

Standard. Functionality provided through existing out-of-the-box software.

Subcontractor. A company TPS contracts with to provide some of the Services TPS is obligated to perform under this Agreement.

Theme Editing. Modifications to the Rhythm for Civics design template.

Workflow. A specific set of processes that an application follows from initiation to completion. Multiple Application Types can follow the same workflow using different data

Implementation Scope

Products

This SOW is for professional IT services associated with:

- Infor Public Sector (IPS) Community Development and Regulation (CDR) Suite v11.2 using a SaaS Multi-Tenant (MT) environment.
 - CDR Enhanced Bundle (Modules include: Building; Project; Planning; Use; Code Enforcement; Business and Trade Licensing; Customer Service; Map Drawer; Web Services – Assets, Billing, CDR; Microsoft Exchange; Open 311 API).
 - CDR Billing
 - Rhythm for Civics (Portal)
 - Field Inspector – CDR (mobile)
 - GeoAdministrator (Esri Interface)
 - Birst Enterprise and IDM (Reporting)

Services In-Scope

Implementation

TruePoint Solutions (TPS) will provide all implementation services (in close collaboration with City staff) utilizing both onsite and remote based personnel. Our proposal response to the City's RFP # 3524-19B for Software and Implementation Services for a Permitting Software Systems Environment, attached as Exhibit ____, may also be referenced for additional context. Following are items that comprise our proposed Implementation Work Plan:

1. **Project Management**
2. **Software Provisioning Oversight**
3. **Business Analysis**
4. **Configuration**
 - 4.1. Workflow Configurations
 - 4.2. Portal, Mobile and GIS Configurations
5. **Data Migration of legacy data (CDD Permits; aka BRAD)**



6. **Interface - 3rd party applications**
 - 6.1. Critical: out-of-the-box interface
 - 6.2. Critical: interface design needed
 - 6.3. Desired Interface
7. **Testing – Unit, Functional, User Acceptance Testing (UAT)**
 - 7.1. Unit Testing
 - 7.2. Functional Testing
 - 7.3. User Acceptance Testing (UAT)
8. **Training – Core Team, Admin, and End User - Train the Trainer**
 - 8.1. Implementation Training (Core Team)
 - 8.2. Train-the-Trainer Classes
 - 8.3. Reporting – Includes BIRST Enterprise and Infor Document Management (IDM)
9. **Go-Live**
 - 9.1. Go-Live Support
 - 9.2. Post Go-Live Support

Work Plan Items

1. Project Management

- TruePoint Solutions (TPS) Responsibilities:
 - Develop and maintain project plan
 - Schedule and participate in kick-off meeting
 - Maintain an Issue Log throughout the implementation and propose solutions to identified issues
 - Lead weekly project status meetings and provide weekly status reports
 - Manage all TPS resources throughout the project
 - Actively manage the project in partnership with the City's team
- City Responsibilities:
 - Review and approve initial project plan
 - Schedule and participate in kick-off meeting
 - Schedule and participate in status meetings
 - Manage all City resources throughout the project
 - Actively manage the project in partnership with the TPS team
 - Give direction on resolution of issues on the issue log

Deliverables:

D1.1. Project Management

D1.2. Kick Off Meeting

D1.3. Project Plan

2. Software Provisioning Oversight

- TruePoint Solutions Responsibilities:
 - Ensure the initial setup of the Infor Public Sector MT environment and associated bundle products are configured and working seamlessly together.
- City Responsibilities:
 - Participate in IPS 11.2 maintenance training for ISD staff.



TruePoint Solutions will oversee and review initial software setup and configuration (aka 'provisioning') of the Infor Multitenant SaaS environment, completed by Infor under separate contract.

Deliverables:

D2.1. Infor Public Sector setup

D2.2. Infor Public Sector configuration

3. Business Analysis

- TruePoint Solutions Responsibilities:
 - Be an active owner of the BRD
 - Lead business analysis meetings
 - Work closely with city Business Analyst(s)
 - Deliver individual workflow BRD documents for City review
 - Revise BRD documents
 - Deliver final BRD documents

- City Responsibilities:
 - Be an active owner of the BRD
 - Be an active participant in TPS led business analysis meetings
 - City Business Analyst(s) work closely with the TPS team to learn Best Practices use with the IPS product, understand BRD needs, and assist city staff
 - Provide documentation and information on current business processes and workflows
 - Review draft BRD documents for accuracy and consistency

TruePoint Solutions (TPS) will lead the business analysis efforts for this project. TPS will first meet with designated City staff to participate in Business Requirement Design (BRD) meetings. The purpose of these meetings will be to document the business workflow requirements for each of the included Community Development divisions:

3.1 Planning

3.2 Site Development

3.3 Building

TPS will plan to conduct initial business analysis meetings onsite (assuming circumstances allow for this) to meet with project team members from each division separately. During these meetings, it is expected that we will review the following:

- Existing documentation related to both As-Is and To-Be workflows (as available)
- Current application types and workflows being used by each division within CDD Permits
- Application types and workflows that are not currently within CDD Permits that the City has determined need to be included in the new system
- Review of existing reports and printable forms
- Discussion of Best Practices use with the IPS product

TPS will develop a BRD document for each of the workflow types defined within Section 4.1 Workflow Configurations. TPS will document the business processes and workflows from the BRD meetings and develop the initial BRD documents. The initial draft BRD documents will be presented to the City for initial review and to ensure that the business processes are documented correctly. If the City finds discrepancies, they will submit a conditional BRD sign off listing the discrepancies to TPS.

TPS expects that an average of two (2) BRD revisions will be completed per BRD document prior to final signoff, provided that TPS has fully and accurately corrected any discrepancies in each revision. Once the City reviews and completes a final sign off on



the BRD documents, TPS will configure the IPS CDR system based on the agreed upon BRD requirements.

Deliverables:

- D3.1. Business Requirements Design documents – Planning**
- D3.2. Business Requirements Design documents – Site Development**
- D3.3. Business Requirements Design documents - Building**

4. Configuration

- TruePoint Solutions Responsibilities:
 - IPS CDR Configuration for Planning, Site Development and Building.
 - Provide 'hands-on' configuration training to designated City Business Analysts in order to create new application types
 - Bluebeam Revu Interface coordination with third party implementer
- City Responsibilities:
 - Be an active owner of the product and solution
 - Participate in Testing
 - City Systems Analyst(s) work closely with the TPS team to learn IPS CDR system configuration and assist city staff
 - Configure application types in IPS CDR as assigned by Project Team

TruePoint Solutions (TPS) will lead the configuration efforts for this project. TPS will commence configuration once the City accepts the BRD's. TPS will configure the IPS system to the BRD specifications and present the configurations to the City. The City will complete two rounds of testing, provide feedback and updates.

TPS will also provide 'hands-on' configuration training to designated city staff. This will be completed as a part of the included Implementation Training. The goal of this training will be for the City's sustainment staff to become proficient with the IPS configuration tools during the implementation and play an active role in the configuration effort. This will also ensure that City staff will be able to configure additional application types identified after go-live or that that are determined to be outside of this scope.

4.1. Workflow Configurations

TPS will configure:

- a. Six (6) workflow types for Planning
- b. Six (6) workflow types for Site Development
- c. Twelve (12) workflow types for Building
- d. Six (6) detail pages per workflow type
- e. Ten (10) advanced scripts per module (i.e. IPS Building Permits, Project, and Planning)
- f. Twenty (20) Notification Templates

TPS will configure up to a total of twenty-four (24) workflow types for Planning, Site Development and Building. At the City's discretion, the City may elect to adjust the number of workflow types to be configured for each division.

Deliverables:

- D4.1.a Six (6) Workflow Types for Planning**
- D4.1.b Six (6) Workflow Types for Site Development**
- D4.1.c Twelve (12) Workflow Types for Building**



4.2. Portal, Mobile and GIS Configurations

TruePoint Solutions (TPS) will also lead business analysis sessions related to the configuration of:

- a. the Rhythm for Civics (portal)
 - b. Field Inspector (mobile)
 - c. GeoAdministrator (GIS) products
- TruePoint Solutions Responsibilities:
 - Rhythm for Civics initial delivery includes updating of picture and graphic. Theme editing not included.
 - Provide configuration and training for one (1) Customer Portal Questionnaire 'Wizard' workflow
 - Mobile device Readiness
 - IPS GeoAdministrator configuration for use with the City's GIS data for addressing and parcels (two (2) layers) using the City's Esri 10.5.1 environment.
 - City Responsibilities:
 - Providing appropriate Mobile devices for staff field use
 - Participate in TPS analysis sessions for configuration
 - Participate in Testing
 - Provide address and parcel layers for editing during GIS configuration
 - Be an active owner of the products and solutions

Deliverables:

D4.2.a.1. Rhythm for Civics Configuration

D4.2.a.2. Rhythm for Civics 'Wizard'

D4.2.b. Mobile Configuration

D4.2.c. GIS Configuration

5. Data Migration of legacy data (CDD Permits; aka BRAD)

An analysis of the City's legacy data will be conducted in order to determine if the City's legacy data will be migrated to the new IPS system as a part of this project. The City will deliver existing legacy data from the current CDD Permits System (aka BRAD) to TruePoint Solutions (TPS) as a SQL backup. This data will include permit records for Planning, Site Development and Building. A database dictionary and schema will be provided by the City. The task associated with this work will include:

5.1 Data Conversion - Analysis

Upon the completion of the Data Conversion – Analysis task, the City will make a final determination as to what, if any, data will be migrated from the City's current CDD Permits System (aka BRAD). If the City elects to proceed with a data migration effort, the following optional data migration tasks will be included within this project scope at the direction of the City's Project Manager.

5.2 Data Conversion Mapping

Each IPS module (i.e. Planning, Site Development, Building Permit) will have one historical record type that all applications will be converted to. These historical records will be converted for 'view only' use and will not be editable within the IPS system. Active records will be either input manually by City staff or cloned after conversion. The City will be



responsible for providing support to TPS in order to facilitate the completion of the conversion process. There will be three (3) iterations of the data conversion which will include:

- 5.3 Data Conversion - initial - test
- 5.4 Data Conversion - revised after City review – test
- 5.5 Data Conversion - final – production

Data Migration: Definition of Roles

| Role | Summary |
|-------------|---|
| Lead | The party ultimately responsible for the activity. |
| Assist | The party provides active assistance for the activity. |
| Participate | The party provides passive assistance for the activity. |
| Share | Both parties share equal responsibility for the activity. |
| None | The party has no role in the activity. |

Data Migration: Summary of Response Indicators

| Indicator | Response | Description |
|-----------|----------|--|
| S | Supports | The Proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach. |
| C | Conflict | The Proposal has a conflict with the prescribed responsibility roles and proposes alternate responsibility in its proposed data conversion methodology and approach. |

Data Migration: Responsibilities of Deliverables

| No | Data Conversion Activity | Proposer Role | City Role | Response | Other Comments |
|----|---|---------------|-------------|----------|----------------|
| 1 | Perform Conversion Analysis of Existing Legacy Data | Lead | Participate | S | |
| 2 | Perform Crosswalk Development of Legacy Data from Legacy System to New System | Lead | Participate | S | |
| 3 | Provide Conversion Data | None | Lead | S | |
| 4 | Provide File Layouts/Data Maps of Existing System | None | Lead | S | |
| 5 | Proof Data Provided | Assist | Lead | S | |
| 6 | Analysis of Data to be Converted | Lead | Assist | S | |
| 7 | Developing and Testing Conversions | Lead | None | S | |
| 8 | Review and Correct Errors | Share | Share | S | |
| 9 | Load Converted Data into Training Database | Lead | Participate | S | |
| 10 | Confirmation of Converted Data in Training Database | None | Lead | S | |
| 11 | Approval/Signoff of Converted Data in Training Database | None | Lead | S | |
| 12 | Load Converted Data into Live Database | Lead | Participate | S | |
| 13 | Confirmation of Converted Data into Live Database | None | Lead | S | |
| 14 | Approval/Signoff of Converted Data in Live Database | None | Lead | S | |
| 15 | Other: | | | | |
| 16 | Other: | | | | |

- TruePoint Solutions Responsibilities
 - Lead data conversion mapping sessions
 - Develop, test and execute data conversion program to import data into IPS database
 - Maintain data integrity
 - Deliver data conversion document to the City
 - Deliver converted data to the Infor Cloud Team



- Infor Cloud Team will be responsible for the final data load into the City's MT Cloud environment.
- City Responsibilities
 - Participate in data conversion mapping
 - Review and approve the conversion document.
 - Deliver appropriate data set for testing, development and implementation.
 - Complete testing and verification of the converted data
 - Provide input and solutions to matters as they are required.
 - Provide alternatives and solutions to any and all rejected data.

Deliverable:

D5.1. Data Conversion - Analysis

6. Interface - 3rd party applications

- TruePoint Solutions Responsibilities:
 - Develop Interface Design Documents for listed applications
 - Conduct Interface Reviews for listed applications
- City Responsibilities:
 - Participate in Interface Review and Design sessions
 - Approve Interface Design Documents

Interfaces will be addressed on an individual basis. The City has included a list of up to fourteen (14) potential 3rd party Interfaces to be considered, with nine (9) being listed as 'Critical' and five (5) being listed as 'Desired'. Additionally, some of the listed Interfaces will be accomplished with the use of out-of-the-box capabilities and/or functions of the Infor Public Sector products.

As such, we have not included a specific scope of work for full Interface to all of the listed fourteen (14) 3rd party products – rather we have broken them out as follows.

6.1. Critical: out-of-the-box interface

For each interface listed as 'Critical' below, we are expecting that out-of-the-box product configuration and/or standard functionality/capabilities will meet the City's expected requirements:

- a. **Esri GIS 10.5.1** – Interface will be accomplished using the IPS GeoAdminstrator product and the included GIS configuration [INT.8]
- b. **Microsoft Exchange Office 365** – The ability to send system generated emails will be accomplished using the configuration of IPS Notifications [INT.12]
- c. **Microsoft Word Office 365** – The ability to edit and send letters and forms will be accomplished through the use of custom reports, which once developed, may be exported to Word. [INT.13]
- d. **Microsoft Excel Office 365** – The ability to edit and send reports will be accomplished through the use of custom reports, which once developed, may be exported Excel. [INT.14]

Deliverables:

D6.1. Interfaces complete and functional; including GIS Interface with Infor PS GeoAdministrator



6.2. Critical: interface design needed

For each interface listed as 'Critical' below, we are expecting that an Interface Design Document will be developed. The Interface Design Document will specifically define how the systems should communicate and share information. This document will also be used to prepare a detailed scope of work and cost estimate based on the City's defined requirements. The level of effort allocated by TPS for these 'Critical' interfaces is a total of 360 hours. The actual number of hours required for these interfaces may differ, based on the final design of each interface.

- a. **Bluebeam Revu – Electronic Plan Review [INT.1] Bluebeam Revu.** Specific to the interface of Bluebeam Revu, TruePoint Solutions will partner with PPI Group, A Topcon Solution Store. PPI Group will develop an API for the purpose of interfacing Bluebeam Revu with the Infor Public Sector (IPS) CDR product. The API development will provide integration between Bluebeam Revu and IPS for the purpose of sharing PDF documents and assumes that the City is using version Bluebeam v2019 Extreme, or later. PPI Group will act as a subcontractor to TPS for this project. *The associated costs for the Bluebeam Revu API are included in the negotiated services.*
- b. **Cash Receipts (in-house developed) [INT.4]**
- c. **General Ledger (in-house developed) [INT.7]**
- d. **State of Oregon Construction Contractors Board [INT.5]**
- e. **State of Oregon Landscape Licensing – Monthly update of contractor licenses to validate [INT.11]**

Deliverables:

- D6.2.a. City Interface Design Documents
- D6.2.b. Interfaces complete and functional

6.3. Desired Interfaces

For each interface listed as 'Desired' below, we have limited the associated level of effort for each of these 3rd party applications to include an Interface Review (8 hours per review, or 40 hours total for all 5 reviews). The Interface Review task will allow the City to share the potential requirements they envision for each of the listed third-party applications and the potential timing of these (i.e. will the interface, if needed, be required for the initial project go-live, or can the interface be considered for a potential future phase, post go-live). The potential impact to the project schedule and cost to the project will be taken into consideration. TPS recommends that interfaces not designated as 'Critical' be considered for a future phase.

- a. **Business Licensing System (in-house developed) [INT.2]**
- b. **CardX – City's current Credit Card Gateway (API) [INT.3]**
- c. **Cityworks – Asset Management [INT.6]**
- d. **Granicus – Public record and agenda information [INT.9]**
- e. **HPRM 8.3 Micro Focus Content Manager – Final files to Records Archive [INT.10]**

Deliverables:

- D6.3. Interface Review Documentation

Interface Design Document Process

Each Interface Design Document will include the following process:



- a. **Document workflows and data requirements.** Through a combination of onsite and remote meetings, the City will share the requirements they envision for the system interface. The City will communicate and document the required interface needs and upon examination, the Project Team will provide recommendations for process improvements. Through an iterative process, a final requirements document will be developed.
- b. **Third Party Interface Tools.** Identify and determine the availability of third-party interface tools. We understand that all software systems evolve, and vendors are continuing to develop easier ways to share and exchange data and processes with other systems. As such, an effort to examine the availability of APIs, import tools and other data sharing functions supported by the City's back office and other third-party solutions will be completed. We anticipate this being a joint effort with the City as they may have existing experience using these tools. This is also an opportunity to engage directly with the third-party vendors for inclusion on any subsequent scope requirements.
- c. **Interface design document development.** A design document will be prepared which will outline the Interface requirements and the anticipated scope of work to execute the design. The scope of work will address the effort, schedule and responsibilities of the parties involved, (at minimum TruePoint Solutions and the City) *through negotiated additional services.*

7. Testing – Unit, Functional, User Acceptance Testing (UAT)

- TruePoint Solutions Responsibilities:
 - Unit Testing of configurations
 - Core Team Training (throughout the project)
 - Functional Testing: Staff doing the Functional testing will receive training as each item is delivered (e.g. Conversion, CDR configuration)
 - User Acceptance Testing (UAT)
 - TPS responsible for test case development
 - TPS responsible for training for testing
 - TPS responsible for supporting UAT (On and off site), including making any corrections to failed UAT test cases identified during testing
- City Responsibilities:
 - Schedule appropriate people for core team training and testing
 - Functional Testing: Staff doing the Functional testing will receive training as each item is delivered (e.g. Conversion, CDR configuration)
 - User Acceptance Testing (UAT): the end users that will participate in the UAT will receive core training. Staff will also provide input and review of test cases developed.
 - Participate in training and testing
 - Participate in regression testing (as needed)
 - Continue ongoing training and testing

Project testing will occur throughout the project, which includes on-going Core Team training.

7.1. Unit Testing

Intended to be done by the configuration team. In this phase of testing the goal is to ensure the small function or pieces produce the desired outcome.



7.2. Functional Testing

Intended for the core team. In this phase of testing the goal is to ensure that the iterations within each sprint are successful and produce the desired outcome.

7.3. User Acceptance Testing (UAT)

Testing the whole solution from start to finish. In this phase of the testing the goal is to ensure the product works in total and produces the business solution.

Deliverable:

D7. Completion and sign-off for User Acceptance Testing (UAT)

8. Training – Core Team, Admin, and End User - Train the Trainer

Training Roles and Responsibilities

| Role/Responsibility | Identify if Role/Responsibility is City / TruePoint /Shared |
|--|--|
| Training Coordination/Scheduling | City |
| Training Curriculum/Material Development | Curriculum = TruePoint |
| Training Instruction | Shared – Train the Trainer |
| Other: | |

During project initiation, a draft training plan will be created based on the products purchased, the numbers and types of users, and the specific City requirements relative to training and development for both the City’s operational and on-going administrative needs. Should needs change as the implementation progresses, this plan will be updated accordingly.

8.1. Implementation Training (Core Team)

The TruePoint team will plan multiple opportunities for Implementation Training for the City over the course of the project. There will be initial Product Overview and Basic Concepts training. There will also be training sprints planned to educate the project team in parallel with the needed configuration skills for each implementation sprint. TPS will spend time explaining how the software works and will review with City staff so they will understand how the solution was built, how they can build their parts of the solution, and where documentation exists.

Implementation Training Classes will include the following:

- Product Overview and Basic Concepts Training – 16 hours
- Technical Systems Configuration Training – 40 hours
- GeoAdministrator Training – 4 hours

Deliverables:

D8.1. Implementation Training

8.2 Train-the-Trainer Classes

TruePoint Solutions (TPS) provides a variety of user and administrator training courses that are designed to orient, educate, and reinforce the core concepts behind the operation and management of Infor Public Sector. For this project the TPS team intends to use a “train the trainer” approach. This approach will allow the City to use existing personnel to conduct user training classes during and after the project implementation.

TPS and the City team will work together to identify the end user sessions needed. This will be done by identifying the daily processes and functional groups. Also, before scheduling the train-the-trainer sessions, the configuration of the processes will be in a



state close to final in order to avoid any retraining efforts. TPS will provide up to 40 hours of train-the-trainer sessions in conjunction with preparing City trainers for end-user training.

The methods used for a train-the-trainer delivery include first teaching the course to the designated instructors. Upon completion of that step the students are given assignments of sections of that course to study and teach to the other students within a specified timeframe. The potential instructors teach the others and the TPS instructor in the classroom. Peer and TPS instructor feedback and critique is given and that process is repeated for all the other students. Using this format, we can train these power-users in all aspects of the application from the perspective of a common user, a technical / administrative user, and a trainer.

Deliverables:

D8.2. Train the Trainer

8.3. Reporting - Includes Birst Enterprise and Infor Document Management (IDM)

TruePoint Solutions (TPS) will provide training to City staff on the use of ad-hoc query and reporting capabilities within the Infor Public Sector product. This will include both the use of the IPS Dashboard and the ability to export data from developed queries. TPS will also provide training to designated City staff on the Birst product intended for use in developing business analytics and custom reports; and the IDM product, used for creating Report Templates with MS Word for the Community Development Department. TPS will assist with developing Birst and IDM reports for the City on an as-requested basis. It is expected that following Birst and IDM report training, the City will be able to develop the majority of custom reports for this project using City resources. The maximum level of effort allocated by TPS will be 200 hours for this reporting task.

Deliverables:

D8.3. Birst and IDM Report Training

D8.4. Report Design Documents and Reports

9. Go-Live

- TruePoint Solutions Responsibilities:
 - Create Go-Live Plan
 - Deployment of Go-Live Plan
 - Onsite Support during Go-Live event
- City Responsibilities:
 - Participate in creation of Go-Live Plan
 - Deployment of Go-Live Plan
 - Go-Live Support

9.1. Go-Live Support

TruePoint Solutions (TPS) will be onsite for the Go-Live week (2 staff, 4 days). It is expected that all divisions (Planning, Site Development and Building) will participate in a single Go-Live event.

Deliverables:

D9.1. Go Live Support

9.2. Post Go-Live Support



TruePoint Solutions (TPS) will provide remote, Post Go-Live support to the City for 30 days following the Go-Live week. It is expected that all divisions (Planning, Site Development and Building) will participate in a single Go-Live event.

Deliverables:

D9.2. Post Go Live Support

10. Final Acceptance

At the completion of Post Go Live Support, a final acceptance document will be provided to the City for sign-off.

Services and Products Out-of-Scope

Work that is not specifically listed in this SOW as being In-Scope is considered Out-of-Scope for this project. TruePoint Solutions will address alterations to the scope of this SOW using the Project Change Management Process defined herein. Specific items out-of-scope include:

- Customizations to the IPS software.
- Load Performance testing
- Organizational change management

If, during the execution of this engagement, unforeseen conditions are discovered that materially affect the original scope of work, TruePoint Solutions will negotiate the budget, schedule, or scope changes in good faith with the City.

Expenses

Travel

TruePoint Solutions will follow the City's travel policy, attachment as Exhibit _____. TruePoint Solutions Consultants will stay at City preferred rate properties as long as they meet necessary and reasonable safety standards.

Novel Coronavirus COVID 19

Due to the current pandemic, TruePoint Solutions will coordinate with the City to determine the best course of action for onsite and/or remote assistance for all project activities in conjunction with current health and safety guidelines available at the time.

Role and Responsibilities

TruePoint Responsibilities

| TruePoint Solutions Project Team Member | Responsibilities |
|--|---|
| Project Manager and Lead | TruePoint Solutions' Project Manager is responsible for overall project management and works directly with the City throughout all aspects of the TruePoint Solutions implementation—from the initial scoping, planning, staffing, to |



| TruePoint Solutions Project Team Member | Responsibilities |
|--|--|
| | <p>delivery. The Project Manager undertakes the project administration tasks:</p> <ul style="list-style-type: none">▪ Project plan management▪ Change order management▪ Issue log management and escalation▪ Status reporting▪ Project workspace management▪ Resources management▪ Work plan management▪ Meeting management <p>In addition, the Project Manager will have significant experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none">▪ Business Process Analysis activities—Mapping the City's business processes and requirements to the functionality of Infor Public Sector and the creation of the To-Be Analysis Documentation using the Business Requirements Design (BRD) documents.▪ Leading system configuration activities▪ Ensures continuity of all implementation tasks with City goals/processes▪ Facilitating meetings with the City's business and IT staff▪ Day to day management of overall work plan tasks▪ Involved in overall concept design of Conversion and Report analysis as it relates to the known City business requirements |
| Business Consultants | <p>Implementation Consultant resources have significant Infor Public Sector and business experience. Each Consultant will be responsible for one or more of the following:</p> <ul style="list-style-type: none">▪ Lead and conduct To-Be Analysis sessions▪ System Configuration based on workflow documentation▪ Data migration specification mapping▪ Report Configuration Mapping▪ Providing training/mentoring to City staff |
| Technical Consultants | <p>The Technical Consultants will provide expertise in their areas of assignment. The Technical Consultants work with the PM to ensure that solution design meets the City's overall goals/process requirements. Tasks for a technical consultant could include:</p> <ul style="list-style-type: none">▪ Data Migration Development▪ Infor VB Configuration Development▪ Report Development▪ GIS Configuration and support▪ Installation/System Provisioning and support |



City Responsibilities

| City Resources | Responsibilities |
|--|---|
| <p>Project Sponsor (CDD Director and Assistant Director)</p> | <ul style="list-style-type: none"> ▪ Ultimate responsibility for the success of the project ▪ Creating an environment that promotes project buy-in ▪ Driving the project through all levels of the City ▪ High-level oversight throughout the duration of the project ▪ Serving as the primary escalation point to address project issues in a timely manner |
| <p>Implementation Project Manager</p> | <ul style="list-style-type: none"> ▪ Overall administration, coordination, communication, and decision-making associated with the implementation ▪ Planning, scheduling, coordinating and tracking the implementation with TruePoint Solutions and within the City ▪ Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track |
| <p>Division/Departmental Business Leads (Planning Manager(s), Site Development Manager, Building Official, ISD Manager, ISD Systems Analyst)</p> | <p>A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas.</p> <p>Responsibilities include:</p> <ul style="list-style-type: none"> ▪ Attending requirements workshop sessions ▪ Willing and able to gather data and make decisions about business processes ▪ Assist in the creation of specifications for reports & conversions ▪ Review and test the system configuration, reports & conversion ▪ Participating in the implementation of the Infor Public Sector solution |
| <p>Division/Departmental Subject Matter Expert (SME) (DRP Staff)</p> | <p>Responsibilities include:</p> <ul style="list-style-type: none"> ▪ Being trained on IPS at a System Administration level ▪ Being fully engaged in the Business Analysis and system configuration activities ▪ Assist internal efforts towards the creation of reports & conversions ▪ Assist in the review and testing of the system ▪ Actively participate in the full implementation of IPS |
| <p>Technical Lead (ISD Systems Analyst)</p> | <p>Responsibilities include:</p> <ul style="list-style-type: none"> ▪ Primary responsibility for the technical environment during the software implementation ▪ Work with TruePoint Solutions technical personnel during implementation ▪ Act as the primary technical resource for troubleshooting problems |



Implementation Approach

System implementation is a critical activity that sets the tone for the City's ongoing use of Infor Public Sector Suite. A TruePoint Solutions implementation team will lead all project management, working in partnership with City staff to confirm that this project is delivered on time and within budget. The TruePoint Solutions Implementation Strategy requires customers to play an active role in the implementation to ensure the solution ultimately meets their needs, as all TruePoint Solutions project tasks require participation with input, prerequisite tasks, and extensive reviews from the customer.

Critical Success Factors

Project implementation will be a collaborative effort between the City and TruePoint Solutions. Significant time will be spent to ensure City goals are met, as defined in the Statement of Work. TruePoint Solutions implementation projects range in duration from six months to several years based upon a variety of factors. **For this SOW, we are expecting a project timeline of fourteen (14) to eighteen (18) months.** Similar to implementation costs, implementation timeframes vary widely based upon size, scope, and complexity of the solution. The following list identifies the critical factors that typically have a significant impact on TruePoint Solutions implementations:

- **Dedicated City Participation** – TruePoint Solutions fully understands that City staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the TruePoint Solutions implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of services as defined in the Project Plan. We will communicate insufficient participation of City and TruePoint Solutions resources through Project Status Reports with real and potential impacts to the project timeline. We will work with the project sponsors and project manager to determine appropriate team member involvement. This could range from full-time during early analysis meetings to part-time during the technical implementation phase.
- **Best Practice Experiences** – TruePoint Solutions's Best Practice experiences, are based on direct experience with hundreds of existing customers and domain experts. This experience provides complete understanding of working business processes including workflows, data structures, business logic, form and standard reports. This will be utilized as the baseline for the Solution Foundation phase of the implementation, which will decrease risk, expedite deployment and ensure a superior utilization of the Infor solution.
- **Knowledge Transfer** – While TruePoint Solutions cannot guarantee specific expertise for City staff as a result of participating in the project, we will make all reasonable efforts to transfer knowledge to the City. It is critical that City personnel participate in the analysis, configuration, testing and deployment of IPS to transfer knowledge to the City. Once Go-Live assistance tasks are completed by TruePoint Solutions, the City assumes all day-to-day operations of Infor outside of the Service Support Agreement. The Service Support Agreement does not cover any City manipulation of implemented configuration, reports, interfaces and adapters.
- **Deliverable Acceptance Process** – Upon completion of each deliverable according to the acceptance criteria defined herein, TruePoint Solutions will provide the City with a Deliverable Acceptance Form to formalize acceptance and completion. This form is subsequently signed by the appropriate City contact, as defined in the Project Charter, and scanned/emailed or hand delivered to TruePoint Solutions. It is critical that reviews and approvals for each project deliverable are completed to confirm that TruePoint Solutions is meeting its expectations. Upon completion of each Deliverables Acceptance Form, TruePoint Solutions will proceed toward the next milestone. Deliverable review cycles, if extensive, can extend the length of a project significantly.



- **TruePoint Solutions' Implementation Strategy** – TruePoint Solutions' successful, proven, implementation Strategy is crucial to the project success. Infor's software and customer base are a niche market and, as such, the implementation strategy may differ from other consulting firms and software packages. It is imperative to project success that the City is willing to adhere/adopt to our implementation strategy.
- **Documentation of Current Processes and Systems** – The level of available documentation can impact a project schedule considerably. Proper documentation can expedite the learning process for consultants, while limited documentation can result in additional phases (i.e., As-Is documentation, requirements validation and review).
- **Complexity of Scope and Requirements** including:
 - Number of departments, divisions, user groups and/or agencies to which the software is deployed.
 - Level of automation required and degree to which clients rely on inherent COTS configuration that maximizes out of the box functionality thereby reducing ongoing maintenance and support efforts.
 - Conversion requirements – number and complexity of sources systems for data migration. System factors that lead to additional complexity include data cleansing requirements (if any) and/or converting legacy systems with limited and/or no documentation.
 - Interfaces requirements – number and complexity of interfaces and specification of such, including but not limited to the frequency and type of data to be exchanged.
 - Training requirements – including the number of business users that will require training and the schedule to do so in a manner that minimizes impact to operations.
 - Testing requirements – including the time and effort available of City staff to define and accurately and adequately test the new functionality and data migrated.

While some or all of these factors influence the overall project schedule, it is critical to understand the business reasons for implementation, including the overall goals and objectives of our clients. Often our clients are working to implement mandated requirements within specified timeframes; other clients seek to increase efficiency, extend transparency and/or reduce overall spending on custom development efforts. The goals and objectives of our clients need to be considered in the development of an overall project schedule that reduces risk, maximizes benefit and works within the constraints of the City.

Approach

TruePoint Solutions will develop a project management plan that provides details of our approach, strategy, organization, communication strategy, risk mitigation strategy, staffing plan, training plan, development, transition and implementation plan, and collaboration between the City and the design team for program success. We will include each task, as specified in a subsequent Scope of Work, within the project management plan to support execution of it. At the program level, we will integrate the individual tasks and activities to form an overall project management plan and an integrated master schedule.

Deliverables

The following represents a list of the deliverables for this project.

Tangible Deliverables

The following is a list of deliverables that will be handed off to the City. All of these will require a signoff and acceptance by the City.

| Deliverable | Description |
|-------------|-------------|
|-------------|-------------|



| | |
|--|---|
| Project Plan | The first draft will be initiated during the kickoff meeting and agreed to and signed off by the entire project team. It is expected that the Project Plan will be a living document and updated regularly. |
| IPS Configuration | This is the configuration of the Infor product solely based off agreed up requirements. |
| GIS Interface with Infor's GeoAdministrator | This is the GIS configuration based on the IPS Workflow diagrams, business needs and agile approach taken to develop the GIS Interface with Infor. |
| Data Conversion Design Document | This is the document that outlines how the source data will be converted to the Infor database. This document will need to be signed off by the City before the conversion code is written. |
| Data Conversion | This is the converted data as defined from the Data Conversion Design Document. |
| City Interface Design Document | This is the document that outlines how the City data will interface with the Infor product. This document will need to be signed off by the City before development on the interface begins. |
| City Interface | This is the developed interface based on the City Interface Design Document. |
| Report Design Documents | These are report design documents outlining the report layout and data mapping. Each design document will need to be signed off by the City before development on the report is started. |
| Reports | This is the report based on each report design document. |

Additional Deliverables

Not every deliverable comes in the form of a tangible deliverable. The following is a list of deliverables or actions that the TruePoint Solutions team will also deliver

| Deliverable | Description |
|--------------------------------|--|
| Kick Off Meeting | This meeting represents the start of this project. Many of the actions and tasks depend on this meeting. It is where we will start gathering our requirements and building our realistic plan. |
| Implementation Training | This training is to give the core team a product configuration understanding of the Infor system. It provides them with understanding of how to build the application. |
| Train the Trainer | This training is to provide training for the City's trainers who will train the end user community. |
| Go Live Support | This is onsite support for the Go Live week. |
| Post Go Live Support | This is remote support for 30 days following Go Live. |



Project Administration

Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, escalated, and approved as appropriate. The Change Order Process encompasses anything that changes the Statement of Work, duration of the project, or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either TruePoint Solutions or the Client before an amendment to the Contract can be executed. It will further clarify impact or identify a deviation from the approved SOW or MSA. The TruePoint Solutions Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

- All requests must be submitted in writing to the TruePoint Solutions Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both TruePoint Solutions and the City will jointly determine whether to proceed with the investigation. Upon receipt of a Change Order Request Form from the City, TruePoint Solutions will have five business days to return an initial impact analysis to the City, unless otherwise mutually agreed-to by the parties.
- If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The City is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).
- In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
- Based on the estimated work effort and cost, representatives from both TruePoint Solutions and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, it will become an amendment to the Contract after all appropriate signatures have been obtained for the Change Order. The amended SOW will become the new baseline document upon which any new changes will be based.



Quality Assurance

The TruePoint Solutions Project Manager will ensure that the Project objectives are being met and that the approach is refined whenever necessary. The following tools will be utilized for this purpose:

- Weekly status meetings and project reviews
- Steering committee meetings
- The project plan, developed in SmartSheets.
- A clearly defined organizational structure

Project risks will be jointly monitored and mitigated by the project management team.

Decision / Issue Resolution Process

The TruePoint Solutions and City Project Managers are responsible for tracking decisions that need to be made throughout the project. Decisions may include, but are not limited to, business process changes, team management changes, and regulatory or legislative changes. The Project Manager will regularly review the list of required decisions and develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution. The appropriate resource and escalation path will be outlined in the agreed upon Governance Plan, which will be developed in conjunction with the kick-off meeting.

The Project Managers are also responsible for tracking project issues. Any stakeholder / end-user may raise a project issue. The Project Managers will regularly review and evaluate the list of issues, and for those mutually agreed to require resolution, develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution. The appropriate resource and escalation path will be outlined in the agreed upon Governance Plan if applicable.

Should the decision or issue not be resolved within three (3) business days, either party may escalate the issue by contacting, in the case of Consultant, the Project Manager, or in the case of Client, the Business Sponsor or City's DRP Leadership Team, in writing. These parties shall attempt to resolve the issue by mutual agreement. If the issue is not resolved by the Project Manager and Steering Committee within two (2) business days from the date of escalation, either party may escalate the issue by contacting, in the case of Consultant, the Vice President of Services, or in the case of The Client, the client Sponsor in writing. These parties shall attempt to resolve the issue by mutual agreement prior to the terms set forth in the MSA.

Deliverable Acceptance Process

As part of the project, a number of deliverables, as described in the SOW, will be produced. All project deliverables are to be developed and delivered in compliance within the Project Charter. First, a draft deliverable document is prepared by the responsible party. The review audience is determined by project management. The draft is emailed to the audience with an invitation to attend the Kickoff meeting to review the deliverable. Revisions to the deliverable are recorded and made and the revised deliverable is distributed again. A second review meeting may or may not be necessary. Once the revisions have been finalized the deliverable is presented for signoff by the TruePoint Solutions Project Manager and the Client Project Manager. Upon receipt of a completed deliverable from TruePoint Solutions, Client will have five business days to accept or reject the deliverable, unless otherwise mutually agreed-to by the parties. Additional details are found in the Project Charter.

A Certificate of Acceptance is attached as a cover to the deliverable document. The TruePoint Solutions Project Manager signs the original submission as being compliant to the contract specification. The Client Project Manager reviews and signs the certificate indicating that it has been



reviewed by the Client. The TruePoint Solutions Project Manager may make final revisions. The Client Project Manager signs the revised deliverable as "Recommended for Approval." If the Client notifies TruePoint Solutions that it has rejected the deliverable, the Client will provide TruePoint Solutions with written notice specifying the basis of the deficiency. TruePoint Solutions will have a reasonable period to cure any deficiency in the deliverable and resubmit it for acceptance. When resubmitted, the Client will have another five (5) business day period to accept or reject the deliverable.

Following acceptance of the deliverable, any further changes or subsequent revisions to the deliverable will need to be addressed between TruePoint Solutions and the Client and may require a mutually acceptable change order request.

Project Team Meetings

Included in the Project Charter deliverable will be the plans and procedures for project management meetings. This will include the following:

- **Project Steering Committee Meetings** - The Project Steering Committee will meet on a monthly basis and will include the Project Steering Committee as well as the individual project area project managers. The TruePoint Solutions Project Manager will review the PMO Status Report. Issues and/or decisions escalated to the Project Steering Committee will be addressed.
- **Project Team Meetings** – The Project Team will meet on a weekly basis. The City Project Managers will review the Team Status Report. Issues and or decisions that require the collaboration of the meeting attendees will be addressed. Issues and/or decisions requiring input from the Project Steering Committee will be escalated. Project status reports will be generated weekly.
- **Individual Meetings** - Individual project team members will meet with fellow team members throughout the project as dictated in the project plan and on an as-needed basis.

Work Location

Some of the work tasks described in this SOW will take place at City offices in Beaverton, Oregon. TruePoint Solutions consultants will additionally perform work remotely that will be considered part of the billable services under the terms of this SOW.

We have included estimated expenses for a total of 10 trips. Each trip is expected to include 2 staff members for 4 days per trip. The actual number of trips will be determined between TPS and the City. It is expected that the following project tasks may include onsite trips:

- Project Kick-off
- Business Requirements Design
- User Acceptance Testing Support
- Training
- Go-Live Support

Travel time is at \$50/hour, with a maximum of 4 hours per individual per one-way trip.

Novel Coronavirus COVID 19

Due to the current pandemic, TruePoint Solutions will coordinate with the City to determine the best course of action for onsite and/or remote assistance for all project activities in conjunction with current health and safety guidelines available at the time.



Holidays

TruePoint Solutions recognizes the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Facilities, Tools, Equipment Resources

The following are the minimum facility requirements TruePoint Solutions needs to deliver the services identified in this SOW properly. City will be responsible for ensuring that these facilities are provided to TruePoint Solutions prior to work being initiated and that the facilities will be at least equivalent to those provided to City's own employees.

TruePoint Solutions requires the following facilities and equipment throughout the project:

| FACILITY/TOOL/EQUIPMENT | DESCRIPTION |
|-------------------------|---|
| Project Team Space | Co-located team space for TruePoint Solutions and City. Preferably a working desk |
| Conference Rooms | At least one dedicated conference room to conduct meetings. Each room to include, at a minimum, a desk or table and 4 chairs. |
| Network Access | Minimum of one network line for each enclosed office and cubicle provided. Wireless internet connectivity is required. |

Remote Access

TruePoint Solutions will be provided with remote VPN access so that functional and technical work can be done remotely.



Signature Page

IN WITNESS WHEREOF, the parties hereto each acting under due and proper authority has executed this Statement of Work as of the date written below.

FOR City of Beaverton, OR

FOR TruePoint Solutions

BY: _____
Authorized Signature

BY: _____
Authorized Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix: Change Request Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)

Urgency Level: High Medium Low

| |
|----------------------------------|
| Project Name and Control NUMBER: |
| Requestor: |
| Organization: |
| Date of Request: |

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)

Urgency Level: High Medium Low

Description of Change

Impact of Change(s):

| |
|-------------------------|
| Impact on Resources: |
| Impact on Schedule: |
| Impact on Requirements: |
| Impact on Cost: |

Assumptions / Risks

Alternatives to Proposed Change(s) (if any)



SUMMARY of Total Impact of Change

| |
|---------------|
| Resources: |
| Schedule: |
| Requirements: |
| Cost: |

Required Approvals:

| Reviewer Name | Department | Decision | Date |
|---------------|------------|---|------|
| | | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | |
| | | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | |
| | | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | |
| | | <input type="checkbox"/> Approved <input type="checkbox"/> Rejected | |

TruePoint Solutions Approval

Date

City of Beaverton Approval

Date



Appendix: Deliverable Acceptance Certificate

| Deliverable Information | |
|------------------------------|--|
| Client: | |
| Project: | |
| Initiated by: | |
| Date Initiated: | |
| Date Requested for Response: | |
| Deliverable Name: | |
| Deliverable Description: | |
| File Name and Location: | |

Accepted

Rejected

The above deliverable work product has been reviewed by City and meets the objectives and passes the acceptance criteria agreed by City and TruePoint Solutions for this deliverable / work product.

| To Be Completed by Client | |
|--|---|
| If Rejected, Indicated Reason | <input type="checkbox"/> Supporting documents are incomplete <input type="checkbox"/> Project Management Team disagrees with information provided <input type="checkbox"/> More information is needed (see below) <input type="checkbox"/> Other (see below) |
| If Rejected, Other Comments | |
| Other Comments, if any | |
| Documents attached: Nonconformance List | |

| Reviewers | | | |
|--------------|-------|-----------|------|
| Printed Name | Title | Signature | Date |
| | | | |

| Approval | | | |
|--------------|-------|-----------|------|
| Printed Name | Title | Signature | Date |
| | | | |



Appendix: Certificate of Acceptance

| |
|--------------------------|
| Contract ID: |
| Client Name: |
| Modules: |
| Deliverable ID: |
| Deliverable Name: |

This **CERTIFICATE OF ACCEPTANCE** certifies that the above referenced deliverable(s) has/have been delivered for the above referenced Contract ID.

I certify that this deliverable has been prepared in accordance with the relevant terms and conditions of the contract identified above.

TruePoint Solutions Sign-off: _____
TruePoint Solutions Project Manager Date

The above referenced deliverable(s) has/have been approved and completed in accordance with the Contract.

Approved By: _____
City Project Manager Date

Attachment(s):

Final Draft 2020-07-02

Work Plan

City of Beaverton, OR - Payment Milestones and Project Task Costs

| Item | Task | Deliverable | Payment Milestone | | | Total | Retainage 10% | Remit to TPS | Notes/Comments |
|----------|-------|-------------|--|-------|------|------------------|-----------------|------------------|---------------------------------------|
| | | | Tasks - Billed as Incurred | Hours | Rate | | | | |
| 1 | | | Project Management | | | \$81,000 | \$8,100 | \$72,900 | |
| | | D1.1 | <i>Project Management - Month 1</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 2</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 3</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 4</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 5</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 6</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 7</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 8</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 9</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 10</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 11</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 12</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 13</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 14</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 15</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 16</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 17</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 18</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 19</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.1 | <i>Project Management - Month 20</i> | | | \$3,700 | \$370 | \$3,330 | |
| | | D1.2 | <i>Project Kick-off</i> | | | \$7,000 | \$700 | \$6,300 | |
| | | D1.3 | <i>Project Plan</i> | | | | | | |
| 2 | | | Software Provisioning Oversight | | | \$0 | \$0 | \$0 | |
| | | D2.1 | <i>Infor Public Sector setup</i> | | | | | | |
| | | D2.2 | <i>Infor Public Sector configuration</i> | | | | | | |
| 3 | | | Business Analysis | | | \$118,125 | \$11,813 | \$106,313 | Business Requirement Documents (BRDs) |
| | 3.1 | D3.1 | <i>Business Requirement Design documents - Planning</i> | | | \$39,375 | \$3,938 | \$35,438 | |
| | 3.2 | D3.2 | <i>Business Requirements Design documents - Site Development</i> | | | \$39,375 | \$3,938 | \$35,438 | |
| | 3.3 | D3.3 | <i>Business Requirements Design documents - Building</i> | | | \$39,375 | \$3,938 | \$35,438 | |
| 4 | | | Configuration | | | \$210,875 | \$21,088 | \$189,788 | |
| | | | Workflow Configurations | | | | | | |
| | 4.1 | | <i>Planning - 6 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.a | D4.1.a | <i>Site Development - 6 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.b | D4.1.b | <i>Building - 4 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.c | D4.1.c | <i>Building - 4 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.c | D4.1.c | <i>Building - 4 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.c | D4.1.c | <i>Building - 4 Workflow Types</i> | | | \$28,875 | \$2,888 | \$25,988 | |
| | 4.1.d | | <i>Detail Pages - six (6) detail pages per workflow type</i> | | | | | | |
| | 4.1.e | | <i>Advanced Scripts - ten (10) advanced scripts per module</i> | | | | | | |
| | 4.1.f | | <i>Notification Templates - twenty (20) notification templates</i> | | | | | | |

| | | | | | | | | | |
|----------|-------|-----------------|--|-----|----------|-----------------|----------------|-----------------|---|
| | 4.2 | | Portal, Mobile and GIS Configurations | | | | | | |
| | 4.2.a | | <i>Rhythm for Civics Configuration</i> | | | | | | |
| | | D4.2.a.1 | <i>Rhythm for Civics Configuration</i> | | \$17,500 | \$1,750 | \$15,750 | | Planning, Site & Building |
| | | D4.2.a.2 | <i>Rhythm for Civics - Wizard</i> | | \$7,000 | \$700 | \$6,300 | | One Wizard Workflow |
| | 4.2.b | D4.2.b | <i>Mobile Configuration</i> | 120 | \$175 | \$21,000 | \$2,100 | \$18,900 | Planning, Site & Building |
| | 4.2.c | D4.2.c | <i>GIS Configuration</i> | 120 | \$175 | \$21,000 | \$2,100 | \$18,900 | Addressing & Parcels |
| 5 | | | Data Migration of legacy data (CDD Permits; aka BRAD) | | | \$14,000 | \$1,400 | \$12,600 | Planning, Site & Building |
| | 5.1 | D5.1 | Data Conversion - Analysis | | | \$14,000 | \$1,400 | \$12,600 | |
| | 5.2 | | <i>Data Conversion - Mapping</i> | | | | | | Optional - see contingency budget |
| | 5.3 | | <i>Data Conversion - Initial - Test</i> | | | | | | Optional - see contingency budget |
| | 5.4 | | <i>Data Conversion - Revised - Test</i> | | | | | | Optional - see contingency budget |
| | 5.5 | | <i>Data Conversion - Final - Production</i> | | | | | | Optional - see contingency budget |
| 6 | | | Interface - 3rd party applications | | | \$84,000 | \$8,400 | \$75,600 | |
| | 6.1 | | Interfaces - Critical - out-of-the-box | | | | | | |
| | 6.1.a | | <i>Esri GIS 10.5.1</i> | | | | | | |
| | 6.1.b | | <i>Microsoft Exchange Office 365</i> | | | | | | |
| | 6.1.c | | <i>Microsoft Word Office 365</i> | | | | | | |
| | 6.1.d | | <i>Microsoft Excel Office 365</i> | | | | | | |
| | | D6.1 | Interfaces complete and functional | | | | | | |
| | 6.2 | | Interfaces - Critical - design needed | 360 | \$175 | \$77,000 | \$7,700 | \$69,300 | Interface Design Documents, Development |
| | 6.2.a | | <i>Bluebeam Revu</i> | 80 | \$175 | \$14,000 | \$1,400 | \$12,600 | TruePoint |
| | 6.2.a | | <i>Bluebeam API Development - PPI Sub-Contract</i> | | | \$14,000 | \$1,400 | \$12,600 | PPI Group |
| | 6.2.b | | <i>Cash Receipts (in-house)</i> | 80 | \$175 | \$14,000 | \$1,400 | \$12,600 | |
| | 6.2.c | | <i>General Ledger (in-house)</i> | 80 | \$175 | \$14,000 | \$1,400 | \$12,600 | |
| | 6.2.d | | <i>Construction Contractors Board</i> | 60 | \$175 | \$10,500 | \$1,050 | \$9,450 | |
| | 6.2.e | | <i>Landscape Licensing</i> | 60 | \$175 | \$10,500 | \$1,050 | \$9,450 | |
| | | D6.2.a | Interfaces Design Documents | | | | | | |
| | | D6.2.b | Interfaces complete and functional | | | | | | |
| | 6.3 | | Interfaces - Desired | 40 | \$175 | \$7,000 | \$700 | \$6,300 | Interface Reviews |
| | 6.3.a | | <i>Business Licensing (in-house)</i> | 8 | \$175 | \$1,400 | \$140 | \$1,260 | |
| | 6.3.b | | <i>CardX - Credit Card Gateway</i> | 8 | \$175 | \$1,400 | \$140 | \$1,260 | |
| | 6.3.c | | <i>Cityworks</i> | 8 | \$175 | \$1,400 | \$140 | \$1,260 | |
| | 6.3.d | | <i>Granicus</i> | 8 | \$175 | \$1,400 | \$140 | \$1,260 | |
| | 6.3.e | | <i>HPRM - Content Manager</i> | 8 | \$175 | \$1,400 | \$140 | \$1,260 | |
| | | D6.3 | Interface Review Documentation | | | | | | |
| 7 | | | Testing | 160 | \$175 | \$28,000 | \$2,800 | \$25,200 | |
| | 7.1 | | Unit Testing | | | | | | |
| | 7.2 | | Functional Testing | | | | | | |
| | 7.3 | | User Acceptance Testing (UAT) | | | \$14,000 | \$1,400 | \$12,600 | UAT Support, Sign-off |
| | | D7 | Completion and sign-off for User Acceptance Testing (UAT) | | | | | | |
| 8 | | | Training | 300 | \$185 | \$55,500 | \$5,550 | \$49,950 | |
| | 8.1 | D8.1 | Implementation Training | 60 | \$185 | \$11,100 | \$1,110 | \$9,990 | Core Team, Configuration, GIS |
| | 8.2 | D8.2 | Train the Trainer | 40 | \$185 | \$7,400 | \$740 | \$6,660 | Train-the Trainer Training |
| | 8.3 | D8.3 | Birst and IDM Report Training | 200 | \$185 | \$37,000 | \$3,700 | \$33,300 | Training |
| | | D8.4 | Report Design Documents and Reports | | | | | | Analysis and Development |

| | | | | | | | | |
|----------------------------------|-------------|--------------------|-----------------------------------|--------------|--------------|----------------------|---------------------|--|
| 9 | | | Go Live | | \$21,000 | \$2,100 | \$18,900 | |
| 9.1 | D9.1 | | Go Live Support | | \$14,000 | \$1,400 | \$12,600 | 2 staff, 4 days, onsite |
| 9.2 | D9.2 | | Post Go Live Support | | \$7,000 | \$700 | \$6,300 | 30 days following Go-Live |
| 10 | | | Final Acceptance | | | | \$62,650 | |
| 10 | | | | | | | | Retainage - Milestones and Tasks - 10% |
| | | | Contingency | | \$56,000 | | | |
| | | | | | | | | Data Conversion budget moved here |
| Item | Task | Deliverable | Payment Milestone | | Total | Retainage 10% | Remit to TPS | Notes/Comments |
| | | | Tasks - Billed as Incurred | Hours | Rate | | | |
| Total | | | | | \$682,500 | \$62,650 | \$626,500 | |
| Contingency | | | | | | | \$56,000 | |
| Estimated Travel Expenses | | | | | | | \$42,000 | Not to Exceed, Billed as incurred |
| Total Project | | | | | \$682,500 | \$62,650 | \$724,500 | |

Original Proposal

| | |
|----|----------------|
| \$ | 682,500 |
| \$ | 42,000 |
| \$ | <u>724,500</u> |

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Contract Review Board – Authorize Staff to Enter Into Contract Negotiations With Top Vendor for Delivery of a New Electronic Permitting System for the City’s Development Review Process

FOR AGENDA OF: 02-11-20 **BILL NO:** 20045

MAYOR’S APPROVAL: *Denny Dale*

DEPARTMENT OF ORIGIN: CDD *CT*

DATE SUBMITTED: 01-28-20

CLEARANCES: City Attorney *Walt King*
 Mayor’s Office *[Signature]*
 Finance *PRO*
 Purchasing *PRO*
 ISD *PRO*
 Police *[Signature]*
 Public Works *[Signature]*
 HR *[Signature]*

PROCEEDING: CONSENT AGENDA
(Contract Review Board)

- EXHIBITS:**
1. Project Summary Memo
 2. Project Summary Memo – Costs
 3. Proposal Scoring – Round 2
 4. Development Review Process Update Jan/Feb 2020

BUDGET IMPACT

| EXPENDITURE | AMOUNT | APPROPRIATION |
|--|----------------------|-----------------------------|
| REQUIRED \$ 400,000 (FY 2019-20 Estimate) | BUDGETED \$1,000,000 | REQUIRED \$-0- (FY 2019-20) |
| \$ 800,000 (FY 2020-21 Estimate) | | |
| \$2,922,877 (Proposal Total Cost Over a Ten Year Investment)** | | |

*The FY 2019-20 Budget includes the following appropriations for this project in Account Number: 001-70-0661-15-675 General Fund - Community Development Department – Department Admin & Support Program – Capital Outlay Class - Computer Software Packages Object \$750,000 and Account Number 105-70-0664-15-675 Building Operating Fund – Community Development Department – Building Division Administration Program – Capital Outlay Class - Computer Software Packages Object \$250,000.

** The total cost proposal or \$2,922,877 is comprised of \$724,500 in one time acquisition costs and \$2,198,377 in recurring subscription and maintenance charges over a ten-year period, which averages out to \$219,838 per year.

RECOMMENDED ACTION:

City Council, acting as Contract Review Board, authorizes staff to enter into contract negotiations with TruePoint Solutions of Incline Village, NV for implementation of Infor Public Systems software to result in an Electronic Permit System for the City’s Development Review Process. The proposal provided to the City in August 2019 by TruePoint Solutions, in response to Electronic Permitting System RFP 3524-19B, included a total ten year investment amount of \$2,922,876.73. The final contract and amount is to be brought forward to the Contract Review Board at a later date and time for review and approval.

If the City and TruePoint Solutions are unable for any reason to reach agreement on a contract within a reasonable amount of time, the City may formally terminate negotiations, and may thereafter negotiate 53

with the next highest scoring proposer, Tyler Technologies, and continue the sequential process until the City has either determined to award the contract with whom it is currently negotiating with pursuant to BPC 47-0261 (I) (3), or has decided to cancel the procurement under ORS 279B.100.

HISTORICAL PERSPECTIVE:

From Spring 2015 through the present, City staff and managers responsible for the development review process, with assistance from Kennedy Consulting, LLC, Koné Consulting, LLC, and Communitas Planning, LLC have been identifying and implementing business process improvements. The primary purpose of this project is to meld the Planning, Site Development and Building processes into a seamless development review process that is:

- 1) supported by customer service that is timely, consistent, respectful, clear, accountable; and
- 2) conducted in partnership with the development community, with better tools and support to staff in performing their roles.

At the conclusion of Phase 1, a report was presented to City Council with specific recommendations regarding actions that the City should take in order to improve development review processes. Staff, consultants and stakeholders have made a great deal of progress on many actions, including actions identified for Phase 2 and Phase 3.

During Phase 3 staff have been implementing Electronic Document Review and electronic receipt of applicant materials, improving aspects of communication including webpage updates for 'Building in Beaverton', exploring additional avenues of coordination including Service Provider Letters with partner agencies, delving into inspections and project closeout, and multiple other solutions. With the assistance of BerryDunn, identification of a vendor for a new Electronic Permitting System has been the main focus of Phase 3 over the past year.

This project uses a continuous improvement approach to facilitate outcomes, including:

- a shared vision for an improved process,
- a clear understanding among all process owners of the end-to-end process,
- open identification of inefficiencies or points of confusion that results in problem solving and testing solutions, and
- implementation of changes that improve customer and staff satisfaction.

INFORMATION FOR CONSIDERATION:

Phase 4 of this project was forecasted to include implementation of a new Electronic Permitting System. An Electronic Permitting System includes documenting and building workflows into a system that can track work. It is expected to increase internal and external customer service and increase ease of use by all users through:

- providing citizens with 24/7 access to information on projects that are under review within the City;
- providing project owners and their consultants with 24/7 access to
 - submitting applications and permit requests to the City along with payment;
 - the status of their project(s) including application and permit review, approval, issuance, inspections, acceptance and bonding;
- assisting staff in managing the many workflow processes within the City's development review process;
- being integrated with Geographical Information Systems (GIS);
- being available on mobile devices.

Request for Proposals (RFP) Process

A brief description of the City's RFP process for a new Electronic Permitting System (EPS) is provided below. Additional information on the City's RFP process for a new EPS, facilitated by BerryDunn, is included in the attached memos, listed as Exhibits:

1. Project Summary Memo
2. Project Summary Memo – Costs
3. Proposal Scoring – Round 2

The Project Summary Memo (Exhibit 1) provided by BerryDunn, dated November 4, 2019, provides a great overview of the process that staff, facilitated by Berry Dunn, have been pursuing since January, 2019. Below is an additional overview of the Request for Proposals (RFP) process beginning with advertising of RFP 3524-19B.

The RFP was advertised in the *Daily Journal of Commerce* on July 3, 2019. A total of nine (9) proposals were received and opened at 2:00 PM on August 12, 2019. The proposals were reviewed by a selection committee comprised of City staff. All proposals were evaluated on the following factors: Functional (20 points possible), Technical (20 points possible), Approach (15 points possible), Experience (20 points possible), Cost (15 points possible), and Beaverton Equity Procurement Program (10 points possible). The selection committee members met and discussed their individual review of each proposal and came to a consensus score for each proposer, which is included in the Project Summary Memo (Exhibit 1).

Based on the evaluation criteria scoring, staff invited the top four (4) proposers receiving the highest scores for demonstrations. The demonstrations provided each of the top four (4) proposers with an opportunity for clarification and elaboration of each proposal and to respond to questions presented by staff. Demonstrations were 1-1/2 days per proposer and were held September 26, 2019 through October 11, 2019.

After demonstrations, staff determined that reference check phone calls were warranted for all four of the top proposers. Staff contacted multiple proposer references as well as other regional jurisdictions and asked for an hour of their time. Staff were able to schedule and conduct at least three reference calls for each proposer. Each reference phone call resulted in jurisdictions sharing their perspectives on one or more of the proposing companies and were completed October 23 through November 7, 2019 and on December 19, 2019.

On November 13, 2019 staff met with the Development Review Process Leadership Team to discuss status of the solicitation including differences and similarities in approaches to meeting the evaluation criteria by the top four (4) proposers, the outcome of reference check phone calls and proposal costs, which are included in the Project Summary Memo - Costs (Exhibit 2). Based upon this discussion with the Leadership Team, it was determined that a core group of staff should conduct a site visit to a jurisdiction currently utilizing the TruePoint Solutions services and InforPS software prior to final scoring. Staff then reached out to jurisdictions that are implementing or have implemented InforPS. Staff were able to make arrangements with the City of North Vancouver, British Columbia, Canada. Four staff made a full-day site visit to the City of North Vancouver on December 13, 2019, during which the staff of the City of North Vancouver walked City of Beaverton staff through many of the challenges, successes and lessons learned through their implementation of InforPS with TruePoint Solutions.

After proposal review, demonstrations, reference checks and a site visit, staff convened a meeting to complete final scoring on December 20, 2019. With final scoring complete, staff presented their recommendation to the Leadership Team via email. Based upon the final scores (Exhibit 3), the Leadership Team approved a 'Notice of Intent to Award' for TruePoint Solutions as the top proposer for RFP 3524-19B.

Timing of the project kick-off will be determined through contract negotiations and approval of the resulting contract and cost by the Contract Review Board at a future date and time. Staff expect that some of the FY 2019-20 appropriations may be incurred by June 30, 2020. Implementation should be complete in 2022.

Implementation of a new electronic permitting system will cause ripple effects throughout the organization of the City. Staff attempted to address some of the effects through a briefing update provided to City Council members January 22-24, 2020 (Exhibit 4). Budgetary and other impacts are anticipated to be incurred through the addition of staff (permanent and limited duration), additional workspace and equipment, and demands on services of departments outside of Finance and Community Development.



City of Beaverton
Electronic Permitting System Selection Project

PROJECT MEMORANDUM

TO: Beaverton Project Team and Leadership Team
FROM: BerryDunn Project Team
SUBJECT: Summary of Project Activity
DATE: November 4, 2019

1.0 Introduction and Memo Background

The purpose of this memo is to provide an executive summary of the work performed to date as part of the electronic permitting system selection project. The following table contains an overview of key project activities and dates.

Table 1.1: Key Project Activities

| Month | Key Project Activities |
|----------------|--|
| February 2019 | <ul style="list-style-type: none"> • Contract Executed (January 29) • Project Work Plan and Schedule (February 25) |
| February 2019 | <ul style="list-style-type: none"> • Project Kickoff Meeting and Fact-Finding Meetings (February 26 – 28) |
| March 2019 | <ul style="list-style-type: none"> • Current State Analysis and Recommendations Report Development (March 11 – March 29) |
| May 2019 | <ul style="list-style-type: none"> • Final Current State Analysis and Recommendations Report (May 3) |
| May 2019 | <ul style="list-style-type: none"> • Joint Requirements Planning (JRP) Work Sessions (May 29 – May 30) |
| July 2019 | <ul style="list-style-type: none"> • Request for Proposal (RFP) Issued (July 3) |
| August 2019 | <ul style="list-style-type: none"> • Proposals Received (August 12) |
| September 2019 | <ul style="list-style-type: none"> • Round 1 Scoring (September 5) |
| September 2019 | <ul style="list-style-type: none"> • Vendor Demonstrations (September 30 – October 11) |
| October 2019 | <ul style="list-style-type: none"> • Reference Checks |
| November 2019 | <ul style="list-style-type: none"> • Final Scoring (November 13) |
| December 2019 | <ul style="list-style-type: none"> • Contract Negotiation Assistance (November – January) |
| January 2020 | <ul style="list-style-type: none"> • Implementation Planning Memo (November – January) |



2.0 Current State Analysis and RFP Development

2.1 Current State Analysis

In January 2019, BerryDunn facilitated a project planning work session with the Beaverton (City) project manager and members of the City's Project Team. In February 2019, BerryDunn facilitated a project kickoff meeting with the City Project Team and department users. Following the project kickoff meeting, BerryDunn facilitated fact-finding meetings with staff who have daily interactions with the existing City applications that currently support related business processes in place. These meetings are listed in the following table.

Table 2.1: Fact-Finding Meetings

| No. | Meeting | No. | Meeting |
|-----|---|-----|---|
| 1 | Building Division - Plans Examination | 12 | Mayor's Office Programs |
| 2 | Building Division - Plans Examination Process Observation | 13 | Planning and Transportation |
| 3 | Building Inspections: Ride-along | 14 | Planning Process Observation |
| 4 | CDD Overall Meeting with Division Managers | 15 | Police - Code Compliance |
| 5 | City Project Management Team Work Session | 16 | Public Works - Capital Projects and Engineering & Water, S/S/S, Arbor |
| 6 | Customer Focus Group | 17 | Records Archives Division |
| 7 | Development & Economic Development | 18 | RFP Planning Work Session with Procurement |
| 8 | Finance | 19 | Site Development Division |
| 9 | Information Technology | 20 | Site Development Inspections: Ride-along |
| 10 | Inspections (Building and Site) | 21 | Site Development Process Observation |
| 11 | Leadership Team Work Session | | |

Following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities and developed a Current State Analysis and Recommendations Report. This report was reviewed with the City Project Team on April 15, 2019. Following this work session, the report was updated to final on May 3, 2019.

2.2 Requirements and RFP Development

Based on the information gathered through the current state analysis and review of requested documentation, BerryDunn developed a Preliminary List of Functional and Technical Requirements. These requirements were provided to the City, and confirmed and updated during a series of JRP work sessions held on May 29 – 30, 2019.



In parallel to the development of the Preliminary List of Functional and Technical Requirements, a draft RFP package was developed in collaboration with the City Purchasing Agent.

2.3 RFP Process

The RFP was issued on July 3, 2019. The table below contains the RFP schedule of events that was included in the RFP.

Table 2.2: RFP Schedule of Events

| Event | Estimated Date |
|--|----------------------------|
| RFP Published | July 3, 2019 |
| Pre-Proposal Vendor Conference | July 16, 2019 |
| Deadline for Questions From Vendors | July 25, 2019 |
| Final Addendum for Questions Published | July 18, 2019 |
| Deadline for Proposal Submissions | August 12, 2019 |
| Short-List Vendors Notified | Week of September 9, 2019 |
| Vendor Demonstrations | Week of September 30, 2019 |

As part of the RFP, vendors were instructed to provide their responses in a standard, tabbed format using templates and forms included in the RFP to allow for ease of comparison between proposers. The RFP also contained instruction and response-indicator details for responding to the City's Functional and Technical Requirements.

3.0 Proposal Evaluation

3.1 Proposal Review

The City Evaluation Team consisted of Leigh Crabtree, Jana Fox, Jody Yates, Kimberlee McArthur, Susan Cole, and Taylor Hollandsworth. The table below presents the evaluation criteria identified in the RFP, along with the possible points.

Table 3.1: Evaluation Criteria

| Criteria and Possible Points | Description |
|-----------------------------------|---|
| Functional Possible points: 20 | This criterion considers the ability of the proposed software to meet the City's functionality needs. This includes the ability to meet the Functional Requirements for the functional areas that are proposed and the ability for the proposed software to integrate with the City's system environment. |
| Technical Possible points: 20 | This criterion considers the ability of the proposed software to align with the City's preferred technical specifications and interface requirements. This |



| Criteria and Possible Points | Description |
|---|---|
| | criterion will also consider the level of integration among proposed system modules. |
| <p style="text-align: center;">Approach</p> <p>Possible points: 15</p> | This criterion considers the Respondent's understanding of the scope of work, and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Respondent's approach to contracting, training and support. |
| <p style="text-align: center;">Experience</p> <p>Possible points: 20</p> | This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response, as well as learned through the reference check process. |
| <p style="text-align: center;">Cost</p> <p>Possible points: 15</p> | <p>This criterion considers, as applicable, the price of the software license/subscription schedule, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the City will evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. The City reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations.</p> |
| <p style="text-align: center;">Beaverton Equity Procurement Program</p> <p>Possible points: 10</p> | <p>The City is dedicated to increasing opportunities for enterprises that have been certified by the State of Oregon, through the Certification Office for Business Inclusion and Diversity (COBID). A directory of these state-certified firms is available at www.oregon4biz.com/certification. The City is striving to award a minimum of 10 percent of its overall dollar amount of contracting and purchasing activities to firms certified by COBID. In evaluating proposals, the City will consider whether firms will be able to help the City achieve this goal. Therefore, the proposal shall address the following:</p> <ol style="list-style-type: none"> 1. Is your firm currently certified through the State of Oregon COBID? If yes, indicate all certification types and your firm's certification number(s). If Proposer is a COBID certified firm, 4 points are awarded. If Proposer is not a COBID certified firm, 0 points will be awarded. 2. Provide a narrative description of your firm's experience, including any innovative or successful measures, promoting COBID certified enterprises as partners, subcontractors, or suppliers on previous projects. (1 point) |



| Criteria and Possible Points | Description |
|------------------------------|---|
| | <ol style="list-style-type: none"> 3. Provide a list and percentage of total contract dollars spent with COBID certified enterprises with which the Proposer's firm has had a contractual relationship during the last 12 months. (2 points) 4. Describe the actions the Proposer will take to include COBID certified enterprise participation on this project. Of the subcontractors identified in Attachment "A" – "Proposal Response Forms", specify which subcontractors are COBID certified enterprises and what certification they hold, if any. (3 points) 5. State the participation goal the Proposer believes it can realistically achieve on this project using COBID certified enterprises identified above. A percentage level is preferred. If Proposer states Zero percent, 0 points will be awarded. (2 points) |

3.2 Round 1 Scoring

The Round 1 scoring meeting was held on September 5, 2019. The purpose of this meeting was to discuss each proposal received, perform the first round of scoring, and plan for vendor demonstrations. The following table contains the summary results from this meeting.

Table 3.2: Round 1 Scoring Results

| No. | Vendor | Functional | Technical | Approach | Experience | Equity | Total |
|-----------------|---------------|------------|-----------|----------|------------|--------|-------|
| Possible Points | | 20 | 20 | 15 | 20 | 10 | 85 |
| 1 | Accela | 16 | 17 | 11 | 14 | 2 | 60 |
| 2 | Avocette | 9 | 15 | 11 | 11 | 0 | 46 |
| 3 | CentralSquare | 12 | 13 | 10 | 13 | 0 | 48 |
| 4 | Citizenserve | 12 | 19 | 9 | 14 | 0 | 54 |
| 5 | CityView | 16 | 10 | 9 | 12 | 0 | 47 |
| 6 | Oracle | 6 | 14 | 7 | 8 | 0 | 35 |
| 7 | TruePoint | 17 | 17 | 12 | 13 | 0 | 59 |
| 8 | Tyler | 19 | 13 | 12 | 16 | 0 | 60 |
| 9 | Vision33 | 18 | 17 | 11 | 15 | 0 | 61 |

3.3 Vendor Demonstrations

Following the Round 1 scoring meeting, BerryDunn led the development of Vendor Demonstration Scripts and a Demonstration Schedule. These files were provided to the City Evaluation Team for review and input. They were then updated to final and provided to Accela, TruePoint, Tyler, and Vision33. BerryDunn also developed Demonstration Participation



Instruction Memos for the City Evaluation Team and additional demonstration participants. These memos contained information on how to prepare for and participate in the vendor demonstrations. The vendor demonstrations were held over a seven-day period, with one follow-up demonstration on October 11, 2019. Overall sessions were held to demonstrate the exchange of information between the project development, permitting, inspections, and fees and payments modules, to discuss the implementation approach, and to discuss technical considerations of each system. The table below contains the demonstration dates.

Table 3.3: Demonstration Dates

| Vendor Name | Session Start | Session End |
|--------------------|-------------------------------|-------------------------------|
| Vision33 | September 26, 2019 8:30 a.m. | September 27, 2019 12:00 p.m. |
| Tyler Technologies | September 30, 2019, 8:30 a.m. | October 1, 12:00 p.m. |
| Accela | October 1, 2019 8:30 a.m. | October 2, 2019 4:30 p.m. |
| TruePoint | October 3, 2019 8:30 a.m. | October 4, 2019 12:00 p.m. |

3.4 Reference Check Process

Following the vendor demonstrations, BerryDunn developed a reference prompt memo and scripts for distribution to the references provided by Accela, TruePoint, Tyler, and Vision33. The City has started reference calls and exploring site visits in the Beaverton area. The information from the reference check process will allow the City to understand further information about the vendors being considered. The City will learn things about how the vendor was to work with, how their consulting team was to work with, and lessons learned from the experiences that they share. Once the reference check process is complete, BerryDunn will facilitate the final round of scoring on November 13, 2019.



City of Beaverton
Electronic Permitting System Selection Project

PROJECT MEMORANDUM

TO: City of Beaverton Evaluation Committee
FROM: BerryDunn Project Team
SUBJECT: Proposal Summary Memo – Costs
DATE: November 4, 2019

The purpose of this memo is to present a summary of the cost proposals received as part of the City of Beaverton's (the City's) Request for Proposal (RFP), to the Evaluation Committee so that the Evaluation Committee is informed of potential costs going forward. The costs presented in this memo are subject to adjustment based upon further analysis. Footnotes have been provide to clarify any assumptions made or additional analysis conducted to arrive at the cost-detail from proposing Vendors.

Subscription Deployment

Vendors were asked to propose costs for a subscription or a Software as a Service (SaaS) option. These proposed costs are presented in the next four sub-sections of this memo.



1.1 One-Time Costs

Table 1.1 lists proposed one-time costs organized by cost area.

Table 1.1: One-Time Costs (\$)

| One-Time Costs (\$) | | | | |
|---|-----------------------|---------------------|---------------------|-----------------------|
| Cost Area | Accela | TruePoint | Tyler | Vision33 |
| Professional Service | \$937,600.00 | \$436,000.00 | \$324,975.00 | \$950,000.00 |
| Project Management | \$189,440.00 | \$74,000.00 | \$120,000.00 | - |
| Training | \$24,000.00 | \$18,500.00 | \$77,000.00 | - |
| Customizations | \$142,080.00 | - | - | - |
| Interface | \$236,800.00 | \$84,000.00 | \$8,000.00 | - |
| Data Conversion | \$118,400.00 | \$70,000.00 | \$20,000.00 | - |
| Server Hardware | - | - | - | - |
| Third-Party Hardware | - | - | - | - |
| Third-Party Software | - | - | - | - |
| Expenses (Misc.) | - | - | - | \$125,000.00 |
| Other | - | - | \$9,000.00 | - |
| Other | - | - | \$5,000.00 | - |
| Discount | - | - | \$6,250.00 | - |
| Total (Excluding Year 1 Subscription Cost) | \$1,648,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |

1.2 Estimated Travel Costs

Table 1.2 lists estimated travel costs.

Table 1.2: Estimated Travel Costs (\$)

| Estimated Travel Costs (\$) | | | | |
|-----------------------------|-------------|-------------|-------------|--------------|
| Cost Area | Accela | TruePoint | Tyler | Vision33 |
| Estimated Travel Expenses | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |



1.3 Recurring Subscription Costs

Table 1.3 lists proposed recurring subscription costs organized by year.

Table 1.3: Recurring Subscription Costs by Year (\$)

| Recurring Subscription Costs by Year (\$) | | | | |
|---|-----------------------|------------------------|-----------------------|-----------------------|
| Year | Accela | TruePoint ¹ | Tyler | Vision33 |
| Year 1 | \$279,793.18 | \$150,894.00 | \$155,990.00 | \$364,148.68 |
| Year 2 | \$275,906.74 | \$176,529.00 | \$155,990.00 | \$375,073.14 |
| Year 3 | \$275,906.74 | \$199,254.00 | \$155,990.00 | \$386,325.33 |
| Year 4 | \$275,906.74 | \$207,224.16 | \$163,790.00 | \$397,915.09 |
| Year 5 | \$275,906.74 | \$215,513.13 | \$171,980.00 | \$409,852.55 |
| Year 6 | \$275,906.74 | \$224,133.65 | \$180,579.00 | \$422,148.12 |
| Year 7 | \$275,906.74 | \$235,340.33 | \$189,608.00 | \$434,812.57 |
| Year 8 | \$275,906.74 | \$247,107.35 | \$199,088.00 | \$447,856.94 |
| Year 9 | \$275,906.74 | \$259,462.72 | \$209,042.00 | \$461,292.65 |
| Year 10 | \$275,906.74 | \$272,435.85 | \$219,494.00 | \$475,131.43 |
| 10-Year Total | \$2,762,953.84 | \$2,187,894.19 | \$1,801,551.00 | \$4,174,556.52 |

¹ TruePoint proposed a 16% increase for Year 2 and a 13% increase for Year 3.



1.4 Total Costs (One-Time and Recurring Costs)

Table 1.4 lists proposed total costs organized by cost area. This table includes the totals from Tables 1.1, 1.2, and 1.3—and assumes that one-time costs and travel costs (Tables 1.1 and 1.2) are incurred during Year 1.

Table 1.4: Total Costs by Year (\$)

| Total Costs by Year (\$) | | | | |
|------------------------------------|-----------------------|-----------------------|-----------------------|--------------------------|
| Cost Area | Accela | TruePoint | Tyler | Vision33 |
| Total Discounted One-Time | \$1,648,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |
| Total Estimated Travel | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |
| Recurring Subscription (Year 1-10) | \$2,762,953.84 | \$2,187,894.19 | \$1,801,551.00 | \$4,174,556.52 |
| Other In-Scope | - | - | - | \$75,000.00 ¹ |
| Recurring Maintenance (Years 1-10) | - | \$10,482.54 | - | - |
| Total Ten Year Investment | \$4,431,273.84 | \$2,922,876.73 | \$2,424,476.00 | \$5,324,556.52 |

¹ Vision33 reported a \$75,000 one-time cost for cloud hosting services and product support.



1.5 Optional Costs (One-Time and Recurring Costs)

Table 1.5 lists proposed optional costs.

Table 1.5: Proposed Optional Costs (\$)

| Proposed Optional Costs (\$) | |
|--|--------------|
| Accela | |
| Accela Civic Solutions for Building and Planning on Azure Government Cloud (Recurring) | \$430,456.96 |
| Post Go-Live Support, Custom Modification Maintenance (Recurring) | \$78,000.00 |
| Upgrade Testing Service, Services – Testing in Non-Production | \$10,000.00 |
| TruePoint | |
| N/A | - |
| Tyler | |
| EnerGov Assist, post go-live configuration support (Recurring) | \$30,000.00 |
| Socrata Citizen Connect (Recurring) | \$3,000.00 |
| EnerGov Community Development Feeds for Socrata Citizen Connect (Recurring) | \$5,000.00 |
| Vision33 | |
| N/A | - |



1.6 Optional Costs (One-Time and Recurring Costs)

Table 1.6 lists proposed total costs organized by cost area with all optional costs included.

Table 1.6: Total Costs (Including Optional Cost) by Year (\$)

| Total Costs (Including Optional Cost) by Year (\$) | | | | |
|--|-----------------------|-----------------------|-----------------------|-----------------------|
| Cost Area | Acosta | TruePoint | Tyler | Vision33 |
| Total Discounted One-Time | \$1,658,320.00 | \$682,500.00 | \$570,225.00 | \$1,075,000.00 |
| Total Estimated Travel | \$20,000.00 | \$42,000.00 | \$52,700.00 | \$125,000.00 |
| Recurring Subscription (Year 1-10) | \$4,855,905.82 | \$2,187,894.19 | \$2,202,411.63 | \$4,174,556.52 |
| Other In-Scope | - | - | - | \$75,000.00 |
| Recurring Maintenance (Years 1-10) | - | \$10,482.54 | - | - |
| Total Ten Year Investment | \$6,524,225.82 | \$2,922,876.73 | \$2,825,336.63 | \$5,324,556.52 |

**City of Beaverton Electronic Permitting System Selection Project 3524-19B
Round 2 Proposal Scoring**

| | Functional | Technical | Approach | Experience | Beaverton Equity Procurement Program | Cost | Total Score |
|---------------------------|------------|-----------|-----------|------------|---|-----------|-------------|
| Possible Points | 20 | 20 | 15 | 20 | 10 | 15 | 100 |
| TruePoint | 18 | 17 | 14 | 16 | 0 | 12.44 | 77.44 |
| Tyler Technologies | 19 | 11 | 12 | 16 | 0 | 15.00 | 73.00 |
| Vision33 | 16 | 15 | 11 | 15 | 0 | 6.83 | 63.83 |
| Accela | 15 | 15 | 8 | 11 | 2 | 8.21 | 59.21 |



DEVELOPMENT REVIEW PROCESS (DRP)
Update
Jan/Feb 2020

TEAMWORK + SOLUTIONS = SERVICE



ELECTRONIC PERMITTING SYSTEM

Request for Proposals (RFP) Update and Vendor Selection Process

• **SELECTION PROCESS**

Nov 4 Memos and Scoring

• **RECOMMENDED VENDORS**

TruePoint Solutions implementing InforPS

• **VENDOR COST PROPOSAL**

Total over 10 years \$2,922,876.73

• **PROCESS & TIMELINE** (tentative)

- **City Council** Feb 11
 - Presentation: DRP Update; focus on EPS implementation and organizational impact
 - CRB: Request to enter into contract negotiations
 - Staff: Request new Limited Duration Implementation Project Manager

• **LD Implementation Project Manager**

- Onboard Apr / May

• **Negotiations** (approximately four months)

- Process Feb-Jun

• **City Council**

- CRB – contract execution Jun / Jul

• **Implementation** (18 to 24 months)

- Go Live Summer 2022

Proposed Year 1 Investment

\$860,000 Vendor Cost Estimate
12 Dedicated City Staff
1 Dedicated Workroom

FY 2019-20 Budget

Computer Software

\$750,000 Administration
\$250,000 Building

Professional Services

RFP Consultant (BerryDunn)
\$ 45,000 Administration
\$ 15,000 Building
Implementation & Training
\$ 45,000 Administration
\$ 15,000 Building

Information Attached

1. Project Summary Memo, Nov 4, 2019
2. Project Summary Memo – Costs, Nov 4, 2019
3. Proposal Scoring - Round 2 Dec 20, 2019



DEVELOPMENT REVIEW PROCESS (DRP)

Update
Jan/Feb 2020

ORGANIZATIONAL CAPACITY

Does the City have the organizational capacity to support successful implementation of a new permitting system at this time?

STAFF RESOURCES

The proposals, references and a site visit provided staff with a number of insights regarding the level of effort and resource needed for successful implementation of a new Electronic Permitting System. Anticipated staff resources are outlined below.

- **Community Development:** (Administration, Planning, Site Development, Building)
Considerable staff time assisted by **seven limited duration positions**, six of these positions are to back fill the essential functions of Subject Matter Experts (SMEs) who will be spending large portions of their work time informing implementation.

FY 2019-20 through FY2021-22

Priority Request, Hire ASAP

- **Implementation Project Manager** (1.0 FTE add position, limited duration)
Using the 'Applications Development Manager' class specification

FY 2020-21 through FY2021-22

Starting dates beginning in July 2020

- **Planning** (2.0 FTE SME backfill, limited duration)
- **Site Development** (2.0 FTE SME backfill, limited duration)
- **Building** (2.0 FTE SME backfill, limited duration)

- **Finance:** Information Services
Considerable staff time in **one existing position** and **four new positions**

FY 2019-20

- **Business Analyst Programmer** (1.0 FTE existing position backfill)
- **Business Analyst** (2.0 FTE add position, new class spec)
- **System Analyst** (1.0 FTE add position, new class spec)
- **Computer Tech** (1.0 FTE add position)

- **Community Development:** (Development, Economic Development, Transportation)
Workflow discussions, testing, etc.
- **Finance:** Procurement, negotiations, implementation, etc.
- **City Attorney:** Procurement, negotiations, implementation, etc.
- **Human Resources:** Class specifications, postings, hiring, onboarding, etc.
- **Mayor's Office:** Facilities accommodations, communications, etc.
- **Public Works:** Workflow discussions, testing, etc.
- **Beaverton Police Department:** Workflow discussions, testing, etc.

FEE UPDATES

Current City Development Review Fees are being reviewed. The addition of Technology Fee to off-set costs of a permitting system and related hardware would be a consideration that staff could bring forward to City Council at a future date and time.