



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 23, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a Transportation Growth Management (TGM) Grant
to update the Pedestrian and Bicycle Master Plans

Purpose	Approval to apply for a TGM Grant to update the Pedestrian and Bicycle Master Plans.
Dollar Amount and Fiscal Impact	\$200,000 in grant funds will be requested. Matching funds in the amount of \$24,000 (12%) will be provided in the form of in-kind staff time.
Funding Source	TGM grant funds and in-kind staff time match funded by the Clackamas County Road Fund.
Duration	Grant award announcement would occur no later than November 2020. If grant is awarded, project would begin in Summer of 2021 and be complete no later than Fall 2022.
Previous Board Action	No previous action.
Strategic Plan Alignment	This item aligns with the stated policy perspectives of: <ul style="list-style-type: none"> • Carbon Neutrality, including developing and implementing a Climate Action Plan • Healthy and Active Lifestyle, guiding housing, transportation, and land use policies and decisions
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: Item is a grant
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533

BACKGROUND:

This project will simultaneously update the Pedestrian and Bicycle Master Plans that were both last updated in 2003. The goal of the project to establish a comprehensive long-term vision for improving walking and biking as a mode of transportation in Clackamas County. The end result will be a document that guides and equitably prioritizes future biking and walking transportation investments and active transportation policy in Clackamas County for the next 20 years. The consolidated plan will serve as the pedestrian and bicycle elements of the Transportation System Plan, which is Chapter 5 of the Comprehensive Plan. Maintaining up-to-date pedestrian and bicycle transportation plans is required by Oregon state law and statewide planning Goal 12: Transportation. The grant applications is due on July 31, 2020.

RECOMMENDATION:

Staff respectfully recommends the adoption of attached Resolution of Support for the Transportation and Growth Management (TGM) grant application to update the Clackamas County Pedestrian and Bicycle Master Plans and requests the BCC sign the attached letter of support.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approval to Apply
and Resolution of Support for the
Transportation and Growth
Management (TGM) Grant to update
the Clackamas County Pedestrian
and Bicycle Master Plans



Resolution No. _____

Page 1 of 2

WHEREAS, the TGM Grant Program, administered by the Oregon Department of Transportation and Department of Land Conservation and Development, provides funds to help local governments develop land use and transportation plans; and

WHEREAS, *Performance Clackamas*, the Clackamas County Strategic Plan, was updated in January 2020; and

WHEREAS, the Board of County Commissioners emphasized the importance of planning safe and healthy communities in *Performance Clackamas* by including a policy perspective to guide transportation decision making: *Healthy and Active Lifestyle, guiding housing, transportation and land use policies*; and

WHEREAS, since the Pedestrian and Bicycle Plans were last updated in 2003, project priorities, policy perspectives, technologies, design standards and public engagement methods have changed; and

WHEREAS, the Oregon Transportation Planning Rule (Oregon Administrative Rule 660-012-000) requires cities and counties to develop balanced, multimodal systems and to include bicycle and pedestrian plan elements in Transportation System Plans; and

WHEREAS, the purpose of the Clackamas County Pedestrian and Bicycle Plan update project is to establish a long-term active transportation vision that prioritizes bicycle and pedestrian investments through an equity framework and health lens; and.

WHEREAS, the TGM Program requires Board of County Commissioners approval in the form of a board resolution and letter of support.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Approval to Apply
and Resolution of Support for the
Transportation and Growth
Management (TGM) Grant to update
the Clackamas County Pedestrian
and Bicycle Master Plans



Resolution No. _____

Page 2 of 2

**NOW THEREFORE, the Clackamas County Board of Commissioners do
hereby order/resolve**

that the Clackamas County Board of Commissioners grant approval to apply
and submit a letter of support for the TGM Application for an update to the
Clackamas County Pedestrian and Bicycle Plans.

Dated this _____ day of _____, 2020

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

July 23, 2020

Mr. Glen Bolen
Transportation and Growth Management Program
ODOT Region 1
123 NW Flanders Street
Portland, OR 97209

RE: TGM Grant Application: Clackamas County Pedestrian and Bicycle Plan Update

Dear Mr. Bolen:

The Clackamas County Board of County Commissioners (BCC) supports the Transportation and Growth Management (TGM) Grant application to update the Clackamas County Pedestrian and Bicycle Master Plans.

The BCC has placed a greater emphasis on healthy, active communities with the 2020 update of the County's strategic plan, *Performance Clackamas* and the addition of two *Policy Perspectives* or "lenses" to be applied to future decisions: "Carbon Neutrality" and "Healthy and Active Lifestyle, guiding housing, transportation and land use policies and decisions." This project will establish a long-term vision for pedestrian and bicycle transportation in Clackamas County and is need now to comply with *Performance Clackamas* policies.

The project will have a multiple benefits, including prioritizing pedestrian and bicycle infrastructure and programmatic investments; creating a network of "slow neighborhood streets" signed at 20 mph and planning for new mobility options such as electric bikes and "last mile" options. A critical element is to assure the process is equitable and inclusive and develop a plan which serves everyone in our community. Therefore, we support deploying an "equity lens" throughout the planning process and inclusive, innovative engagement strategies to seek guidance from historically underserved communities.

The BCC supports the submittal of the TGM grant application in the amount of \$200,000 and further commits the County to provide \$24,000 (12%) in-kind staff time match for the project. Please see the attached resolution supporting the Department of Transportation and Development grant application for funding to update the Pedestrian and Bicycle Master Plans. We strongly encourage funding for this important and needed project.

Sincerely,

Jim Bernard, Chair
Clackamas County Board of Commissioners

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: _____
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): _____
Requestor Contact Information: _____
Department Fiscal Representative: _____
Program Name or Number (please specify): _____
Brief Description of Project:

Name of Funding (Granting) Agency: _____

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant	Non-Competing Grant	Other	Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____			Announcement/Opportunity #: _____
Announcement Date: _____			Max Award Value: _____
Grant Category/Title: _____			Match Requirement: _____
Allows Indirect/Rate: _____			Other Deadlines: _____
Application Deadline: _____			Other Deadline Description: _____
Grant Start Date: _____			<div style="border: 1px solid black; height: 20px;"></div>
Grant End Date: _____			Program Income Requirement: _____
Completed By: _____			
Pre-Application Meeting Schedule: _____			

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

2. What, if any, are the community partners who might be better suited to perform this work?

3. What are the objectives of this grant? How will we meet these objectives?

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Collaboration

1. List County departments that will collaborate on this award, if any.

Reporting Requirements

1. What are the program reporting requirements for this grant?

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

3. What are the fiscal reporting requirements for this grant?

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

2. Are other revenue sources required? Have they already been secured?


3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?


4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?


Program Approval:

Name (Typed/Printed)	Date	Signature
** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR **		
ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.		

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR or ELECTED OFFICIAL (or designee, if applicable)		
Dan Johnson	06/19/20	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Avolve Software Corp. Software as a Service Agreement /
Procurement of Software Services from SHI International Corp.**

Purpose/Outcomes	Approval of a purchase of Avolve Software for electronic permitting and plans review through a cooperative agreement from SHI International Corporation.
Dollar Amount and Fiscal Impact	Contract total value of \$978,092.85. \$315,624.21 will be paid out of the current fiscal year for the implementation costs and the first year of services. The rest of the total is broken out over each of the next four fiscal years for the annual service fee.
Funding Source	DTD's Building Codes Division and Engineering Development Review team will be integrating the software first, with the contract amount allocated to both funding entities based upon system users. The funds to support this software are from fees for service (permitting, application and plans review fees). No general funds are used for this contract. These funds are accounted for in our approved FY20-21 budget.
Duration	Total duration of five (5) years.
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Land Use and Development line of business is to provide planning, property information and permitting services so all in the County can experience a safe, thriving and well-planned community, make informed decisions, invest and develop property. Electronic permitting and plans review allows us to fulfill this purpose, especially with the constraints of the coronavirus pandemic. Additionally, it is a departmental key result to have electronic plans review in place by 2021. <i>How does this item align with the County's Performance Clackamas goals?</i> Ensuring community members can develop land and structures, and have access to permitting services, aligns with the Performance Clackamas strategic priority of growing a vibrant economy. This is seen in the fact that each year the work of DTD Development Services results in 6.7 million square feet constructed, which adds \$675 million of improvements to Clackamas County.

Counsel Review	County Counsel reviewed and approved this document on July 14, 2020.
Contact Person	Cheryl Bell, DTD Assistant Director - Development 503-742-4721

BACKGROUND:

As part of our Land Use and Permitting line of business, the Department of Transportation and Development (DTD) serves as the permitting authority for unincorporated Clackamas County, and several cities (by intergovernmental agreement). Annually, this work involves more than 350,000 customer interactions, and the processing of more than 32,000 development related permits, which results in over 6 million square feet constructed at a constructed improvements value of \$675 million.

For facilitating these transactions, the department has relied on paper submittals, which can be challenging with seven internal workgroups that may need to review a permit submittal, and a variety of outside service districts that also need to review and approve the proposal. Prior to the onset of the pandemic, the service model required the customer to facilitate our process by driving to County offices, and walking through up to seven work areas to submit their plans.

With the onset of COVID-19, DTD Land Use and Permitting rapidly deployed a digital submittal solution, but this process was created as an interim measure, and is not designed for the long term. Being unsure of how long restrictions on public groupings will be in place, and with the understanding that once our customers become accustomed to submitting digitally it will be difficult to go back to paper submittals, DTD is requesting to contract with Avolve Software using a cooperative agreement to purchase an electronic plans review platform (e-plans). This software solution includes an online submittal portal (OAS), a plans review module (ProjectDox), and a document viewer system (PlansAnywhere).

This e-plans platform will be the vehicle to establish sustained electronic plans review for our department, and will allow us to maintain the integrated service model established for our customers during COVID-19 using temporary digital submittal measures. The Avolve product provides improved tools for both our customers and our staff;

- An online submittal portal that allows customers to submit payments and upload drawings;
- The ability to invite multiple agencies and reviewers to a project without them having to purchase software or licenses;
- Workflows that are accessible to all project invitees and shows real-time comments and status;
- Secure cloud servers for storing and managing documents; and,
- A field solution for inspection staff to review, use, and mark up approved plans.

The platform will be a SaaS (cloud) hosted solution, and this approach has been reviewed and approved by the county’s Technology Services Department.

The plan is to transition the Building Codes and Engineering Development Review teams over to the integrated solution first, and then additional work groups will make the transition once the software solution has been deployed. The contract amount will be allocated to both funding entities based upon system users, and is accounted for in our approved FY20-21 budget.

PROCUREMENT PROCESS:

On April 06, 2020, a Procurement Request was submitted to the Procurement Office for Avolve Software. After some initial research it was determined that the requested software could be purchased off of the SHI International Corp. Omnia Partners Cooperative Contract #2018011-02. A Notification of Intent to Purchase off of said Cooperative Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on May 21, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed Agreement with Avolve Software Corporation and have come to a tentative agreement.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the attached Software as a Service Agreement, with Avolve Software Corporation and, to complete the transaction, authorize the Procurement Office to execute a Purchase Order to SHI International Corp and any other needed instruments in order to complete the full five (5) year term.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director

Placed on the Agenda of _____ by Procurement and Contract Services



AVOLVE SOFTWARE CORPORATION

Software as a Service Agreement

This agreement ("Agreement") is made this July 23, 2020 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and Clackamas County ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.
 - a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
 - b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-

current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in its sole discretion, increase the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (xi) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.
- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
 - 1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 - 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://docs.microsoft.com/en-us/partner-center/agreements>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement), (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at

<https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission Of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

- I. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.
 - m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.
2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement. Avolve agrees to preserve the confidentiality, integrity and accessibility of Customer data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Avolve or open source support.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. If a Data Security Breach is directly due to Avolve's breach of this Agreement, the cost of any notices sent under (vi), as well as any other damages, fines and

corrective actions (including credit monitoring services) shall be the responsibility of Avolve. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term “Data Security Breach” shall mean any of the following occurring in connection with Customer Data in connection with Customer’s and its Users’ authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use (provided that Avolve has provided at least thirty days prior written notice) when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. “Customer Data” refers to the data provided by the Customer that resides in the Customer’s Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor’s hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer’s right to use the Avolve SAAS Solution for any reason other than Customer’s uncured material breach within the first thirty (30) calendar days following termination or expiration, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After return of Customer’s data, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve’s audit shall be paid by Customer if the audit results indicate usage in excess of the



authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. Statements of Work. From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. Fees.
 - a. Implementation SOW and Additional Storage Fees. The Software Sales Order includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Software Sales Order, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
 - b. Other SOWs. Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
 - c. General Terms. Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due forty five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net forty-five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer may terminate this Contract for the following reasons: (i) for convenience upon thirty (30) days written notice to Avolve, (ii) at any time Customer fails to receive funding, appropriations, or other expenditure authority as solely determined by Customer; or (iii) if Avolve is declared insolvent. Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. Taxes. Reserved
3. Term. Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such

notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.

4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement. If, after the first year, sufficient funds are not provided in future approved budgets of the Customer (or from applicable federal, state, or other sources) to permit the Customer, in exercise of its sole administrative discretion, to continue to perform under this Agreement, or if the program for which this Agreement was executed is abolished, Customer may terminate this Agreement after the first anniversary, without further liability by giving Avolve not less than (30) days' notice. Such termination shall take effect at the end of the Term year where such notice was provided.
5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable,

Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

- b. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. To the maximum extent permitted by law, and except for direct damages and expenses associated with Avolve's obligations to indemnify Customer pursuant to Sections C(7)(a) and E(6), in no event shall either party's aggregate liability to the other party for any claims arising out of or in any way related to this Agreement exceed \$2,000,000 USD. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting



services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

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

If to Avolve:
Mr. Jay Mayne
CFO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:
Dan Johnson
Director, Transportation & Development
Clackamas County
DTD Administration – MS1
150 Beaver Creek Road
Oregon City, OR 97045

- 10. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder. No other terms or conditions, whether from Avolve or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.
- 11. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
- 12. Assignment. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
- 13. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve’s exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker’s compensation insurance.
- 14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

SECTION D. Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW.

SECTION E. GOVERNMENT ADDITIONAL TERMS

- 1. Required Insurance. Avolve shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Avolve shall provide proof of said insurance and name the Customer as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County



Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<p>Required - Workers Compensation: Avolve shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.</p>
<p><input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.</p>
<p><input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.</p>
<p><input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00</p>

The insurance described in this section shall not be cancelled or materially changed by Avolve without Avolve providing at least sixty (60) days written notice to the Customer. This policy(s) shall be primary insurance as respects to the Customer. Any insurance or self-insurance maintained by the Customer shall be excess and shall not contribute to it. Any obligation that Customer agree to a waiver of subrogation is hereby stricken.

2. Debt Limitation. The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
3. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Avolve shall, to the extent applicable:
 - a. Make payments promptly, as due, to all persons supplying to Avolve labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Avolve or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the Customer on account of any labor or material furnished. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - d. As applicable, Avolve shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Avolve shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling the Customer to terminate this Agreement for cause.
4. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Customer and Avolve that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

5. Compliance. Each of County and Avolve shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to their respective responsibilities under this Agreement. Avolve and County shall each comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This may include, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973 (as to the County only); (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein. For the avoidance of any doubt, the County is solely responsible for determining what, if any, accommodations must be made by County to the County's deployment of the Avolve SAAS Solution for that deployment to be in accordance with the County's legal obligations, including but not limited to compliance with the Rehabilitation Act of 1973 and Americans with Disabilities act of 1990.
6. Tax Compliance. Avolve represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle the Customer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.
7. Indemnification. Avolve agrees to indemnify, hold harmless and defend the Customer and the entities identified in section R of this Agreement, their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or real or tangible personal property solely to the extent caused by the errors, omissions, fault or negligence of Avolve or Avolve's employees or agents. Any obligation of the Customer to indemnify, hold harmless and defend Avolve, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only with respect to claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Customer or the Customer's employee or agents. The indemnity set forth herein is subject to the notice, cooperation and control obligations set forth in Section C(7)(a) of this Agreement.
8. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.
9. Records. Avolve shall maintain all accounting records relating to this Agreement according to GAAP and any other records relating to Avolve's performance ("Records") for six (6) years from termination or as otherwise required. Avolve shall grant Customer, the federal government, and their duly authorized representatives reasonable access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.



10. **Subcontractors.** Avolve shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
11. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
12. **Waiver.** The failure of either Customer or Avolve to enforce any provision of this Agreement shall not constitute a waiver by Customer or Avolve of that or any other provision.
13. **Notices.** Except as otherwise provided in this Agreement, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to Customer, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during Customer’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
14. **Cooperative Contract.** This software shall be purchased by Customer off of the Omnia Partners – IT Solutions Cooperative Contract # 2018011-02. All payments under this Agreement shall be made directly to SHI International Corp. The quotes for all future years of this agreement are hereby attached and incorporated by reference as Exhibit 3. A breakdown of the firm yearly pricing is listed below:

<u>Year</u>	<u>Quote Number</u>	<u>Not to Exceed Price</u>
Year 1 (Includes all implementation fees)	18783103	\$ 315,624.21
Year 2	18841875	\$ 162,431.87
Year 3	18841875	\$ 162,431.87
Year 4	18841960	\$ 166,636.69
Year 5	18842162	\$ 170,967.65
Total Contract Not To Exceed Amount		\$ 978,092.29

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

Jay S Mayne

Digitally signed by Jay S Mayne
DN: cn=Jay S Mayne, c=US, o=Avolve
Software Corporation,
email=jmayne@avolvesoftware.com
Date: 2020.07.14 09:51:23 -06'00'

By: _____

Name: Jay S Mayne

Title: CFO

Date: 7/14/2020

Clackamas County

By: _____

Name: _____

Title: _____

Date: _____

Recording Secretary

Date



**EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT**

Avolve’s current support process and service level commitments (“Support”) are defined below. Per agreement with the County of Clackamas, Attachment A further defines the Support Matrix for OAS/ProjectDox/PlansAnywhere.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours . Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any

Severity Level	Definition	Response Time	Resolution Commitment
			potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.</p>
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve’s support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the “Unsupported Issues”).

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/modification, policies and/or procedures.
- Problems caused by Customer’s custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer’s Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer’s network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer’s Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve’s then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer’s Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve’s providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve’s technical support personnel reasonable, remote access capabilities into Customer’s systems. Upon Avolve’s request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment



Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution Available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;
- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;



- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.



EXHIBIT 2 – Form of Implementation SOW



Electronic Document Management & Collaboration Solution

Clackamas County, OR
("Customer")
Proposed Statement of Work for OAS/ProjectDox/PlansAnywhere
March 25, 2020



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Installation** of a **Production and Test Environments** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with regard to **Two (2)** Best in Class plan review processes. The goal is to implement **Online Application Submission (OAS), ProjectDox and PlansAnywhere** and an **Advanced** permitting system integration with Accela Automation (AA) for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Installation

Offsite | Remote

Installation of a single environment (Test) for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **Software Acceptance Date**

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the County to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class workflow processes. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance Services may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for Accela includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed
 - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.



- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Offsite | Remote

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working OAS, ProjectDox and PlansAnywhere Application
 - Self-Service Application (SSA) Forms
 - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications and deploy into production.
 - 1 OAS Base Application Form
 - Forms design contains less than 75 fields
 - 1 OAS Advanced Application Forms
 - Form design contains < 75 fields with intelligent conditional entry/display
 - 1 Custom Application Forms
 - Form design contains between 75-150 fields with intelligent conditional entry/display
 - 1 Payment Processor to Elavon
 - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
 - 1 OAS Advanced Integration
 - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Base Validation
 - 1 Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
 - 2 OAS Advanced Validation
 - 2 Advanced Validation Widgets to allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system. Address Validation is scoped as one of these services.
 - 1 Basic Fee
 - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.
 - 2 ProjectDox Workflows (Building and Engineering)
 - Advanced Integration (Accela)
 - PlansAnywhere deployment and training up to 20 users

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any



identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

1 Person | Onsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **60** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Pilot (TES-PILOT) and Community Outreach (TES-OUT). These sessions are targeted for the design community. The Pilot course allows for hands-on training for up to 10 identified applicants and the Community Outreach session is geared as a demonstration/lecture course to be provided to a large audience to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales
 - PGK-PDOX 4 TRN: ProjectDox Tier 4 Training
 - TES-OAS
 - TES-PA-TRA: PlansAnywhere - Group Training

Launch/Project Close Out

1 Person | Onsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5 business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a project change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within seven (7) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the



Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.
4. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 698 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
8. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.



9. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
10. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
11. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.
12. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
13. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
14. All training classes unless otherwise noted are limited to 12 persons maximum per class

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$18,000.00 and will be invoiced to customer only as incurred.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

SHI International Corp will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

PRICING

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
SaaS ProjectDox and OAS	SAAS-P.E	<p>Avolve Hosting Security Compliance Includes:</p> <ul style="list-style-type: none"> • SOC 2 Audited • SSAE 18 • 100% Network Uptime • 99.9% Hardware Uptime <p>Includes:</p> <p>ProjectDox Software Subscription</p> <ul style="list-style-type: none"> - BIC Workflow - Permit Integration <p>OAS Software Subscription</p> <ul style="list-style-type: none"> - 1 BIC OAS Form - OAS DB Table for Permit Population - OAS BIC Payment Processing Gateway <p>Includes File and Database Storage:</p> <p>Production Environment</p> <ul style="list-style-type: none"> • 1024 GBs primary file storage • 50 GBs primary DB storage • 1280 GBs file backup -Site 1 • 1280 GBs file backup -Site 2 • 55 GBs DB backup -Site 1 • 55 GBs DB backup -Site 2 • 300 GBs 5min DB Tlogs backup for 7d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 2 <p>Test Environment</p> <ul style="list-style-type: none"> • 512 GBs primary file & DB storage • 640 GBs file & DB backup for Site 1 • 640 GBs file & DB backup for Site 2 <p>For Additional Storage: Contact Account Executive</p> <p>Production Environment Security Restrictions:</p> <ul style="list-style-type: none"> • No direct OS and hardware configuration • No direct custom SSRS report creation • Project Creator Service installed on customer site for 3rd party integration • No VPN access 	12	\$11,300.00	\$135,600.00

Entry Capacity OAS & ProjectDox SaaS License	SAAS-T.E	<p>Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 25 concurrent users and approximately 2,000 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support <p>Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request.</p> <p>Includes SSA for six base forms preconfigured.</p> <p>See Hardware Configuration section. Additional capacity requirements are available upon request.</p>	12	\$2,000.00	\$24,000.00
PlansAnywhere	SOFT-PALP	<p>PlansAnywhere License Pack</p> <ul style="list-style-type: none"> - Maximum of 20 users - 1 year - Internet Browser on Chrome, Safari, FireFox and Internet Explorer - iOS App - Admin Dashboard and Client 	2	\$7,680.00	\$15,360.00
PlansAnywhere	SUB-PA-FTM	File Transport Manager (FTM) Subscription	1	\$10,000.00	\$10,000.00
SaaS Yearly Price:					\$184,960.00
Avolve Subscription Discount					(\$22,528.13)
Avolve Subscription Total					\$162,431.87



PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Workflow	BIC Plus Workflow Setup	Package Includes: Account Orientation and Kickoff Documentation Installation Configuration Soft Launch System Acceptance Base Integration Services	1	\$30,600.00	\$30,600.00
ProjectDox Workflow	BIC Core Setup	Engineering Workflow	1	\$15,750.00	\$15,750.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services to be used on Engineering Workflow	.78	\$7,875.00	\$7,875.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services	1	\$10,125.00	\$10,125.00
Advanced ProjectDox Integration	PS-PF.AINT	Advanced Integration with ProjectFlow and Accela.	1	\$19,800.00	\$19,800.00
Professional Services Package for OAS	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.	\$4,275.00	\$4,275.00
Professional Services Package for OAS	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AINT	Advanced Integration for OAS to Permitting System	1	\$6,300.00	\$6,300.00
BIC Permit Processor Integration	PS-OAS.PP	Payment Processor to Elavon	1	\$9,000.00	\$9,000.00
Professional Services Package for OAS	PS-OAS.FCB	Fixed Fee Calculations for OAS	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.VW.A	Advanced OAS Widget	2	\$5,400.00	\$10,800.00
Professional Services Package for OAS	PS-OAS.VW.B	Base OAS Widget	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.P2eF	Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,350.00	\$1,350.00
Professional Services Package for OAS	PS-OAS.BeS	Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AeS	Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$5,400.00	\$5,400.00
PlansAnywhere Onboarding	PS-PA-ONBRD	PlansAnywhere/FTM Configuration			

		- Includes 20 hours of Setup - PlansAnywhere configuration - Does not include developer training or any migration & custom integration tasks - FTM setup and test	1	\$7,999.00	\$7,999.00
PlansAnywhere Training	TES-PA-TRA	PlansAnywhere Training up to 20 Users - 1 training session, scheduled, delivered online	1	\$1,200.00	\$1,200.00
Change Management	Unboxed Consulting	Change Management Engagement by Unboxed Consulting Includes: <ul style="list-style-type: none"> • Pre-visit survey sent to 3-5 key Clackamas personnel • 6 Hour On-Site Visit for Observation, Q&A, Discussion on Change Management • Delivery of Clackamas "Digital Readiness Report" • Discussion of Follow Up Items 		\$5,000.00	Included
				Professional Service Total:	\$144,874.00
				Professional Service Discount:	(21,731.10)
				Professional Service Total:	\$123,142.90

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Bundled Training	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 ProjectDox for Reviewers 1 ProjectDox for Coordinators 1 Introduction to Markup 1 System Administration Training 1 Project Administration Training 1 Community Training Package is limited to 12 Unique Users	1.00	\$13,050.00	\$13,050.00
ProjectDox Training	TES- INTRO	Introduction to ProjectDox (12)	3.00	\$1,125.00	\$3,375.00
ProjectDox Training	TES- MARK	Introduction to Markup	3.00	\$1,350.00	\$4,050.00
ProjectDox Training	TES-BICPR	ProjectDox Workflow Training for Reviewers	3.00	\$2,000.00	\$6,000.00
ProjectDox Training	TES-BICCOR	ProjectDox Workflow Training for Coordinators	1.00	\$2,000.00	\$2,000.00
ProjectDox Training	TES-PA	ProjectDox Administrator Training	1.00	\$1,575.00	\$1,575.00
				Training Sub-Total:	\$30,050.00

	Grand Total:	\$315,624.77
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Avolve Cloud Infrastructure

Hardware Configuration

Avolve Cloud server configuration is based on best practices from over 150 State and Local Government agency and implementation of Avolve product suite. The configuration below is based on estimated capacity requirements for your municipality. It is measured based on 4 types of capacity levels from various customers volume transactions and performance throughput of the systems. The capacity levels are based on the number of permits processed per year, concurrent users and system resources utilization for a 24x7 operation. Avolve continues to improve its Avolve Cloud experience through newer technology and benchmark testing, which could result to changes in the server configurations listed below.

Description	Production Environment	Test Environment	Development Environment
Web Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Application Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #1	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #2	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Database Server	<ul style="list-style-type: none"> • 8 CPUs • 16 GB RAM • 5000 IOPs 		

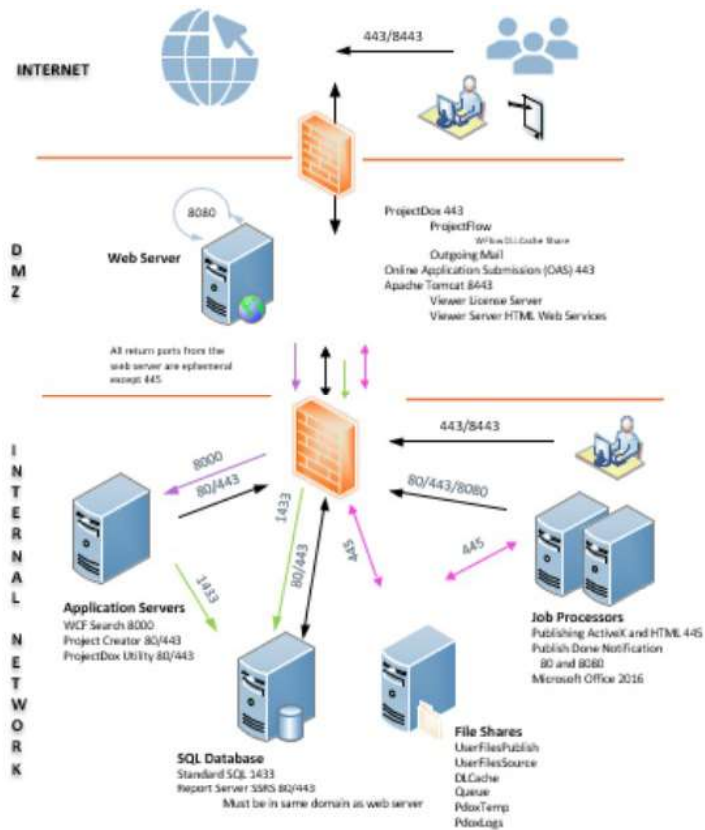
Description	Production Environment	Test Environment	Development Environment
	<ul style="list-style-type: none"> • 64 GB Premium SSD Drive #1 • 1 TB Premium SSD Drive #2 		
File Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 2300 IOPs • 100 GB Premium SSD Drive #1 • 500 GB Premium SSD Drive #2 • 500 GB Premium SSD Drive #3 		
Application and Job Processor Server		<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Database and File Server		<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 1100 IOPs • 64 GB Premium SSD Drive #1 • 256 GB Premium SSD Drive #2 	

Note: A required annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. At 100% storage utilization, additional storage is automatically added, and billing is initiated.

Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve Cloud customer is configured with a single tenant and single subscription in MS Azure. This means each customer consist of dedicated virtual servers and load balancers for their Production and Test environments. The County's files and data will be on separate virtual servers and databases for each environment. Avolve is working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features such as the elastic cloud, federated active directory, and Power BI. The customer will be informed of any changes to the infrastructure from Avolve or from Microsoft.



Backup and Disaster Recovery Configuration

Avolve Cloud Backup Process on MS Azure:

All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

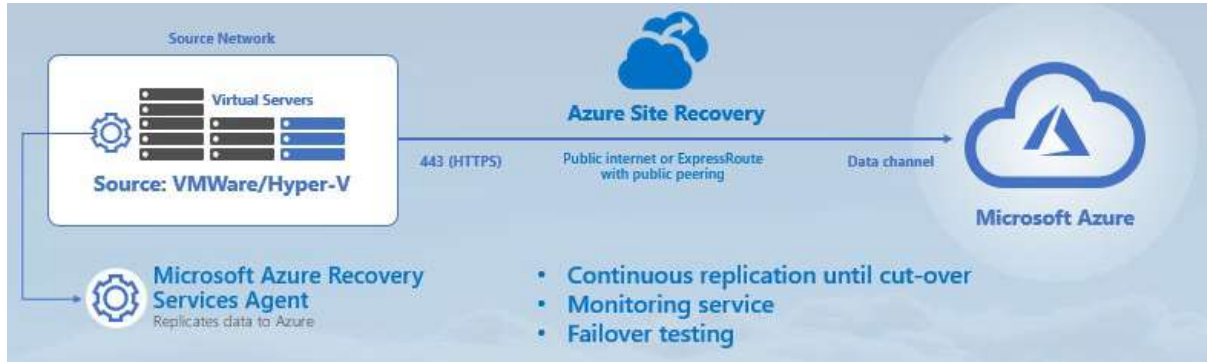
For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Cloud Disaster Recovery Services on MS Azure:

Avolve Cloud includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the VMWare servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee a 99.95% SLA on site recovery.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service. Through Azure Site Recovery services, Avolve can meet the RTO and RPO goals of 24-hour recovery.

Additional CPU, RAM, IOPs and Storage:

The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system. An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

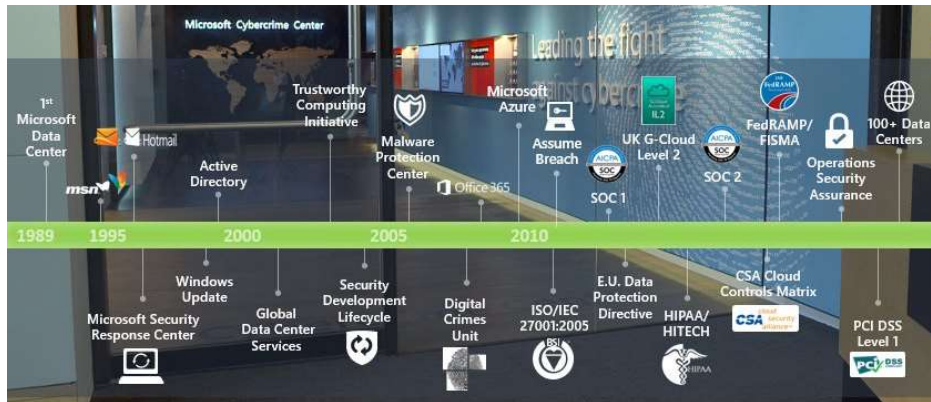
Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant

The deepest and most comprehensive compliance coverage in the industry

	Azure GovCloud	Azure DoD	Azure Commercial	
Global	<input checked="" type="checkbox"/> ISO 27001:2013 <input checked="" type="checkbox"/> ISO 27017:2015 <input checked="" type="checkbox"/> ISO 27018:2014	<input checked="" type="checkbox"/> ISO 22301:2012 <input checked="" type="checkbox"/> ISO 9001:2015 <input checked="" type="checkbox"/> ISO 20000-1:2011	<input checked="" type="checkbox"/> SOC 1 Type 2 <input checked="" type="checkbox"/> SOC 2 Type 2 <input checked="" type="checkbox"/> SOC 3	<input checked="" type="checkbox"/> CSA STAR Certification <input checked="" type="checkbox"/> CSA STAR Attestation <input checked="" type="checkbox"/> CSA STAR Self-Assessment
US Gov	<input checked="" type="checkbox"/> FedRAMP High <input checked="" type="checkbox"/> FedRAMP Moderate <input checked="" type="checkbox"/> EAR	<input checked="" type="checkbox"/> DoD DISA SRG Level 5 <input checked="" type="checkbox"/> DoD DISA SRG Level 4 <input checked="" type="checkbox"/> DoD DISA SRG Level 2 <input checked="" type="checkbox"/> DFARS	<input checked="" type="checkbox"/> DoE 10 CFR Part 810 <input checked="" type="checkbox"/> NIST SP 800-171 <input checked="" type="checkbox"/> NIST CSF <input checked="" type="checkbox"/> Section 508 VPATs	<input checked="" type="checkbox"/> FIPS 140-2 <input checked="" type="checkbox"/> ITAR <input checked="" type="checkbox"/> CJIS <input checked="" type="checkbox"/> IRS 1075

- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft \$1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.



- All incoming and outgoing traffic goes through Avolve Cloud Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:

Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Avolve Cloud infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced in the Avolve Cloud:

 - Customer will have no access to server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in Avolve Cloud will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
 - Custom report creation requires direct access to the Production database. For this reason, Avolve Cloud will only support access to a Test environment where the Production tables for reports can be exported.
 - Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Cloud Production environment infrastructure or software applications.

Managed Services Operations

Avolve Cloud ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve Cloud:

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
<p>Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues.</p> <ul style="list-style-type: none"> • Monitoring Data Points: <ul style="list-style-type: none"> ○ Up/Down Status ○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webservice Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits 	x	x	x	x	
<ul style="list-style-type: none"> • OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses or other issues. • Permission Control (group changes, file/folder permissions, Windows or Linux) 	x	x	x	x	

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
<ul style="list-style-type: none"> Optimize backend 					
<ul style="list-style-type: none"> Log File analysis Best-practices recommendations Other services as requested Regular reporting based on customer preference. VLAN creation/modification 					X
<ul style="list-style-type: none"> Cyber Security monitoring and automated alerts. Regular anti-virus scan and anti-virus removal Database Security 	X	X	X	X	
<ul style="list-style-type: none"> Scheduled data recovery, OS & VMware patches and any hardware replacements Critical OS patches and updates 					X
<ul style="list-style-type: none"> Backup automated services 	X	X	X	X	
<ul style="list-style-type: none"> 24x7 Infrastructure Support calls 	X	X	X	X	
Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions					
<ul style="list-style-type: none"> Application Specific Monitoring <ul style="list-style-type: none"> Monitor Web Server Connectivity Monitor Web Site Availability Monitor Web Site Page Responsiveness Monitor Application Specific Services Minimalizes Support Issues 	X	X	X	X	
<ul style="list-style-type: none"> Application Performance Reviews 	X				X
<ul style="list-style-type: none"> Database Performance Reviews 					
<ul style="list-style-type: none"> Application Administration Assistance 	X		X		
<ul style="list-style-type: none"> Scheduled Reports 	X				
<ul style="list-style-type: none"> System health checks 					X
<ul style="list-style-type: none"> Performance tuning <ul style="list-style-type: none"> ProjectDox DB Tuning and re-indexing (periodic) ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements Routine cleanup of the DLcache folder Restart of ProjectDox services and/or Servers during support or patches 					X
<ul style="list-style-type: none"> Online Support Tickets: Responding to application issues reported 	X		X		
<ul style="list-style-type: none"> Software minor patch updates for Support related issues 					X
<ul style="list-style-type: none"> Software resolution to fix a technical reported issue 					X
<ul style="list-style-type: none"> Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified 	X	X	X	X	X

EXHIBIT A: CHANGE REQUEST FORM


		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



EXHIBIT 3
SHI QUOTES

Pricing Proposal
Quotation #: 18763103
Created On: 4/21/2020
Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
121 Library Court
Accounts Payable
Oregon City, OR 97045
United States
Phone: 5037425449
Fax:
Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
290 Davidson Ave
Somerset NJ 08873
Phone: 1-800-477-8479
Fax: 1-800-477-8479
Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$119,083.82	\$119,083.82
2 Entry Capacity QAS & ProjectDox SaaS License Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$21,076.80	\$21,076.80
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$8,744.58	\$18,489.16
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,782.00	\$8,782.00
5 ProjectDox Workflow Avolve Software - Part#: BIC Plus Workflow Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$26,010.00	\$26,010.00
6 ProjectDox Workflow Avolve Software - Part#: BIC Core Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,387.50	\$13,387.50
7 ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: QTY 78	78	\$85.51	\$6,669.18

8	ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,606.25	\$8,606.25
9	Advanced ProjectDox Integration Avolve Software - Part#: PS-PF.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$16,830.00	\$16,830.00
10	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SUT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Setup Services: - System Setup Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1	\$3,633.75	\$3,633.75
11	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SSA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,060.00	\$3,060.00
12	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced Integration for OAS to Permitting System	1	\$5,355.00	\$5,355.00
13	BIC Permit Processor Integration Avolve Software - Part#: PS-OAS.PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$7,650.00	\$7,650.00
14	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.FCB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Fixed Fee Calculations for OAS	1	\$3,060.00	\$3,060.00
15	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced OAS Widget	2	\$4,590.00	\$9,180.00
16	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS Widget	1	\$3,060.00	\$3,060.00
17	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.P2eF Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,147.50	\$1,147.50
18	Professional Services Package for OAS	1	\$3,060.00	\$3,060.00

Avolve Software - Part#: PS-OAS.BeS
 Contract Name: Omnia Partners - IT Solutions
 Contract #: 2018011-02
 Note: Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display

19	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AeS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$4,590.00	\$4,590.00
20	PlansAnywhere Onboarding Avolve Software - Part#: PS-PA-ONBRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$6,799.15	\$6,799.15
21	PlansAnywhere Training Avolve Software - Part#: TES-PA-TRA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$1,020.00	\$1,020.00
22	Change Management Avolve Software - Part#: Unboxed Consulting Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
23	ProjectDox Bundled Training Avolve Software - Part#: PKG-PDOX.TRN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,050.00	\$13,050.00
24	ProjectDox Training Avolve Software - Part#: TES- INTRO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to ProjectDox (12)	3	\$1,125.00	\$3,375.00
25	ProjectDox Training Avolve Software - Part#: TES- MARK Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to Markup	3	\$1,350.00	\$4,050.00
26	ProjectDox Training Avolve Software - Part#: TES-BICPR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Reviewers	3	\$2,000.00	\$6,000.00
27	ProjectDox Training Avolve Software - Part#: TES-BICCOR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Coordinators	1	\$2,000.00	\$2,000.00
28	ProjectDox Training Avolve Software - Part#: TES-PA Contract Name: Omnia Partners - IT Solutions	1	\$1,575.00	\$1,575.00

Contract #: 2018011-02

Note: ProjectDox Administrator Training

Total \$315,624.21

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841875
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
 Phone: 5037425449
 Fax:
 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$162,431.87	\$162,431.87
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$162,431.87

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841980
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
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 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
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 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$166,636.69	\$166,636.69
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$166,636.69

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-2439576; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18842182
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
 121 Library Court
 Accounts Payable
 Oregon City, OR 97045
 United States
 Phone: 5037425449
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Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$170,967.65	\$170,967.65
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$170,967.65

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Avolve Software Corp. Software as a Service Agreement /
Procurement of Software Services from SHI International Corp.**

Purpose/Outcomes	Approval of a purchase of Avolve Software for electronic permitting and plans review through a cooperative agreement from SHI International Corporation.
Dollar Amount and Fiscal Impact	Contract total value of \$978,092.85. \$315,624.21 will be paid out of the current fiscal year for the implementation costs and the first year of services. The rest of the total is broken out over each of the next four fiscal years for the annual service fee.
Funding Source	DTD's Building Codes Division and Engineering Development Review team will be integrating the software first, with the contract amount allocated to both funding entities based upon system users. The funds to support this software are from fees for service (permitting, application and plans review fees). No general funds are used for this contract. These funds are accounted for in our approved FY20-21 budget.
Duration	Total duration of five (5) years.
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> <i>How does this item align with your Department's Strategic Business Plan goals?</i> A core purpose in the Land Use and Development line of business is to provide planning, property information and permitting services so all in the County can experience a safe, thriving and well-planned community, make informed decisions, invest and develop property. Electronic permitting and plans review allows us to fulfill this purpose, especially with the constraints of the coronavirus pandemic. Additionally, it is a departmental key result to have electronic plans review in place by 2021. <i>How does this item align with the County's Performance Clackamas goals?</i> Ensuring community members can develop land and structures, and have access to permitting services, aligns with the Performance Clackamas strategic priority of growing a vibrant economy. This is seen in the fact that each year the work of DTD Development Services results in 6.7 million square feet constructed, which adds \$675 million of improvements to Clackamas County.

Counsel Review	County Counsel reviewed and approved this document on July 14, 2020.
Contact Person	Cheryl Bell, DTD Assistant Director - Development 503-742-4721

BACKGROUND:

As part of our Land Use and Permitting line of business, the Department of Transportation and Development (DTD) serves as the permitting authority for unincorporated Clackamas County, and several cities (by intergovernmental agreement). Annually, this work involves more than 350,000 customer interactions, and the processing of more than 32,000 development related permits, which results in over 6 million square feet constructed at a constructed improvements value of \$675 million.

For facilitating these transactions, the department has relied on paper submittals, which can be challenging with seven internal workgroups that may need to review a permit submittal, and a variety of outside service districts that also need to review and approve the proposal. Prior to the onset of the pandemic, the service model required the customer to facilitate our process by driving to County offices, and walking through up to seven work areas to submit their plans.

With the onset of COVID-19, DTD Land Use and Permitting rapidly deployed a digital submittal solution, but this process was created as an interim measure, and is not designed for the long term. Being unsure of how long restrictions on public groupings will be in place, and with the understanding that once our customers become accustomed to submitting digitally it will be difficult to go back to paper submittals, DTD is requesting to contract with Avolve Software using a cooperative agreement to purchase an electronic plans review platform (e-plans). This software solution includes an online submittal portal (OAS), a plans review module (ProjectDox), and a document viewer system (PlansAnywhere).

This e-plans platform will be the vehicle to establish sustained electronic plans review for our department, and will allow us to maintain the integrated service model established for our customers during COVID-19 using temporary digital submittal measures. The Avolve product provides improved tools for both our customers and our staff;

- An online submittal portal that allows customers to submit payments and upload drawings;
- The ability to invite multiple agencies and reviewers to a project without them having to purchase software or licenses;
- Workflows that are accessible to all project invitees and shows real-time comments and status;
- Secure cloud servers for storing and managing documents; and,
- A field solution for inspection staff to review, use, and mark up approved plans.

The platform will be a SaaS (cloud) hosted solution, and this approach has been reviewed and approved by the county’s Technology Services Department.

The plan is to transition the Building Codes and Engineering Development Review teams over to the integrated solution first, and then additional work groups will make the transition once the software solution has been deployed. The contract amount will be allocated to both funding entities based upon system users, and is accounted for in our approved FY20-21 budget.

PROCUREMENT PROCESS:

On April 06, 2020, a Procurement Request was submitted to the Procurement Office for Avolve Software. After some initial research it was determined that the requested software could be purchased off of the SHI International Corp. Omnia Partners Cooperative Contract #2018011-02. A Notification of Intent to Purchase off of said Cooperative Contract was advertised in accordance with ORS 279B and LCRB Rule C-046-0440 on May 21, 2020. The County did not receive any comments during the seven (7) day protest period. Procurement and Counsel have negotiated the proposed Agreement with Avolve Software Corporation and have come to a tentative agreement.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the attached Software as a Service Agreement, with Avolve Software Corporation and, to complete the transaction, authorize the Procurement Office to execute a Purchase Order to SHI International Corp and any other needed instruments in order to complete the full five (5) year term.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director

Placed on the Agenda of _____ by Procurement and Contract Services



AVOLVE SOFTWARE CORPORATION Software as a Service Agreement

This agreement ("Agreement") is made this July 23, 2020 ("Effective Date") by and between Avolve Software Corporation, a Delaware corporation with offices at 4835 E. Cactus Road, Suite 420, Scottsdale, Arizona 85254, United States of America, ("Avolve" or "Services Provider") and Clackamas County ("Customer").

WHEREAS Avolve offers remotely hosted subscription, software-as-a-service access (on hardware owned or operated on behalf of Avolve by a third party hosting service provider such as Microsoft Corporation) to Avolve's software (collectively, such hosted electronic plan review and project information management, collaboration and review system, including all software applications, application program interfaces, modules, databases, hardware, infrastructure, documentation and system administration, management and monitoring activities that Avolve provides for the software shall be referred to herein as the "Avolve SAAS Solution");

WHEREAS Avolve provides professional services ("Professional Services") to assist customers with among other things, implementation of the Avolve SAAS Solution and training;

WHEREAS the Customer desires to purchase use rights for the Avolve SAAS Solution and related Professional Services (the "Initial Purchase") from Avolve and, pay for such purchases either directly or pursuant to an agreement between the Customer and a third party financing source reasonably acceptable to Avolve (the "Financing Company"); and

WHEREAS Avolve and Customer now desire to provide the terms and conditions under which Avolve will provide the Initial Purchase to Customer, as well provide the terms and conditions for the Customer to purchase other Professional Services from Avolve, with or without the assistance of Financing Company or another paying agent;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Avolve and Customer agree as follows.

SECTION A. – AVOLVE SAAS SOLUTION

1. Avolve SAAS Solution.
 - a. Use Rights. Subject to Customer's compliance with all the terms and conditions of this Agreement, Avolve grants to Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term ("Subscription Term") identified in the Implementation SOW (attached hereto as Exhibit 2) to permit Users to use the Avolve SAAS Solution identified in the Implementation SOW for Customer's internal business operations, solely for the specific Business Unit(s) as further set forth in the Implementation SOW. Should Customer desire to reorganize any such Business Unit, it shall provide Avolve written notice as soon as possible following the determination of reorganization, so that Avolve may review the planned reorganization to determine if it is consistent with the Business Unit limitation in this use rights grant and, if not, what additional fees will be required due to Customer's reorganization to include additional Business Units. As used in this Agreement, "User" means authorized Customer employees and third parties that require access to the Avolve SAAS Solution in connection with the Customer's internal business operations, such as the Customer's administrators, contractors, reviewers, and applicants. There may be different types/levels of Users for the Avolve SAAS Solution, such as administrator Users, if so identified in the Implementation SOW.
 - b. Storage. The Avolve SAAS Solution will include for the initial Subscription Term the amount of storage set forth in the Implementation SOW. Customer acknowledges that should Customer exceed the included storage limits after Avolve has sent notice to Customer in accordance with Avolve's then-

current standard storage limits and data backup practices (available upon request), additional charges will be incurred by Customer. Avolve shall invoice Customer for any such additional incurred charges, and Customer shall pay such invoices, in accordance with Section C of this Agreement. Avolve may, in its sole discretion, increase the amount of standard storage included at no additional charge with the Avolve SAAS Solution, with such modification to become effective upon the effective date of any renewal term provided that Avolve provides Customer written notice of such modification at least ninety days in advance of the expiration of the then-current Subscription Term.

- c. Restrictions on Use. Customer will not, and will ensure that its Users do not: (i) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, host or transmit in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, any part of Avolve SAAS Solution or any other Avolve materials; (ii) use the Avolve SAAS Solution or any other Avolve materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training); (iii) assign, sublicense, sell, lease, loan, resell, sublicense or otherwise distribute or transfer or convey the Avolve SAAS Solution or any other Avolve materials, or pledge as security or otherwise encumber Customer's rights under this Agreement; (iv) make any use of or perform any acts with respect to the Avolve SAAS Solution or any other Avolve materials other than as expressly permitted in accordance with the terms of this Agreement; or (v) use the Avolve SAAS Solution components other than those specifically identified in the Implementation SOW and then only as part of Avolve SAAS Solution as a whole, even if it is also technically possible for Customer to access other Avolve SAAS Solution components; or (vi) modify, further develop or create any derivative works of, disassemble, decompile, reverse engineer or otherwise attempt to obtain or perceive the source code from which any part of Avolve SAAS Solution is compiled or interpreted, or access or use Avolve SAAS Solution in order to build a similar or competitive product or service; (vii) allow use of the Avolve SAAS Solution or any other Avolve materials by anyone other than authorized Users; (viii) publish any results of benchmark tests run on Avolve SAAS Solution; (ix) unless otherwise expressly authorized in writing by Avolve, use the Avolve SAAS Solution in connection with any software product or tools, or any other software as a service not provided by Avolve; and (xi) input, upload, transmit or otherwise provide to or through Avolve SAAS Solution or any systems used by Avolve anything that is unlawful, injurious, or contains, transmits or activates any harmful code. Customer acknowledges that nothing herein will be construed to grant Customer any right to obtain or use the source code from which Avolve SAAS Solution is delivered. Customer shall not tamper with or attempt to disable any security device or protection used by Avolve SAAS Solution or any other Avolve materials, nor shall Customer damage, destroy, disrupt or otherwise impede or harm in any manner the Avolve SAAS Solution or any systems used by Avolve. Customer agrees to take all commercially reasonable steps to ensure that Users abide by the terms of this Agreement and, subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, expressly agrees to indemnify Avolve, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by Avolve arising from a breach by the User of the conditions of this Agreement.
- d. High-Risk Activities. The Avolve SAAS Solution is not fault-tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapons systems, in which the failure of the Avolve SAAS Solution or derived binaries could lead directly to death, personal injury, or severe physical or environmental damage. The Avolve SAAS Solution is also not designed or intended for use with Federal Tax Information (FTI) as defined in the Internal Revenue Service Publication 1075 (IRS 1075) or criminal justice information ("CJI"), such as fingerprint records and criminal histories. Customer shall not use the Avolve SAAS Solution for any of these high-risk activities, including without limitation transmitting, storing or otherwise processing any FTI or CJI with the Avolve SAAS Solution.

- e. Project Administrator. Customer agrees, if not already designed in the Implementation SOW, to promptly designate in writing one person to be the Customer's point person responsible for all communications with Avolve (the Customer's "Project Administrator"). The Project Administrator is responsible for project administration duties as documented in the Avolve systems guides, statements of work, and documentation (collectively, the "Documentation"), as provided for time to time by Avolve to Customer.
- f. Customer Connection. During the Term, the Customer is responsible for obtaining and maintaining connection to the Avolve SAAS Solution, including the Internet connection. Avolve shall not be responsible for any inadequacy or lack of functionality of Customer's connection to the Avolve SAAS Solution or the inability of the Customer's computer, telecommunications provider, or other equipment and capabilities to access or use the Avolve SAAS Solution.
- g. Third Party Service Providers and Components. Notwithstanding anything to the contrary in this Agreement or any other documents between Avolve and Customer, Customer acknowledges and agrees as follows.
 - 1. The Avolve SAAS Solution and its component parts are protected by copyright and other propriety rights of Avolve and one or more third party software vendors (including Oracle and Open Text Corporation ("OTC") (all such third party vendors, including without limitation Oracle and OTC, shall be referred to herein as "third party vendors" or "third party software vendors"). Customer may be held directly responsible by such third party vendors for acts relating to the Avolve SAAS Solution component parts that are not authorized by this Agreement. Customer's use of such third party software is limited to only in conjunction with Avolve SAAS Solution and Customer acknowledges that it is not allowed to modify such third party software or use it independent from Avolve SAAS Solution. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CUSTOMER WAIVES, AND WILL CAUSE ITS USERS TO WAIVE, ALL CLAIMS AND CAUSES OF ACTION AGAINST SUCH THIRD PARTY SOFTWARE VENDORS THAT ARISE UNDER THIS AGREEMENT.
 - 2. If Customer purchases from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, the terms and conditions for such cloud services as such may be updated by Microsoft Corporation from time to time, are found online on at <https://docs.microsoft.com/en-us/partner-center/agreements>. Customer should review the documents available on this website carefully to be sure that Customer reviews the appropriate customer agreement. If Customer has purchased Microsoft Cloud for US Government, review the customer agreement for Microsoft Cloud for US Government. If Customer is purchasing commercial access, the customer agreement for commercial access for the United States applies. Upon Customer's request, Avolve will provide Customer with assistance on finding and/or a copy of the appropriate Microsoft customer agreement. Customer acknowledges and agrees THAT (A) THE HOSTED SERVICES WILL BE PERFORMED SOLELY AND EXCLUSIVELY SUBJECT TO THE APPLICABLE MICROSOFT CORPORATION'S CUSTOMER AGREEMENT (the "Microsoft Customer Agreement), (B) THAT AVOLVE DOES NOT GUARANTY MICROSOFT CORPORATION'S OBLIGATIONS PURSUANT TO THE MICROSOFT CUSTOMER AGREEMENT, AND (C) NOR CAN AVOLVE GRANT ANY WARRANTIES OR ADDITIONAL TERMS TO THE CUSTOMER AS TO THE HOSTED SERVICES UNDER THIS AGREEMENT. THE HOSTED SERVICES ARE SOLELY GOVERNED BY THE MICROSOFT CUSTOMER AGREEMENT, TO WHICH AVOVLE IS NOT A PARTY. Microsoft Corporation makes certain service level commitments to its customers, which are available online in the Microsoft Corporation's SLAs at

<https://azure.microsoft.com/en-us/support/legal/sla/summary/>. If Customer desires to make a claim under the Microsoft Corporation SLAs, Customer shall submit the claim through Avolve. Avolve will escalate the claim to Microsoft Corporation for review. If Microsoft Corporation determines that a credit is due, Avolve will credit Customer the amount Microsoft Corporation has paid to Avolve for the SLA credit promptly after receiving the credit from Microsoft Corporation.

- h. Compatibility Updates. Avolve will make commercially reasonable efforts to update the Avolve SAAS Solution, if and as required, to cause it to operate under new versions or releases of current operating systems and internet browsers, within fifteen (15) months of general availability.
- i. Passwords, Access. Customer may designate and add Users and shall provide and assign unique passwords and user names to each authorized User pursuant to Avolve's then-current protocols. At Avolve's discretion, Users may be added either by Avolve or directly by Customer. Customer shall ensure that multiple Users do not share a password or user name. Customer further acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of its Users passwords and user names. Avolve will act as though any electronic communications it receives under such passwords, user names, and/or account numbers have been sent by Customer. Customer agrees to immediately notify Avolve if it becomes aware of any loss or theft or unauthorized use of any of passwords, user names, and/or account numbers. Customer agrees not to access Avolve Cloud by any means other than through the interfaces that are provided by Avolve.
- j. Transmission Of Data. Customer understands that the technical processing and transmission of Customer Data is necessary to use of the Avolve SAAS Solution, and consent to Avolve's interception and storage of Customer Data. Customer understands that its Users or Avolve may be transmitting Customer Data over the Internet, and over various networks, only part of which may be owned by Avolve. Avolve is not responsible for any portions of Customer Data that are lost, altered, intercepted or stored without authorization during the transmission of Customer Data across networks not owned by Avolve.
- k. Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Customer Data and the means by which it acquired Customer Data, (c) be responsible for cooperating and assisting Avolve as reasonably requested by Avolve to facilitate performance of its obligations and exercising of its rights under this Agreement, (d) use the Avolve SAAS Solution and any other materials provided by Avolve only in accordance with the Documentation and applicable laws and government regulations, including complying with all applicable legal requirements regarding privacy and data protection so as to not violate the intellectual property, privacy or any other rights of any third parties, and (e) use commercially reasonable efforts to prevent any security breach, including any unauthorized access to or use of the Avolve SAAS Solution. Should Customer become aware of any actual or threatened security breach, Customer shall promptly notify Avolve and take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Avolve SAAS Solution). Customer shall provide sufficient notice to, and obtain sufficient consent from, its Users and any other party providing personal data to Avolve and its suppliers (including the Microsoft Corporation) to permit the processing of data by Avolve and its supplier, and their respective affiliates, subsidiaries, and service providers solely to the extent such processing of data is expressly allowed for under this Agreement, including for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve solely to the extent Avolve is required to do so by law, or otherwise mutually agreed to in writing by the parties.

- I. Data Backup. The Avolve SAAS Solution is programmed to perform data backups of Customer Data stored within the Avolve SAAS Solution in accordance with Avolve's then-current standard storage limits and data backup practices (available upon request). Additional data backups may be purchased for an additional fee from Avolve and such additional data backup services shall be documented in an SOW pursuant to Section B of this Agreement. In the event of any loss, destruction, damage or corruption of Customer Data caused by Avolve or the Avolve SAAS Solution, Avolve, as its sole obligation and liability and as Customer's sole remedy, will use commercially reasonable efforts to restore Customer Data from Avolve's most current backup of Customer Data.

 - m. Ownership. Customer acknowledges and agrees that Avolve owns all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the Avolve SAAS Solution and any suggestions, enhancements requests, feedback, recommendations or other information provided by Customer or any of its Users related to the Avolve SAAS Solution. Customer's use rights to the Avolve SAAS Solution and the related materials supplied by Avolve pursuant to this Agreement are strictly limited to the right to use the proprietary rights in accordance with the terms of this Agreement. No right of ownership, expressed or implied, is granted under this Agreement.
2. Security. The security, privacy and data protection commitments set forth in this Agreement only apply to products and services provided by Avolve directly to Customer and do not include any products or services resold by Avolve hereunder, including any hosting services provided by Microsoft Corporation pursuant to the Customer's Microsoft Customer Agreement.
 - a. Security Program. Avolve has implemented and maintains an information security program that incorporates administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data provided by Customer and its Users to Avolve in accordance with this Agreement. Avolve agrees to preserve the confidentiality, integrity and accessibility of Customer data with administrative, technical and physical measures that conform to generally recognized industry standards, outlined above, and best practices. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by Avolve or open source support.
 - b. Annual Audit. Avolve will use commercially reasonable efforts to conduct an annual security audit of Avolve using an independent third party selected by Avolve. Upon the Customer's written request, a copy of the final report from any such audit shall be promptly provided the Customer. The Customer agrees that any such reports or other information provided to Customer concerning any audit shall be the Confidential Information of Avolve.
 - c. Security Breach. Avolve will notify Customer promptly and in no event later than one (1) business day following Avolve's discovery of a Data Security Breach (defined below) and shall (i) undertake a reasonable investigation of the reasons for and the circumstances surrounding such Data Security Breach and (ii) reasonably cooperate with Customer in connection with such investigation, including by providing Customer with an initial summary of the results of Avolve's investigation as soon as possible, but in all cases within two (2) business days after the date Avolve discovered or reasonably suspected a Data Security Breach, and then regular updates on the investigation as it progresses; (iii) not make any public announcements relating to such Data Security Breach without Customer's prior written approval, which shall not be unreasonably withheld; (iv) use commercially reasonable efforts to take all necessary and appropriate corrective action reasonably possible on Avolve's part designed to prevent a recurrence of such Data Security Breach; (v) collect and preserve evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Security Breach, which shall meet reasonable expectations of forensic admissibility; and (vi) if requested by Customer, provide notice to individuals or entities whose Confidential Information was or may have been affected in a manner and format specified by Customer. If a Data Security Breach is directly due to Avolve's breach of this Agreement, the cost of any notices sent under (vi), as well as any other damages, fines and

corrective actions (including credit monitoring services) shall be the responsibility of Avolve. In the event of any Data Security Breach is caused by Avolve, Customer shall have, in addition to all other rights and remedies available under this Agreement, law and equity, the right to terminate the Agreement upon thirty (30) days prior written notice. For purposes of this Agreement, the term “Data Security Breach” shall mean any of the following occurring in connection with Customer Data in connection with Customer’s and its Users’ authorized use of the Avolve SAAS Solution: (a) the loss or misuse of Customer Data; and (b) disclosure to, or acquisition, access or use by, any person not authorized to receive Customer Data, other than in circumstances in which the disclosure, acquisition, access or use is made in good faith and within the course and scope of the employment with Avolve or other professional relationship with Avolve and does not result in any further unauthorized disclosure, acquisition, access or use of Customer Data.

- d. Signatures. The parties shall use electronic signatures for all agreements unless otherwise prohibited by law. Prior to any public disclosure of any document containing a signature, the signature shall be redacted by the disclosing party in a manner which renders it illegible and unable to be copied.
3. Suspension Right. Avolve reserves the right to include disabling devices in the service and software provided under this Agreement and to use such disabling devices to suspend access and/or use (provided that Avolve has provided at least thirty days prior written notice) when any payment is overdue or when Avolve believes that Users are using the Avolve SAAS Solution and/or any other materials or services provided by Avolve hereunder not in accordance with the Documentation, this Agreement and/or applicable laws and government regulations. In addition, if Customer is using Microsoft Corporation for hosting services, Microsoft Corporation may terminate or suspend Customer's hosting services in accordance with the Customer's Microsoft Customer Agreement and, should this happen, Customer will not be able to access the Avolve SAAS Solution. Customer agrees that Avolve shall not be liable to Customer, Users or to any third party for any suspension or inability to access the Avolve SAAS Solution pursuant to this Section A(3). If suspended for failure to pay, upon payment in full of all amounts overdue (including any interest owed), Customer may request the reactivation of its account. Avolve shall reactivate promptly after receiving in advance all applicable reactivation fees, provided that Avolve has not already terminated this Agreement.
4. Ownership and Disposition of Customer Owned Data, Hosting Location. “Customer Data” refers to the data provided by the Customer that resides in the Customer’s Avolve SAAS Solution environment, including any plan review, project drawings and associated project documents. Customer shall own all Customer Data that may reside within Contractor’s hosting environment, to include Disaster recovery site, equipment and media. Contractor is granted no rights hereunder to use the Customer Data except to the extent necessary to fulfill its obligations to Customer under this Agreement. Unless approved in writing by Customer, Avolve shall host the Avolve SAAS Solution provided to Customer hereunder from a data center located within the United States. Upon termination or expiration of Customer’s right to use the Avolve SAAS Solution for any reason other than Customer’s uncured material breach within the first thirty (30) calendar days following termination or expiration, Avolve shall provide a copy in a mutually agreed upon format on media supplied by the Customer. If the parties are unable to mutually agree upon the format or the media supplied by Customer is not acceptable to Avolve, Avolve will use commercially reasonable efforts to still provide a copy of the Customer Data but Avolve may charge a reasonable professional services fee for increased costs incurred. After return of Customer’s data, Avolve has no further obligation to retain the Customer Data and shall use commercially reasonable efforts to promptly delete all Customer Data from the Avolve SAAS Solution.
5. Verification. Avolve shall be permitted to audit (at least once annually and in accordance with Avolve standard procedures, which may include on-site and/or remote audit) the usage of the Avolve SAAS Solution and any other materials provided by Avolve to Customer. Customer shall cooperate reasonably in the conduct of such audits. In the event an audit reveals that (i) Customer underpaid fees to Avolve and/or (ii) that Customer has used in excess of the use rights granted herein, Customer shall pay such underpaid fees for such excess usage. Reasonable costs of Avolve’s audit shall be paid by Customer if the audit results indicate usage in excess of the



authorized quantities or levels. Avolve reserves all rights at law and equity with respect to both Customer's underpayment of fees and usage in excess of the authorized quantities or levels.

SECTION B. – PROFESSIONAL SERVICES AND SOWS

1. **Statements of Work.** From time-to-time during the Term of this Agreement, the parties may enter into statements-of-work (each being an "SOW") for Avolve SAAS Solution use rights (including additional storage) and/or Professional Services on terms mutually agreed in writing between the parties in the SOW, including, without limitation, scope of services, expected deliverables, milestone dates, acceptance procedures and criteria, fees and other such matters. No SOW shall be binding until executed by both parties. Each SOW will be incorporated into and subject to this Agreement. In the case of any conflict between the SOW and this Agreement, this Agreement shall control unless the SOW specifically states otherwise.

SECTION C. – GENERAL TERMS AND CONDITIONS

1. **Fees.**
 - a. **Implementation SOW and Additional Storage Fees.** The Software Sales Order includes the Avolve SAAS Solution subscription fees, as well as the training and implementation professional services; which, unless set forth otherwise in the Software Sales Order, shall be invoiced by Avolve in full, in advance on the Effective Date. Additional storage fees shall be as set forth in the then-current standard storage limits and data backup practices document, a copy of which is available from Avolve upon request. Additional storage fees will be invoiced in accordance with the then-current standard storage limits and data backup practices document.
 - b. **Other SOWs.** Any SOWs that Avolve and the Customer may execute from time to time during the Term of this Agreement shall include within them the applicable fees, including whether the Avolve SAAS Solution subscription fees and/or Professional Services fees are being paid by Customer through Financing Company, by Customer through another paying agent, or by Customer directly to Avolve. Unless otherwise specified in the SOW, Professional Services fees will be invoiced as the Professional Services are delivered and Avolve SAAS Solution subscription fees will be invoiced yearly, in advance, in full at the time the SOW is executed.
 - c. **General Terms.** Unless set forth otherwise in an SOW, payment on all invoiced amounts shall be due forty five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law.

Avolve will invoice for the Avolve SAAS Solution subscription fees yearly, in advance, with the first invoice being issued on the Effective Date of this Agreement. The Customer agrees to pay all invoiced subscription fees net forty-five (45) days from receipt of invoice, with past due amounts accruing interest at the rate of the lesser of either 5% per annum or the maximum amount as allowed by law. All fees are due in advance, irrevocable and non-refundable (except as expressly set forth otherwise in this Agreement). Customer may terminate this Contract for the following reasons: (i) for convenience upon thirty (30) days written notice to Avolve, (ii) at any time Customer fails to receive funding, appropriations, or other expenditure authority as solely determined by Customer; or (iii) if Avolve is declared insolvent. Customer agrees to provide Avolve with complete and accurate billing and contact information.

2. **Taxes.** Reserved
3. **Term.** Except if terminated earlier in accordance with this Section C(3), this Agreement shall commence on the Effective Date and shall continue for the longer of either (a) the expiration of the Subscription Term for the Avolve SAAS Solution or (b) the completion of all Professional Services under all SOWs. Customer acknowledges that it is its responsibility to provide a current email address to Avolve and to monitor such address for such

notices. This Agreement may only be renewed by execution of a written amendment on terms mutually acceptable to both parties.

4. Termination. In addition to any termination rights that may be set forth in a specific SOW, either party may terminate this Agreement immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter has failed to cure such material breach (or commenced diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within thirty (30) days after receiving written notice thereof. Without prejudice to either party's rights to terminate set forth in the prior sentence, if Customer has purchased from Avolve hosting of the Avolve SAAS Solution on the Microsoft® Windows Azure™ platform, and Microsoft Corporation terminates the Customer's Microsoft Customer Agreement during a Subscription Term, Avolve and Customer shall act in good faith to determine a mutually acceptable replacement provider promptly upon receiving notice of Microsoft Corporation's intent to terminate the Customer's Microsoft Customer Agreement. If, after the first year, sufficient funds are not provided in future approved budgets of the Customer (or from applicable federal, state, or other sources) to permit the Customer, in exercise of its sole administrative discretion, to continue to perform under this Agreement, or if the program for which this Agreement was executed is abolished, Customer may terminate this Agreement after the first anniversary, without further liability by giving Avolve not less than (30) days' notice. Such termination shall take effect at the end of the Term year where such notice was provided.
5. Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.
6. Confidentiality. Each party shall use commercially reasonable efforts to hold confidential information ("Confidential Information") of the other in confidence. All Confidential Information (including but not limited to data) shall (i) remain the sole property of the disclosing party and (ii) be used by the receiving party only as authorized herein. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by or for a party without access to Confidential Information of the other; (iv) lawfully known to the receiving party at the time of disclosure, (v) produced in compliance with applicable law, securities reporting requirement or a government or court order, provided the other party is given notice and an opportunity to intervene; or (vi) it does not constitute a trade secret and more than three (3) years have elapsed from the date of disclosure. If Avolve receives a request for Customer Data (either directly or as redirected to Avolve by the Microsoft Corporation), then Avolve shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Avolve shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. To the extent required by law, Customer shall notify individual Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Avolve, and shall obtain the User's consent to the same.
7. Indemnification; Limitation of Liability.
 - a. Indemnification. If a third party makes a claim against the Customer that any Customer's use of the Avolve SAAS Solution in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Avolve, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Avolve, provided that Customer: (i) notifies Avolve promptly in writing of the claim; (ii) gives Avolve sole control of the defense and any settlement negotiations; and (iii) gives Avolve reasonable assistance in the defense of such claim. If Avolve believes or it is determined that the Avolve SAAS Solution has violated a third party's intellectual property rights, Avolve may choose to either modify the Avolve SAAS Solution to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable,

Avolve may terminate Customer's use rights and refund any unused, prepaid fees Customer may have paid to Avolve. Avolve will not indemnify the Customer to the extent that the alleged infringement arises from (1) the combination, operation, or use of the Avolve SAAS Solution with products, services, information, materials, technologies, business methods or processes not furnished by Avolve; (2) modifications to the Avolve SAAS Solution, which modifications are not made by Avolve; (3) failure to use updates to the Avolve SAAS Solution provided by Avolve; or (4) use of Avolve SAAS Solution except in accordance with any applicable Documentation or specifications. This section provides THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF AVOLVE AND ITS LICENSORS TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

- b. Limitation of Liability. In no event will Avolve be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with this agreement, including without limitation use of the Avolve SAAS Solution and the provision of the Professional Services. To the maximum extent permitted by law, and except for direct damages and expenses associated with Avolve's obligations to indemnify Customer pursuant to Sections C(7)(a) and E(6), in no event shall either party's aggregate liability to the other party for any claims arising out of or in any way related to this Agreement exceed \$2,000,000 USD. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose

8. Support; Warranties.

- a. Support. During the Customer's Subscription Term, at no additional cost to the Customer, Avolve shall provide the Avolve SAAS Solution in accordance with Avolve's Service Level Agreement (attached hereto as Exhibit 1).
- b. Warranties. Customer warrants and covenants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Avolve and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable laws or and government regulations, including but not limited to all foreign, United States federal and United States state recording laws. If Customer is purchasing from Avolve resold rights to Microsoft Cloud for US Government, Customer further warrants that it is one of the following: (i) a bureau, office, agency, department or other entity of the United States Government; (ii) any agency of a state or local government in the United States; (iii) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; or (iv) a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the US Department of Interior by virtue of its status as an Indian tribe.
- c. Disclaimer. Avolve AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN AS TO ACCURACY, ERROR-FREE OR UNINTERRUPTED SERVICE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES, ANY AVOLVE MATERIALS, THE AVOLVE SAAS SOLUTION OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR ITS PURPOSES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. Avolve makes no warranties or conditions as to any services or products distributed under a third-party name, copyright, trademark or trade name that may be offered with or incorporated with the Avolve SAAS Solution or Professional Services provided by Avolve hereunder (such as the Microsoft hosting



services). To the maximum extent permitted by law, Avolve will have no liability in connection with the third-party services or products.

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

If to Avolve:
Mr. Jay Mayne
CFO
Avolve Software Corporation
4835 E. Cactus Rd., Suite 420
Scottsdale, AZ 85254

If to Customer:
Dan Johnson
Director, Transportation & Development
Clackamas County
DTD Administration – MS1
150 Beaver Creek Road
Oregon City, OR 97045

- 10. Entire Agreement. This Agreement, together with any SOWs, constitutes the entire agreement and understanding between the parties and supersedes any prior agreements, representation, or understandings, whether oral or written, relating to the services provided hereunder. No other terms or conditions, whether from Avolve or its partners or affiliates, including standard click through license or website terms or use of privacy policy, shall apply to the Customer unless such terms are included in this Contract.
- 11. Severability. Should any court of competent jurisdiction declare any term of this Agreement void or unenforceable, such declaration shall have no effect on the remaining terms hereof.
- 12. Assignment. These services and any other information or rights provided by Avolve, may not be sold, leased, assigned, sublicensed or otherwise transferred in whole or in part. Customer may not assign this Agreement or the benefits there from in whole or in part without the prior written consent of Avolve, which consent shall not be unreasonably withheld. Any assignment made in conflict with this provision shall be voidable at the option of Avolve.
- 13. Independent Contractor. Avolve is an independent contractor and not an employee of the Customer. Any personnel performing services under this Agreement on behalf of Avolve shall at all times be under Avolve’s exclusive direction and control. Avolve shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Avolve shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and worker’s compensation insurance.
- 14. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

SECTION D. Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) this Agreement and (ii) the applicable Avolve Support SLA or SOW.

SECTION E. GOVERNMENT ADDITIONAL TERMS

- 1. Required Insurance. Avolve shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Avolve shall provide proof of said insurance and name the Customer as additionally insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County



Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

<p>Required - Workers Compensation: Avolve shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.</p>
<p><input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.</p>
<p><input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.</p>
<p><input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.</p>
<p><input checked="" type="checkbox"/> Required – Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000.00 per occurrence, with an annual aggregate limit of \$3,000,000.00</p>

The insurance described in this section shall not be cancelled or materially changed by Avolve without Avolve providing at least sixty (60) days written notice to the Customer. This policy(s) shall be primary insurance as respects to the Customer. Any insurance or self-insurance maintained by the Customer shall be excess and shall not contribute to it. Any obligation that Customer agree to a waiver of subrogation is hereby stricken.

2. **Debt Limitation.** The Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
3. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Avolve shall, to the extent applicable:
 - a. Make payments promptly, as due, to all persons supplying to Avolve labor or materials for the prosecution of the work provided for in the Agreement.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Avolve or subcontractor incurred in the performance of the Agreement.
 - c. Not permit any lien or claim to be filed or prosecuted against the Customer on account of any labor or material furnished. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - d. As applicable, Avolve shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. Avolve shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Agreement, and failure to comply is a breach entitling the Customer to terminate this Agreement for cause.
4. **Governing Law; Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Customer and Avolve that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

5. Compliance. Each of County and Avolve shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to their respective responsibilities under this Agreement. Avolve and County shall each comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This may include, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973 (as to the County only); (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein. For the avoidance of any doubt, the County is solely responsible for determining what, if any, accommodations must be made by County to the County's deployment of the Avolve SAAS Solution for that deployment to be in accordance with the County's legal obligations, including but not limited to compliance with the Rehabilitation Act of 1973 and Americans with Disabilities act of 1990.
6. Tax Compliance. Avolve represents and warrants that it has complied, and will continue to comply throughout the duration of this Agreement and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Agreement and shall entitle the Customer to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement or applicable law.
7. Indemnification. Avolve agrees to indemnify, hold harmless and defend the Customer and the entities identified in section R of this Agreement, their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or real or tangible personal property solely to the extent caused by the errors, omissions, fault or negligence of Avolve or Avolve's employees or agents. Any obligation of the Customer to indemnify, hold harmless and defend Avolve, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) and only with respect to claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Customer or the Customer's employee or agents. The indemnity set forth herein is subject to the notice, cooperation and control obligations set forth in Section C(7)(a) of this Agreement.
8. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Agreement waiving a right to a jury trial or requiring binding arbitration are void.
9. Records. Avolve shall maintain all accounting records relating to this Agreement according to GAAP and any other records relating to Avolve's performance ("Records") for six (6) years from termination or as otherwise required. Avolve shall grant Customer, the federal government, and their duly authorized representatives reasonable access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.



10. **Subcontractors.** Avolve shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
11. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
12. **Waiver.** The failure of either Customer or Avolve to enforce any provision of this Agreement shall not constitute a waiver by Customer or Avolve of that or any other provision.
13. **Notices.** Except as otherwise provided in this Agreement, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to Customer, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during Customer’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
14. **Cooperative Contract.** This software shall be purchased by Customer off of the Omnia Partners – IT Solutions Cooperative Contract # 2018011-02. All payments under this Agreement shall be made directly to SHI International Corp. The quotes for all future years of this agreement are hereby attached and incorporated by reference as Exhibit 3. A breakdown of the firm yearly pricing is listed below:

<u>Year</u>	<u>Quote Number</u>	<u>Not to Exceed Price</u>
Year 1 (Includes all implementation fees)	18783103	\$ 315,624.21
Year 2	18841875	\$ 162,431.87
Year 3	18841875	\$ 162,431.87
Year 4	18841960	\$ 166,636.69
Year 5	18842162	\$ 170,967.65
Total Contract Not To Exceed Amount		\$ 978,092.29

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Avolve Software Corporation

Jay S Mayne

Digitally signed by Jay S Mayne
DN: cn=Jay S Mayne, c=US, o=Avolve
Software Corporation,
email=jmayne@avolvesoftware.com
Date: 2020.07.14 09:51:23 -06'00'

By: _____

Name: Jay S Mayne

Title: CFO

Date: 7/14/2020

Clackamas County

By: _____

Name: _____

Title: _____

Date: _____

Recording Secretary

Date



**EXHIBIT 1 – SERVICES SERVICE LEVEL AGREEMENT (SLA)
SUPPORT PROCESS AND SERVICE LEVEL AGREEMENT**

Avolve’s current support process and service level commitments (“Support”) are defined below. Per agreement with the County of Clackamas, Attachment A further defines the Support Matrix for OAS/ProjectDox/PlansAnywhere.

Support Portal. Avolve provides Support through its Support Portal (<https://support.avolvesoftware.com>). All issues can be logged using the portal or through an on-call support number. Customer personnel receive Support Portal login credentials promptly following purchase of rights to use the Avolve SAAS Solution. After a login is received, the Customer may enter, track, update, and report on trouble ticket, as well as communicate with Avolve helpdesk staff via phone, email, web meeting, and/or ticket notes. Help, FAQs, Documentation, and a Knowledge-base are also available at the Avolve support portal.

Support Hours. 8 AM – 5 PM MST.

Planned Downtime. Avolve or its third-party agent may render the Avolve SAAS Solution unavailable in order to perform upgrades, updates, patches, enhancements and routine maintenance activities, so long as the Avolve SAAS Solution is only unavailable to Customer and its Customer Users outside of the hours of 8 AM through 5 PM Mountain Standard Time on business days during the Subscription Term. Avolve shall provide no less than five (5) days advance notice to Customer of any planned downtime. Customer acknowledges that in the case of emergencies, Avolve or its third-party agents may render the Avolve SAAS Solution unavailable in order to address the emergency. In such situations, if reasonably feasible, Avolve will provide notice to Customer in advance of rendering the Avolve SAAS Solution unavailable or, if not reasonably feasible, notice to Customer promptly following the rendering of the Avolve SAAS Solution unavailable. Customer understands and agrees that Avolve shall not be liable for any such interruption in access to the Avolve SAAS Solution for downtime occurring pursuant to this paragraph (collectively, referred to herein as “Planned Downtime”).

On-Site Emergency Support. Customer may request on-site emergency operational support services as a separate and distinct billable service. In such cases and at its discretion, Avolve will dispatch appropriate technical staff to deliver on-site technical services.

Problem Determination and Resolution. Avolve resources are allocated to resolve reported problems based on the severity level as described in the following table. Avolve uses commercially reasonable efforts to provide a prompt acknowledgement, acceptable resolution, workaround, or a plan for the provision of a resolution or acceptable workaround in the timeframe set forth below:

Severity Level	Definition	Response Time	Resolution Commitment
System Down	An error that causes a <u>catastrophic</u> failure substantially impacting Customer’s business.	1 Hour	The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business or non-business hours . Status updates will be provided periodically, but no less than 4 hour intervals, on System Down tickets 24x7 until resolution. Infrastructure issues are often resolved quickly by service or system restart. Any

Severity Level	Definition	Response Time	Resolution Commitment
			potential system alerts will be promptly addressed in an effort to avoid issues from occurring.
High	An error that causes Avolve product to fail without significant business impact. Causes a substantial reduction in performance.	24 Hours	<p>The Level 1 Support Engineer will try to resolve the issue within 15 – 30 minutes. If it requires further investigation and longer resolution time, it is escalated to the Level 2 or 3 Support Engineer during business hours*. Status updates will be provided periodically on High Priority tickets during business hours* until resolution. If a work-around is provided, the original High Priority ticket will be closed and a new ticket will be created to track the progress for a permanent solution to the issue.</p> <p>Infrastructure issues are often resolved quickly by service or system restart. Any potential system alerts will be promptly addressed in an effort to avoid issues from occurring.</p>
Medium	An error that causes only minor impact on use of the product.	72 Hours	Avolve and Customer will commit resources during normal business hours* for problem resolution.
Low	A service request for a new feature, additional documentation, or an explanation of product functionality.	5 Days	Avolve and Customer will commit resources during normal business hours* for problem resolution. Enhancement requests will be logged and sent to Avolve Development for review and possible incorporation into Avolve products.

*Normal Business Hours: 8:00 a.m. through 5:00 p.m., Monday through Friday (excluding standard holidays), Mountain Standard Time.

- **Response Time.** Once a problem has been reported, the Customer receives an acknowledgement by email, phone or the through the support portal. Avolve will begin the process of problem determination and resolution at this point. The time the ticket is submitted and the response time will be logged to ensure SLA is met.
- **Status Updates.** During the problem determination and resolution process, Customer may receive regular communications, via email, phone or the support portal, as to the status of the problem determination and resolution. All communications should be logged in Avolve’s support system including date, time, and contact name. This helps Avolve and the customer determine the status and duration of the issue reported.
- **Resolution.** In response to the problem reported, Customer will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.



- Severity Re-classification. If Customer determines that the severity of a previously reported issue should be re-classified or escalated, it should contact Avolve Support with request.

Unsupported Issues. Avolve does not cover under Support, and the SLA does not include, the following conditions (collectively, the “Unsupported Issues”).

- Any Avolve SAAS Solution use not covered by an active support contract and/or not in compliance with a valid agreement with Avolve. Authorized users of the Avolve SAAS Solution are entitled to Support as part of their use fee.
- Any Avolve SAAS Solution that is altered or modified other than as approved in writing by Avolve.
- Software installed on any computer hardware/software configurations not supported by Avolve.
- Problems caused by misuse or misapplication of the Avolve SAAS Solution, including any anomalies and/or failures in test or production operating environments that impact the Avolve SAAS Solution and are determined to have their cause due to unwarranted Customer decisions, actions, system configuration/modification, policies and/or procedures.
- Problems caused by Customer’s custom application code authorized to be developed using Avolve APIs as set forth in the documentation accompanying such API and the Customer’s Agreement.
- Problems caused by updates or upgrades of 3rd party applications that are integrated with Avolve products and/or services.
- Services required to implement any updates, upgrades or releases on Customer’s network, as well as all other operational support issues, are not included with Avolve Support. Such additional services may be purchased for an additional fee.
- All Training programs, regardless of software version updates and/or upgrades.
- Operational Support including but not limited to: (a) Windows configuration issues; (b) SQL Database maintenance and or tuning; (c) VMWare tuning or configuration; (d) Firewall configuration; (e) Network performance; (f) End-User browser support; (g) User-modified and new workflows or eForms.
- Any other reasons set forth in the Customer’s Agreement, including without limitation any down-time due to Microsoft Corporation.

Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Any services provided for exclusions shall be paid by Customer at Avolve’s then-current rates, as well as all travel and other expenses incurred by Avolve in providing such services.

Customer’s Obligations for Operational Support. To facilitate clear and consistent communication and timely issue resolution, Customer shall designate up to two contact persons for technical support processes. These individuals are responsible for initiating support requests, communicating with Avolve technical support personnel, and monitoring the support process with Avolve. Timely Customer response to Avolve requests for information during issue resolution is a necessary pre-requisite to Avolve’s providing Support. Avolve also requires remote access to the Customer system for the purpose of problem determination and analysis. Where reasonably necessary to provide Support, Customer shall provide Avolve’s technical support personnel reasonable, remote access capabilities into Customer’s systems. Upon Avolve’s request, Customer will also provide reasonable supporting data to aid in the identification and resolution of the issue.

Service Level Commitment



Avolve will use commercially reasonable efforts to make the Avolve SAAS Solution Available with an Annual Uptime Percentage of at least 99.99%, excluding Planned Downtime. In the event that Avolve does not meet this uptime commitment, Customer will be eligible to receive a service credit for 1% of the monthly fee for each one (1) hour of downtime during Customer's normal business hours, up to 50% of Customer's Pro-Rated Monthly Subscription Fee.

Definitions

- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 10-minute periods during a calendar month in which the Avolve SAAS Solutions was Unavailable to Customer.
- "Availability" means the ability to log into the Avolve SAAS Solution.
- "Claim" means a claim for a service credit Customer submits by opening a support case with Avolve, on the basis that the hosted Avolve SaaS Product infrastructure has been Unavailable to Customer during a service month.
- "Pro-Rated Monthly Subscription Fee" is calculated by dividing the Customer's applicable annual Avolve SAAS Solution subscription fee by twelve.
- "Unavailability" means the inability to log into the Avolve SAAS Solution.

Service Credit Requests

To receive a service credit, Customer must notify Avolve and submit a Claim within thirty (30) days from the incident that would be the basis for the claim. To be eligible, the Claim must include (a) the dates, times, description and duration of each incident experienced; and (b) the Customer's event logs or any other system telemetry that document the errors and corroborate the claimed Unavailability (any confidential or sensitive information should be removed). Failure to provide a timely Claim, which includes all the required information, will disqualify the Claim and Customer from receiving a service credit. If Avolve validates the Claim, then Avolve will promptly issue the service credit.

Service Credit Provisions

Service credits are Customer's sole and exclusive remedy for any failure of Avolve to provide the Avolve SAAS Solution in accordance with the terms of the Agreement. Service credits shall be a credit toward future services only and do not entitle Customer to any refund or other payment from Avolve. Service credits may not be transferred, applied to another account, exchanged for, or converted to monetary amounts.

The maximum service credits awarded with respect to Claims the Customer submits in any calendar month shall not, under any circumstance, exceed in the aggregate 50% of the Customer's Pro-Rated Monthly Subscription Fee for such month. Avolve will use all information reasonably available to it to validate Claims and make a good faith judgment on whether a service credit should be applied to the Claim.

SLA Exclusions

This SLA does not apply to any Availability or Unavailability of the Avolve SAAS Solution:

- During Planned Downtime;
- Caused by Unsupported Issues;
- Caused by factors outside of Avolve's control, including any force majeure event or interruption or impediment to Internet access or related problems;
- That result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, including any third party hosting providers;



- That resulted from Planned Maintenance or associated to beta, evaluation, non-production systems, and trial services accounts;
- That result from any actions or inactions from Customer or any third party, including employees, Users, agents, contractors, or vendors, or anyone gaining access to the hosted Avolve SaaS Product infrastructure by means of Customer's (and its Users') passwords or equipment;
- Arising from Avolve's suspension and termination of Customer's right to use the hosted infrastructure in accordance with the Agreement; and
- That result from Avolve application software implementation errors caused by configuration, customization, installation, or human errors.
- Avolve, in its sole discretion, shall determine whether any of the foregoing exclusions are applicable to Customer. Avolve may, but is not obligated to, issue a Service Credit in Avolve's sole discretion where Customer's use of the Avolve SAAS Solution may be Unavailable due to factors other than expressly provided here in this SLA.



EXHIBIT 2 – Form of Implementation SOW



Electronic Document Management & Collaboration Solution

Clackamas County, OR
("Customer")
Proposed Statement of Work for OAS/ProjectDox/PlansAnywhere
March 25, 2020



4835 East Cactus Road Suite 420, Scottsdale, Arizona 85252

EXECUTIVE SUMMARY

This Statement of Work will focus on the **Installation** of a **Production and Test Environments** and the implementation of ProjectDox Best in Class workflows addressing the Customer's needs with regard to **Two (2)** Best in Class plan review processes. The goal is to implement **Online Application Submission (OAS), ProjectDox and PlansAnywhere** and an **Advanced** permitting system integration with Accela Automation (AA) for ProjectDox utilizing web services, in a standardized, off the shelf manner. We will leverage Avolve best practices and built-in configuration and modifications features, to meet the most effective functionality required to achieve the highest business value for the customer (the "Project").

SCOPE OF WORK (MILESTONES)

Installation

Offsite | Remote

Installation of a single environment (Test) for the applicable products is required prior to orientation and configuration onsite assessments being conducted. Project pre-planning, including draft project plan, communication plan etc. are associated to this stage of the project. Additional environments to be implemented will be factored into the project plan and based on the sales order/agreement.

- The date of acceptance for this milestone is the **Software Acceptance Date**

Orientation and Configuration Requirements Session*

2 persons | Onsite

The Avolve PM will work with the County to perform an initial review of the application with the project team and gather configuration requirements to complete the design of the OAS application forms and Best in Class workflow processes. The output of these sessions will be compiled into a requirements document referred to as the Configuration Requirements Document (CRD). This will include using standard templates and design to expedite the project while providing the best business value to the customer. Any design requirements identified during this phase outside of the design of the BIC workflow process and/or requiring development will be scoped and presented in a separate Statement of Work. Assurance Services may be leveraged for work identified as outside the scope of the project.

- Configuration Requirements Document
- Advanced Integration permitting system touchpoint discussion for Accela includes:
 - Project Creation – Required application data is pushed from the permitting system to the ProjectDox application using the Avolve provided REST API and configuration of the ProjectDox Windows Service Process. Required field for project creation:
 - Permit Number/Project Name (Key value)
 - Description
 - Applicant/Submitter First Name
 - Applicant/Submitter Last Name
 - Applicant/Submitter Email Address
 - Permit/Project Type
 - Application Data – Pull of data from the permitting system to display of up to 18 read-only permit application data fields within the plan review process.
 - Review Status – Push of data to provide the permitting system the following data related to the plan review:
 - Reviewer Name
 - Reviewer Department
 - Review Cycle
 - Review Status (Approved, Rejected)
 - Date Completed
 - Final Approval Status – Push final status or log event of approved to permitting system API indicating to the permitting system that all reviews are approved in ProjectDox.

- Project Plan (task list/schedule/resource assignments) not to exceed budget

Configuration & Integration *

Offsite | Remote

Configuration of applicable software products, forms and the workflows based on the configuration requirements document findings. This includes the development of the integration work defined in this Statement of Work and confirmed during requirements discussions. Integration designs require the City to have or develop web services to allow for integration communication to the target systems from ProjectDox. Direct database calls from are not supported as part of the design.

- Configured Working products and modules as specified in the Purchase Agreement/ Sales Order
 - Configured Working OAS, ProjectDox and PlansAnywhere Application
 - Self-Service Application (SSA) Forms
 - Provides up to 16 hours of services to configure the site for use with the delivered SSA forms and letters, perform a review of the application forms design and features, make minor modifications and deploy into production.
 - 1 OAS Base Application Form
 - Forms design contains less than 75 fields
 - 1 OAS Advanced Application Forms
 - Form design contains < 75 fields with intelligent conditional entry/display
 - 1 Custom Application Forms
 - Form design contains between 75-150 fields with intelligent conditional entry/display
 - 1 Payment Processor to Elavon
 - Design the OAS application to interface with Customer's payment processor to allow for online payments through OAS.
 - 1 OAS Advanced Integration
 - Defined application data to be pushed to the target permitting system API to allow for creation of the permit and triggering of the Project Creation process into ProjectDox. Design requires API's to be available for customer permitting system. Direct database calls from OAS to the target system are not supported.
 - 1 OAS Base Validation
 - 1 Base Validation allows for the validation for up to 2 data fields in the application form against the target system and confirmation of the data on the application form. (only validates) Design requires web services to be available for integration communication to the target system. Direct database calls from OAS to the target system are not supported.
 - 2 OAS Advanced Validation
 - 2 Advanced Validation Widgets to allow for multi field validation, data retrieval and display from the target system on the OAS application form. May include field concatenation and progressive/auto complete search (pulling back the data for display in the form). Some abilities are limited to API's being available from the customers target permitting system. Address Validation is scoped as one of these services.
 - 1 Basic Fee
 - Allows for a fixed fee or simple calculation of a percentage of a field in the OAS application form to be displayed to the end user to communicate a cost.
 - 2 ProjectDox Workflows (Building and Engineering)
 - Advanced Integration (Accela)
 - PlansAnywhere deployment and training up to 20 users

User Acceptance Training (UAT)

1 Person | Onsite

The UAT phase uses an agile methodology consisting of two sprints of ten days each for testing that include the delivery of the designed process, validation of the design by the Customer and resolution to design issues by Avolve before starting the next sprint. The Avolve team will provide user acceptance training and guidance to the Customer on methods to test the designed process and system to work towards acceptance. Customer will validate the system configuration, forms, emails, integration and document any



identified issues in the RIT (Risks, Issues and Tasks) document provided by the Avolve project manager. Avolve will resolve any identified issues to allow the customer retest to gain acceptance.

UAT Training is conducted onsite allowing one day per process with the remainder of the UAT phase supported remotely. During this phase the production environment will be setup. Upon acceptance of the design the Avolve team will coordinate the promotion of the code to the production environment.

- Completion of User Acceptance Testing (UAT)
- Implementation of the Production Environment
- Code Promotion from Test to Production

Training

1 Person | Onsite

Avolve education specialists will deliver the below courses to the Customers staff. The courses will train approximately **60** persons and will be delivered based on the project plan rollout. A maximum of 12 persons per course is enforced with the exception of the Pilot (TES-PILOT) and Community Outreach (TES-OUT). These sessions are targeted for the design community. The Pilot course allows for hands-on training for up to 10 identified applicants and the Community Outreach session is geared as a demonstration/lecture course to be provided to a large audience to educate and promote the new processes.

It is recommended that training sessions be organized with participants of similar technological abilities to allow for the most efficient delivery and retention of the materials. Additional training above and beyond the below may be added or additional training performed post go-live by leveraging the assurance services funds afforded the project.

- Delivery of classes for all products/modules as purchased – See Purchase Agreement/Sales
 - PGK-PDOX 4 TRN: ProjectDox Tier 4 Training
 - TES-OAS
 - TES-PA-TRA: PlansAnywhere - Group Training

Launch/Project Close Out

1 Person | Onsite

Deployment of the workflow processes and post go live support for a period of 5 business days. Customer will be transitioned to support post the 5 business day go live period.

Assurance Services

The assurance services fund may be leveraged at any time during or post project completion to cover additional integration requirements, newly identified out of scope requirements, training, and software not included in this statement or work. The funds may also be used post go-live/launch of a process to keep the project management team engaged to assist with change management and user adoption assistance. Assurance services hours are billed on an hourly basis at a rate of \$225.00 an hour. The use of hours requires a project change order or an assurance services agreement that defines the work and has signatures of agreement for use by the Customer.

ACCEPTANCE PROCESS

There will be Key Deliverables, as identified in the Project Activities/Deliverables Payment Schedule which will be subject to acceptance by the Customer ("Acceptance"). Upon completion of each Key Deliverable, Avolve will request from the Customer a written response within seven (7) business days after receipt thereof. Notwithstanding the foregoing or anything to the contrary in the



Purchase Agreement, all other Deliverables provided under this Statement of Work shall be deemed to have been accepted by the Customer upon delivery. If Customer does not approve, reasons for rejection must be clearly noted. Avolve will then work with the Customer to come to agreement on obtaining approval. The Customer shall be deemed to accept any such Key Deliverable which Customer does not accept or reject within such period. This acceptance will initiate the invoice of the of the applicable milestone.

AVOLVE PROJECT PLAN AND PROCESS

Promptly following execution of this Statement of Work, the parties shall meet to discuss the general project schedule, which will be generally organized around the standard Avolve project On-Boarding process. Within 2 weeks, the initial project plan will be created and sent to Customer. The Project Plan contains a schedule, a list of tasks in a schedule format, assignments of specific team members over specific times and communication status reporting processes. The Project Plan is a living document that will be reviewed throughout the term of this Agreement and may be adjusted as reasonably necessary, as agreed to from time to time by the parties.

PROJECT ASSUMPTIONS AND CAVEATS

1. This Project was scoped based upon purchase of ProjectDox Best In Class, understanding that the site will be hosted by Avolve and configured per established Best-In-Class standards. This understanding forms the basis for Avolve's pricing and the Deliverables to be provided under this Statement of Work. Any deviation from these requirements will require a change order and may increase cost or estimated time of Project completion.
2. Avolve will have full access to all Project team members from the customer as needed to complete the successful implementation and roll out of ProjectDox. This access may require the team members of the customer to dedicate specific time to specific detailed tasks within the Project Plan. Team member tasks will be more clearly defined during the kickoff and planning sessions and documented in the Project Plan.
3. Customer and its third parties and/or subcontractors will fulfill any hardware/software requirements, as identified to allow communication between Avolve Software and the Customer's permitting system in a timely fashion in order to keep the Project Plan on schedule.
4. This best approach package to implementation relies on partnership with the jurisdiction to achieve desired go-live and paperless goals. To that end, a not to exceed 698 hours have been allocated to services and training on this project. In the event scope expands or delays account for incremental hours to be required, a Change Request(s) will be issued for the incremental costs associated with delay or expansion. Should the customer cause or contribute to the delay of any Deliverable, Avolve may elect to revise the Project Plan accordingly to compensate for the delay and invoice for any applicable milestone payments to that point of the project.
5. All parties will reasonably prioritize their efforts to meet the Project Plan schedule in order to achieve a rapid roll out model. In doing so, it is understood by all parties that multiple tasks may be in process at one time and Avolve may have more than one Professional Services team member working on the project at one time.
6. Client will provide adequate Project management for their own resources, and/or third parties, to collaborate with Avolve's project manager. Client subject matter experts and applicable users will be accessible and available in a timely fashion and for adequate and reasonable durations. Avolve will make sure that scheduling of interviews and meetings are adequately in advance of these resource allocations.
7. Customizations/Extensions required may result in increased schedule and budget, but only if documented and approved within Assurance Services and/or a Change Request.
8. Avolve is planning to fully leverage ProjectDox as is, utilizing all built in configuration features to meet the business needs.



9. Any optional items chosen in the Purchase Agreement/Sales Order are not included here and would require a modification to this Statement of Work.
10. Customer understands that an ePlan Life Cycle implementation is a very significant digital transformation enterprise project that requires dedicated change management from the Customer's staff. This will be key for the success of the Customer.
11. Work will not begin until an executed copy of all paperwork is complete. Work will begin at the earliest possible date at which Avolve resources and Customer resources are available or as otherwise agreed to.
12. Avolve and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and efficient manner.
13. Recording of Avolve provided training or UAT (user acceptance testing) sessions is not permitted.
14. All training classes unless otherwise noted are limited to 12 persons maximum per class

**Configuration options are as described by ProjectDox documentation and as evidenced by ProjectDox administration screens. Minor changes to Avolve ProjectDox Best Practices (Best in Class) workflows are changes to activate/deactivate and/or parametrize with variables, existing steps in the Best Practices workflows. Customization of additional products and modules are to be within the bounds and scope of the respective core product(s) and modifications are limited to those that are allowed by core product design*

CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the Project Plan if mutually accepted.

Under the Change Control Process, a written "Change Request" (attached) will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require an amendment to the SOW and/or any other part of the Purchase Agreement.

PRICING, TRAVEL AND EXPENSE

Pricing and payment terms are as set forth in Purchase Agreement/Sales Order.

Travel and Expenses are estimated to be \$18,000.00 and will be invoiced to customer only as incurred.



STATEMENT OF WORK ACCEPTANCE

Once fully executed, this document will become the Statement of Work for the Project defined in this document. Avolve and Customer's signatures below authorizes Avolve to begin the services described above and indicates Customer's agreement to pay the invoices associated with these services delivered as described.

SOFTWARE ACCEPTANCE DATE AND MAINTENANCE

SHI International Corp will invoice Customer for Software Maintenance following the Software Acceptance Date and Customer shall pay such invoiced amount pursuant to the terms of the Purchase Agreement/Sales Order. For all subsequent years of Software Maintenance purchased by Customer, invoicing and payments shall be as set forth in the Purchase Agreement/Sales Order.

PRICING

PRODUCTS

Product Name	Product Code	Description	Qty	Unit Price	Total Price
SaaS ProjectDox and OAS	SAAS-P.E	<p>Avolve Hosting Security Compliance Includes:</p> <ul style="list-style-type: none"> • SOC 2 Audited • SSAE 18 • 100% Network Uptime • 99.9% Hardware Uptime <p>Includes:</p> <p>ProjectDox Software Subscription</p> <ul style="list-style-type: none"> - BIC Workflow - Permit Integration <p>OAS Software Subscription</p> <ul style="list-style-type: none"> - 1 BIC OAS Form - OAS DB Table for Permit Population - OAS BIC Payment Processing Gateway <p>Includes File and Database Storage:</p> <p>Production Environment</p> <ul style="list-style-type: none"> • 1024 GBs primary file storage • 50 GBs primary DB storage • 1280 GBs file backup -Site 1 • 1280 GBs file backup -Site 2 • 55 GBs DB backup -Site 1 • 55 GBs DB backup -Site 2 • 300 GBs 5min DB Tlogs backup for 7d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 1 • 600 GBs DB Tlogs backup for 14d -Site 2 <p>Test Environment</p> <ul style="list-style-type: none"> • 512 GBs primary file & DB storage • 640 GBs file & DB backup for Site 1 • 640 GBs file & DB backup for Site 2 <p>For Additional Storage: Contact Account Executive</p> <p>Production Environment Security Restrictions:</p> <ul style="list-style-type: none"> • No direct OS and hardware configuration • No direct custom SSRS report creation • Project Creator Service installed on customer site for 3rd party integration • No VPN access 	12	\$11,300.00	\$135,600.00

Entry Capacity OAS & ProjectDox SaaS License	SAAS-T.E	<p>Software as a Service (SaaS) for OAS & ProjectDox on a Test Environment with 3 virtual server-configuration. Designed for organizations who plan to use the system for development and/or testing with approximately 25 concurrent users and approximately 2,000 permits per year.</p> <p>Software included for Production:</p> <ul style="list-style-type: none"> • ProjectDox Software Subscription • Unlimited Workflow license • OAS Software Subscription • Includes unlimited Application Forms license • Includes SSA for six base forms preconfigured <p>Services included for SaaS Production:</p> <ul style="list-style-type: none"> • Set up and installation of OAS & ProjectDox • 24x7 Managed services • Annual ProjectDox and OAS upgrades • Technical Support <p>Test Environment Safeguard: Avolve security policy limits access to the Test environment. External users including the customer's IT can be provided limited VPN access to the Test servers and database such as creation and testing of custom reports. VPN access will be made available upon request.</p> <p>Includes SSA for six base forms preconfigured.</p> <p>See Hardware Configuration section. Additional capacity requirements are available upon request.</p>	12	\$2,000.00	\$24,000.00
PlansAnywhere	SOFT-PALP	<p>PlansAnywhere License Pack</p> <ul style="list-style-type: none"> - Maximum of 20 users - 1 year - Internet Browser on Chrome, Safari, FireFox and Internet Explorer - iOS App - Admin Dashboard and Client 	2	\$7,680.00	\$15,360.00
PlansAnywhere	SUB-PA-FTM	File Transport Manager (FTM) Subscription	1	\$10,000.00	\$10,000.00
SaaS Yearly Price:					\$184,960.00
Avolve Subscription Discount					(\$22,528.13)
Avolve Subscription Total					\$162,431.87



PROFESSIONAL SERVICES

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Workflow	BIC Plus Workflow Setup	Package Includes: Account Orientation and Kickoff Documentation Installation Configuration Soft Launch System Acceptance Base Integration Services	1	\$30,600.00	\$30,600.00
ProjectDox Workflow	BIC Core Setup	Engineering Workflow	1	\$15,750.00	\$15,750.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services to be used on Engineering Workflow	.78	\$7,875.00	\$7,875.00
ProjectDox Assurance Services	PS-AS	ProjectDox Assurance Services	1	\$10,125.00	\$10,125.00
Advanced ProjectDox Integration	PS-PF.AINT	Advanced Integration with ProjectFlow and Accela.	1	\$19,800.00	\$19,800.00
Professional Services Package for OAS	PS-OAS.SUT	Setup Services: - System Setup - Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1.	\$4,275.00	\$4,275.00
Professional Services Package for OAS	PS-OAS.SSA	Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AINT	Advanced Integration for OAS to Permitting System	1	\$6,300.00	\$6,300.00
BIC Permit Processor Integration	PS-OAS.PP	Payment Processor to Elavon	1	\$9,000.00	\$9,000.00
Professional Services Package for OAS	PS-OAS.FCB	Fixed Fee Calculations for OAS	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.VW.A	Advanced OAS Widget	2	\$5,400.00	\$10,800.00
Professional Services Package for OAS	PS-OAS.VW.B	Base OAS Widget	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.P2eF	Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,350.00	\$1,350.00
Professional Services Package for OAS	PS-OAS.BeS	Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display	1	\$3,600.00	\$3,600.00
Professional Services Package for OAS	PS-OAS.AeS	Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$5,400.00	\$5,400.00
PlansAnywhere Onboarding	PS-PA-ONBRD	PlansAnywhere/FTM Configuration			

		- Includes 20 hours of Setup - PlansAnywhere configuration - Does not include developer training or any migration & custom integration tasks - FTM setup and test	1	\$7,999.00	\$7,999.00
PlansAnywhere Training	TES-PA-TRA	PlansAnywhere Training up to 20 Users - 1 training session, scheduled, delivered online	1	\$1,200.00	\$1,200.00
Change Management	Unboxed Consulting	Change Management Engagement by Unboxed Consulting Includes: <ul style="list-style-type: none"> • Pre-visit survey sent to 3-5 key Clackamas personnel • 6 Hour On-Site Visit for Observation, Q&A, Discussion on Change Management • Delivery of Clackamas "Digital Readiness Report" • Discussion of Follow Up Items 		\$5,000.00	Included
				Professional Service Total:	\$144,874.00
				Professional Service Discount:	(21,731.10)
				Professional Service Total:	\$123,142.90

TRAINING

Product Name	Product Code	Description	Qty	Unit Price	Total Price
ProjectDox Bundled Training	PKG-PDOX.TRN	Package Includes: 2 Introduction to ProjectDox 1 ProjectDox for Reviewers 1 ProjectDox for Coordinators 1 Introduction to Markup 1 System Administration Training 1 Project Administration Training 1 Community Training Package is limited to 12 Unique Users	1.00	\$13,050.00	\$13,050.00
ProjectDox Training	TES- INTRO	Introduction to ProjectDox (12)	3.00	\$1,125.00	\$3,375.00
ProjectDox Training	TES- MARK	Introduction to Markup	3.00	\$1,350.00	\$4,050.00
ProjectDox Training	TES-BICPR	ProjectDox Workflow Training for Reviewers	3.00	\$2,000.00	\$6,000.00
ProjectDox Training	TES-BICCOR	ProjectDox Workflow Training for Coordinators	1.00	\$2,000.00	\$2,000.00
ProjectDox Training	TES-PA	ProjectDox Administrator Training	1.00	\$1,575.00	\$1,575.00
				Training Sub-Total:	\$30,050.00

	Grand Total:	\$315,624.77
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Avolve Cloud Infrastructure

Hardware Configuration

Avolve Cloud server configuration is based on best practices from over 150 State and Local Government agency and implementation of Avolve product suite. The configuration below is based on estimated capacity requirements for your municipality. It is measured based on 4 types of capacity levels from various customers volume transactions and performance throughput of the systems. The capacity levels are based on the number of permits processed per year, concurrent users and system resources utilization for a 24x7 operation. Avolve continues to improve its Avolve Cloud experience through newer technology and benchmark testing, which could result to changes in the server configurations listed below.

Description	Production Environment	Test Environment	Development Environment
Web Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Application Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #1	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Job Processor Server #2	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 		
Database Server	<ul style="list-style-type: none"> • 8 CPUs • 16 GB RAM • 5000 IOPs 		

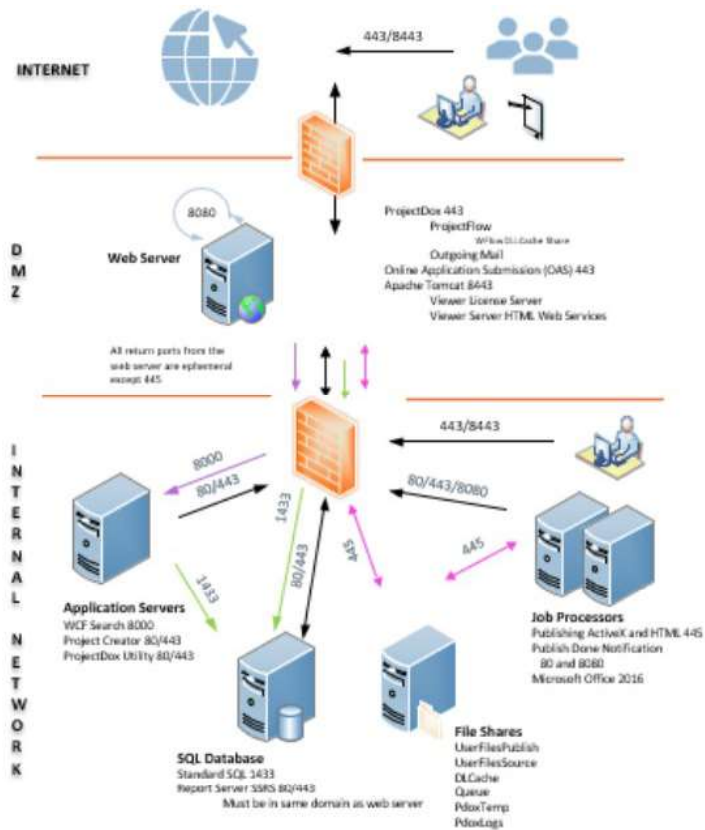
Description	Production Environment	Test Environment	Development Environment
	<ul style="list-style-type: none"> • 64 GB Premium SSD Drive #1 • 1 TB Premium SSD Drive #2 		
File Server	<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 2300 IOPs • 100 GB Premium SSD Drive #1 • 500 GB Premium SSD Drive #2 • 500 GB Premium SSD Drive #3 		
Application and Job Processor Server		<ul style="list-style-type: none"> • 2 CPUs • 4 GB RAM • 240 IOPs • 64 GB Premium SSD Drive #1 • 64 GB Premium SSD Drive #2 	
Database and File Server		<ul style="list-style-type: none"> • 4 CPUs • 8 GB RAM • 1100 IOPs • 64 GB Premium SSD Drive #1 • 256 GB Premium SSD Drive #2 	

Note: A required annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. At 100% storage utilization, additional storage is automatically added, and billing is initiated.

Infrastructure Architecture in MS Azure

Avolve OAS and ProjectDox Infrastructure Design

Each Avolve Cloud customer is configured with a single tenant and single subscription in MS Azure. This means each customer consist of dedicated virtual servers and load balancers for their Production and Test environments. The County's files and data will be on separate virtual servers and databases for each environment. Avolve is working with Microsoft to optimize and evolve its architecture to take advantage of several Azure features such as the elastic cloud, federated active directory, and Power BI. The customer will be informed of any changes to the infrastructure from Avolve or from Microsoft.



Backup and Disaster Recovery Configuration

Avolve Cloud Backup Process on MS Azure:

All servers are backed up nightly. All backups are retained for 30 days at two regions. For the primary and secondary regions, all backup copies will be within the closet region from your location. Each region consists of multiple data centers.

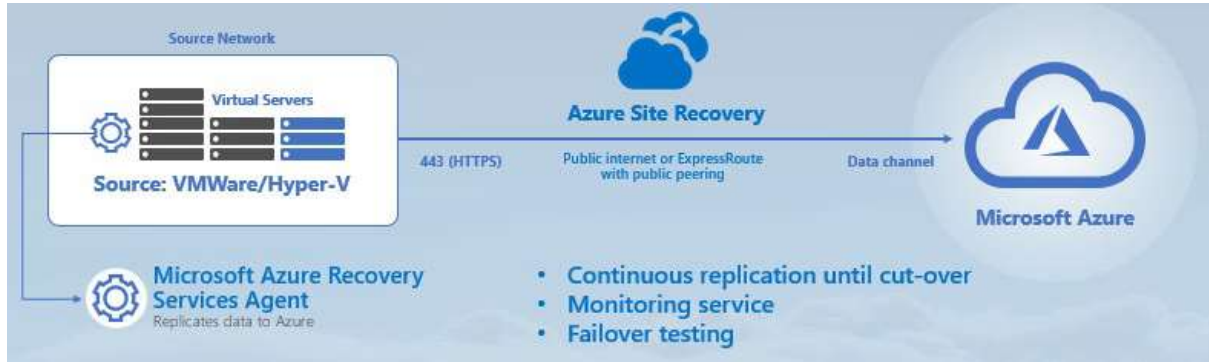
For the primary region, Azure stores 3 copies of the content across multiple data centers in the region. This provides uninterrupted access during disaster events. Transactions are also replicated synchronously.



Backups are transmitted to the paired secondary region via secure fiber loop. Azure backup process stores 3 extra copies of the content. The transaction will be asynchronous to the secondary data centers (500+ miles away from the primary location). This gives the jurisdiction a total of 6 copies of the data backup distributed in the primary and secondary regions.

Avolve Cloud Disaster Recovery Services on MS Azure:

Avolve Cloud includes Microsoft Azure Site Recovery (ASR) service in addition to standard Azure Backup Service. Avolve will manage the replication, failover, and recovery processes through ASR to help keep the jurisdiction's application running during planned and unplanned outages. With ASR, Avolve orchestrates and manages the backup and frequency of the VMWare servers, files, and database. Avolve will be conducting scheduled disaster recovery test on the jurisdiction's system to guarantee a 99.95% SLA on site recovery.



Site Recovery is a native disaster recovery as a service (DRaaS), and Microsoft has been recognized as a leader in DRaaS based on completeness of vision and ability to execute by Gartner's Magic Quadrant for Disaster Recovery as a Service. Through Azure Site Recovery services, Avolve can meet the RTO and RPO goals of 24-hour recovery.

Additional CPU, RAM, IOPs and Storage:

The CPU, RAM, IOPs, and storage are based on the selected capacity level for the jurisdiction. Capacity levels are determined from the number of concurrent users and number of permits. The capacity is calculated based on Avolve's historical consumption results from various customers on Avolve's Cloud and Microsoft's recommendations. The selected capacity is a best case estimate and is subject to change based on usage and strategic plans of the jurisdiction on the percentage growth for a paperless system. An annual system review will be conducted to determine if any system resource adjustments are necessary. When system capacity for CPU, RAM, and IOPs need to be increased for performance improvements or storage capacity has reached 75%, additional resources will be recommended. To prevent data loss, at 100% storage utilization, additional storage is automatically added, and additional storage will be invoiced.

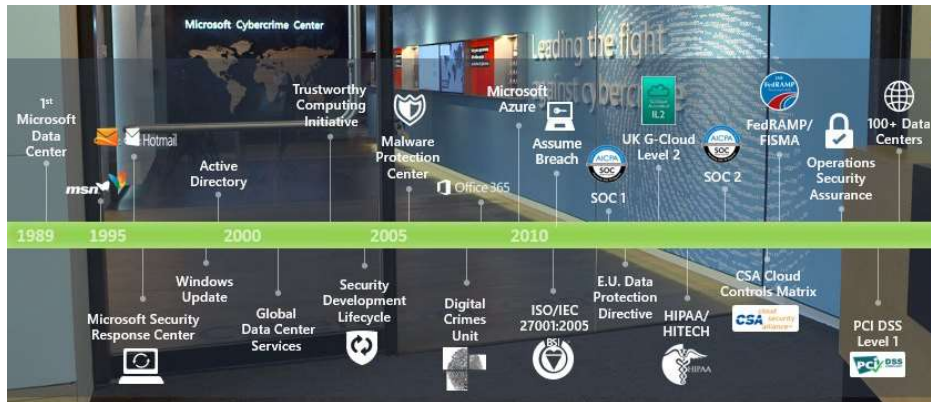
Security & Safeguards

- MS Azure Data Centers are SOC 1-3, Tier 203, SAE 18 compliant
- MS Azure Commercial Cloud is FedRAMP and NIST 800-171 compliant

The deepest and most comprehensive compliance coverage in the industry

	Azure GovCloud	Azure DoD	Azure Commercial	
Global	<input checked="" type="checkbox"/> ISO 27001:2013 <input checked="" type="checkbox"/> ISO 27017:2015 <input checked="" type="checkbox"/> ISO 27018:2014	<input checked="" type="checkbox"/> ISO 22301:2012 <input checked="" type="checkbox"/> ISO 9001:2015 <input checked="" type="checkbox"/> ISO 20000-1:2011	<input checked="" type="checkbox"/> SOC 1 Type 2 <input checked="" type="checkbox"/> SOC 2 Type 2 <input checked="" type="checkbox"/> SOC 3	<input checked="" type="checkbox"/> CSA STAR Certification <input checked="" type="checkbox"/> CSA STAR Attestation <input checked="" type="checkbox"/> CSA STAR Self-Assessment
US Gov	<input checked="" type="checkbox"/> FedRAMP High <input checked="" type="checkbox"/> FedRAMP Moderate <input checked="" type="checkbox"/> EAR	<input checked="" type="checkbox"/> DoD DISA SRG Level 5 <input checked="" type="checkbox"/> DoD DISA SRG Level 4 <input checked="" type="checkbox"/> DoD DISA SRG Level 2 <input checked="" type="checkbox"/> DFARS	<input checked="" type="checkbox"/> DoE 10 CFR Part 810 <input checked="" type="checkbox"/> NIST SP 800-171 <input checked="" type="checkbox"/> NIST CSF <input checked="" type="checkbox"/> Section 508 VPATs	<input checked="" type="checkbox"/> FIPS 140-2 <input checked="" type="checkbox"/> ITAR <input checked="" type="checkbox"/> CJIS <input checked="" type="checkbox"/> IRS 1075

- Layer 3 and layer 4 firewall security with 1 firewall for the load balancer, 1 firewall for the web tier subnet, 1 firewall for the app tier subnet and 1 firewall for the data tier subnet.
- Microsoft \$1B+ investment in security R&D on MS Azure Cloud. Additional security information is available at <https://azure.microsoft.com/en-us/overview/trusted-cloud/>.



- All incoming and outgoing traffic goes through Avolve Cloud Azure load balancer which is protected by a Microsoft's network firewall called the Azure network security group (NSG). By default, all NSG's block incoming and outgoing traffic that are not related to Avolve software.
- Traffic is forwarded from the load balancer to the web tier subnet via network access translation (NAT). The web tier subnet has an additional NSG associated to it to filter incoming and outgoing traffic from/to the load balancer. In addition to the web tier subnet Avolve also has an application tier subnet and a data tier subnet. Each subnet has an NSG associated to it, so communication between each subnet is filtered via the NSGs.
- Avolve Production Environment Safeguard Guidelines:
 Industry best-practices for systems operational control (SOC) and the National Institute of Standards (NIST) are an integral part of the Avolve Cloud infrastructure, ensuring a very high level of security and system uptime for Avolve's customers and their environments. Avolve's security and operational policies are established in order to safeguard against any unauthorized access to data and/or potential service disruption that are a constant threat in today's world of online commerce. Therefore, the following policies are enforced in the Avolve Cloud:
 - Customer will have no access to server infrastructure. Deployment and changes to Production server hardware and/or Operating System (OS) configuration in Avolve Cloud will be performed by Avolve and qualified partner staff only. Customers will be notified if modifications to their environments are required at any given time.
 - Custom report creation requires direct access to the Production database. For this reason, Avolve Cloud will only support access to a Test environment where the Production tables for reports can be exported.
 - Apart from machine-to-machine (M2M) VPN tunnels required for third-party software integration, no user account-based VPN access will be granted to Avolve Cloud Production environment infrastructure or software applications.

Managed Services Operations

Avolve Cloud ensures high system availability and is backed by rock solid infrastructure and service level guarantees. Your Avolve ePlan Life Cycle licensed software is hosted in a secure, state of the art data center, and most importantly the application is expertly managed by Avolve. Meticulous attention has been given to security, backup, system redundancy and failover. Your Avolve ePlan Life Cycle application environment is monitored 24-7 for optimum health and security. And if an issue arises, our experts have immediate and direct access to your servers and software for quick diagnosis and resolution. Our comprehensive, Managed Services matrix details what you can expect from the Avolve Cloud:

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
Hardware and OS/Virtual System Monitoring & Support					
<p>Server and network resources (i.e., CPU, RAM, Storage, and bandwidth) monitored with automated alerts for resource threshold, server failure, internet and WAN connectivity. Alerts will not be able to monitor issues that occur within less than 1 second failure. Those issues are often discovered during application-level (i.e., OAS and ProjectDox) connectivity issues.</p> <ul style="list-style-type: none"> • Monitoring Data Points: <ul style="list-style-type: none"> ○ Up/Down Status ○ Network Interface Errors ○ CPU Warning ○ Memory Warning ○ Memory Critical ○ CPU Critical ○ Storage Warning ○ Partition Warning ○ Partition Critical ○ Database Warning ○ Database Down ○ SSL warning ○ SSL expiration ○ Webservice Alerts ○ DNS • Custom designed Outage and Alert Plan - adds, changes, & modifications (add user, update firmware, modification, network configuration) • Scheduled Hardware Audits 	x	x	x	x	
<ul style="list-style-type: none"> • OS and VMWare proactive management. This includes monitoring of any system level failure caused by OS and VMWare patches, viruses or other issues. • Permission Control (group changes, file/folder permissions, Windows or Linux) 	x	x	x	x	

24x7 Support and Monitoring for SaaS Customers	US Mountain Time Zone				
	8am-5pm	5pm-8pm	8pm-6am	6am-8am	Scheduled
<ul style="list-style-type: none"> Optimize backend 					
<ul style="list-style-type: none"> Log File analysis Best-practices recommendations Other services as requested Regular reporting based on customer preference. VLAN creation/modification 					X
<ul style="list-style-type: none"> Cyber Security monitoring and automated alerts. Regular anti-virus scan and anti-virus removal Database Security 	X	X	X	X	
<ul style="list-style-type: none"> Scheduled data recovery, OS & VMware patches and any hardware replacements Critical OS patches and updates 					X
<ul style="list-style-type: none"> Backup automated services 	X	X	X	X	
<ul style="list-style-type: none"> 24x7 Infrastructure Support calls 	X	X	X	X	
Application (OAS, ProjectDox, PlansAnywhere) Technical Support through ticket submissions					
<ul style="list-style-type: none"> Application Specific Monitoring <ul style="list-style-type: none"> Monitor Web Server Connectivity Monitor Web Site Availability Monitor Web Site Page Responsiveness Monitor Application Specific Services Minimalizes Support Issues 	X	X	X	X	
<ul style="list-style-type: none"> Application Performance Reviews 	X				X
<ul style="list-style-type: none"> Database Performance Reviews 					
<ul style="list-style-type: none"> Application Administration Assistance 	X		X		
<ul style="list-style-type: none"> Scheduled Reports 	X				
<ul style="list-style-type: none"> System health checks 					X
<ul style="list-style-type: none"> Performance tuning <ul style="list-style-type: none"> ProjectDox DB Tuning and re-indexing (periodic) ProjectDox configuration tuning and adjustments based on any progressive performance growth requirements Routine cleanup of the DLcache folder Restart of ProjectDox services and/or Servers during support or patches 					X
<ul style="list-style-type: none"> Online Support Tickets: Responding to application issues reported 	X		X		
<ul style="list-style-type: none"> Software minor patch updates for Support related issues 					X
<ul style="list-style-type: none"> Software resolution to fix a technical reported issue 					X
<ul style="list-style-type: none"> Application support for system down issues for Standard Support customers until problem is resolved or a work around has been identified 	X	X	X	X	X

EXHIBIT A: CHANGE REQUEST FORM


		Avolve Software Change Request Form <i>City of Somewhere</i>	
/			
GENERAL INFORMATION			
Change Request # (CR)			
Project/City/County			
Requestor Name			
Description of Change	<i>[Enter a detailed description of the change being requested]</i>		
Date Submitted			
Priority	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Reason for Change Request	<i>[Enter a detailed description of why the change is being requested]</i>		
Project Artifacts Impacted	<i>[List other artifacts affected by this change]</i>		
Assumptions/Risks	<i>[Document assumptions or comments regarding the requested change]</i>		
Comments/Considerations	<i>[Enter additional comments]</i>		
Attachments/References			
ESTIMATES			
Total Estimated Development Hours	<i>[#hrs]</i>	<i>[Enter the hour impact of the requested change]</i>	
Total Estimated Development Duration	<i>[#dys]</i>	<i>[Enter the duration impact of the requested change]</i>	
Schedule Impact	<i>[WBS]</i>	<i>[Detail the impact this change may have on schedules]</i>	
Cost Impact	<i>[Cost]</i>	<i>[Detail the impact this change may have on cost]</i>	
Comments/Recommendations			
PM Approval Signature			
Date Signed			
IDS Approval Signature			
Date Signed			
CITY OF SOMEWHERE AUTHORIZATION			
Customer Approval Signature			
Date Signed			
Avolve Software 01/01/2015		Page 1 of 1	



EXHIBIT 3
SHI QUOTES

Pricing Proposal
Quotation #: 18763103
Created On: 4/21/2020
Valid Until: 5/31/2020

Clackamas County

Brant Sylvester
121 Library Court
Accounts Payable
Oregon City, OR 97045
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Inside Account Manager

EJ Williams
290 Davidson Ave
Somerset NJ 08873
Phone: 1-800-477-8479
Fax: 1-800-477-8479
Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$119,083.82	\$119,083.82
2 Entry Capacity QAS & ProjectDox SaaS License Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$21,076.80	\$21,076.80
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$8,744.58	\$18,489.16
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,782.00	\$8,782.00
5 ProjectDox Workflow Avolve Software - Part#: BIC Plus Workflow Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$26,010.00	\$26,010.00
6 ProjectDox Workflow Avolve Software - Part#: BIC Core Setup Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,387.50	\$13,387.50
7 ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: QTY 78	78	\$85.51	\$6,669.18

8	ProjectDox Assurance Services Avolve Software - Part#: PS-AS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$8,606.25	\$8,606.25
9	Advanced ProjectDox Integration Avolve Software - Part#: PS-PF.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$16,830.00	\$16,830.00
10	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SUT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Setup Services: - System Setup Database Table Population - mapping control id's to export records - Admin Training - not to exceed 5 hrs	1	\$3,633.75	\$3,633.75
11	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.SSA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Deploy SSA templates/permit letters, assist design and deploy to production – not to exceed 16hrs	1	\$3,060.00	\$3,060.00
12	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AINT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced Integration for OAS to Permitting System	1	\$5,355.00	\$5,355.00
13	BIC Permit Processor Integration Avolve Software - Part#: PS-OAS.PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$7,650.00	\$7,650.00
14	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.FCB Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Fixed Fee Calculations for OAS	1	\$3,060.00	\$3,060.00
15	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Advanced OAS Widget	2	\$4,590.00	\$9,180.00
16	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.VW.B Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS Widget	1	\$3,060.00	\$3,060.00
17	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.P2eF Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Base OAS eForm Existing paper to electronic form design in OAS with < 75 fields and intelligent conditional entry/display	1	\$1,147.50	\$1,147.50
18	Professional Services Package for OAS	1	\$3,060.00	\$3,060.00

Avolve Software - Part#: PS-OAS.BeS
Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02
Note: Advanced OAS eForm < 75 fields – w/ intelligent conditional entry/display

19	Professional Services Package for OAS Avolve Software - Part#: PS-OAS.AeS Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$4,590.00	\$4,590.00
20	PlansAnywhere Onboarding Avolve Software - Part#: PS-PA-ONBRD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$6,799.15	\$6,799.15
21	PlansAnywhere Training Avolve Software - Part#: TES-PA-TRA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Custom OAS eForm >75 fields to 150 fields –intelligent conditional entry/display	1	\$1,020.00	\$1,020.00
22	Change Management Avolve Software - Part#: Unboxed Consulting Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
23	ProjectDox Bundled Training Avolve Software - Part#: PKG-PDOX.TRN Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$13,050.00	\$13,050.00
24	ProjectDox Training Avolve Software - Part#: TES- INTRO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to ProjectDox (12)	3	\$1,125.00	\$3,375.00
25	ProjectDox Training Avolve Software - Part#: TES- MARK Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Introduction to Markup	3	\$1,350.00	\$4,050.00
26	ProjectDox Training Avolve Software - Part#: TES-BICPR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Reviewers	3	\$2,000.00	\$6,000.00
27	ProjectDox Training Avolve Software - Part#: TES-BICCOR Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ProjectDox Workflow Training for Coordinators	1	\$2,000.00	\$2,000.00
28	ProjectDox Training Avolve Software - Part#: TES-PA Contract Name: Omnia Partners - IT Solutions	1	\$1,575.00	\$1,575.00

Contract #: 2018011-02

Note: ProjectDox Administrator Training

Total \$315,624.21

Additional Comments

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Quotes may be updated to reflect changes due to industry wide constraints and fluctuations

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841875
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

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 121 Library Court
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 United States
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 Fax:
 Email: BSylvester@clackamas.us

Inside Account Manager

EJ Williams
 290 Davidson Ave
 Somerset NJ 08873
 Phone: 1-800-477-8479
 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$162,431.87	\$162,431.87
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$162,431.87

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18841980
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

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Inside Account Manager

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 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$166,636.69	\$166,636.69
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$166,636.69

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-2439576; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shi.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
 Quotation #: 18842182
 Created On: 5/5/2020
 Valid Until: 5/31/2020

Clackamas County

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 Fax: 1-800-477-8479
 Email: EJ_Williams@shl.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 SaaS ProjectDox and QAS Avolve Software - Part#: SAAS-P.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$170,967.65	\$170,967.65
2 Entry Capacity QAS & ProjectDox SaaS Licenses Avolve Software - Part#: SAAS-T.E Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
3 PlansAnywhere Avolve Software - Part#: SOFT-PALP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	\$0.00	\$0.00
4 PlansAnywhere Avolve Software - Part#: SUB-PA-FTM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
		Total	\$170,967.65

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009846; DUNS# 81-1429481; CCR# 81-243957G; CAGE 1HTFD

Purchase orders and inquiries can be sent to the team at TeamOregon@shl.com.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.