



AGENDA REPORT

Meeting Date: August 02, 2011
Item Number: F-7
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: APPROVAL OF: (i) AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AVOLVE SOFTWARE CORPORATION FOR AN ELECTRONIC PLAN CHECK SUBMITTAL AND REVIEW SYSTEM, AND RELATED SERVICES; (ii) A SOFTWARE LICENSE AGREEMENT; AND (iii) MAINTENANCE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AVOLVE SOFTWARE CORPORATION

APPROPRIATE FUNDS IN THE AMOUNT OF \$448,000 FOR RELATED GOODS AND SERVICES;

AUTHORIZE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$238,900 FOR THE CONTRACT WORK; AND

AUTHORIZE THE CITY MANAGER TO APPROVE RELATED PURCHASES FOR HARDWARE, SOFTWARE AND EQUIPMENT NOT-TO-EXCEED \$79,100

Attachments:

1. Services Agreement
2. License Agreement
3. Maintenance Agreement

RECOMMENDATION

Staff recommends that the City Council move to approve the following agreements: (i) an agreement between the City of Beverly Hills and Avolve Software Corporation for an Electronic Plan Check Submittal and Review System, and Related Services for the Department of Community Development; a Software License Agreement with Avolve Software Corporation; and (iii) a Maintenance Agreement between the City of Beverly Hills and Avolve Software Corporation.

The above agreements are related to Bid No. 11-22 for a new Electronic Plan Check Submittal and Review System for Community Development, for a total project cost of \$448,000, including \$123,000 for the application software, \$56,000 for the implementation services, \$23,900 for application interfaces, up to \$15,000 for travel expenses, \$21,000 for contingency, up to \$79,100 for related hardware, software and equipment, and \$130,000 for support of the System for the first five years of its useful life.

Staff further recommends that the City Council move to:

1) Appropriate funds in the amount of \$448,000 as follows:

From		To	
\$448,000.00	Fund 23 – Community Development Technology Fund Balance	\$448,000.00	Fund 23 – Community Development Technology-CIP Equipment
Account Number	2303601-46342	Account Number	2303601-85050

2) Authorize a purchase order to Avolve in the amount of \$238,900,

3) Authorize the City Manager to approve and execute agreements and/or approve and issue purchase orders for the related purchase of related hardware, software and equipment in an amount not to exceed \$79,100, and

4) Fund the extended warranty, maintenance and support through year-5 of the life of the system, in an amount not to exceed \$130,000.

INTRODUCTION

As part of Community Development's strategic plan, staff has been tasked with research and development of new processes and implementation of innovative technologies to help streamline the City's current business processes. This new Electronic Plan Check Submittal and Review System will further streamline the City's development review and approval process by implementing a web-based application to provide an end-to-end electronic workflow for development and construction plan submittal and review for Community Development. To enhance the overall efficiency of the City's development process, the online plan submittal and review system will integrate with the City's current permitting system (Online Business Center).

The integration of this type of system is a significant step in the City's environmentally friendly "green" efforts, compliments ongoing efforts to construct a one-stop facility at City Hall and represents the next step in making City of Beverly Hills an even more business-friendly and Smart City.

The City anticipates realizing the following benefits through this project:

- Cost and process efficiencies
- Improved accuracy of information
- Heightened systems integration across all systems
- Robust and easy to use analytical tools
- Simplified data collection

DISCUSSION

Based on the research and development conducted by staff in furtherance of the City's goal to streamline business processes related to plan check submittals and review, staff developed an RFP detailing the City's functional and technical requirements for the System. On January 26, 2011, the City released the bid, and sealed bids were opened by the Office of the City Clerk on February 17, 2011.

The City formed an evaluation team which consisted of representatives from the Information Technology (IT), Community Development, Public Works, the Fire Department, and the City Manager's Office. The bid results are as follows:

<u>Bidder</u>	<u>One-Time Costs (One Process Flow) Bid</u>	<u>One-Time Costs (Two Process Flows)</u>	<u>Total Five-Year Cost of Ownership (with Two Process Flows)</u>
Avolve Software Corp.	\$276,208.98	\$447,388.24	\$533,788.24
SIRE Technology	-----	\$141,092	\$213,587
EnerGov Solutions	-----	\$209,563	\$313,038

During the evaluation period, the City invited all three firms to demonstrate their proposed solutions and provide evaluators with the ability to conduct hands-on testing of the proposed applications. The evaluation team analyzed each proposal, and evaluated them based on a number of quantitative and qualitative criteria including, but not limited to, the following:

- Vendor Experience and Resources
- Ease of Use of Application (User Friendly)
- Hardware/Software Design and System Architecture Approach
- Application Software and Integration
- System Testing and Acceptance
- Implementation and Project Management
- Training and Documentation
- Customer Support, Warranty and Maintenance
- Cost

After the on-site vendor demonstrations, the evaluation team composed an additional list of questions that were raised during the demonstrations and requested that each vendor submit responses prior to further evaluations of the proposals and the demonstrations.

Based on the follow up questions, the three vendors provided revised costs to include site application licenses for unlimited users, system application software with a minimum of three process flow configurations, and excluding any potential hardware costs as follows:

<u>Bidder</u>	<u>One-Time Costs (Minim Three Process Flow) Revised Bid</u>	<u>Total Five-Year Cost of Ownership</u>
Avolve Software Corp.	\$217,900	\$347,900
SIRE Technology	\$200,390	\$343,385
EnerGov Solutions	\$305,370	\$434,934

The final scoring resulted in Avolve Software Corp. being the highest ranked vendor. The primary reasons for Avolve Software Corp.'s high ranking included experience with many current and past clients in California and Los Angeles County, strong technical architecture, overall functionality of the proposed solution, and strong references throughout the country. Based on this result, the City entered into contract negotiations with Avolve Software Corp.

Avolve Software Corp. is the developer of "ProjectDox", an electronic permit plan check and review software that will help manage development and construction projects. ProjectDox serves as an electronic online repository of existing plans for use by every internal division participating in the City's development and approval process. More importantly, ProjectDox allows applicants and their consultants, as well as external agencies such as LA County Fire to process development and building plans electronically through a centralized system that can manage every agency's comments.

In contrast, the City's current development process requires the submittal of applications, plans and drawings to be reviewed in paper form. In the application process, customers are required to submit between fifteen and twenty-five sets of plans for each plan review, which are then distributed to various City divisions and agencies throughout the City and/or County. Sets of plans and drawings can vary from 20 to over 100 pages per set.

By implementing technology solutions such as ProjectDox, the City can provide for greater efficiency and cost savings for applicants by accepting plans electronically, streamlining processes, and creating a digital one-stop review for projects. As this system is accessible to applicants, consultants and other external public agencies, ProjectDox seamlessly integrates the development review process and will eliminate a significant amount of the current travel necessary for applicants when seeking plan approval from other public agencies.

In summary, the evaluation team supports awarding the contract to Avolve Software Corp. as the vendor has provided a fully-integrated solution that best meets the City's requirements which will facilitate the City's ability to provide superior customer service.

Staff conducted extensive research and has estimated that purchases for necessary related hardware, software and equipment associated with the System can be competitively purchased within a budget of \$79,100. The City Council's action will authorize the City Manager to execute agreements and/or issue or approve purchase orders in the amount up to \$79,100 for such purchases without coming back to the City Council for review.

FISCAL IMPACT

The total anticipated cost for the new Plan Check Submittal and Review System is \$448,000, including \$123,000 for the application software, \$56,000 for the implementation services, \$23,900 for application interfaces, up to \$15,000 for travel expenses, \$21,000 for contingency, up to \$79,100 for related hardware, software and equipment, and \$130,000 for support of the System for the first five years of its useful life.

Meeting Date: August 2, 2011

Community Development has collected a Technology Fee which has a current fund balance of \$1,501,260.90, and requests that funds be appropriated from the Community Development Technology Fund 23 fund balance to Community Development Technology Operation- CIP Equipment Account. All project related purchase orders will be issued from Community Development Technology Operation- CIP Equipment Account for a total project cost not to exceed \$448,000.


Noel Marquis
Finance Approval


David Schirmer
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AVOLVE
SOFTWARE CORPORATION FOR AN ELECTRONIC PLAN CHECK
SUBMITTAL AND REVIEW SYSTEM, AND RELATED SERVICES

NAME OF CONSULTANT: Avolve Software Corporation

RESPONSIBLE PRINCIPAL OF CONSULTANT: Ron Loback, President and CEO

CONSULTANT'S ADDRESS: 4835 E. Cactus Road, Suite 420
Scottsdale, AZ 85254
Attention: Paul Neel, Vice President of
Corporate Development

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: August 2, 2011

CONSIDERATION: Not to exceed \$238,900 as set forth in
Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND AVOLVE
SOFTWARE CORPORATION FOR AN ELECTRONIC PLAN CHECK
SUBMITTAL AND REVIEW SYSTEM, AND RELATED SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Avolve Software Corporation (hereinafter called "CONSULTANT").

RECITALS

A. CITY circulated a Request for Proposals dated January 26, 2011 (the "RFP") seeking a comprehensive Electronic Plan Check Submittal and Review System. CONSULTANT submitted a proposal dated February 15, 2011 (the "Proposal"), in response to the RFP, which a portion of said Proposal is attached hereto as Attachment 1 to Exhibit A.

B. CITY desires an Electronic Plan Check Submittal and Review System including all software, technology, and consultant services as more particularly described in the Scope of Work attached Exhibit A and the Proposal.

C. CONSULTANT represents that it is qualified and able to provide the system as described in Exhibit A.

D. CITY desires to retain CONSULTANT and CONSULTANT desires to provide the sand related services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Consultant's Scope of Works. Consultant is hereby engaged by the City to provide it with a comprehensive electronic plan check submittal and review system utilizing the Avolve Software/ProjectDox system (the System"). To this end, Consultant shall perform the services and provide the software described in Exhibit A, which includes but is not limited to all services related to the installation, integration and testing of the System such as installation, configuration and customization of the System; providing and ensuring integration with specified interfaces; and testing ("Scope of Work"). The Scope of Work shall be performed be in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence on August 2, 2011 and shall terminate upon the completion of Scope of Services.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement in conformance with the project timeline established by the City Manager or his designee, as mutually agreed to by the parties.

Section 4. Compensation.

(a) If services are requested by the City, City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B-1, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the CONSULTANT be paid more than the yearly maximum Consideration set forth above.

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B-1. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

Section 5. Method of Payment. CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B-1), on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principals shall be the City Project Management Team, which consists of the Chief Information Officer and the Director of Community Development who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Consultant. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 12. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-CONSULTANTS to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, or a form acceptable to the City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 13. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 14. Intellectual Property Warranty and Indemnification.

(a) Pursuant to a separate license agreement, Consultant hereby grants to City a non-exclusive license to use the Avolve/ProjectDox software utilized as part of the System provided under this Agreement and warrants that it has the full power and authority to grant the license to City and that the license to and use by the City of the software will in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other property right of any third party.

(b) Consultant agrees to indemnify, hold harmless and defend City, the City Council and each member thereof, every officer, employee and agent of City, from any liability or financial loss (including, without limitation, attorneys fees and costs) arising from or related to any claim that use of the software or other technology provided by Consultant infringes upon any copyright, trade secret, trademark, patent or other proprietary or intellectual property right of any third party. Consultant shall, at its sole expense, defend and settle all suits or proceedings arising out of the foregoing, provided that City gives Consultant prompt notice of such claim of which it learns. In all events, City shall have the right, but not the obligation, to participate at its own expense in the defense of any such suit or proceeding through counsel of its own choosing.

(c) Consultant's indemnification obligations hereunder shall not apply to the extent that any warranty claim or demand for indemnification arises as a result of or is caused by any unauthorized use, reproduction, or distribution of the System.

(d) This indemnity provision shall survive termination of this Agreement.

Section 15. Warranty. CONSULTANT hereby provides a warranty of the System to the City and Consultant warrants that the System shall perform according to the published specifications for the software, the functional requirements set forth in Exhibit A and the City's Requirements set forth in Exhibit A for twelve (12) months from the date of the City formally accepts the System Acceptance. This warranty also includes a warranty for implementation services (e.g., work products, developed modifications, System configuration, etc.) for the same period of time. The warranty shall also protect against any defects or damage caused by CONSULTANT, manufacturers, or subcontractors, in the System's software or services

provided. Under the warranty, CONSULTANT shall make all necessary repairs at no cost to the CITY.

Section 16. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 17. City's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 18. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 19. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties, and are subject to applicable fees as approved by the parties.

Section 20. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 21. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 22. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 23. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 25. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED this ____ day of August 2011, at Beverly Hills, California.

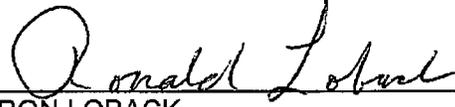
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE (SEAL)
City Clerk

CONSULTANT:

A handwritten signature in cursive script, appearing to read "Ronald Loback", written over a horizontal line.

RON LOBACK
President

A handwritten signature in cursive script, appearing to read "Gary Heath", written over a horizontal line.

GARY HEATH
Chairman of the Board

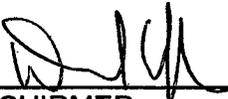
APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A SCOPE OF WORK

CONSULTANT'S SERVICES:

Consultant shall provide City with a comprehensive electronic plan check submittal and review system utilizing the Avolve Software/ProjectDox system (the System"). Consultant's services shall include providing the System software as well as providing all services related to the installation, integration and testing of the System which includes but is not limited to the following: installation, configuration and customization of the System; providing and ensuring integration with specified interfaces; testing, knowledge transfer, project management, and related services, as set forth and as detailed in this Scope of Work and Consultant's proposal dated February 15, 2011, attached hereto and incorporated herein as Attachment 1 and made a part of this Exhibit A ("Proposal").

Consultant agrees that the System as provided and installed by Consultant shall comply with the City's requirements as set forth below.

Consultant's services shall be provided in phases described as follows:

This project consists of the following phases:

- Phase I – Planning
- Phase II – Construction
- Phase III – Testing
- Phase IV – Transition
- Phase V - Closing

Each Phase contains associated tasks that detail the objectives of phase, Consultant's responsibilities, City's responsibilities, and deliverables.

CITY'S REQUIREMENTS:

Consultant agrees that the System Consultant will provide under this Agreement will meet the following City System requirements (collectively "City Requirements":

1. General System Requirements

(a) The City requires a comprehensive plan review solution.

1. Consultant shall provide and license to the City the Avolve Software/ProjectDox software pursuant to a license agreement attached as Attachment 2 and shall further provide the services related to the provision, installation, customization, implementation,

testing, knowledge transfer, and transition of the Avolve Software/ProjectDox to a live environment.

2. City shall provide all hardware and operating systems and underlying system software, based on the minimum hardware requirements provided by Consultant.
- (b) All users must be able to connect to ProjectDox site using SSL encryption technology.
- (c) The System shall integrate with City's existing systems as follows:
1. City's Geographic Information Systems (GIS) applications
 2. City's Records Management and Document Imaging System
 3. City's Planning and Building Department Permitting System ("Permitting System")
- (d) The System shall have database administration capabilities that will allow the System administrator to manage user access, and provide for the development of user accounts and password protection. Multiple levels of user security shall be available.
- (e) The System shall have LDAP services to be used for internal (City employees logged in to City domain) authentication into ProjectDox. All others outside the City's domain (or off-site on non-domain computers) will utilize the ProjectDox user database and authentication.
- (f) The System shall provide City defined user-friendly reports.
- (g) Consultant shall provide the database structure, field definitions, and data dictionary to allow the City's Administrator(s) to create customized reports utilizing third-party software.
- (h) The System must include at least three (3) business processes, which have been identified as multi-departmental access and participation to:
1. Building-related Business Process (including plan check, submittal, review activities and approval);
 2. Planning-related Business Process (including to plan check, submittal, review activities and approval); and
 3. A third business process, which will be identified and for which requirements will be established during Phase I – Planning, as detailed below.

2. Functional Requirements

- (a) The System shall include unlimited user licenses for submission and review of plans.
- (b) The System shall be capable of sending upload instructions to design professionals, builders and other members of the public, via email.
- (c) The System shall allow design professionals, builders and other members of the public, to upload electronic various file types supported by ProjectDox application.

- (d) The System shall route plans to plan check review teams from various City departments/divisions via definable workflows.
- (e) The System shall notify the plan check supervisors/coordinators by email of a project, and allow them to invite the plan review team to begin the plan check process.
- (f) The System shall send email notifications on file uploads and changes.
- (g) The System shall coordinate the resubmission and versioning process with minimum manual intervention.
- (h) The System shall provide escalation notification.
- (i) The System must have the following features for document review and collaboration:
 1. Concurrent City departmental review.
 2. Drawing review and markup.
 3. Side-by-side and overlay compare of changes.
 4. Guidelines to review each change in a set of documents to ensure that no comments are missed.
 5. Custom personal markup stamps.
 6. All markups consolidated in final approved set.
- (j) The System shall provide a list of tasks to be performed with information that includes, but is not limited to, project number, description, and due dates for the plan check supervisors/coordinators, and plan check reviewers.
- (k) The System shall be configurable to notify plan check supervisors/coordinators and plan check reviewers when a project is overdue or nearly overdue.
- (l) At the City's option, actions performed in the System such as plan submission, plan reviewer assignment, plan comment and correction, plan review completion, and approval shall be updated in the City's permitting system at the appropriate times in the review process.
- (m) The System must provide electronic stamping of plans at batch stamping to be determined in the planning sessions set forth in Phase I as described herein.
- (n) All approved plans shall be in TIFF, PDF, DWF (Design Web Format) or other file format for download (format to be determined during the planning session set forth in Phase I as described herein) and to be available for the internal user and external user.
- (o) The final set of approved plans and documents shall be in TIFF, PDF, DWF (Design Web Format) or other file format (format to be determined during the planning session set forth in

Phase I as described herein) and to be imported into City's Records Management and Document Imaging System.

- (p) The System shall send email notifications when a plan review is completed or approved.
- (q) The System shall provide essential statistical reports which include, but are not limited to, the following:
 - 1. Current Project - All Emails Sent Detailed Report
 - 2. Current Project - All Emails Sent Summary Report
 - 3. Current Project - All Files Report
 - 4. Current Project - All Project Users
 - 5. Current Project - All Uploaded Files with Sheet Sizes
 - 6. Current Project - Checklist Report
 - 7. Current Project - Checklist Report (Not Met Items Only)
 - 8. Current Project - Department Review Status
 - 9. Current Project - Entered (last 30 days)
 - 10. Current Project - Entered (last 7 days)
 - 11. Current Project - Files Viewed (last 30 days)
 - 12. Current Project - Folders Entered (last 30 days)
 - 13. Current Project - Folders Entered (last 7 days)
 - 14. Current Project - Project Markups Listing
 - 15. Current Project - Task Time Report
 - 16. Current Project - Workflow Routing Slip
 - 17. Sitewide - Active / Revoked Users
 - 18. Sitewide - All Logged In Users
 - 19. Sitewide - All Projects Info Report
 - 20. Sitewide - All Projects Unpublished Files
 - 21. Sitewide - All Projects Unpublished Files
 - 22. Sitewide - Configuration Changes (last 30 days)
 - 23. Sitewide - Emails Sent Detail (last 30 days)
 - 24. Sitewide - Emails Sent Detail (last 7 days)
 - 25. Sitewide - Login Failures (last 30 days)
 - 26. Sitewide - Login Failures (last 7 days)
 - 27. Sitewide - Login Success (last 30 days)
 - 28. Sitewide - Login Success (last 7 days)
 - 29. Sitewide - Project Creator Log
 - 30. Sitewide - Project Creator Log Errors
 - 31. Sitewide - Site Activity Report (last 3 days)
- (r) All transactions shall be tagged with real time date, time, and user identification including, but not limited to, email notifications, file uploads, record and file changes, and security updates.
- (s) The System shall provide reports/tools to facilitate tracking for monitoring and audit purposes.
- (t) The System shall provide login to allow design professionals, builders and other members of the public to upload plans for review.

- (u) Invitations and rights to view only, edit, upload, download, etc. shall be given at the Plan Review Coordinator's discretion to design professionals and homeowner builders.
- (v) The System shall have the ability to perform the following types of searches:
 1. Permit/Project Number
 2. Applicant Name (first and/or last)
 3. Date entered
 4. Street, Street Address, and sub-components of the address
- (w) The System must be flexible to allow for changes in business workflow and new requirements.
- (x) Consultant shall provide a solution for integration with City systems via web services, direct connection or application programming interface (API), and other programming services as required to ensure successful interfaces with:
 1. City's Geographic Information Systems Applications. The integration with GIS will consist of the ability to provide a link in ProjectDox forms that will automatically pass the appropriate information (such as parcel id or other data field available in GIS applications) to bring the user into the City's GIS website for browsing information on that piece of property. The necessary data and methods needed to link to GIS will be decided during the planning sessions set forth in Phase I as described herein sometimes known as the "Discover" sessions.
 2. City's Records Management and Document Imaging System (RMDIS). ProjectDox shall push the finalized approved drawings and supporting document files, including appropriate metadata tags to RMDIS. More information on needed metadata will be decided during the Discovery sessions.
 3. Existing or Future Permitting System. The integration with the existing Permitting System shall allow ProjectDox and the Permitting System to communicate with each other. The Permitting System shall have the ability to pass information about new permits and projects that have been created, including; permit number, description, address and other pertinent data to be gathered during the planning sessions set forth in Phase I as described herein. ProjectDox shall have the ability to communicate review data back to the Permitting System including review status, reviewer name, review group, date and time and review comments. The method of communication could be either via web services, direct connection (using intermediate table) or API.

The interfaces for the above City systems shall be detailed in the Build Plan. The following provides the detail of a direct connection interface with the Permitting System which shall be included in the Build Plan

Consultant, at its sole expense, shall coordinate with Edgesoft to modify Permitting System to:

- I. **Project Creation:** Permitting System shall write a record to the "ProjectCreatorService" holding table with the relevant information; the service shall watch for new records and once a new record is found it will process the record by sending it to the ProjectDox Project web service. After the record is processed, it is deleted from the table and a record is written to the "PROJECTDOXLOG" table. ProjectDox Service will query a Permitting System database View based on a scheduled interval.
 - II. The Permitting System database View shall contain certain required information such as: permit number, permit description, applicant first name, applicant last name, applicant email address, applicant details, fee details, and construction details. ProjectDox will map database and table view data to specific fields for viewing and ProjectDox database.
 - III. **Reviewer Statuses:** ProjectDox shall interface with the Permitting System to transfer review information captured within specific fields on the eForm during the "Department Review" activity. The required information shall include but is not limited to: Reviewer Name, Reviewer Status, and Reviewer Comments.
 - IV. The integration data will be stored in the holding table located in the ProjectDox database. The Permitting System will monitor the holding table and update pending reviews accordingly.
4. The key integration and test of these interfaces shall be performed on site at City's premises.

3. Project Management Requirements

- (a) Consultant shall provide a Project Manager who is responsible for applying project management methodologies in the areas of project planning, resource management, project monitoring, production control, configuration management, quality assurance, test planning and execution, training plan, implementation methodology, management changes and business process re-engineering, post-implementation support and documentation.
- (b) Consultant's Project Manager shall present a comprehensive project plan showing time and resources required to accomplish tasks. The plan shall include these major phases: Planning, Construction, Testing, Transition, and Closing. Consultant shall employ professional project management software such as Microsoft Project or equivalent software as determined by City.
- (c) Consultant's Project Manager, along with the City's Project Manager, will be responsible for coordinating the following activities:

1. Project plan development and project implementation, status reporting and coordination of any sub-contractor work;
 2. Requested System changes and modifications to the project plan; and
 3. All technical, educational, documentation and support services.
- (d) During the course of the project, until final System acceptance, Consultant's Project Manager shall:
1. Attend monthly status meetings;
 2. Submit detailed monthly status reports, covering items such as:
 - i. Progress of work being performed
 - ii. Milestones attained
 - iii. Resources expended
 - iv. Problems encountered
 - v. Corrective action taken; and
 3. Participate in other meetings as mutually agreed upon by Consultant's Project Manager and City's Project Manager to facilitate a successful project.
- (e) Consultant's Project Manager is responsible for overseeing the change order control process, which is encompassed in Consultant's project documentation procedures. This includes the procedures set forth below for drafting, updating, and finalization of the following documents: Discovery Document, Project Plan, Build Plan, and all other documentation requiring sign-off on an Approval to Proceed Form.

DETAILS OF SCOPE OF WORK:

Consultant shall provide services required for the proper installation and testing of the System in the following phases.

PHASE I: PLANNING

The purpose of this Phase is for Consultant in conjunction with City to create and approve the "Project Plan," which will detail the activities, timelines and deliverables for the System ("Project Plan").. During this phase, Consultant and City Project Managers organize the project, establish project teams, conduct system analysis, confirm requirements, develop the Project Plan and obtain the City's approval of the Project Plan.

PHASE I - TASK 1: Conduct Project Overview Meetings – On-Site at City Premises

- (a) During this task, Consultant and City will establish project methods and governance. Key events include:
1. Presentation of the overall implementation strategy to build team

2. Review of project scope of work set forth in the Agreement with City Project Management Team, which consists of the Chief Information Officer and the Director of Community Development ("City Project Management Team").
 3. Executive overview with City's Project Management Team.
- (b) Consultant's responsibilities: Consultant's Project Manager is responsible for preparing and disseminating all materials for the overview meetings. In addition, Consultant's Executive Manager will meet with the City's Project Management Team to establish a relationship at the upper management level.
- (c) City's responsibilities: City is responsible for the identification and preparation of a meeting room where the overview meeting will be held, providing adequate staff, and arranging meeting between Consultant's Executive Manager and City's staff. In addition, City will assemble various build teams.
- (d) Deliverables:
1. Updated Issues Tracking Log
 2. Updated Draft Project Plan

PHASE I - TASK 2: On-Site Discovery/Planning Meeting

The purpose of this task is for Consultant to further discover and review the City's business practices, environment, permitting systems, and workflows to transition them into the new software. This task shall be known as the "Discovery Sessions" and will result in the creation of a "Build Plan" which is the blueprint for configuration and provides the detail for the building of the System.

Consultant shall conduct three (3) on-site Business Process / Workflow Analysis workshops to determine the workflow and business processes as they will be defined and set-up within the ProjectDox application. Three (3) Business Process / Workflow Analysis workshops shall include the following:

1. Building-related Business Process (including plan check, submittal, review activities and approval)
 2. Planning-related Business Process (including plan check, submittal, review activities and approval)
 3. The 3rd Business Process / Workflow Analysis workshops shall be determined during Discovery Sessions
- (a) Consultant's responsibilities: Based on events and activities completed during the workshops, Consultant's Project Manager shall update and finalize the Build Plan to include the business processes and workflows identified by City and Consultant during the workshops for the following:

1. Building-related business process
2. Planning-related business process
3. The requirements for the third Business Process will be established during the meetings at the Discovery Sessions.

(b) City's responsibilities:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Identify and ensure availability of appropriate City personnel to attend and participate in the Business Process / Workflow Analysis workshops.
3. Meeting coordination with supervisors and subject matter experts to support all contracted modules and functions, including but not limited to:
 - (i) City's Customer Services Supervisor
 - (ii) Plan Review & Building Inspection Manager
 - (iii) Supervising Plan Reviewer Engineer
 - (iv) Senior Plan Review Architect
 - (v) Fire Inspector
 - (vi) Civil Engineer
 - (vii) Traffic Engineer

4. Attend and participate in review of the Business Process Review

(c) Deliverables:

1. Create discovery document
2. Document the City's existing work processes, workflows and outputs
3. Update the Project Plan
4. Workshop Agendas and Documentation
5. Workshop reference materials
6. Workflow and process information gathered from the City during discovery meetings
7. Final Build Plan (including Visio process flow diagrams)
8. Sign-off by City's Project Management Team on Build Plan prior to ProjectDox Build / Configuration

PHASE I - TASK 3: Perform Analysis for Interfaces

- (a) The purpose of this task is for Consultant to review the various work process and noteworthy findings identified during the Discovery Sessions and document their fit into the Consultant's software product. Consultant is required to provide a solution (i.e. interfaces) that fully integrates the System with the following: :

1. City's Document Management System "EMC Documentum", one way interface
2. City's Geographic Information Systems applications (GIS / ESRI), one way interface
3. City's Permitting Application, two way interface

- (b) Consultant's responsibilities: Consultant's Project Manager will meet with City staff and review requirements for the various items listed above. Once complete, Consultant's Project Manager will document the requirements and distribute the information to the appropriate members of the implementation team.

(c) City's responsibilities:

1. Coordinate meetings with the City work groups associated with the above items

(d) Deliverables:

1. Completed Requirements Documents
2. Interface Control Documents for:
 - (i) Document Management

- (ii) Geographic Information Systems applications
- (iii) Existing City's Permitting System

(e) Future City's Permitting System

Within two years of execution of the project closure as described in this Scope of Work, if the City implements a new permitting system and the permitting system provides web services, direct connection (using intermediate table) or documented APIs, Avolve will include a new permitting system product interface software integration to the City at no additional cost to the City. This includes all software, development of software if required, installation, testing, training and all other related services all subject to the terms of this Agreement. This provision shall survive termination of this Agreement.

PHASE I - TASK 4: Review and Finalize Project Plan

(a) The objective of this task is for Consultant to finalize the Project Plan based upon the activities and work processes discovered during the planning phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

(b) Consultant's responsibilities:

1. Prepare the final Project Plan and deliver it to City
2. Review the Project Plan with City's personnel and make mutually agreed modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project

(c) City's responsibilities:

1. Review the final Project Plan and document any specific deficiencies found with the plan within ten (10) business days of receipt. City shall then provide the document to Consultant who shall within ten (10) business days review and revise the Project Plan. Consultant shall then provide to City the revised Project Plan and City shall be provided an additional five business days to review the modifications and provide comments to Consultant on any modifications not made. At this point, if there are any outstanding deficiencies, this process shall continue until the parties mutually resolve the deficiencies in the Project Plan.
2. Sign off on final iteration of the Project Plan by City's Project Management Team

(d) Deliverables:

1. Final Project Plan

PHASE I - TASK 5: Approval to Proceed

- (a) Consultant shall provide City with a written Approval to Proceed request detailing that all goals of this PHASE have been met, with any necessary deliverables attached. Signing Approval to Proceed documents allow the project team to begin work on the next phase of the implementation. Project team signatures required by the following authorized project stakeholders:
1. City's Project Management Team
 2. Consultant's Executive Manager
 3. Consultant's Project Manager
- (b) Consultant's responsibilities: Consultant's Executive Manager and Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document shall be discussed with the City to ensure that any questions have been addressed and exceptions are incorporated into the document. Consultant shall resolve any exceptions or a path for resolution shall be incorporated into the document with timelines for implementation prior to execution of the Approval to Proceed by the City.
- (c) City's responsibilities: City's Project Management Team is responsible for signing the Approval to Proceed document. As this event approaches it is critical the City review the current project phase to ensure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.
- (d) Deliverables:

Approval to Proceed (Requires Project Manager and Executive Manager signatures from Consultant and City Project Management Team – Distribute to all parties)

PHASE II: CONSTRUCTION

The construction phase consists of Consultant's project teams building and installing the System, configuration of the application, and all work related to preparation for migration of City's current plan check submittal and review work processes to the ProjectDox application.

PHASE II – TASK 1: Technical System Setup – On-Site Services

- (a) Consultant will install the Avolve/ProjectDox software on City supplied servers and configure system to meet ProjectDox specifications.
- (b) Consultant's responsibilities: Consultant shall configure the System as required the Final Build Plan and provide knowledge transfer in the form of training to the City's System Administrator(s). Consultant's activities include, but are not limited to the following.
1. Verify with City personnel the computer processor(s), operating system software, third-party software, associated workstation requirements, printers, network communications, and other related components supplied by City.

2. Installation and configuration of the Avolve/ProjectDox software on the designated ProjectDox server(s). Initial installation and configuration to be completed on-site with assistance of City personnel.
3. Train City personnel on configuration procedures.
4. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the ProjectDox application.
5. Train City IT staff to administer servers, manage disaster recovery and review any other items of concern related to hardware and software configuration as specific to the ProjectDox installation.
6. Address any questions that arise during the installation of the baseline software
7. Provide City with a Site Plan that includes the following:
 - (i) Functional system diagram, showing a high level view of the Consultant Standard Software subsystems and their associated hardware

(c) City's responsibilities:

1. City shall identify one or more of the City's staff to take part in the knowledge transfer activities detailed above.
2. City will provide limited VPN and remote access to all ProjectDox servers to facilitate off-site configuration and updates by Consultant.

(d) Deliverables:

1. System schematics, System set-up documentation
2. As-built diagrams and documentation
3. Notice to City that test and production environments are ready to use
4. System Administration / Training documentation and all documentation required for successful knowledge transfer to employee designated by City

PHASE II - TASK 2: ProjectDox Build / Configuration

- (a) Consultant's responsibilities: Consultant's build team shall configure and customize the ProjectDox application using the Final Build Plan (PHASE 1-Task 2, Deliverable) and Interface Control Documents (PHASE 1-Task 3, Deliverables) approved by City. The build and configuration of ProjectDox and interfaces shall perform to the specifications in the Build Plan and Interface Control Document and shall meet all requirements listed in the Final Build Plan and Interface Control Documents in addition to the City's Requirements as listed herein in this Scope of Service.

(b) City's responsibilities: none

(c) Deliverables:

1. Configuration and implementation of ProjectDox application
2. Configuration and Implementation of Interfaces:
 - a. Two way interface for Permitting System
 - b. One way interface for Document Management
 - c. One way interface for GIS
3. ProjectDox application 'as-built' documentation

PHASE III: TESTING

During this phase Consultant and City Project Managers establish test project teams, conduct tests, record defects/issue and track fixes. Testing shall include testing of the Avolve/ProjectDox software application(s), and the interfaces identified by City and detailed in the Project Plan and Build Plan, including City's permit application, City's records and document management system (EMC Documentum), and City's Geographic Information Systems applications (GIS / ESRI).

PHASE III – TASK 1: Test Methodology

(a) Testing shall include the following series of tests which are intended to occur sequentially, unless otherwise agreed to by both parties.

1. Functional Testing: The purpose of functional testing is to ensure that the application functions according to the published specifications as well as the Build Plan and the City's Specifications . Prior to beginning functional testing, Consultant shall provide City with a Functional Test Plan which shall be reviewed by City, edited (i.e. testing scenarios revised), if necessary, and returned to Consultant for finalizing. Upon mutual agreement of the final Functional Test Plan, Consultant and City shall execute the Functional Test Plan. If the Functional Test Plan is not completed successfully, it shall be repeated until all scenarios perform successfully.
2. Interface Testing: The purpose of interface testing is to ensure that the interfaces between the application and the third party applications identified above function according to the final Project Plan and Build Plan. Prior to beginning functional testing, Consultant shall provide City with an Interface Test Plan which shall be reviewed by City, edited (i.e. testing scenarios revised), if necessary, and returned to Consultant for finalizing. Upon mutual agreement of the final Interface Test Plan, Consultant and City shall execute the Interface Test Plan. If the Interface Test Plan is not completed successfully, it shall be repeated until all scenarios perform successfully.

3. **Reliability Testing:** The purpose of the reliability testing is to ensure that the System is stable, that System functionality remains available to users in various circumstances, and to ensure disaster recovery protocols and functionality for the System. Prior to beginning functional testing, Consultant shall provide City with a Reliability Test Plan which shall be reviewed by City, edited (i.e. testing scenarios revised), if necessary, and returned to Consultant for finalizing. Upon mutual agreement of the final Reliability Test Plan, Consultant and City shall execute the Reliability Test Plan. If the Reliability Test Plan is not completed successfully, it shall be repeated until all scenarios perform successfully.
 4. **Acceptance Testing:** Upon placing the System into production and live use (soft launch) with specified users, the System shall undergo a thirty (30) day Acceptance Test Period. The purpose of this test is to demonstrate that the System, as delivered, including all customizations and third party software interfaces, performs consistently and satisfactorily under live operational conditions. If, during the first fifteen (15) days of the Acceptance Test Period, the System experiences a major failure, defined as a failure that prevents users from accessing and using the System according to the purpose for which it was designed and commissioned, then the thirty (30) day period will start over and continue for another full thirty (30) days once the System has recovered from the major failure. If the System fails on or after day sixteen (16), City may elect for the test to start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for another 30-day period.
- (b) Consultant's responsibilities: Consultant, in coordination with the City, shall draft the test plans as detailed above and ensure that the System completes all test criteria successfully.
- (c) City's responsibilities: City shall review and sign-off on Consultant's test plans and assist with testing as mutually agreed upon.
- (d) Deliverables;
1. Functionality Test Plan
 2. Interface Test Plan
 3. Reliability Test Plan
 4. Acceptance Test Plan
 5. Documentation noting successful completion of all test plans and criteria

PHASE IV: TRANSITION

Consultant and City project teams shall review the System, verify and validate readiness for go-live, provide knowledge transfer for users, ensure successful cut-over from legacy systems, and complete post go-live requirements as directed by City.

PHASE IV – TASK 1: Conduct User Training

- (a) Consultant's responsibilities: Consultant's Application Specialist will provide on-site training services to assigned City staff as detailed below and in Section 4-10 of Consultant's Proposal .
1. Train-the-Trainer: This training consists of Consultant's Application Specialist providing on-site, very detailed training to City representatives as selected by City's Project Manager. The Train-the-Trainer course is designed to train selected City staff on use of the System, and certify that they have the knowledge base to successfully train their peers. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions. Additionally, students are provided training techniques and detailed lesson plans and materials related to all areas of System functionality.
 - i. Duration 2 days; 16 hours for up to 5 City employees
 2. User Training: Consultant is to provide the City a defined User Training course. This training consists of a Consultant Application Specialist providing an on-site training course specific to a user's job assignment, Internal and external "public" users. Each course consists of agency defined software classes needed to be proficient in their areas of responsibility utilizing the Consultant software.
 - i. Duration 4 days; (2) 16 hours for up to 10 City employees
 3. Administrator and Process Flow Designer Training (Workflow Design Training): System Administrator training. In addition, Consultant is to provide the City with a one-time basic training on workflow designer tool for administrators, workflow designer. City administrators must have documented skills in Microsoft Workflow Foundation, HTML, C++, Visual Basic and SQL to attend the training.
 - i. Duration 2 days; 16 hours for up to 2 City employees
- (b) City's responsibilities: City shall assign and schedule appropriate staff to attend training sessions, provide and schedule necessary facilities for training sessions, and confirm staff participation in training, as scheduled.
- (c) Deliverables:
1. Training materials provided in electronic format for unlimited duplication by the city and a minimum of three hardcopies of all training material to be provided
 2. Lesson Plans

3. User Guides
4. Written Proficiency Examinations
5. Training will be delivered based upon dates established and agreed upon in the Project Plan

PHASE IV – TASK 2: Agreement to Go-Live

(a) Prior to transitioning the ProjectDox application to the live environment, Consultant and City build team members agree to a final “Go/No Go” decision.

1. A “Go” decision initiates the next steps of the transition phase and authorizes Consultant to provide the resources required to successful transition the ProjectDox application to the live environment.
2. A “No Go” decision requires a review of the factors leading to the decision and Consultant must identify corrective steps and plan adjustments to reach an acceptable solution, which solution shall be agreeable by the City. The Project Plan must be adjusted to reflect this decision and the impact of the decision on the transition to a live environment.

3. Project team signatures required for “Go/No Go” decision are:

- (i) City's Project Management Team
- (ii) Consultant Executive Manager
- (iii) Consultant Project Manager

(b) Consultant's responsibilities: Consultant's Executive Manager and Project Manager are responsible for signing the “Go/No Go” Approval to Proceed document. Prior to requesting signatures, a project overview shall be presented to City to ensure that all questions have been addressed and exceptions have been met. Consultant shall resolve any exceptions or a path for resolution shall be incorporated into the document with timelines for implementation. All exceptions must be resolved prior to execution of the Go/No Go Approval to Proceed document by the City.

(c) City's responsibilities: City's Executive Manager is responsible for signing the “Go/No Go” Approval to Proceed document. City will review the current project phase to ensure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

(d) Deliverables:

1. Issues Tracking Log
2. Approval to Proceed (with attachments):
 - Business Process Review

- Discovery/Project Management Plan
 - Final Build Plan
 - Final Project Plan
3. Copies of Approval to Proceed documents distributed to all parties

PHASE IV – TASK 3: Conduct Go-Live

(a) Go Live: With assistance from Consultant, City completes “Go-Live” for the complete System.

(b) Consultant’s responsibilities:

1. Assist City in preparing production servers for go-live
2. Provide final updates, if any, to the following:
 - (i) Avolve/ProjectDox software
 - (ii) Custom Software (i.e. custom interfaces)
 - (iii) Interfaces (including Permitting, Document Management and GIS)
3. Consultant’s on-site staff cleared to depart City site

(c) City’s responsibilities:

1. City goes live with complete System
2. City provides resources to interface with Consultant during Go-Live process to ensure a smooth transition.

(d) Deliverables:

1. Pre/Post-Trip Reports
2. Updated Issues Tracking Log
3. Signed Go-Live Approval to Proceed document

PHASE IV – TASK 4: Conduct Turnover Meeting – On-Site at City Premises

(a) City is introduced to Consultant/ProjectDox Customer Support team. The manager(s) for Customer Support team(s) introduce their department structure and review the services each team provides.

(b) Consultant’s responsibilities:

1. Project Manager schedules the customer support turnover meeting with City.

2. Project Manager coordinates conference call between City and Consultant support managers.
3. Managers of Consultant Customer Support create and distribute agenda.

(c) City's responsibilities:

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting

(d) Deliverables:

1. Issues Tracking Log
2. Meeting Agenda
3. Post Meeting Notes and Handouts, if any

PHASE IV - TASK 5: Approval to Proceed

(a) Consultant shall provide City with a written Approval to Proceed request detailing that all goals of this Phase have been met, with any necessary deliverables attached. Signing Approval to Proceed documents allow the project team to begin work on the next phase of the implementation. Project team signatures required by the following authorized project stakeholders::

1. City's Executive Manager
2. Consultant's Executive Manager
3. Consultant's Project Manager

(b) Consultant's responsibilities: Consultant's Executive Manager and Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document shall be discussed with the City to ensure that any questions have been addressed and exceptions are incorporated into the document.

(c) City's responsibilities: City's Executive Manager is responsible for signing the Approval to Proceed document. As this event approaches it is critical the City review the current project phase to ensure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

(d) Deliverables:

1. Approval to Proceed (Requires Project Manager and Executive Manager signatures from Consultant and City – Distribute to all parties)

PHASE V: CLOSING

The purpose of this Phase is to review the project, approve closure, disengage project management and formally transfer account management team to City. Consultant's Project Manager reviews the project with City's executive management, closes out all remaining documentation tasks and disengages from the project. All items on the issues tracking log shall be resolved prior to disengagement from Consultant's Project Manager. Consultant's Account Management Team assumes all responsibilities for ongoing support of the system and City.

PHASE V – TASK 1: Transition to Account Management

- (a) Consultant's Project Manager will schedule a formal turnover of the City to the Consultant's Account Management team, identify and introduce resources.
- (b) Consultant's responsibilities: Consultant's Project Manager will coordinate a meeting, either via teleconference or on-site, to review the project status and transition ongoing communications with the City to the assigned Account Team.
- (c) City's responsibilities: Assign appropriate City staff to attend the turnover meeting.
- (d) Deliverables:
 - 1. Meeting Agenda
 - 2. Project closure sign-off document
 - 3. Customer Service Contact information/report

PHASE VI. MAINTENANCE SERVICES:

Consultant shall provide Maintenance Services for the System for one year from November 2, 2011. Maintenance services shall be provided pursuant to Consultant's maintenance agreement. Consultant agrees that maintenance for years 2 through 5 shall be provided at a predetermined price as set forth in Exhibit B. This provision shall survive termination of this Agreement.

ATTACHMENT 1 TO EXHIBIT A

CONSULTANT'S PROPOSAL

**EXHIBIT B-1
COMPENSATION AND PAYMENT**

City shall pay Consultant for the services provided under this Agreement for the System an amount not to exceed the amount of Two Hundred Thirty-Eight Thousand and Nine Hundred Dollars (\$238,900.00). The compensation detail for the services is as follows and as described in Exhibit B-2: \$123,000 for the Application Software, \$56,000 for the Implementation Services, \$23,900 for Application Interfaces, up to \$15,000 for Travel Expenses, and \$21,000 for contingency services. Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials and supplies necessary to provide the services (including labor, materials, delivery, tax, assembly and installation, as applicable) under this Agreement. No additional compensation shall be provided to Consultant for the System unless City requests additional services not contemplated herein. Any additional services shall require a separate written agreement between City and Consultant.

INVOICES:

Consultant shall submit a monthly itemized invoice to City for its services performed for the prior month, which shall include documentation setting forth, in detail, a description of the services rendered and the hours of service. City shall pay Consultant all undisputed amounts of such billing within thirty (30) days of receipt of the same.

TRAVEL EXPENSES:

Consultant shall submit a separate monthly itemized invoice to City for the prior month, which shall include documentation setting forth, in detail, a description of the travel expenses. Consultant shall attach copies of all relevant receipts associated with the expenses being invoiced.

CONTINGENCY:

Should there be any contingency costs and those contingency costs are approved in advance by the City, Consultant shall submit a separate monthly itemized invoice to City for the prior month, which shall include documentation setting forth, in detail, a description of the contingency costs, including a description of the services rendered and hours of service. Consultant shall invoice City for Contingency upon delivery of the relevant goods and/or services to City, and City's acceptance, which shall not be unreasonably withheld. The Contingency shall be used only upon the prior written request or approval of City.

SCHEDULE OF PAYMENT:

Payments to Consultant by City shall be made in accordance to the Schedule of Payment below. Completion of each of the project milestones identified in the Schedule of Payment is based upon successful delivery of all deliverables identified in Exhibit A-1, and sign-off by City, which shall not be unreasonably withheld.

Payment Millstone	Description	% Payment	Payment Amount
1	Contract Execution	25%	\$50,725
2	Completion of Phase I – Planning	15%	\$30,435
3	Completion of Phase II– Construction	10%	\$20,290
4	Completion of Phase III – Testing	10%	\$20,290
5	Completion of Phase IV – Task 1 (Conduct User Training)	10%	\$20,290
6	Completion of Phase IV – Task 3 (Conduct Go-Live)	15%	\$30,435
7	Acceptance by City	15%	\$30,435
SUBTOTAL:		100%	\$202,900
8	Travel Expenses (actual expenses only)	-	\$15,000
9	Contingency	-	\$21,000
SUBTOTAL:		-	\$238,900

Maintenance services provided by Consultant shall be at no cost for “Year 1” defined as one year from November 2, 1011. Consultant shall provide Maintenance services to City for the System at the fixed price set forth below during years 2 through 5.

Recurring/Annual Maintenance Costs Summary Table:

Item	Recurring Cost
Total Annual Recurring Costs for the Year One	\$0
Total Annual Recurring Costs for the Year Two	\$32,500
Total Annual Recurring Costs for the Year Three	\$32,500
Total Annual Recurring Costs for the Year Four	\$32,500
Total Annual Recurring Costs for the Year Five	\$32,500
Total Projected Five Year Maintenance Cost	\$130,000

Exhibit B2

**CONSULTANT'S QUOTE
ProjectDox Pricing (includes Test Server Software)**

Total One Time Cost Table:

Summary of all one-time costs for the proposed System.

Item	One Time Cost
Application Software (Including Discount)	\$123,000
Interface (including Discount)	\$ 23,900
Implementation (including Discount and training days)	\$ 56,000
Travel Costs	\$ 15,000
Total Not To Exceed One Time Cost	\$217,900

Recurring/Annual Maintenance Costs Summary Table:

Item	Recurring Cost
Total Annual Recurring Costs for the Year One	\$0
Total Annual Recurring Costs for the Year Two	\$32,500
Total Annual Recurring Costs for the Year Three	\$32,500
Total Annual Recurring Costs for the Year Four	\$32,500
Total Annual Recurring Costs for the Year Five	\$32,500
Total Projected Five Year Maintenance Cost	\$130,000

Total Application Software Cost Table:

Summary of all one-time costs for the proposed System.

Item	One Time Cost
ProjectDox Enterprise Software which also includes unlimited and unrestricted users of Informative Graphics Brava! Viewer software both internal and external	\$88,000
Test Server Software	\$15,000
Avolve Workflow Process #1 (software only) *	\$10,000
Avolve Workflow Process #2 (software only) *	\$10,000
Avolve Workflow Process #3 (software only) *	Included (including services) no charge based on negotiations
Total for Software	\$123,000

* The City of Beverly Hills gets to choose three of the following Avolve Standard

Workflow processes which will be customized to City's workflow processes as described in Exhibit A-1..

- Building Permits Workflow Process
- Engineering Workflow Process
- Planning and Zoning Workflow Process
- Public Works Workflow Process

Implementation Cost Table:

Activity Project to begin on or about July 7, 2011	Phase	Cost	Discounted Cost
<u>Discovery</u> <ul style="list-style-type: none"> • Kick-off meeting, Goals Setting • Business Process Discovery • Permit System Integration Requirements • Reports Definition 	Assessment	9,000	\$5,100
<u>Discovery Deliverables</u> <ul style="list-style-type: none"> • Detailed Statement of Work • Configuration Specifications • Workflow Specifications • Project Schedule • Acceptance of SOW (signature required) 	Assessment	7,200	\$3,680
<u>Software Installation</u> <ul style="list-style-type: none"> • Review Network and Hardware Configuration • Pre-Installation review • ProjectDox Installation • Security Policies 	Assessment	Included	\$0
<u>System Integrations</u> <ul style="list-style-type: none"> • Permitting System Integration Design and Testing • GIS System Integration Design and Testing • Archiving System Integration Design and Testing 	Design	\$21,600	\$10,520
<u>Process Configuration-</u> <ul style="list-style-type: none"> • Workflow and forms configuration • Reports setup • Framework configuration (templates, roles, folder structure) • Validation & Preliminary Sign off 	Design	\$27,000	\$13,300
<u>Project Documentation</u> <ul style="list-style-type: none"> • Administrator and Users Guides • Approved Process Narratives • Training materials 	Deploy	\$5,400	\$2,260
<u>Initial Rollout</u> <ul style="list-style-type: none"> • Initial Deployment (Soft Launch & Pilot) • Validation • Acceptance and Sign off 	Deploy	\$7,200	\$4,180
<u>Administrator Training</u> <ul style="list-style-type: none"> • Project & User Setup • Configuration Options • Reports Usage • Workflow configuration training 	Deploy	\$7,200	\$3,420

Approximated Training hours - 8			
<u>Train the Trainer</u> · Detailed Training on ProjectDox & Viewer · Detailed Training on Workflow Processes Approximated Training hours - 42	Deploy	\$12,600	\$8,940
<u>Design Optimization</u> · Process refinements · Form refinements	Optimize	\$5,400	\$2,760
<u>Turnover/Closeout</u> · Full Deployment · Final Documentation · Project Acceptance and sign off	Closeout	\$3,600	\$1,840
<u>* Estimated Travel Expenses</u>			\$15,000
Total		\$106,200	\$71,000

* Travel expenses not to exceed \$15,000 and are billed based on actual expenses incurred.

Interface

Package Name	One Time Cost
1) Existing Permitting System integration after the execution of contract	\$15,000
2) In addition, within two years of contract acceptance if City goes with a new Permitting System and the Permitting System provides web services, direct connection (using intermediate table) or documented APIs, Avolve will include a Permitting System product interface software integration to the City at no additional software charge.	
ESRI GIS Base Integration (\$10,000 software value)	Included no charge based on negotiations
Documentum Connector	\$8,900
Total Cost:	\$23,900

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

**A.
B.
C.**

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS		AGGREGATE
					P.D.		
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>						

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____

RM02.DOC REVISED 10/14/96

Attachment 2

AVOLVE SOFTWARE CORP

**SOFTWARE LICENSE AND SERVICES AGREEMENT
TERMS AND CONDITIONS**

This Agreement ("Agreement") is made this, Thursday, July 7, 2011 between AVOLVE SOFTWARE Corporation ("Licensor"), a Delaware corporation, having its principal place of business at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, and the City of Beverly Hills, a California municipal corporation, with its principal place of business at 455 N. Rexford Drive, Beverly Hills, CA, 90210 ("Licensee").

WHEREAS Licensor has created a computer software program called ProjectDox ("Software") hereafter more fully described;

WHEREAS the parties wish to provide the terms and conditions under which the Licensor will provide the Software for the use by Licensee;

IN CONSIDERATION OF THIS GRANT OF LICENSE and the terms and covenants herein, the receipt and sufficiency of which is acknowledged by all parties, the parties agree as follows:

1. Licensor Obligations.

a. Single Jurisdiction License Grant. So long as the Licensee complies with the terms of this Agreement, the Licensor grants to the Licensee, subject to the terms, conditions, and limitations hereof, the non-transferable (except as set forth in Section 11 below), non-exclusive right to use and permit its Users to use the Software for the term set out herein solely for Licensee's business operations. The rights granted to Licensee under this Agreement are subject to the following restrictions: (i) except as expressly stated herein to the contrary, Licensee shall not license, sell, rent, lease, copy, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; or (ii) Licensee shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software, or access or use the Software in order to build a similar or competitive product or service.

b. Scope of Grant.

Licensee may:

- Make one copy of the Software for archival purposes, if the copy contains all of the original Software's proprietary notices;
- Use the Application Programming Interfaces ("APIs") of the Software to program those APIs (a "Custom Application") but only as described in the documentation for the Software and only to the extent necessary to permit the Licensee's Custom Application to function with the Software through the APIs as described in the Documentation;
- Use the Software solely for publishing, displaying, marking up and making accessible internal documents and documents posted by any of Licensee's customers or vendors.

Licensee may not:

- Permit other individuals to use the Software except under the terms listed above;
- Permit concurrent use of the Software, except where a load balanced license of the Software has been purchased as an option;
- Use any Custom Application on any computer server other than the computer server on which the Software is installed without purchasing additional licenses for each additional computer server on which Licensee wishes to use the Custom Application.

c. Training, Technical Support and Deliverables. Licensor shall provide the education, training and technical support services and deliverables according to the allocation of time as outlined in the agreement executed by the parties dated for the System dated August 2, 2011 ("Service Agreement") attached hereto as Exhibit A and incorporated herein by this reference.

2. Ownership. Licensee acknowledges and agrees that Licensor owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Software and any suggestions, enhancements requests, feedback, recommendations or other information provided by Licensee or any of its Users related to the Software. Licensee's rights in the Software, updates, and the related materials supplied by the Licensor pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.

3. License Fees. The license fees paid by Licensee and set forth in the Service Agreement, are paid in consideration of the licenses granted under this Agreement. The license fees constitute a flat rate payment for an enterprise wide license. All Fees are due in full within thirty (30) calendar days from the date of the Licensor's invoice, such fees being irrevocable, and non-refundable. Licensee agrees to provide Licensor with complete and accurate billing and contact information. Overdue payments shall bear interest commencing thirty (30) days after the due date until paid at the rate of prime plus two (2) percentage points per annum, or the maximum charge permitted by law, whichever is less. Any amounts payable pursuant to this Agreement are exclusive of all taxes of any kind. If taxes of any sort (other than Licensor's income taxes or withholding taxes) are imposed by any taxing authority, they shall be paid by Licensee in addition to all amounts specified in this Agreement. To the extent Licensee is exempt from sales or other taxes; Licensee agrees to provide Licensor, upon request, with the appropriate exemption certificates. Under certain circumstances Avolve Software will engage a third party agent to expedite the payment to Licensor in advance of the actual invoice due date. Upon notification Licensee will redirect invoice payments to Factors Southwest instead of being made directly to Avolve Software.

4. Term. The term of this License Agreement shall commence as of the date of this Agreement and shall continue unless and until terminated pursuant Section 5 below.

5. Termination. Licensee may terminate this License Agreement at any time by returning the Software and all copies thereof and extracts thereof to Licensor. Licensor may terminate this License Agreement upon the material breach by Licensee of any term hereof. Upon such termination by Licensor, Licensee agrees to return to Licensor the Software and all copies and portions thereof. Upon termination of this Agreement for any reason, Licensee shall (i) immediately discontinue its use of the Software, and (ii) return to Licensor the original and all copies of all Software and Documentation in whatever form in Licensee's possession, custody or control or, upon the written request of Licensor, destroy all such copies and certify to Licensor in writing that Licensee has complied with all requirements.

6. Confidentiality. Each party shall hold confidential information of the other in confidence. All confidential information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be confidential information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to confidential information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure.

Notwithstanding, Licensor acknowledges that Licensee is subject to the California Public Records Act (the "Act") and that some or all of the confidential information (collectively "information") provided by Licensor may be disclosable thereunder. In the event a public records act request for Licensor's information is received, Licensee shall use its best efforts to provide Licensor with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent Licensee from complying with the requirements of the Act. In the event Licensee determines that any documents containing Licensor's information are not disclosable, and litigation is commenced to compel production of such documents, Licensor agrees to defend and indemnify Licensee, with counsel of Licensee's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by Licensee as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

7. Limited Warranties. In addition to the warranty set forth in the Services Agreement, Licensor warrants Licensee for a period of thirty (30) days following successful completion of the services in the Service Agreement that the Software media is delivered free from defects in material and workmanship. Licensor further warrants, for

Licensee's benefit alone, that during the Warranty Period the Software shall operate substantially in accordance with the functional specifications in the User's Manual. If during the Warranty Period, a defect in the Software appears, Licensee may return the Software to Licensor for either replacement or, if so elected by Licensor, refund of amounts paid by Licensee under this License Agreement. Licensee agrees that the foregoing constitutes Licensee's sole and exclusive remedy for breach by Licensor of any warranties made under this License Agreement, except that nothing herein shall affect the warranty provision set forth in the Services Agreement. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE AND WARRANTY SET FORTH IN THE SERVICE AGREEMENT, THE SOFTWARE, AND THE SOFTWARE CONTAINED THEREIN, ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LICENSEE ASSUMES THE ENTIRE RISK AS TO THE QUALITY OF PERFORMANCE WITH RESPECT TO THE SOFTWARE AND THE SOFTWARE CONTAINED THEREIN, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

8. Limitation of Liability. SUBJECT TO SUCH LIMITATIONS AS MAY EXIST UNDER CALIFORNIA LAW, LICENSOR'S CUMULATIVE LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS LICENSE AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID TO LICENSOR FOR THE USE OF THE SOFTWARE. NOTWITHSTANDING, NOTHING HEREIN SHALL AFFECT THE WARRANTY AND REMEDY PROVISIONS SET FORTH IN SERVICE AGREEMENT. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

9. Trademark. No right, license, or interest to trademarks held by Licensor are granted hereunder, and Licensee agrees that no such right, license, or interest shall be asserted by Licensee with respect to such trademarks.

10. Support. For a period pursuant to terms set forth in the Service Agreement and Maintenance Agreement, Licensor will furnish Licensee with support by telephone, electronic mail or mail, to assist Licensee in use of the Software. Support for subsequent years is included in the annual maintenance fees. All correspondence relating to the Software and this Agreement should be directed to: Avolve Software Corp., 4835 E. Cactus Road, Suite 420, Scottsdale, AZ 85254.

11. Governing Law and Venue. This Agreement shall be governed in accordance with the laws of the State of California. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods and choice of law rules of any jurisdiction will not apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Los Angeles, California, and each party hereby submits to the personal jurisdiction of such courts and waives any defense related to venue or forum non convenient.

12. Indemnification. The Licensor will defend and hold Licensee harmless from and against any and all costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Licensee to the extent that it is based on a claim that Licensee's use of the Software infringes a copyright, patent, or other intellectual property right enforceable in Canada or the United States; provided that Licensee (a) shall promptly notify Licensor of any claim, demand, action or other proceeding for which Licensee intends to claim indemnification; (b) gives Licensor the right to participate in, and to the extent Licensor so desires jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel selected by Licensor; and (c) reasonably cooperates with Licensor and its legal representatives in the investigation of any claim, demand, action or other proceeding covered by this Section 12. If the Software is held to infringe any intellectual property right, Licensor may, in its sole discretion and at its own expense, either procure a license that will protect Licensee against such claim without cost to Licensee or replace the Software with a non-infringing service with comparable functionality. Provided that Licensor complies with this Section 12, Licensee shall have no additional remedy against Licensor by reason of a third party infringement claim.

13. **Costs of Litigation.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, regardless of the outcome of such action, each party shall bear its own attorney fees and expenses of litigation.

14. **Export Restrictions.** Licensee agree to comply strictly with all export laws and restrictions or regulations of the United States or foreign agency or authority, and not to export, or allow the export or re-export of the Software, Documentation or any technical data in violation of any such restriction, law or regulation, without all necessary approvals.

15. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties related to licensing of the Software and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to licensing of the Software.

16. **Severability.** Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

17. **Waiver.** Neither party's failure to exercise or delay in exercising any right or remedy that it may have under this Agreement shall operate as a waiver of that right or remedy or preclude any other or further exercise of any right or remedy available under this Agreement.

18. **Assignment.** This License, the Licensed Software and any other information or rights provided by Licensor, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Licensee may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of the Licensor.

19. **Publicity.** Licensor may identify Licensee on its customer lists and list Licensee as a customer in its marketing and advertising materials, and reproduce Licensee's company name solely in connection therewith.

20. **Notices.** Any notices being given by this Agreement shall be in writing and shall be effective if delivered personally, sent by prepaid courier service, sent by prepaid mail, or sent by facsimile or electronic communication (confirmed on the same or following day by prepaid mail). All correspondence shall be in English and addressed to the parties as follows:

If to Licensor (Avolve Software):

Attn: Ronald Loback
President/CEO
Avolve Software
4835 E. Cactus Road, Suite 420
Scottsdale, Arizona 85254
Phone: 602-971-6061
rloback@avolvesoftware.com

If to Licensee:

Attn: David Schirmer
Chief Information Officer
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210
Phone: 310-285-2590
dschirmer@beverlyhills.org

Any party may change its address for service by notice served as set out above.

21. **Independent Contractor.** The Licensor is an independent contractor and not an employee of the Licensee. Any personnel performing services under this Agreement on behalf of the Licensor shall at all times be under the Licensor's exclusive direction and control. The Licensor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. The Licensor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

22. **General Indemnification.**

a. **Indemnification.** The Licensor agrees to indemnify, defend (with counsel reasonably approved by Licensee) and hold harmless the Licensee and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement designated to the extent caused by the negligent, reckless, or willful acts, errors or omissions of Licensor or its employees, officers or sub-licensors.

23. Equal Opportunity. The Licensor complies with the Equal Employment Opportunity Program of the State of Arizona and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, and other applicable Federal, State, and County laws, regulations and policies, including laws and regulations hereafter enacted. The Licensor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.

24. Recycling. The Licensor shall make a reasonable effort to comply with the Licensee's recycled product purchasing standards policy which requires vendors to use recycled paper for proposals/reports and for any printed or photocopied material created as a result of a contract with the Licensee. The policy also requires vendors to use both sides of paper sheets for reports submitted to the Licensee whenever practical.

25. Conflict of Interest. The Licensor shall make all reasonable efforts to ensure that no conflict of interest exists between its officer, employees, or subcontracted Licensors, and the Licensee. The Licensor shall make all reasonable efforts to ensure that no Licensee officer or employee, whose position with the Licensee enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to the Licensor or officer or employee of the Licensor. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event that the Licensee determines a conflict of interest situation exists, the Licensee may disallow any increase in costs associated with the conflict of interest situation and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom the Licensor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

26. Disclosure of Criminal and Civil Proceedings. The Licensee reserves the right to request the information described herein from the Licensor. The Licensee also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Licensor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Licensor shall describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Licensor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Licensor shall describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the Licensee. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

27. Drug-Free Workplace Policy. The Licensor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program

- i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide that every employee who works on the proposed or resulting Agreement:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's drug-free policy statement as a condition of employment.

28. Improper Consideration. Licensor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any item of values to any office, employee, or agent of the Licensee in an attempt to secure favorable treatment regarding the award of this proposal. The Licensee, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described was offered to any officer, employee, or agent of the Licensee with respect to the Agreement. Licensor shall immediately report any attempt by a Licensee officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Licensor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Administrative Office.

29. Electronic Funds Transfer. The Licensor shall accept all payments from the Licensee via electronic funds transfer (EFT) directly deposited into the Licensor's designated checking or other bank account. The Licensor shall promptly comply with directions and accurately complete forms provided by the Licensee required to process EFT payments.

30. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument.

The parties have caused the Agreement to be executed by their duly authorized representatives with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

AVOLVE SOFTWARE CORPORATION

By: *Ronald Loback*
Name: Ronald Loback

By: *Gary Horta*
Name: GARY HORTA

THE CITY OF BEVERLY HILLS

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

- i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide that every employee who works on the proposed or resulting Agreement:
- i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's drug-free policy statement as a condition of employment.

28. Improper Consideration. Licensor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any item of values to any office, employee, or agent of the Licensee in an attempt to secure favorable treatment regarding the award of this proposal. The Licensee, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described was offered to any officer, employee, or agent of the Licensee with respect to the Agreement. Licensor shall immediately report any attempt by a Licensee officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Licensor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the Administrative Office.

29. Electronic Funds Transfer. The Licensor shall accept all payments from the Licensee via electronic funds transfer (EFT) directly deposited into the Licensor's designated checking or other bank account. The Licensor shall promptly comply with directions and accurately complete forms provided by the Licensee required to process EFT payments.

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The parties have caused the Agreement to be executed by their duly authorized representatives with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

AVOLVE SOFTWARE CORPORATION

THE CITY OF BEVERLY HILLS

By: _____
Name: _____

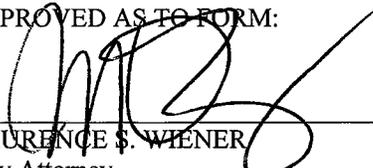
BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

By: _____
Name: _____

ATTEST:

BYRON POPE (SEAL)
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

[Signatures continue]

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

Attachment 3

**MAINTENANCE AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND AVOLVE SOFTWARE CORPORATION**

This Maintenance Agreement ("Agreement") is made this Tuesday, August 2, 2011 between AVOLVE SOFTWARE Corporation ("Licensor"), a Delaware corporation, having its principal place of business at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, and the City of Beverly Hills, a California municipal corporation, with its principal place of business at 455 N. Rexford Drive, Beverly Hills, CA, 90210 ("Licensee").

1. **Scope of Maintenance Agreement.** This describes the technical support plans and terms and conditions currently applicable to the Avolve/ProjectDox Software ("Software") for the System provided to the City of Beverly Hills by Avolve as described in the Agreement dated August 2, 2011 between the City of Beverly Hills ("Licensee") and Avolve ("Licensor") ("Agreement"). The technical support described below does not expand or change any warranty provisions set forth in the Agreement. Capitalized terms used in this maintenance agreement and not separately defined below shall have the meanings set forth in the Agreement.
2. **Terms and Conditions Related to Standard Technical Support.** Licensor will provide the following standard technical support for the Software (collectively "Technical Support"):
 - a. **Designation of a User Login and Password.** Licensee must register with Licensor unique passwords and user names, which will be required when seeking Technical Support. Licensee acknowledges and agrees that Licensee is prohibited from sharing passwords and/or user names with unauthorized users. Licensee will be responsible for the confidentiality and use of passwords and user names. Licensor will act as though any electronic communication it receives under Licensee passwords, user names, and/or account number will have been sent by Licensee. Licensee agrees to immediately notify Licensor if Licensee becomes aware of any loss or theft or unauthorized use of any passwords, user names, and/or account number.
 - b. **Software Updates.** Licensee will receive, at no additional charge, during the term of its Maintenance Agreement all minor (e.g. from Release 1.0 to 1.1) and major updates (e.g. from Release 1.1 to 2.0) of the Software as they are generally made available by Licensor. Where applicable, Licensee will also be entitled to driver updates. Licensee will be notified by email when updates are available and may also visit Licensor's website at www.avolvesoftware.com for current information concerning updates. All Software and driver updates are provided under, subject to, and governed by the terms and conditions of this Agreement. Upon installation of updated Software, Licensee must destroy all prior releases/versions of the Software.
 - c. **E-mail, Fax and Telephone Support.** Licensee may contact Licensor's helpdesk by phoning 602-714-9774 x1112 and speaking with a support representative. Depending on availability, Licensee may be routed to voice mail to report the problem. Licensee may send Licensor an email through Licensor's customer support web interface, located in the technical support section of Licensor's website, www.avolvesoftware.com, or by sending a fax to 602-923-3544. Any e-mail or fax requests identifying potential errors or problems in Licensee's use of the Software should provide Licensor with sufficient information to reproduce the error. Licensor's helpdesk personnel will assist Licensee in accessing and utilizing the Software, and work with Licensee in good faith to determine the final disposition of all reported problems or errors, including identifying and providing workarounds for any problem discovered. Assistance may include communicating via telephone, e-mail, our Support web site, or if allowed by Licensee, remote desktop sharing.
 - d. **Support Hours.** Licensor's helpdesk currently accepts calls, e-mails, and faxes from 7 a.m. to 5 p.m., U.S. Arizona Time Monday through Friday (excluding standard U.S. holidays).

e. **Error Corrections.** Licensor will use commercially reasonable efforts to correct any reproducible and material programming error discovered in the Software applying a level of effort reasonably commensurate with the severity of the error. Licensor is not responsible for correcting errors that result from problems residing outside of the Software. Typically, Licensor will address errors through updates to the Software, but on occasion and at its sole discretion may provide Licensor with an interim correction (such as a work-around) pending formal implementation of an update.

f. **Licensee's Suggestions:** Any errors or suggested changes, clarifications, additions or other improvements to the Software which Licensee communicates to Licensor shall constitute Licensee's grant to Licensor, without charge or other obligation, of the right to incorporate such suggestions, changes and modifications into the Software under Licensor's standard intellectual property notices.

g. Maintenance includes all service packs, service releases, and upgrades to modules purchased.

3. **Non-qualifying Issues and Events**

a. **Non-Qualified Products.** Licensor does not provide Technical Support for any hardware or software product that is not part of the Software licensed to Licensee by Licensor (a "Nonqualified Product"). Licensee remains responsible for the compatibility and functioning of Nonqualified Products with the Software. If Licensor provides Technical Support for a problem caused by a Nonqualified Product or the failure of Licensee's computer system or environment to comply with the technical specification requirements included in the documentation provided with the Software (or Licensor's Technical Support efforts are materially increased as a result of Licensee's use of Nonqualified Products or failure to comply with the technical specification requirements), Licensor reserves the right to charge Licensee time and materials for such extra services at Licensor's then current published rates for customized, premium technical support services.

b. **Other Exclusions.** Licensor's Technical Support does not cover:

- (1) Software that has been superseded by a new update/release for more than one (1) year;
- (2) Altered, damaged, or modified Software;
- (3) Any custom applications developed by Licensor for Licensee; or
- (4) Software installed in an operating environment that is not supported by Licensor or used other than as specified in the user manual.

4. **General Terms and Conditions**

a. **Initial Term.** For the term described in the Agreement Licensee will be entitled at no extra charge to standard Technical Support (the "Initial Term") for the Software.

b. **Renewal Terms.** Licensor shall automatically renew the standard Technical Support at the end of the "Initial Term" and every anniversary thereafter upon the issuance of a purchase order by the City of Beverly Hills.

c. **Maintenance Fees.** After the Initial Term, for each renewal period, Licensee shall pay Licensor the applicable fee listed herein for renewal year 2 through 5 (the "Maintenance Fees") pursuant to an authorized purchase order of Licensee. At the end of the each renewal term the Maintenance Fees will be billed annually. At the end of the fifth year of the renewal period, the parties may continue to renew this maintenance agreement at the then current or negotiated rate or a new, multi-year agreement will be created at the then current rate.

Maintenance Fees are paid in advance of the term and are irrevocable and non-refundable. Maintenance Fees are due thirty (30) calendar days from the date of the invoice. If Licensee fails to pay all Maintenance Fees by the due

date, this Maintenance Agreement, and all Technical Support provided for under it, may be immediately terminated, without notice, by Licensor. To reinstate the Maintenance Agreement (if reinstatement is allowed by Licensor), Licensee must pay in advance and in full (i) all Maintenance Fees and (ii) the upgrade fee as published in Licensor's then-current price list.

d. Termination. Licensee may terminate this Maintenance Agreement at the end of the Initial Term or the end of any renewal term by giving written notice to Licensor at least thirty (30) calendar days before the end of the existing term. Licensor may immediately suspend or cancel Technical Support under this Maintenance Agreement by giving written notice to Licensee of Licensee's material breach of the Agreement. This Maintenance Agreement will automatically and immediately terminate without written notice upon termination of the Agreement.

5. Limited Warranties and Liability Limitations

a. Limitation of Liability. To the maximum extent permitted by applicable law, in no event, no matter what the circumstances, and irrespective of whether SUCH PARTY has been advised of the possibility of such damages, shall EITHER PARTY be liable to THE OTHER PARTY or any third party for any incidental, consequential, punitive, special or exemplary damages, or indirect damages of any type or kind (including lost profits, lost revenues, failure to realize expected savings, or other commercial or economic losses of any kind) arising from breach of warranty or breach of contract, or negligence, or any other legal cause of action arising from or in connection with this Agreement or SUCH PARTY'S performance hereunder. LICENSOR'S MAXIMUM LIABILITY FOR DAMAGES FOR ANY CAUSE OF ACTION RELATING TO THIS MAINTENANCE AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE MAINTENANCE AGREEMENT FOR THE APPLICABLE YEAR. LICENSOR'S LIABILITY SHALL FURTHER BE LIMITED AS PROVIDED IN THE AGREEMENT. THESE LIMITATIONS OF LIABILITY SHALL NOT BE APPLICABLE IN THE CASE OF DEATH OR BODILY INJURY.

b. Service Warranties. Licensor warrants that all professional services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry. For any breach of this warranty for service, Licensee's exclusive remedy shall be the re-performance of the deficient services, and if Licensor is unable to re-perform the deficient services as warranted, Licensee shall be entitled to recover the portion of the Maintenance Fees paid to Licensor for such deficient services, and such refund shall be Licensor's entire liability. THESE TERMS AND CONDITIONS FOR TECHNICAL SUPPORT AND MAINTENANCE SERVICES ARE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THE SOFTWARE AND ALL RELATED MATERIALS ARE EXCLUSIVELY SUBJECT TO THE WARRANTIES SET FORTH IN THE AGREEMENT. these limitationS shall apply notwithstanding the failure of their essential purpose.

6. Recurring/Annual Maintenance Costs

The maintenance fee for the Software is as follows:

Item	Recurring Cost
Total Annual Recurring Costs for the Year One	\$0

Item	Recurring Cost
Total Annual Recurring Costs for the Year Two	\$32,500
Total Annual Recurring Costs for the Year Three	\$32,500
Total Annual Recurring Costs for the Year Four	\$32,500
Total Annual Recurring Costs for the Year Five	\$32,500
Total Projected Five Year Maintenance Cost	\$130,000

- Maintenance also includes unlimited technical support for jurisdiction personnel, available from 7 a.m. to 5 p.m. Arizona Time, as well as web and email support.

The parties have caused the Agreement to be executed by their duly authorized representatives with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

AVOLVE SOFTWARE CORPORATION

By: *Ronald Labach*
Name: Ronald Labach

By: *Gary Heath*
Name: GARY HEATH

THE CITY OF BEVERLY HILLS

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID SCHIRMER
Chief Information Officer

KARL KIRKMAN
Risk Manager

Item	Recurring Cost
Total Annual Recurring Costs for the Year Two	\$32,500
Total Annual Recurring Costs for the Year Three	\$32,500
Total Annual Recurring Costs for the Year Four	\$32,500
Total Annual Recurring Costs for the Year Five	\$32,500
Total Projected Five Year Maintenance Cost	\$130,000

- Maintenance also includes unlimited technical support for jurisdiction personnel, available from 7 a.m. to 5 p.m. Arizona Time, as well as web and email support.

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AVOLVE SOFTWARE CORPORATION

THE CITY OF BEVERLY HILLS

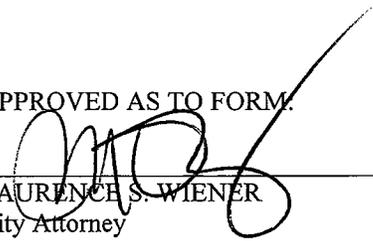
By: _____
Name: _____

BARRY BRUCKER
Mayor the City of
Beverly Hills, California

By: _____
Name: _____

ATTEST:

BYRON POPE (SEAL)
City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

[Signatures continue]

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager