AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 1ˢᵗ day of November 2023 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and OpenGov, Inc. ("Service Provider"), identified as a C Corporation and whose address is PO Box 41340 San Jose, CA 95160. This Agreement is made with reference to the following facts.

I. RECITALS

1.1   Town desires to engage Service Provider as the sole provider for the services described in this Agreement and the Service Provider was found to be a responsible supplier for these services.

1.2   Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

1.3   Town desires to engage Service Provider to provide additional service for E-Procurement and Contract Management.

1.4   Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

2.1   Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on November 2, 2023, which is hereby incorporated by reference and attached as Exhibit A.

2.2   Term and Time of Performance. The effective date of this Agreement shall begin December 30, 2023, until December 29, 2024.

2.3   Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.4   Intentionally omitted.

2.5   Compensation: Compensation for services in the amount **not to exceed $31,644**, inclusive of all costs. Payment shall be based upon Town approval of each task.

2.6   Billing. Billing shall be annually by invoice within thirty (30) days of the execution of this Agreement.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:
Town of Los Gatos
Attn: Accounts Payable
P.O. Box 655
Los Gatos, CA 95031-0655
kbuch@losgatosca.gov

2.7   Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

2.8   Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

2.9   Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s).   With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.

2.10   Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this

employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.11   Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity.   Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III.   INSURANCE AND INDEMNIFICATION

3.1   Minimum Scope of Insurance:

   i.   Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars ($2,000,000) aggregate for bodily injury, personal injury and property damage.

   ii.   Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

   iii.   Service Provider shall provide to the Town all certificates of insurance, with endorsements effecting coverage.   Service Provider agrees that all certificates and endorsements are to be received by the Town before work commences.

General Liability:

   i.   The Town, its elected and appointed officials, employees, and agents are added as additional insured for commercial general liability coverage for activities performed by the Service Provider.

   ii.   The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees and agents for services supplied by Service Provider. Any insurance or self-insurances maintained by the Town, its officers, officials, or employees shall be excess of the Service Provider's insurance and shall not contribute with it.

   iii.   Intentionally omitted.

iv.   The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2   <u>All Coverages</u>. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3   <u>Workers' Compensation</u>. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

3.4   <u>Indemnification</u>. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, and employees from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of an uncured material breach of the Agreement due to the grossly negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV.   GENERAL TERMS

4.1   <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

4.2   <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

4.3   <u>Termination of Agreement</u>. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement.

4.4   <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

Agreement for Services
OpenGov, Inc.

4.5   Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall   be entitled to reasonable attorney's fees, including costs of appeal.

4.6   Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos   OpenGov, Inc
Attn: Town Clerk   PO Box 41340
110 E. Main Street   San Jose, CA 95160
Los Gatos, CA 95030

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.7   Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8   Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos by: OpenGov, Inc by:

_____   _____
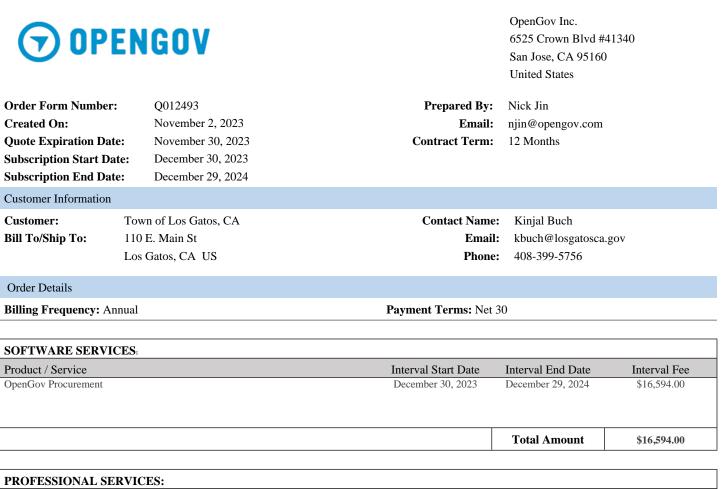Laurel Prevetti, Town Manager   Sam Kramer, VP Finance

Recommended by:

_____
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

_____
Gabrielle Whelan, Town Attorney

Attest:

_____
Wendy Wood, CMC, Town Clerk

OPENGOV

Order Form Number:	Q012493	**Prepared By:**	Nick Jin
Created On:	November 2, 2023	**Email:**	njin@opengov.com
Quote Expiration Date:	November 30, 2023	**Contract Term:**	12 Months
Subscription Start Date:	December 30, 2023		
Subscription End Date:	December 29, 2024		

Customer Information

Customer:	Town of Los Gatos, CA	**Contact Name:**	Kinjal Buch
Bill To/Ship To:	110 E. Main St	**Email:**	kbuch@losgatosca.gov
	Los Gatos, CA US	**Phone:**	408-399-5756

Order Details

Billing Frequency: Annual   **Payment Terms:** Net 30

SOFTWARE SERVICES:

Product / Service	Interval Start Date	Interval End Date	Interval Fee
OpenGov Procurement	December 30, 2023	December 29, 2024	$16,594.00
		Total Amount	**$16,594.00**

PROFESSIONAL SERVICES:

Product / Service	Start Date	Total Amount
Professional Services Deployment - Fixed Fee	December 30, 2023	$15,050.00
	Services Total Amount	**$15,050.00**

Order Form Legal Terms

This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), as of the date of the last signature below ("Effective Date"). This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties on July 27, 2023 ("SSA"), the attached Agreement for Services, and the attached Statement of Work ("SOW"), combined, the documents are the "Agreement".

Compensation for services in this Order Form in the amount not to exceed $31,644, inclusive of all costs.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges and agrees to be legal bound by this Order Form and all documents incorporated into this Order Form.

Town of Los Gatos, CA	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Statement of Work

Town of Los Gatos, CA

Creation Date: 10/20/2023
Document Number: PS-03827
Version Number: 2
Created by: Jennifer Nordin

Table of Contents

1. Overview and Approach
1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for Town of Los Gatos, CA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Master Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Procurement suite as defined in the OpenGov Responsibilities section of this document (Section 2.5). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Procurement solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

2.2.   Facilities and Hours of Coverage

OpenGov will:
    A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
    B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
    C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3.   Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.
Per
    A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
    B. Individual software modules are configured based on discussions between OpenGov and Customer.
    C. Procurement Suite
        i. Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
        ii. OpenGov template configuration will include up to one (1) solicitation templates and up to one (1) contract templates (See Appendix B for list).
        iii. Customer will provide a complete and accurate contracts log and vendor list for import to OpenGov.

2.4.   OpenGov Responsibilities

2.4.1.   Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

    A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;

    B. maintain project communications through your Project Manager;

    C. establish documentation and procedural standards for deliverable Materials; and

D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;

B. work with your Project Manager to address and resolve deviations from the project plan;

C. conduct regularly scheduled project status meetings; and

D. administer the Project Change Control Procedure with your Project Manager.

Completion Criteria:
This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:
- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

2.4.2.   Activity 2 – Initialization

OpenGov will provide the following:

A. Customer Entity configuration
B. System Administrators creation
C. Solution Blueprint creation
D. Data Validation strategy confirmation

Completion Criteria:
This activity will be considered complete when:
- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:
- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.4.3.   Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Procurement Use Cases
A. Automate Solicitation Development
B. Enhance Supplier Engagement and Collaboratively Evaluate + Award
C. Make Contract Management Centralized and Proactive

Completion Criteria:
This activity will be considered complete when:

Procurement Use Cases
- Vendor Portal is configured
- Vendor List is imported
- Solicitation Templates are configured
- Intake Request Template and Workflow are configured
- Contracts Log is imported
- Contract Templates are configured

Deliverable Materials:
- Formal sign off document

2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:
- Administrator training is provided
- Agency-wide intake training is provided

Deliverable Materials:
- Formal sign off document

2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);

B. serve as the interface between OpenGov and all your departments participating in the project;

C. administer the Project Change Control Procedure with the Project Manager;

D. participate in project status meetings;

E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;

F. resolve deviations from the estimated schedule, which may be caused by you;

G. help resolve project issues and escalate issues within your organization, as necessary; and

H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or

B. The End date is reached

2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of four months after project kick off ("End Date") or on other dates mutually agreed to between you and OpenGov.

2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution	■			
	Solicitation Development Solution		■		
	Contract Management Solution			■	
	Intake End User Training			■	
Reporting & Transparency				■	
GoLive Support	Hypercare		■	■	■
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

2.9. Charges

The Services will be conducted on a Fixed Price basis.This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

2.10. Offer Expiration Date

This offer will expire on November 30, 2023 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process**:
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* – Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in the "Customer Delays" provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - Professional Services to the customer could be stopped;
  - Delay to any agreed timelines; or
  - Not having the same Professional Services team assigned.

Appendix B: Implementation Activities

B-1: OpenGov Procurement Suite

Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
Website Instance Creation	OpenGov will: ● Build customer portal and upload Customer's logo.	Customer will: ● Provide logo. ● Confirm access to the Portal.

Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities

Technical Project Review	OpenGov will:
	● Provide up to one (1) two-hour working session at the beginning of the project to:
	   o Finalize list of templates
	   o Review technical requirements
	   o Provide documentation on requirements and processes
	
	OpenGov Assumptions:
	● Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.
		Customer will:
		● Identify relevant participants for attendance.
		● Confirm deliverables.
		● Gather and provide relevant data for the project.

Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Vendor Portal	OpenGov will:	Customer will: ● Allocate resources to create the Vendor Portal.

	• Provide the Customer with iframe code and documentation to create the Vendor Portal. • Import the list of vendors provided by Customer. OpenGov Assumptions: • Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.	• Provide vendor email list and send vendor email/letter. • Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.
Generic Template	OpenGov will: • Deploy generic templates • Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.	Customer will: • Provide a copy of the next solicitation document. • Provide information to complete the generic solicitation upload template including forms and an example recent solicitation. • Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Solicitation Development Solution	OpenGov will: • Review and confirm the Solicitation Templates and forms provided by Customer. • Work with Customer to design and get sign off on the first template. • Following the sign off of the first template, configure the remaining templates in the system. OpenGov Assumptions:	Customer will: • Provide templates with standard boilerplate language. • Provide forms associated with solicitation templates. • Provide admin documents. • Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design • Sign off on the first template before beginning the subsequent templates.

	● OpenGov will configure up to One (1) Solicitation Template(s) with standard boilerplate language: ○ Request for Proposal for Services	● Validate and provide signoff on Solicitation Templates.

Intake Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Intake Process	OpenGov will: ● Review current intake Process. ● Perform basic intake Training. ● Perform a gap analysis ● Configure "Review/ Approval" workflow defaults for each department. ● Build the Intake/Project Request Template.	Customer will: ● Provide OpenGov with any Intake/Project RequestForms (templates) in current use. ● Validate and provide signoff on Intake/ Project Request template.

Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
Create and Manage Contracts	OpenGov will: ● Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s). ● Provide guidance and instruction to System Administrator on creating and managing contracts.	Customer will: ● Attend scheduled System Overview ● Create and manage contract records in the system with guidance from OpenGov.
Historical and/or Active Contracts	OpenGov will: ● Provide a mapping document for the metadata of contracts to be uploaded into the system.	Customer will ● Provide contract log per the mapping document.

	• Import the contract records listed in the contract log. OpenGov Assumptions: • Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.	
Contract Template Deployment	OpenGov will: • Review & configure agreed upon contract templates. OpenGov Assumptions: • OpenGov will configure up to One (1) Contract Template(s) with standard boilerplate language: ◦ Services Agreement	Customer will: • Provide templates with standard boilerplate language. • Validate and provide signoff on Contract templates.

Working Sessions and Trainings

Description	OpenGov Responsibilities	Customer Responsibilities
Procurement Working Sessions	OpenGov will: • Assign practice exercises to Customer to gain familiarization. • Assist Customer during first real-life solicitation posting, and opening (if during deployment). • Respond to questions regarding configured system functionality.	Customer will: • Complete practice exercises to gain familiarization. • Identify internal Admin Users & security permissions for all other users.
Procurement Training	OpenGov will: • Provide training on system functionality. Topics include:	Customer will: • Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

| | | Creating Bids with Generic Templates Live Bid Management & Vendor Experience Evaluation and Awarding Writing Solicitations using templates Contract Document Developer Tools Intake Training and Workflow | |

Appendix C: Technical Requirements

C-1: OpenGov Procurement Suite

Procurement Suite	
Description	**Technical Requirements**
Logo	.png or .jpg file - At least 300KB but not larger than 500KB
Vendor List	- Single Flat file .csv or .xlsx format
Historical/Active Contracts	- Single Flat file .csv or .xlsx format
Templates with boilerplate language	PDF or Word format
Intake/Project Request Templates	PDF or Word format
Admin Documents	PDF or Word format