

**AGREEMENT
BETWEEN THE CITY OF SAN JOSÉ
AND
SIMPLIGOV LLC
FOR A BUSINESS PROCESS AUTOMATION PLATFORM**

This Agreement is entered into as of the City’s execution date (“Effective Date”) between the City of San José, a municipal corporation (hereinafter “City”), and SimpliGov LLC, a Delaware Corporation registered to conduct business in the State of California, (hereinafter “Contractor”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, City has issued a Request for Proposal ("RFP") to acquire a Business Process Automation Platform (“Software,” Platform,” or “Solution”), including installation, configuration, implementation, technical support, maintenance, hosting, and other related services (collectively the “Services”); and

WHEREAS, Contractor has the necessary expertise and skill to perform such Services, and Contractor's proposal demonstrates Contractor’s ability to meet the City's needs; and

WHEREAS, Contractor has a good understanding of City’s requirements through Contractor’s examination of the Request for Proposal documents and the exchange of information; and

WHEREAS, based on this in-depth understanding and the Contractor’s knowledge and expertise with public organizations, Contractor warrants that the proposed Solution will meet the City’s specifications and requirements as described in the Scope of Services; and

WHEREAS, the recitals are true and correct and are incorporated into this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- EXHIBIT A-1 - Scope of Services
- A-2 - Price List
- A-3 - Preliminary Project Implementation Schedule
- A-4 - Final System Acceptance Certificate
- A-5 - Features and Functionality Requirements
- EXHIBIT B - Compensation
- EXHIBIT C - Insurance Requirements
- EXHIBIT D - Change Order Form
- EXHIBIT E - Notice of Option to Extend Agreement
- EXHIBIT F - Technical Support Services Guideline
- EXHIBIT G - Service Level Agreement

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. The provisions in the Exhibits shall prevail over conflicting terms in any Attachments to the Exhibits. Contractor and City hereby acknowledge that they have drafted and negotiated the Agreement jointly and that the Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning

This Agreement and the Exhibits set forth above, contain all the agreements, representations, and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2 TERM OF AGREEMENT

2.1 Term

The term of this Agreement is from Effective Date to April 30, 2021 (“Initial Term”), inclusive, subject to the provisions of Section 13 TERMINATION and subsection 2.2 “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for four (4) additional one-year terms (“Option Periods”) through April 30, 2025 for ongoing subscriptions, maintenance, technical support, and professional services. City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option prior to the end of the then current term.

2.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor shall perform the Services as set forth in the Scope of Services (the “Scope of Services” or “Scope”) which is attached as Exhibits A-1 through A-5, Exhibit F, and Exhibit G hereto and incorporated as through fully set forth herein.

3.2 Notification

Contractor agrees to notify City promptly of any factor, occurrence, or event coming to its attention that may affect Contractor’s ability to meet the requirements of the Agreement or that is likely to occasion any material delay in completion of the projects contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

4 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Contractor shall perform the Services according to the terms and provisions of the preliminary schedule set out in the attached Exhibit A-3, entitled "Preliminary Project Implementation Schedule." Time is expressly made of the essence with respect to each and every term and provision of this Agreement. Notwithstanding this Section, the Parties agree that the Preliminary Project Schedule set forth in Exhibit A-3 and the ability of the Parties to provide and use the products and services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.

5 DATA AND FACILITY

Contractor acknowledges that it has in its possession all applicable specifications and drawings, all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein. Contractor represents that it now has or can readily procure, without assistance of City, all facilities, machinery, and equipment necessary for the performance of this Agreement.

6 STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Agreement:

6.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Agreement.

6.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

6.3 Duty of Confidentiality

All data, documents, discussions, or other information developed or received by or for one Party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other Party, or as required by law. The receiving Party warrants that all employees utilized by it in performing Services are under a written obligation to the receiving Party requiring the employee to maintain the confidentiality of information of the other Party to the extent permitted by law.

6.4 Security and Safety

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint

check. Contractor shall promptly replace any employee found to be unacceptable to City, in its sole discretion, on the basis of a significant infraction found in the background investigation.

6.5 Contractor's Obligations to Employees

Contractor shall provide for and pay the compensation of its employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend, and hold City harmless from and against all such taxes, contributions, and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

7 CHANGE ORDER PROCEDURE AND AUTHORIZATION

7.1 Changes

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products or Services, (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of Finance in accordance with the procedures set forth below.

7.2 Contract Change Requests

Either Party hereto may, from time to time and at any time during the term hereof, request a change, as defined in the Section 7.1 above. The Party requesting the change is hereinafter referred to as the "Requesting Party." Requests for changes shall be in writing and shall be addressed and delivered to the other Party as provided herein. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, Services, deliverables, or schedules to be changed.

7.3 Procedures

As soon as practical after receipt by the notified Party of copies of the Request, the Parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

7.4 Change Orders

If the Parties decide to implement a change request, the City shall prepare a Change Order ("CO") substantially similar to the form attached hereto as Exhibit D which shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of Finance and Contractor's Authorized Representative shall have authority to execute a CO to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both Parties hereto.

8 COMPENSATION

8.1 Contract Maximum

The total contract price in U.S. dollars shall not exceed **One Hundred One Thousand Nine Hundred Twenty-Five Dollars (\$101,925)** during the Initial Term ("Maximum Compensation").

The terms, rates, and schedule of payment are set forth in the attached Exhibit B, entitled

“Compensation.” Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in attached Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution.

8.2 Non-Funding

Each payment obligation of City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by Contractor, the product or service directly or indirectly involved in the performance of that function may be terminated by City at the end of the period for which funds are available. City shall notify Contractor at the earliest possible time of any products or services which will or may be affected by a shortage of funds.

No penalty shall accrue for City in the event this provision is exercised, and City shall not be liable for any future payments due or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit City to terminate this Agreement or any products or Services in order to acquire similar equipment or service from another party. Contractor agrees to render any assistance which City may seek in affecting a transfer of any right of City in this Agreement, or any part hereof, that is required of City pursuant to the securing of financing hereunder. Despite the foregoing, the City shall pay Contractor for any Services performed in accordance with this Agreement up to the date of termination.

9 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees, contributions, or charges applicable to the conduct of Contractor's business.

10 FINAL SYSTEM ACCEPTANCE

Upon final delivery of the System, City and Contractor shall conduct Acceptance Tests. The criteria for the Acceptance Tests shall be mutually agreed upon by the Parties and in accordance with the Scope of Services (Exhibits A-1 through A-5, Exhibit F, and Exhibit G). Final System Acceptance will occur upon successful completion of the Acceptance Tests. When Final System Acceptance occurs, the Parties will memorialize this event by promptly executing a Final System Acceptance Certificate (Exhibit A-4).

If, in the discretion of City, the System does not meet the requirements of the Acceptance Test specifications, City may (1) permit Contractor to repair or replace the System so that the same meets the Acceptance Test specifications in all material respects, all at no additional expense to City, or (2) return the System to Contractor, at Contractor’s expense and without liability to City, and any amounts paid by City for the System shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the Acceptance Tests and the date of Final System Acceptance.

Payment for any part or parts of the System or Services provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all of the System which does not conform to the Specifications or other requirements of this Agreement. Components of the System which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the System conforms to the warranties, specifications, and other requirements of this Agreement. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

11 CONTRACTOR REPRESENTATION AND WARRANTIES

11.1 Contractor Responsibility

Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Agreement. Contractor warrants it:

11.1.1 Has read and agrees with the specifications contained in the Scope of Services (Exhibits A-1 through A-5, Exhibit F, and Exhibit G);

11.1.2 Fully understands the facilities, difficulties, and restrictions attending performance of the services; and

11.1.3 Agrees to inform City of any unforeseen conditions which will materially affect performance of the work prior to completion of Phase 1, Planning and Analysis, as described in Exhibit A-1 of the Scope of Services and shall not proceed until written instructions are received from City.

11.2 Authority to Make Agreement

Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Agreement. City shall be entitled to use the System without disturbance.

11.3 Contractor Agreements with City Employees

Contractor agrees to not enter into a relationship that may result in a financial conflict of interest with any employee or agent of the City who participated in the making of governmental decisions related to this Agreement.

11.4 Warranty for Services and Software Customizations

Contractor warrants to City that Contractor shall render all Services and software Customizations provided under this Agreement with reasonable care and skill and warrants that they will function per the approved business requirements and design under ordinary use and operation in conformance with the specifications and documentation. Additionally, Contractor shall warrant its Services and software customizations for a period of one (1) year after Final System Acceptance ("Warranty Period"). During the Warranty Period, City will notify Contractor if any Services or software customizations do not conform to City's specifications as contained in the Scope of Services (Exhibits A-1 through A-5, Exhibit F, and Exhibit G). Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall (at no additional cost to the City) repair the defective Services or software customizations. The one (1) Warranty Period is reset for any repaired or replaced item(s), beginning upon City acceptance of the repaired or replaced

item(s). If despite its reasonable efforts, Contractor is unable to provide the City with Services or software customizations in compliance with the foregoing warranty, City may pursue its remedy at law to recover direct damages resulting from the breach of this warranty.

11.5 Warranty for Software

Contractor warrants the Contractor Software for one (1) year from the date of Final System Acceptance in accordance with the terms of this Agreement and the provisions of this Section.

11.6 Operability

Contractor warrants that the Software and any customizations will be delivered to the City malware free and does not contain any timers, counters, or preprogrammed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner as documented in the contract documents specified.

11.7 Upgrades

Contractor agrees to maintain the Software to operate on all compatible upgrades of the hardware product line and operating systems used by City.

11.8 New Media

Media upon which any software customizations are delivered to City by Contractor:

11.8.1 Shall be new and free from defects in manufacture and materials;

11.8.2 Shall be manufactured in a good and workmanlike manner using a skilled staff fully qualified to perform their respective duties;

11.8.3 Shall, during the Warranty Period, function properly under ordinary use and operate in conformance with the specifications; and

11.8.4 In the event that media on which any software application, custom software, or third party application software is delivered is defective and cannot be read or utilized for its intended purpose by Contractor supplied or approved equipment, Contractor shall replace the defective media as soon as possible. Any delays occasioned by the failure of new media shall not be considered excusable delay.

12 WARRANTY AGAINST INFRINGEMENT

Contractor agrees to defend and indemnify City of all direct losses, costs, and damages resulting from a determination that the Services, Software, or software customizations supplied to City infringe any third party patent rights, copyrights, or trademarks provided that: City promptly notifies Contractor in writing upon City becoming aware of the existence of any such suit, action, proceeding threat; allows Contractor sole control of the defense and/or settlement thereof; and provides such reasonable cooperation as Contractor may require. In no event shall City consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without Contractor's express consent. In the event that City is enjoined from use of the Services, Software, or software customizations due to a proceeding based upon infringement of patent, copyright or trademark, Contractor shall, at its option, either:

12.1 Modify the infringing item(s) at Contractor's expense, so it becomes non-infringing; or

- 12.2 Replace the infringing item(s) with equal non-infringing item(s), at Contractor's expense; or
- 12.3 Procure, at Contractor's expense, the necessary licenses for the City to continue using the item(s); or
- 12.4 Remove the item(s) and refund the purchase price less a reasonable amount for depreciation.

13 TERMINATION

13.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

13.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

13.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

13.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

14 INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees, or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. This provision shall survive the termination of this Agreement.

15 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in Exhibit C, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Risk Manager of the City of San José as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

16 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

17 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

18 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state, and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

19 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

20 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

21 GIFTS

21.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San José Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

21.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

21.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 13 TERMINATION of this Agreement.

22 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

23 CONFIDENTIAL AND PROPRIETARY INFORMATION

23.1 Confidentiality

All data and information generated, collected, developed, discovered, or otherwise saved in the System exclusively for the City (collectively the “Data”) by the Contractor in the performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

23.2 Ownership of Materials

City and Contractor agree that Contractor shall own the entire right, title, and interest, including patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by Contractor in the performance of the project, and developed using Contractor’s facilities or personnel. City and Contractor agree that City shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information, and data solely conceived or developed by City’s facilities or personnel. Technology that is jointly developed using both City and Contractor personnel and facilities shall be jointly owned.

23.3 Ownership of Data

The City shall maintain ownership and control of the Data throughout the Agreement period and in perpetuity. Contractor shall have the right to use the Data solely to perform Services under the Agreement with the City. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the Data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the Data will be preserved.

23.4 Security

Contractor shall maintain effective controls and security to protect the Data, including conducting daily and incremental backups to a redundant data storage location, providing redundant power, internet, site redundancy, and emergency recovery procedures.

23.5 Copies of Data/Exit Strategy

Upon request of the City or in the event this Agreement is terminated, Contractor shall work with the City to ensure a smooth transition of all Data and Software to the City’s new environment. Additionally, upon request by the City and at no additional cost, Contractor shall provide City with a database export of the Data in a format acceptable to the City. At the termination of this Agreement, all Data at the Contractor’s (or Contractor’s subcontractor’s) facilities shall be purged when the City confirms that it has received a satisfactory copy of the Data. Contractor shall provide written verification to the City once all City Data has been purged.

23.6 Enforcement

The City and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

24 CONTRACTOR'S BOOKS AND RECORDS

24.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

24.2 Maintenance after Term

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

24.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

24.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

25 ASSIGNABILITY

The Parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City which consent will not unreasonably be withheld except that Contractor may assign this Agreement as part of a corporate reorganization, upon a change of control, consolidation, merger, or sale of all or substantially all of its assets related to this Agreement. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

26 SUBCONTRACTORS

26.1 Authorized Subcontractors

Notwithstanding ASSIGNABILITY above, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

26.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

27 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

28 JURISDICTION AND VENUE

In the event that suit is brought by either Party to this Agreement, the Parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

29 NOTICES

29.1 Manner of Giving Notice: All notices and other communications required by this Agreement must be in writing and must be made via e-mail, personal service, trackable delivery service, or United States mail, postage prepaid.

29.2 When Effective: A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is delivered by a trackable delivery service is effective when signed for. A notice or other communication that is mailed is effective three (3) business days after deposit in the United States mail.

29.3 To Whom Given: All notices and other communications between the Parties required or permitted to be given under this Agreement must be given to the individuals identified below:

To City: City of San José
Attention: Director of Finance
200 East Santa Clara St., 13th Floor
San José, CA 95113

To Contractor: SimpliGov, LLC
Attention: CEO
530 Jackson Street, Fl 4
San Francisco, CA 94133

29.4 Changing Contact Information: Either Party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other Party pursuant to this Section 29.

30 PROJECT STAFF

30.1 City's Project Manager

Name: Meena Dandabathula	Phone No.: 408-793-6848
Department: Information Technology Department	E-mail: Meena.Dandabathula@sanjoseca.gov
Address: City of San José, 200 East Santa Clara St., 11 th Floor, San José, CA 95113	

30.1 Contractor's Project Manager and Other Staffing

Identified below are the the Contractor's project manager and subcontractor(s) and/or employee(s) of the Contractor who will be principally responsible for delivering the work set forth in the Scope of Services, Exhibits A-1 through A-5, Exhibit F, and Exhibit G.

Contractor's Project Manager	
Name: Shana Smith	Phone No.: 415.340.5405
Address: 530 Jackson Street, San Francisco, CA 94133	E-mail: ssmith@simpligov.com
Other Staffing	
Name	Assignment
1. Jennifer Gough	Solutions Engineer & Training
2. Dani Dayan	Customer Success Manager & Technical Support
3. Gil Pelayo	Workflow Configuration Engineer

30.2 Contractor-Initiated Staffing Changes

The qualifications of the Contractor's staffing for this Agreement are material considerations to the City's selection and decision to enter into this Agreement. For this reason, the City Project Manager's approval is required for the Contractor to remove, replace, or add to any of Contractor's staffing identified in this provision.

30.3 City-Initiated Staffing Changes

The City reserves the right to request replacement of an employee or a proposed employee for reasonable cause, including, but not limited to, willful misconduct, inadequate performance or lack of skill, knowledge, or training. Contractor's replacement staff must be qualified to perform the Scope of Services and available to the City within five (5) working days of receipt of such request from City. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said employee, confirm the quality of work, and correct any items the Contractor deems incorrect. If the City requests replacement of an employee and the Contractor has not replaced the employee within the thirty (30) day time period, City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

31 OTHER PUBLIC AGENCY PURCHASES

This Agreement resulted from a competitive bid through RFP 18-19-06 for a Business Process Automation Platform issued on May 3, 2019 pursuant to Chapter 4.12 of the San José Municipal Code. Other local and state government agencies may enter into agreement(s) based on the same material terms and conditions, and pricing. The local or state government agency shall accept sole responsibility for placing orders, arranging deliveries and/or services, and making payments to the Contractor. The City of

San José will not be liable or responsible for any obligations, including but not limited to, financial responsibility in connection with these agreement(s) between the Contractor and other local and state government agency(ies).

32 MISCELLANEOUS

32.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

32.2 Assignment

Subject to the provisions of ASSIGNABILITY, this Agreement binds and inures to the benefit of the Parties and their respective successors and assigns.

32.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

32.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City’s Manager or the designated representative of City’s Manager has the authority to act on City’s behalf.

City of San José
a municipal corporation

SimpliGov LLC
a Delaware Corporation authorized to conduct
business in California

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

By _____
Scott Jenkins
COO
Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaatarii
Senior Deputy City Attorney

EXHIBIT A-1 SCOPE OF SERVICES

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for the implementation of a Business Process Automation (BPA) Platform.

The Scope of Services, including Exhibits A-1 to A-5, Exhibit F, Exhibit G, the City's RFP 18-19-06 (including subsequent updates), Contractor's proposal response dated June 14, 2019, Contractor's system demonstration materials dated September 23, 2019, and Contractor's Best and Final Offer (BAFO) response dated October 29, 2019 provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1 PROJECT BACKGROUND AND DESCRIPTION

The City is procuring a BPA Platform for Citywide use. Initial workflow automations might include, but are not limited to, time-off requests by employees, self performance evaluation, network and virtual private network (VPN) access requests, employee badge access, procurement card (P-Card) requests, and cell phone stipends.

2 PROJECT ASSUMPTIONS

- 2.1. Contractor shall assign a project manager who is responsible for coordinating various activities such as solution presentations, demonstrations (implementing a few of the City's forms), on-site training, deployment, configuration, technical support, etc.
- 2.2. City shall provide a project manager and subject matter experts as required to ensure that the implemented Solution meets the City's requirements as reflected in the Scope of Services, Exhibits A-1 to A-5, Exhibit F, and Exhibit G.
- 2.3. Contractor shall follow an agile project management approach for the implementation of the BPA solution with release maps and date ranges.
- 2.4. Both City and Contractor shall attend meetings, workshops, and discovery sessions as required.
- 2.5. Contractor shall lead all configuration and implementation activities in coordination with the City's Project Manager.

3 SOLUTION REQUIREMENTS

Contractor shall provide to City its SimpliGov Automation Platform that meets the following requirements:

- 3.1. A cloud-based, Contractor-hosted Solution accessible from a standard web browser, including, but not limited to, all currently supported versions of Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari.
- 3.2. Developed using a responsive web design approach to facilitate use on a multitude of devices, including desktops, laptops, tables, and smartphones.
- 3.3. Operates at a high level of security using Transport Layer Security (TLS), preferably version 1.2, for account registration, authentication, and all actions performed by administrators or other users.
- 3.4. Provides unlimited user accounts.

- 3.5. Is accessible seven (7) days a week, twenty-four (24) hours per day.
- 3.6. Meets the City's Features and Functionality Requirements as specified in Contractor's RFP response, which is attached hereto and incorporated herein as Exhibit A-5.

4 ELECTRONIC AND DIGITAL SIGNATURES

- 4.1. Contractor's SimpliSign solution is included in the BPA implementation and provides both electronic and digital signature capabilities at no additional cost.
- 4.2. Contractor's digital signature is processed/wrapped by GMO GlobalSign, Inc. which is listed on the State of California Approved List of Digital Signature Certification Authorities.
- 4.3. Contractor shall provide integration to any alternative digital signature solution requested by the City.

5 IT SECURITY REQUIREMENTS

- 5.1. Contractor shall adhere to NIST security standards.
- 5.2. Contractor shall incorporate security requirements in every aspect of the Solution.
- 5.3. Contractor shall implement security controls in accordance with NIST Security Standards and shall follow NIST's Cybersecurity Framework to assess the Solution prior to first release and prior to any major or significant improvement or enhancement.

6 PROJECT APPROACH

The project shall be conducted in a phases. The City must accept each phase which may be further documented in an Acceptance Certificate for the phase.

6.1. Phase 1: Planning and Analysis

- 6.1.1. Contractor shall conduct a **Project Kick-off Meeting** to include:
 - 6.1.1.1. Introduce project team members, including qualifications and project roles and responsibilities.
 - 6.1.1.2. High level overview of the Solution.
 - 6.1.1.3. Deliver Preliminary Software Implementation Schedule in a critical path format so that the timelines and milestones can be clearly identified and measured.
 - 6.1.1.4. Discuss and define Notice to Proceed procedures.
 - 6.1.1.5. Define processes for tracking project status.
 - 6.1.1.6. Define change control procedures.
 - 6.1.1.7. Define the deliverables and software acceptance processes.
 - 6.1.1.8. Determine the format and protocol for periodic, ongoing meetings, reports, and communications.
 - 6.1.1.9. Review escalation management process, including lines of communication, reporting relationships, etc.
 - 6.1.1.10. Identify high-risk or problem areas and discuss resolution process.
 - 6.1.1.11. Finalize the Software Implementation Schedule.

6.2. Phase 2: Training

Contractor shall provide training and documentation as follows:

- 6.2.1. Super Users/Administrators (i.e., users with special privileges needed to administer and maintain the Solution)

- 6.2.1.1. System configuration and administration
- 6.2.1.2. Administrative functions and features
- 6.2.1.3. Configuration and management of users, including adding/modifying users, user security, dashboard setup and assignment, etc.
- 6.2.1.4. System best practices for maintenance
- 6.2.1.5. Account management
- 6.2.1.6. Creating custom charts and reports
- 6.2.1.7. Note: Contractor shall involve Super Users/Administrators in testing.
- 6.2.2. Users
 - 6.2.2.1. Develop automated workflows for forms
 - 6.2.2.2. Test the workflows
 - 6.2.2.3. Publishing and un-publishing the workflows
 - 6.2.2.4. Navigate, browse, and search for published workflows
 - 6.2.2.5. Filtering options
 - 6.2.2.6. Creating custom charts and reports
- 6.2.3. Up to eight (8) hours of instructor-led classroom training shall be provided over two four-hour sessions. There is no limit to the number of City participants in each session. The City may elect classroom training to be performed on-site at City premises or virtual classroom training via video conferencing through WebEx, Zoom, or similar application.
- 6.2.4. Ongoing training as required for patches, updates, new features, and functionality, etc.
- 6.2.5. Adequate training manuals must be provided; electronic format is mandatory.
- 6.3. ***Phase 3: Software Testing and Refinement***
 - 6.3.1. The City will provide Software feedback, and when the City agrees that the Solution is ready to be deployed and configured in all environments, the City will indicate such in writing to the Contractor.
 - 6.3.2. Contractor shall provide on-site staff for Software Go-Live to assist City staff and troubleshoot as required.
 - 6.3.3. The Contractor shall demonstrate that the Software meets all requirements as stated in this Scope of Services.
 - 6.3.4. Contractor shall prepare a test plan for each set of requirements to demonstrate that they are included and implemented in the Software.
 - 6.3.5. Contractor shall provide guidance to the City during completion of the test plan to ensure that it is done in accordance with Contractor-provided training and documentation.
 - 6.3.6. Following testing, the City and Contractor shall prepare a punch list of items required to properly complete Software configuration and implementation.
 - 6.3.7. Each Party (the City and the Contractor) shall complete the punch list items per a mutually agreed upon schedule.
- 6.4. ***Phase 4: Develop/Implement First Workflow and Form***
 - 6.4.1. The City will identify one (1) workflow and one (1) form that the Contractor shall implement as part of demonstrating the Solution and training users with its capabilities.

- 6.4.2. Contractor shall organize workshops, meetings, and discovery sessions as required to conduct a workflow business assessment and provide a workflow business process map to the City for review and approval.
- 6.4.3. Contractor shall implement the sample workflow and form and walk through the implementation steps/workflow process to the City's project team members.
- 6.4.4. The City will determine if the implementation/execution of the first workflow and form meets the requirements as outlined in Exhibit A-5, Features and Functionality Requirements, and the Business Process Map.
- 6.4.5. Based on feedback provided by the City, the Contractor may be required to make additional refinements.

6.5. *Phase 5: First Workflow Testing and Refinement*

- 6.5.1. The City will provide first workflow feedback, and when the City agrees that the workflow is ready to be deployed and configured in a production environment, the City will indicate such in writing to the Contractor.
- 6.5.2. Contractor shall provide on-site staff for workflow Go-Live to assist City staff and troubleshoot as required.
- 6.5.3. The Contractor shall demonstrate that the workflow meets all requirements as stated in this Scope of Services (Exhibits A-1 to A-5, Exhibit F, and Exhibit G) and the Business Process Map.
- 6.5.4. Contractor shall prepare a test plan for each set of requirements to demonstrate that they are included and implemented in the workflow.
- 6.5.5. Contractor shall provide guidance to the City during completion of the test plan to ensure that it is done in accordance with Contractor-provided training and documentation.
- 6.5.6. Following testing, the City and Contractor shall prepare a punch list of items required to properly complete workflow configuration and implementation.
- 6.5.7. Each Party (the City and the Contractor) shall complete the punch list items per a mutually agreed upon schedule.

6.6. *Phase 6: Workflow Go Live and Acceptance*

Once Contractor has provided administration access and the workflow is live, both Parties will execute a Final System Acceptance Certificate (Exhibit A-4) to memorialize System acceptance.

7 TECHNICAL SUPPORT AND MAINTENANCE

- 7.1. See Exhibits F and G attached herein.

**EXHIBIT A-2
PRICE LIST**

One-Time Implementation Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Total Not to Exceed
1. Phase 1: Planning and Analysis	\$ 2,446					\$2,446
2. Phase 2: Training	\$5,320					5,320
3. Phase 3: Software Testing and Refinement	\$2,446					2,446
4. Phase 4: Develop/Implement First Workflow and Form	\$24,035					24,035
5. Phase 5: First Workflow Testing and Refinement	\$4,893					4,893
6. Phase 6: Workflow Go Live and Full Acceptance	\$9,785					9,785
7. Year 1 Software Subscription - Unlimited Users (City Staff and Public) - Digital Signature Solution: SimpliSign - Technical Support and Maintenance	\$53,000					53,000
8. MAXIMUM COMPENSATION (Initial Term)						\$101,925
Ongoing Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Total Not to Exceed
9. Ongoing Annual Software Subscription - Unlimited Users Internally and Externally - Digital Signature Solution: SimpliSign - Technical Support and Maintenance		\$53,000	\$53,000	\$53,000	\$53,000	\$212,000
10. Workflow Cost - Year 1 – Up to 5 Workflows (Already included in Annual Software Subscription Cost for Initial Term) - Year 2 - Up to 25 Workflows - Year 3 - Up to 50 Workflows - Year 4 - Up to 100 Workflows - Year 5 - Up to 200 Workflows		57,000	94,000	132,000	182,000	465,000
11. MAXIMUM COMPENSATION (Option Years)		\$110,000	\$147,000	\$185,000	\$235,000	\$677,000

EXHIBIT A-3 PRELIMINARY PROJECT IMPLEMENTATION SCHEDULE

Implementation of this project will proceed in accordance with the Preliminary Project Implementation Schedule set forth below in Table A1, except as may be modified into a Final Project Implementation Schedule that is approved by the City during project initiation, and shall reflect tasks in the appropriate order with estimated dates and based on elapsed time as approved by the City. The Final Project Implementation Schedule will become the governing project schedule incorporated into the Agreement. The Project Implementation Schedule is based upon work being accomplished Monday through Friday during normal business hours (defined as 8:00am to 5:00pm Pacific Time), with the exception of City holidays.

Table A1: Preliminary Project Implementation Schedule

Task ID	Task Name	Start	Finish	Assigned to
1	Planning and Analysis			
1.1	Provision Customers Instances	4/20/2020	4/20/2020	SG OPS
1.2	SimpliGov Workflow Automation Platform Provisioning Statement provided to Customer	4/20/2020	4/20/2020	SG PM
1.3	Identify Project Stakeholders & Agree Project Roles & Responsibilities	4/20/2020	4/20/2020	SG PM
1.4	Create initial Project Plan	4/20/2020	4/20/2020	SG PM
1.5	Obtain existing documentation	4/20/2020	4/20/2020	SG PM
1.6	DELIVERABLE 6.1: Project Kickoff Meeting with Executive Sponsor & Customer Project Team	4/21/2020	4/21/2020	SG PM
1.7	Roles & Responsibilities Matrix Signed off on by Customer	4/23/2020	5/1/2020	CSJ PM
2	Training			
2.1	Identify Training Participants	5/1/2020	5/1/2020	CSJ PM
2.2	Schedule Training Sessions	5/1/2020	5/1/2020	SG TL
2.3	Conduct Power User Training	5/4/2020	5/8/2020	SG TL
2.3	DELIVERABLE 6.2: Training Signoff from Customer	5/8/2020	5/8/2020	CSJ PM
3	Software Testing and Refinement			
3.1	Identify testers	5/1/2020	5/1/2020	CSJ PM
3.2	Prepare Test Plan	5/4/2020	5/8/2020	SG QA
3.3	Signoff from Customer on Test Plan	5/8/2020	5/8/2020	CSJ PM
3.4	Setup Testers (SimpliGov)	5/1/2020	5/1/2020	SG PM
3.5	Communicate Tenant URL and Instructions	4/21/2020	4/21/2020	
3.6	Testing	5/11/2020	5/15/2020	CSJ UAT
3.7	Validate and resolve issues identified during Platform Testing	5/12/2020	5/22/2020	SG WF
3.8	DELIVERABLE 6.3: Platform Approval Signoff from Customer	5/22/2020	5/22/2020	CSJ PM
4	Develop/Implement First Workflow & Form			
4.01	Business Requirements Gathering Session #1 (In Person)	5/4/2020	5/8/2020	SG PM
4.02	Business Requirements Gathering Session #2 (In Person)	5/4/2020	5/8/2020	SG PM
4.03	Business Requirements Gathering Session #3 (In Person)	5/4/2020	5/8/2020	SG PM
4.04	Integration Scoping - definition of what attributes are to be passed from SG to other platforms and the triggering event	5/11/2020	5/15/2020	SG PM
4.05	Integration Scoping - definition of what data/attributes will be passed back to SimpliGov	5/11/2020	5/15/2020	SG PM
4.06	Custom Reports Scoping Session	5/14/2020	5/15/2020	SG PM
4.07	Finalize Scope and Objectives	5/18/2020	5/20/2020	SG PM
4.08	Create Business Requirements Document including Technical Specifications	5/21/2020	5/22/2020	SG PM
4.09	Re-Baseline Project Schedule	5/22/2020	5/22/2020	SG PM
4.1	Revise Business Requirements Document including Technical Specifications	5/25/2020	5/25/2020	SG PM
4.11	DELIVERABLE 6.2: Validate & Approve Business Process Map	5/26/2020	5/27/2020	CSJ PM
4.12	Create Workflow/Form	5/14/2020	5/27/2020	SG WF
4.13	Configure API JSON Structure	6/1/2020	6/1/2020	SG WF
4.14	Test API JSON Structure (SimpliGov to Platform)	6/1/2020	6/1/2020	SG WF
4.15	Test API JSON Structure (Platform to SimpliGov)	6/1/2020	6/1/2020	SG WF
4.16	Other Integration Testing (API access to Documents)	6/2/2020	6/2/2020	SG WF
4.17	Custom Reports Configuration	6/2/2020	6/2/2020	SG WF
4.18	Review of Custom Reports with CJS Team and Stakeholders	6/3/2020	6/3/2020	SG WF
4.19	Implement Form Configuration/Modifications	6/5/2020	6/9/2020	SG WF
4.20	Secondary Form Review with CJS Team	6/9/2020	6/9/2020	SG WF
4.21	Implement Final Configuration/Modifications	6/10/2020	6/11/2020	SG WF
4.22	Final Form Review with CJS Team	6/11/2020	6/11/2020	SG WF
4.23	Configure Active Directory	6/12/2020	6/12/2020	SG WF
4.24	SimpliGov to provide sp.xml file to CJS	6/12/2020	6/12/2020	SG WF
4.25	CJS to provide ldap.xml file to SimpliGov	6/12/2020	6/12/2020	SG WF
4.26	Client side (CJS) setup	6/12/2020	6/12/2020	CSJ DEV
4.27	SimpliGov to configure environments using CSJ ldap file	6/12/2020	6/12/2020	SG DEV
4.28	Testing of AD integration	6/12/2020	6/12/2020	SG DEV
4.29	DELIVERABLE 6.4: Final review of draft working versions of first workflow	6/15/2020	6/15/2020	SG WF
4.30	Create Generic Grid Configurations to create pinned workflow dashboard filters for users to access	6/15/2020	6/15/2020	SG WF
5.1	First Workflow Testing and Refinement			
5.13	Manual Workflow Testing	6/16/2020	6/16/2020	SG QA
5.14	Validate Workflow Build against Business Requirements	6/17/2020	6/17/2020	SG QA
5.16	API Integration Testing	6/17/2020	6/17/2020	SG OPS
5.17	Other Integration Testing	6/17/2020	6/17/2020	SG OPS
5.18	Resolve issues identified by internal testing	6/22/2020	6/22/2020	SG WF
5.19	Re-test using Manual and Automated Testing Methods	6/23/2020	6/23/2020	SG QA
5.20	Internal Testing Signoff from SimpliGov PM	6/23/2020	6/23/2020	SG PM
5.21	Identify UAT testers	6/23/2020	6/23/2020	CSJ PM
5.22	Prepare UAT Test Plan	6/23/2020	6/23/2020	SG QA
5.23	Signoff from Customer on UAT Test Plan	6/24/2020	6/24/2020	CSJ PM
5.24	Setup UAT Testers (SimpliGov)	6/24/2020	6/24/2020	SG PM
5.25	Communicate Tenant URL and Instructions	6/24/2020	6/24/2020	
5.26	UAT	6/25/2020	7/3/2020	CSJ UAT
5.27	Validate and resolve issues identified during UAT Testing	6/25/2020	7/3/2020	SG WF
5.28	DELIVERABLE 6.5 UAT Approval Signoff from Customer	7/3/2020	7/10/2020	CSJ PM
6	Workflow Go Live and Full Acceptance			
6.1	Create Production Release & Support Plan	7/23/2020	7/23/2020	SG PM
6.2	Production Release & Support Plan Signoff from Customer	7/24/2020	7/24/2020	CSJ PM
6.3	Complete Go Live Checklist	7/24/2020	7/24/2020	SG WF
6.4	DELIVERABLE 6.6: Final System Acceptance	7/27/2020	7/27/2020	SG OPS
6.5	Workflow optimizations & minor changes post deployment (to be scoped by SG PM at time of request)	7/28/2020	7/31/2020	SG WF

**EXHIBIT A-4
FINAL SYSTEM ACCEPTANCE CERTIFICATE**

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final System Acceptance Certificate for that Phase.

FINAL SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: City of San José (“City”)

Project Name: Business Process Automation Platform

This Final System Acceptance Certificate memorializes the occurrence of Final System Acceptance.

Contractor and the City acknowledge that:

- 1 Contractor has delivered the System, Software, Services, and documentation promised under this Agreement.
- 2 The System is accepted, and all punch list items generated during testing have been complete.
- 3 By acknowledging the Final Acceptance of the System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of San José (“City”)

SimpliGov LLC (“Contractor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A-5

FEATURES AND FUNCTIONALITY REQUIREMENTS

BUSINESS PROCESS AUTOMATION PLATFORM
RFP 18-19-06

Form 6 - Features and Functionality Questionnaire

Proposer Company Name: SimpliGov LLC				
Instructions:				
Vendor must complete the entire Questionnaire and include it in their Technical Proposal pursuant to Section 9.6.3 of the RFP.				
Importance				
Features and Functionality are categorized by importance and include Mandatory , Highly Preferred , and Preferred and will be weighted accordingly.				
Capability				
Proposers should select (from the dropdown (the appropriate Capability category (Off the Shelf/Configurable by the City, Configurable by Vendor, Available with Customization, or Not Available). Line items indicated as "Not Available" will result in disqualification if it is a Mandatory Function/Feature. Line items left blank will be assumed as "Not Available."				
Importance:				
Capability:				
Off the Shelf / Configurable by City	The feature or functionality is provided "off the shelf" or "out-of-the box" or is fully configurable by the City with no modification to the source code or Vendor involvement required.			
Configurable by Vendor	The feature or functionality requires no modification to the source code, but must be configured by the Vendor.			
Available with Customization	A modification to the software or additional programming is required to provide this feature or functionality. In the comments section, provide a description of how much work the modification(s) will entail and if it will require additional cost.			
Not Available	This functionality is not available in the Proposed Solution.			
#	Importance	Features / Functionality	Capability (drop down selection)	Comments / Clarifications
Form Creation				
1	Mandatory	The vendor's platform provides development environment that allows users, with minimal or no coding experience, to easily and quickly automate workflows and business processes.	Off the Shelf / Configurable by the City	
2	Mandatory	Drag and Drop Form Designer - It should support both novice users (very simplified and straight forward) and power users who want to be able to customize based on their specific needs.	Off the Shelf / Configurable by the City	
3	Mandatory	Empower End User Computing - The EPA platform should be business friendly, involves little to no coding, and lets users build and manage their own processes. IT should be able to own the platform, maintain administration, and control access to it without spending too much effort and/or time in administering and maintaining it.	Off the Shelf / Configurable by the City	
4	Highly Preferred	Provide an array of customizable templates that users can use to create forms for business processes.	Off the Shelf / Configurable by the City	
5	Highly Preferred	HTML, CSS, JavaScript support	Off the Shelf / Configurable by the City	We provide HTML and CSS support off the shelf. Web forms may be configured with HTML form fields and designers may configure styles within the Designer directly or through CSS files applied to the workflow. For security reason, we do not allow for custom JavaScript in the workflow template to be embedded into forms and/or workflow templates.
6	Mandatory	Business Process Modeling Notation - The BPA platform should support BPAN flow chart method. It should visually depict a detailed sequence of business activities and information flows needed to complete a process.	Off the Shelf / Configurable by the City	
7	Highly Preferred	Ability to export to PDF file format.	Off the Shelf / Configurable by the City	SimpliGov provides the ability to export content captured on our HTML forms to a PDF by mapping the form fields to the target PDF file. In addition to this, SimpliGov provides a document creation capability called Document Builder that enables administrator to design/create document templates that incorporate data captured from our HTML forms. The document template is then utilized to generate a professional output document in a PDF file format.
8	Mandatory	Designate "required" fields so that incomplete forms won't be submitted.	Off the Shelf / Configurable by the City	Form designers can fully configure which form fields are "required" fields, preventing end users from submitting a form unless all required fields are populated with appropriate information.
9	Mandatory	Provide version control for form templates and created forms.	Off the Shelf / Configurable by the City	
10	Mandatory	Ability to support In-Form calculated fields and conditional logic.	Off the Shelf / Configurable by the City	
Reporting				

**BUSINESS PROCESS S AUTOMATION PLATFORM
RFP 18-19-06**

Form 6 - Features and Functionality Questionnaire

11	Mandatory	Reports and Analytics - The BPA tool should offer ready-to-use process stats and process metrics. The reporting on form data should be powerful and customizable. One should be able to generate reports that tell you: > The average time it takes to complete individual step and entire items > A snapshot of all open items > How often an item is rejected or rerouted	Configurable by Vendor	SimpliGov provides analytic capabilities. As each workflow process may have unique metrics and benchmarks that may be tracked there is some professional services effort required to gather requirements for analytics required and build custom analytics dashboards. A Workflow Dashboard of form data and statuses for in-flight and completed workflow records is also available and may be configured by users to specify columns, sorting, and filters. Workflow Dashboard configurations may be saved and exported to .XLSX (Excel).
12	Mandatory	Allows users to view progress of a business process in real-time and enabling them to manage tasks within the process.	Off the Shelf / Configurable by the City	
13	Highly Preferred	Audit trail with transaction logging	Off the Shelf / Configurable by the City	
System				
14	Mandatory	The System should have a web portal available for system administrators, process designers, form designers, and end users.	Off the Shelf / Configurable by the City	
15	Mandatory	The Web Portal and Feature Interface should return consistent and easy to use customer and user experience.	Off the Shelf / Configurable by the City	
System Access				
16	Mandatory	Administrators shall have the ability to manage preferences, settings, and languages for users and groups.	Off the Shelf / Configurable by the City	Configurable for most features but SimpliGov is localized for the English language. Customers can, however, create forms and workflows in any language desired, all configured within the Form/Workflow Designer.
17	Mandatory	Support for external user sign-on and role based access.	Off the Shelf / Configurable by the City	
18	Mandatory	Powerful Administrator Features - The in-house administrator should be able to administer and edit the processes without having to rely on technical support all the time.	Off the Shelf / Configurable by the City	
19	Mandatory	Single Sign-On (SSO) - This is a mandatory feature that allows users to login with one set of credentials across multiple software platforms; Integration with Active Directory.	Off the Shelf / Configurable by the City	
20	Mandatory	Setup and Maintenance: > The setup, configuration, and deployment of the solution should be seamless and easy. > The IT team should be able to manage and maintain the solution with minimal amount of training.	Off the Shelf / Configurable by the City	
User Interface				
21	Mandatory	Mobile Support - The BPA system should support and offer complete functionality for mobile users on both iOS and Android platforms.	Off the Shelf / Configurable by the City	
22	Mandatory	Ability to search for all artifacts, forms, workflows etc.	Off the Shelf / Configurable by the City	
23	Mandatory	Support for modern versions of the browser(s).	Off the Shelf / Configurable by the City	
Performance				
24	Mandatory	The solution should be able to scale as the user base grows over a period of time. Some of the forms could potentially be used by more than a million residents of the City.	Off the Shelf / Configurable by the City	The SimpliGov platform is a cloud-based, SaaS (Software as a Service) offering that can scale to support customer growth.
25	Mandatory	Process Performance Metrics - This tool should help calculate timely benchmark expectations and help identify issues with a process and make meaningful decisions to improve ineffective and inefficient processes in the workflow. It should help identify whether the problem is a result of the process and/or process execution.	Configurable by Vendor	SimpliGov can provide analytics capabilities which can be used to set KPIs on business processes, allowing business process owners to take meaningful actions based on data generated by the system.
Workflows / Electronic Signatures				
26	Mandatory	Support for electronic signature(s), electronic approval(s), and digital signature(s).	Off the Shelf / Configurable by the City	Electronic approvals may be collected using web forms assigned to approvers. Electronic signatures may be collected on a web form or on a document. Signatures on a document may be sent to signers using Adobe Sign, DocuSign, and SecureSign. SimpliGov also has its own proprietary signing technology, SimpliSign, which is secured by the GlobalSign certificate authority.
27	Mandatory	Ability to create custom workflows aligned with business objectives.	Off the Shelf / Configurable by the City	The SimpliGov platform provides administrators with the ability to configure workflow that align with the customer's business objectives.

**BUSINESS PROCESS S AUTOMATION PLATFORM
RFP 18-19-06**

Form 6 - Features and Functionality Questionnaire

28	Mandatory	Deploy and manage workflows with professional administration tools.	Off the Shelf / Configurable by the City	
29	Mandatory	A library in which to keep previously used or designed workflows for future use or to use parts of for future custom workflows.	Off the Shelf / Configurable by the City	The Business Automation module stores a library of both published and unpublished workflow templates which designers may easily clone or export. Certain workflow elements, such as data sources and documents, may be stored in separate libraries to allow designers to use those resources across multiple workflow templates.
30	Mandatory	Provide version control for workflow templates and created workflows.	Off the Shelf / Configurable by the City	
31	Mandatory	Automate workflows by routing documents to the correct individuals for adding content and approval.	Off the Shelf / Configurable by the City	
32	Mandatory	Alerts and Notifications: Program in-app and email notifications for approval milestones or actions.	Off the Shelf / Configurable by the City	
33	Mandatory	Built-in workflow status.	Off the Shelf / Configurable by the City	
34	Mandatory	Easily see process health metrics that you assign.	Off the Shelf / Configurable by the City	Health metrics can be seen via Analytics or through dashboard statuses, progress bars, etc.
35	Mandatory	Enable simultaneous review and approval by routing electronic forms to multiple users.	Off the Shelf / Configurable by the City	
36	Mandatory	The system needs ability to track comments as part of the workflow, but external to the created artifacts and forms.	Off the Shelf / Configurable by the City	
37	Mandatory	Enforce workflow compliance.	Off the Shelf / Configurable by the City	
38	Mandatory	Automatically flag optimization areas.	Off the Shelf / Configurable by the City	
39	Mandatory	Ability to scale and easily modify based on future process needs.	Off the Shelf / Configurable by the City	
Security				
40	Mandatory	Role-Based Access Control - The EPA system should protect the most important information. Ability to make every field editable, read-only, or completely hidden. the following are examples of where the function would be used for: > To restrict the access of a certain section of your form only to certain people. > To give access of a specific section to an entire group without entering all their names. > So certain fields to display only based on the data shown in other fields. > To achieve all the above across various stages or steps in the business process.	Off the Shelf / Configurable by the City	
41	Mandatory	Ability to hide certain fields in the form(s) for certain users and groups.	Off the Shelf / Configurable by the City	
42	Mandatory	The vendor is expected to meet NIST Security Controls and Assessment Procedures for Federal Information Systems and Organizations (see NIST Special Publication 800-53 (Rev. 4)).	Off the Shelf / Configurable by the City	
43	Mandatory	The vendor cloud environment must meet or exceed SSAE 16-SOC 2 compliance.	Off the Shelf / Configurable by the City	
44	Mandatory	The data has to be protected at all times. The vendor should provide guarantees that no data loss or data leakage to third parties occurs.	Off the Shelf / Configurable by the City	
System Integration				
45	Mandatory	Easily share data with other systems.	Off the Shelf / Configurable by the City	

**BUSINESS PROCESS S AUTOMATION PLATFORM
RFP 18-19-06**

Form 6 - Features and Functionality Questionnaire

46	Mandatory	Bi-directional API support for SharePoint.	Off the Shelf / Configurable by the City	Communication between SharePoint and SimpliGov is achieved through the use of External API and REST API functionality. This assumes that there are available API endpoints on the SharePoint system for this bi-directional integration.
47	Highly Preferred	Bi-directional API support for Salesforce.	Off the Shelf / Configurable by the City	SimpliGov provides a branded integration with Salesforce that is available for all customers.
48	Preferred	PeopleSoft support.	Off the Shelf / Configurable by the City	PeopleSoft integration achieved through User Management and REST API endpoints.
49	Mandatory	Direct API support: REST, SOAP, Web Services etc.	Off the Shelf / Configurable by the City	
50	Mandatory	ECM support for SharePoint as an endpoint repository for all documents created within a workflow.	Off the Shelf / Configurable by the City	SimpliGov's external API functionality will allow pushing of resources from SimpliGov to SharePoint. This assumes that there are available API endpoints on the SharePoint system for integration.
51	Mandatory	The solution should have native support for e-signature(s) and e-approval(s).	Off the Shelf / Configurable by the City	
52	Highly Preferred	Integration with the City's Electronic Travel and Expense Solution	Off the Shelf / Configurable by the City	Can be configured by Platform Super Admins / Workflow Designers assuming that the City's Electronic Travel and Expense Solution has an accessible API endpoint. External API integrations used within a workflow template allow for data to be pushed to and pulled from external systems.
53	Mandatory	The field attributes in the forms need to be stored in the backend system, where they can be easily searched	Off the Shelf / Configurable by the City	All data is stored in backend databases, which feed the search capabilities in the platform.
54	Mandatory	The vendor should act as "prime" for a digital signature solution provider and have it integrated into the BPA platform to provide support for digital signature(s). Please indicate which solutions and the specific vendors that your BPA solution supports.	Off the Shelf / Configurable by the City	SimpliGov provides support for Adobe Sign, DocuSign, and SecureSign. Furthermore, SimpliGov has its own proprietary signing technology, SimpliSign, which is secured by the GlobalSign certificate authority.
Miscellaneous				
55	Preferred	Support for data encryption.	Off the Shelf / Configurable by the City	
56	Highly Preferred	Customized Branding: Provides tools for inserting brand logos, colors, and other proprietary content.	Off the Shelf / Configurable by the City	
57	Mandatory	All the data should be stored in a relational database that is located in the United States.	Off the Shelf / Configurable by the City	The SimpliGov platform runs in the Azure Government Cloud. All data is hosted in Azure Government data centers in Arizona and Texas.
58	Highly Preferred	Ability to create documents from forms for business processes and provides a wide array of customizable templates.	Off the Shelf / Configurable by the City	

EXHIBIT B COMPENSATION

1 Compensation and Payment Terms

- 1.1 The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Hundred One Thousand Nine Hundred Twenty-Five Dollars (\$101,925)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.
- 1.2 Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.
- 1.3 Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2 Project Performance and Payment Schedule

- 2.1 Work shall commence within two weeks of Agreement execution. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.
- 2.2 Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.
- 2.3 Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.
- 2.4 Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable Subscription, Hosting, Technical Support, and Maintenance fees beginning on the date of final acceptance. City shall prepay a year in advance for Subscription, Hosting, Technical Support, and Maintenance services provided under the Agreement. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination, excluding third party software.

2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Payment Schedule

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Cost
Implementation			
Phase 1 - Planning and Analysis	Completion of Deliverables Specified in Exhibit A-1, Section 6.1	May 21, 2020	\$2,446
Phase 2- Training	Completion of Deliverables Specified in Exhibit A-1, Section 6.2	May 8, 2020	5,320
Phase 3: Software Testing and Refinement	Completion of Deliverables Specified in Exhibit A-1, Section 6.3	May 22, 2020	2,446
Phase 4: Develop/Implement First Workflow and Form	Completion of Deliverables Specified in Exhibit A-1, Section 6.4. Includes integration with PeopleSoft, Salesforce, Active Directory, and SharePoint as required.	June 15, 2020	24,035
Phase 5: First Workflow Testing and Refinement	Completion of Deliverables Specified in Exhibit A-1, Section 6.5	July 10, 2020	4,893
Phase 6: Go Live and Full Acceptance	Completion of Deliverables Specified in Exhibit A-1, Section 6.6	July 27, 2020	9,785*
Implementation Subtotal			\$48,925
Annual Software Subscription and 5 Workflows (Initial Term – Year 1)	After Platform Approval Signoff from Customer as Specified in Exhibit A-1, Section 6.3.		53,000
Subscription Subtotal			\$53,000
MAXIMUM COMPENSATION (INITIAL TERM)			\$101,925

All amounts stated above are in United States Currency.

*The signed Final System Acceptance Certificate (Exhibit A-4) triggers final payment of implementation.

3 Renewal Period Compensation

3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 (“Options to Extend”) at the rates specified for Ongoing Costs in Table B2 below:

Table B2: Ongoing Costs (Option Periods)

Ongoing Costs	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)
Ongoing Annual Software Subscription Includes: <ul style="list-style-type: none"> • Unlimited Users Internally and Externally • Unlimited Electronic and Digital Signatures at no additional cost through SimpliSign • Unlimited Technical Support and Maintenance 	\$53,000	\$53,000	\$53,000	\$53,000
Workflow Cost: <ul style="list-style-type: none"> • Year 2 - Up to 25 Workflows • Year 3 - Up to 50 Workflows • Year 4 - Up to 100 Workflow • Year 5 - Up to 200 Workflows 	57,000	94,000	132,000	182,000
MAXIMUM COMPENSATION (Option Periods)	\$110,000	\$147,000	\$185,000	\$235,000

3.2 Price Renegotiation. Ongoing costs in Table B2 above are fixed for each option renewal. Contractor may request adjustments to the supplemental service rates in Section 4.2 below sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any requested increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase more than the Producer Price Index (PPI) over the previous year’s fees, unless otherwise negotiated.

3.3 In the event that City wishes to publish more than the number of workflows purchased in the current year it may do so by purchasing an add-on subscription pro-rated for the remainder of the then current term. The price shall be calculated as follows:

Additional Workflows Above Annual Paid Amount	Additional Workflows Cost Per Month (EA)
Initial Term (Year 1)	\$238
Option 1 (Year 2)	\$174
Option 2 (Year 3)	\$116
Option 3 (Year 4)	\$78
Option 4 (Year 5)	\$78

3.4 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term. The City’s Director of Finance or designee is authorized to exercise options on behalf of the City.

4 Additional Services

4.1 In the event the City requires additional professional services directly related to the Business Process Automation Solution, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete requested work.

4.2 Supplemental professional service rates shall not exceed the following:

Supplemental Services	Hourly Rate
Project Management	\$190
Integration Services	\$190
Custom Feature Development	\$190
Training	\$190
Custom Report Writing	\$190

- 4.3 The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with and not exceed the agreed-upon supplemental service rates in Section 4.2 above and must be good for at least ninety (90) days.
- 4.4 Quotes must be approved by the City through an executed Change Order prior to any work being performed.

EXHIBIT C INSURANCE REQUIREMENTS

Contractor, at Contractor’s sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors or suppliers.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City’s Risk Manager.

Type of Insurance	Minimum Limit
<p>1 Commercial General Liability The coverage provided by Insurance Services Office “occurrence” form CG 0001, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations.</p>	<p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.</p>
<p>2 Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage.</p>
<p>3 Workers’ Compensation and Employer Liability As required by the Labor Code of the State of California.</p>	
<p>4 Professional Liability/Errors and Omissions Including coverages for negligent acts, errors or omissions arising from professional services provided under this contract, with any deductible not to exceed \$25,000 per claim.</p>	<p>Not less than \$1,000,000 each claim and annual aggregate.</p>
<p>5 Cyber and Technology Errors and Omission Cyber and Technology Errors and Omissions Technology/Professional Liability insurance and data protection liability insurance covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering services provided under this agreement as well as all Contractor costs, including damages it is obligated to pay Client or any third party, which are associated with any Security Breach (as hereafter defined) or loss of Personal Data, regardless of cause (including, without limitation, Contractor negligence or gross negligence and unlawful third party acts). Costs to be covered by this insurance policy shall include without limitation: (a) costs to notify individuals whose Personal Data was lost or compromised; (b) costs to provide credit monitoring and credit restoration services to individuals whose Personal Data was lost or compromised; (c) costs associated with third party claims arising from the Security Breach or loss of Personal Data, including litigation</p>	<p>Not less than \$1,000,000 each occurrence.</p>

costs and settlement costs; and (d) any investigation, enforcement or similar miscellaneous costs. For the purposes of this Section, "Security Breach" means (1) the failure by the Contractor to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Contractor of: (a) Personal Data in any format or (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Contractor's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data.

This may be met through a standalone policy or included as a component in a Commercial General Liability Policy – only if the higher limits are available to pay for losses.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- b. Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.

- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.
2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José – Finance Department
Risk and Insurance
200 East Santa Clara St., 14th Floor
San José, CA 95113-1905

VI. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT D
CHANGE ORDER FORM**

CHANGE ORDER #

Pursuant to Section 7 of the Agreement for the Business Process Automation Platform between _____ (“Contractor”) and the City of San José (“City”), the Agreement is hereby amended as follows:

(The following language is provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

TOTAL	
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2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

TOTAL	
--------------	--

3. Exhibit is hereby amended to read as set forth in the Revised Exhibit which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

	Total Cost of Change	
	Total Credit of Change	
	Previous Amendments and/or Change Orders	
	Original Contract	

<p>ACCEPTANCE</p> <p>Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.</p> <p>Contractor</p> <p>_____</p> <p style="text-align: right;">Date</p>	<p>APPROVED AS TO FORM</p> <p>_____</p> <p>Name Title</p> <p>City of San José</p> <p>_____</p> <p>Name Title</p> <p style="text-align: right;">Date</p>
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EXHIBIT E
NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section ____ of the Agreement referenced above, the City of San José (“City”) hereby exercises its option to extend the term under the following provisions:

OPTION NO.	
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OPTION TERM

Begin date:	
End date:	

CHANGES IN RATE OF COMPENSATION

Percentage change in CPI upon which adjustment is based:	
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Pursuant to Section ___ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for Option Term:	
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For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the maximum compensation set forth above for Contractor’s services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San José hereby certifies that an unexpended appropriation and that funds are available for the option term specified above.

<p>CITY OF SAN JOSÉ a municipal corporation</p> <p>By _____ Name: _____ Title: _____ Date: _____</p>

EXHIBIT F

TECHNICAL SUPPORT SERVICES GUIDELINES

1. **Liaison(s).** Client will appoint a technical liaison(s) or Department Administrator(s) to communicate with SimpliGov with respect to the resolution of technical problems (the “**Liaison**”), who shall complete reasonable training with SimpliGov to enable the Liaison to train users and correct problems caused by user error, assist users with the resolution of known issues, and obtain sufficient information from user’s to adequately report problems to SimpliGov. Client may change such liaison from time to time at reasonable intervals upon written notice to SimpliGov and completion of applicable training by the successor Liaison. SimpliGov will not be obligated to respond or provide technical support to any person other than the designated liaison.
2. **Technical Support Hours and Methods.** SimpliGov shall use commercially reasonable efforts to provide email, phone and technical support portal updates to Client’s Liaison during regular business hours, M-F 9 a.m. to 5 p.m. Pacific Time. Problems may be reported any time, however, SimpliGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time) to problems that are not classified as Priority 1/ASAP. Access to online resources including the ability to raise support questions or issues via the SimpliGov Technical Support portal shall be available 24 hours per day, 7 days per week.
3. **Holidays.** SimpliGov observes the following holidays: New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.
4. **Priority.** Upon receiving a call or request, SimpliGov will classify and prioritize the problem according to the following criteria (it being understood that in the event that SimpliGov completes a workaround that relegates the applicable problem to a lower priority level, the service levels applicable to that lower priority level will apply going forward):

Priority	Description	Response Time	Target Resolution Time
Priority 1/ - ASAP	The issue renders the mission critical real-time processing features and functionalities of the SimpliGov Automation Platform Services completely unavailable, unresponsive, or inoperable, and there is no workaround.	4 business hours	1 business day
Priority 1	Process cannot complete and there is no workaround, but the condition does not interrupt all functions of the SimpliGov Automation Platform Services.	1 business day	10 business days
Priority 2	Process cannot complete, but there is a workaround that allows Client to use the SimpliGov Automation Platform Services.	2 business days	15 business days

Priority 3	This priority addresses “cosmetic” type calls with no financial or processing impact.	5 business days	One month
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- 5. Client Responsibilities.** During the Subscription Term, Client shall: (i) provide supervision, control and management of the use of the SimpliGov Automation Platform Services; (ii) document and promptly report all errors or malfunctions; and (iii) take all steps reasonably necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SimpliGov.

EXHIBIT G SERVICE LEVEL AGREEMENT

1. Scheduled Downtime. When needed, SimpliGov will schedule downtime for routine maintenance or system upgrades (“**Scheduled Downtime**”) for the Service. SimpliGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. SimpliGov will use commercially reasonable efforts to notify Client’s designated contact at least one calendar week prior to the occurrence of Scheduled Downtime.

2. Uptime Commitment.

A. The Services will be accessible 98% of the time, 7 days per week, and 24 hours per day (“**Uptime Commitment**”), as calculated over a calendar month. Uptime Commitment shall not apply to, and SimpliGov will not be responsible for, any downtime which: 1) lasts less than 15 minutes; 2) results from Scheduled Downtime; 3) results from the failure of communication or telephone access service or other outside service or equipment or software not the fault of SimpliGov, including without limitation general network outages; 4) is caused by a third party not under SimpliGov’s control; 5) is a result of causes beyond the reasonable control of SimpliGov; or 6) results from failures of the system or the Client API Kit.

B. If SimpliGov fails to meet its Uptime Commitment in any given month, Client’s sole remedy and SimpliGov’s entire liability will be for SimpliGov to credit Client’s account with “Service Level Credits”, to be applied against Client’s next billing period as follows:

No. of Hours Below Uptime Commitment	Service Level Credits
1 hours to 2 hours	1 day prorated monthly Subscription Fees
> 2 hours to 24 hours	3 days prorated monthly Subscription Fees

1) To receive a Service Level Credit, Client must submit a written request for a Service Level Credit to Client’s designated account manager or the SimpliGov support team. To be eligible, the request must (i) include the dates and times of each incident of downtime experienced by Client in the preceding month; and (ii) be received by SimpliGov within ten business days after the end of the billing cycle in which the downtime occurred.

2) Upon receipt of a Service Level Credit request in compliance with the above requirements, SimpliGov shall have 30 days to review the request and to validate the information provided. If SimpliGov determines in good faith that the Services failed to meet the Uptime Commitment as alleged in such a request, then SimpliGov will apply such Service Level Credits to Client’s immediately succeeding billing period. Client’s failure to comply with the provisions of Section 2.B.1 above will disqualify it from receiving a Service Level Credit.