

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF AWARD OF CONTRACT

TO: ACCELA, INC.
2633 CAMINO RAMON, STE.500
SAN RAMON, CA 94583

DATE ISSUED:

MARCH 29, 2016

CURRENT REFERENCE NO:

530-15-RFP

CONTRACT TITLE:

PERMITTING AND LAND
MANAGEMENT SYSTEM

THIS CONTRACT IS NOT CONSIDERED ACTIVE FOR WORK UNTIL
EXPRESSELY AUTHORIZED IN WRITING BY THE PURCHASING AGENT OR
DESIGNEE;

MINIMUM DEADLINE IS 10 DAYS from when this notice is issued.

Your firm is awarded the above referenced contract in accordance with the response submitted by you on December 23, 2014. The contract term covered by this Notice of Award is effective MARCH 31, 2016 and expires on MARCH 30, 2021.

ATTACHMENTS:

ARLINGTON COUNTY CONTRACT NO. 530-15-RFP
RECOMMENDATION FOR AWARD MEMO

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

ACCELA CONTACT: COLIN SAMUELS

VENDOR TEL. NO.: 925-659-3200

E-MAIL: csamuels@accela.com

COUNTY CONTACT: SHAHRIAR AMIRI

COUNTY TEL.NO.: 703-228-3848

E-MAIL: samiri@arlingtonva.us

CONTRACT AUTHORIZATION

DISTRIBUTION


Robert Jenkins
ASSISTANT PURCHASING AGENT

03/29/16
DATE

BID FOLDER: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 530-15

THIS AGREEMENT is made, on the date of execution by the County, between ACCELA, INC. ("Contractor") a California Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of:

This Agreement,

Exhibit A – *Statement of Work: Arlington County Integrated Permitting and Land Management Implementation and Managed Services*

Exhibit B – *Pricing and Payment Schedule*

Exhibit C – *Accela Licensing Agreement*

Exhibit D – *Accela Maintenance Agreement*

Exhibit E – *Accela Hosting Agreement*

Exhibit F – *County Nondisclosure and Data Security Agreement*

Exhibit G – *Escrow Registration Agreement with NCC Group, Inc.*

Exhibit H – *RFP Permitting Specifications with Accela Response*

Exhibit I – *RFP Technical Specifications with Accela Response*

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Attachment A), the primary purpose of the Work is to host and implement *Accela Automation Software*, an integrated permitting and land management software system (the "System") to support the County's processes for planning, land management, permitting, inspections, plan review, and code enforcement. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

The Work will commence on March 31, 2016 and must be completed no later than March 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than five additional 12-month periods, from March 31, 2021, to March 30, 2026 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Attachment A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer in accordance with the requirements of the Contract. If provided to Contractor, the number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Attachment B includes all costs and expenses of providing the services described in this Contract.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by the resulting Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase

order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

19. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 business days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. Upon such termination, the Contractor may apply for compensation for Contract services that the County previously accepted ("Termination Costs"), unless payment is otherwise barred by the Contract. The Contractor must submit any request for Termination Costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for Termination Costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. **Termination for Breach or Default.** If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of

termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor will be liable for damages for which is it legally responsible that arise from the default. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to Termination Costs, as defined above, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

20. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold

harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract. Contractor has the sole right to provide and control the defense of any intellectual property action. Contractor has no indemnity obligation for any claim resulting from the County's misuse of the system in combination with third-party products, as further described in the License Agreement, Exhibit C, Sec. 3.2.2.

22. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract, except to the extent the works are proprietary to Contractor or derivative works thereof, or are provided to County with the understanding of Contractor's intent to provide to other Customers. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

23. OWNERSHIP AND RETURN OF RECORDS

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents, or records of any type, whether written, oral or electronic, and all documents, generated by the Contractor or its subcontractors as a result of this Contract (collectively "Records") are the exclusive property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or willingly cause or allow such materials to be used for any purpose other than performance of this Contract without the written consent of the County. Contractor retains ownership of all software deliverables, consistent with the license to the Contractor's software.

The Records are confidential, and the Contractor will neither release the Records nor share their contents. The Contractor will refer all inquiries regarding the status of any Record to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all Records, including hard copies of electronic records, to the Project Officer and will destroy all electronic Records.

The Contractor agrees to include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

24. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with the requirements detailed in the Contract; and Accela will maintain NIST 800-53 Security and Privacy

Control compliance, to include annual, 3rd party (external) audit and subsequent execution of a Plan of Action and Milestone to maintain compliance, all of which is available for review by the County, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit F) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.
- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format agreed to by both parties. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

25. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

26. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

27. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

28. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

29. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

30. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

31. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

32. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within 130 days after receipt of the auditor's report. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

33. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

34. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

36. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning

contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

37. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

38. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

39. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

40. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

41. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

42. ATTORNEY'S FEES

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

43. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

44. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

45. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

46. NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Accela, Inc.
2633 Camino Ramon, Ste. 500
San Ramon, CA 94583
Att: Colin Samuels, Asst. Corp. Secretary
(925) 659-3200
csamuels@accela.com

TO THE COUNTY:

Shahriar Amiri, Project Officer
2100 Clarendon Blvd., Suite 1000
Arlington, VA 22206
703-228-3848
Samiri@arlingtonva.us

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. LIMITED ENGLISH PROFICIENCY

The Contractor must comply with Executive Order 13166, Title VI of the Civil Rights Act of 1964 and make reasonable efforts to ensure that as part of the services that it provides, adequate communication services, including interpretation and translation, are available to persons who have limited English proficiency. If such services are not included in the Contract's scope of services and pricing, the Contractor will use a County-contracted service provider, and the County will pay the fees.

49. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit

must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. Additional Insured -- The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

51. LIMITATION OF LIABILITY

To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by the County exceed two times (2X) the fees paid to Accela by the County

for the applicable products or services during the 12 calendar months immediately preceding the circumstances that give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages. The limitation does not apply to any action for personal injury, including death, or property damage or to indemnity obligations, including IP indemnification.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
OF COUNTY, VIRGINIA

ACCELA, INC.

AUTHORIZED

SIGNATURE:  _____

NAME: MICHAEL E. BEVIS

TITLE: PURCHASING AGENT

DATE: 3/29/16

AUTHORIZED

SIGNATURE:  _____

NAME AND COLIN SAMUELS

TITLE: ASST. CORP. SECRETARY

DATE: 28 MARCH 2016

Statement of Work

Arlington County
Integrated Permitting and Land Management System

March 2016

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1. INTRODUCTION

The County has embarked on a multi-year initiative with Accela to host and implement the Accela Civic Platform software, an integrated permitting and land management software system (the "System") to support the County's processes for planning, land management, permitting, inspections, plan review and code enforcement.

This Statement of Work ("SOW") details how Accela will implement the System for the County. Scope not specifically defined within this document is excluded.

2. IMPLEMENTATION OVERVIEW

Accela will configure the System to meet the specific requirements documented in Exhibit H and Exhibit I and as the parties will define in the To-Be Analysis document (detailed below). Accela will also provide the services set forth in the hosting, licensing and maintenance agreements. Except as otherwise agreed by the parties, the projected duration of the implementation is 15 months.

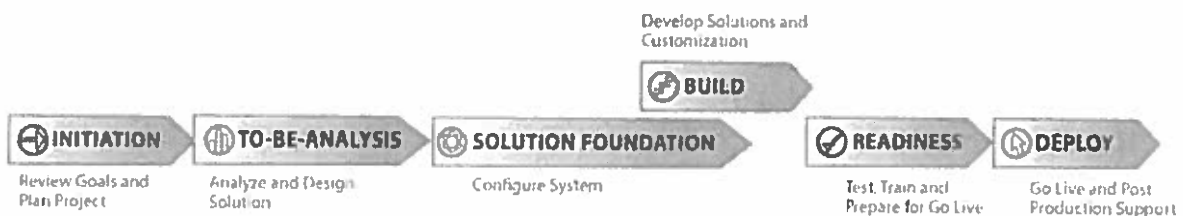
2.1 Accela Cloud Services Hosted Software

The Accela Civic Platform comprises the following Accela software, which are in scope for this Project:

- Accela Land Management Site
- Accela Citizen's Access - Population
- Accela GIS
- Accela Mobile Office Site (Accela Mobile Office License includes all IOS and Android applications, along with the Windows laptop application. Accela will configure applications for use by the County.)
- Crystal Reports Server 2011
- Accela Electronic Document Review

2.2 Implementation Methodology

Accela will deliver its services to the County by employing the methodology detailed in this section.



The stages of project delivery flow in a linear direction, although tasks within a stage or in different stages may run in parallel to avoid project delays. Each stage has pre-defined Deliverables and tasks. A Deliverable consists of products, services, or a combination of both products and services. Product is a tangible deliverable provided through services described herein and does not include Accela software and the maintenance or hosting of the software. The-high level stage descriptions below include sample deliverables. Specific deliverables are in Appendix B.

INITIATION

Initiation is the first stage in the lifecycle, during which the parties will finalize the project management documentation, including the initial Project Plan, a formal document used to guide project execution and control, and review the project scope and objectives. In addition, Accela will conduct high-level training on the software in order to introduce the County's project team to the System.

TO-BE ANALYSIS

To-Be Analysis is the second stage in the lifecycle. During To-Be Analysis, Accela will review the County's existing documentation, interview County staff and conduct workshops to understand the County's "To-Be" vision for the Accela Civic Platform. Accela will gain a deeper understanding of the County's processes and business rules, and the County will gain a deeper understanding of Accela's methodology and the Accela Civic Platform capabilities. The resulting To-Be Analysis document will be the foundation for configuration of the Accela Civic Platform. Accela will also finalize the inventories of all other solution components (e.g., interfaces, reports, event scripts, data conversion programs) and create the configuration specification documents.

SOLUTION FOUNDATION

Solution Foundation is the third stage in the lifecycle. It begins upon completion of To-Be Analysis and may overlap with the next stage, Build. During this stage, Accela will configure the System based on the To-Be Analysis document, including configuration by Record Type, a category of permit information with a unique workflows.

BUILD

Build is the fourth stage in the lifecycle. During this stage, Accela will build and quality check the remaining System components, including interfaces, reports, event scripts, and data conversion programs.

READINESS

Readiness is the fifth stage in the lifecycle. During this stage, Accela and the County will fully test the Accela Civic Platform; identify, document and correct errors; and prepare the System for deployment. Accela will also train the County's system administrators and end users to use and administer the Accela Civic Platform once it is in production.

DEPLOY

Deploy is the sixth and final stage in the lifecycle. During this stage, Accela will move the System to production; identify, track and complete all pre-production activities; and complete post-production analysis and review. Upon moving to production, Accela will transfer the System and all documented issues or enhancement requests from the Accela professional services team to the Accela Customer Support Center ("CSC") for ongoing support. The CSC will instruct the County on customer service channels and use of the Accela knowledge base.

2.3 Deliverables and Timeline

The table below provides a list of the project Deliverables, which are detailed in Appendix B. Except as otherwise agreed by the parties, the projected duration of the implementation is 15 months. The project will start on September 6, 2016.

Stage	Deliverable #	Deliverables	Projected Duration	Number of Trips
Initiation	1	Project Planning and Documentation	1 month	3
To-Be Analysis	2	Accela Civic Platform Cloud Setup	4 – 6 months	22
	3	To-Be Analysis Sessions		
	4	To-Be Analysis Document		
Solution Foundation	5	Accela Civic Platform Solution Foundation	4 – 5 months	10
Build	6	A-E Legacy Data Conversion Analysis	5 months NOTE: This stage overlaps in part with the Solution Foundation and Readiness stages and ends before the completion of the Readiness stage.	12
	7	A-E Legacy Data Conversion Development		
	8	A-D Interface Analysis and Development		
	9	OnBase EDMS Support		
	10	Selectron IVR Support		
	11	Business Process Validation and Automation (Scripting)		
	12	Report Specifications		
	13	Report Development		
	14	Accela GIS Deployment		
	15	Accela Citizen Access Configuration		
	16	Accela Mobile Office Configuration		
	17	Accela Electronic Document Review Configuration		
	18	V360 User Experience		
	19	Administrative (Technical) Training		
20	Train the Trainer			
Readiness	21	User Acceptance Testing (UAT)	3-4 months	10
Deploy	22	Production Support	1 month	12
	23	Post Deployment Support and Transition to Customer Support		
Manage	24	Project Management	Duration of the project	

2.4 Assumptions and General Responsibilities

This section contains basic assumptions upon which the parties have relied on in agreeing to this SOW and lists general responsibilities related to those assumptions. If any assumption proves to be incorrect, it may cause changes to the project's schedule, fees, expenses, work product or otherwise impact Accela's performance and may require a change request. The details of the implementation and the parties' responsibilities are in Appendix A.

STAFFING AND RESOURCES

- Each party will commit the necessary personnel and management involvement to support all stages of the project. The general roles and responsibilities of the County and Accela project teams are described in Appendix A. The expected time commitments from these resources will be defined in the Project Charter, which is described in Deliverable 1: Project Planning and Documentation and documents how the project will be governed.
- Each party will provide a dedicated Project Manager throughout the course of the project. The County Project Manager will have primary responsibility for the scheduling of County employees and facilities in support of project activities.
- During the Initiation stage of the project the County will assign a designated approver for Deliverables who will be responsible for overseeing and participating in the design, development and approval of the Deliverable. The designated approver will be responsible for coordinating with any other County personnel who are involved in the review and approval process.
- The County will be responsible for its relationships with third parties that are not contracted through Accela and will work to ensure that the third parties cooperate with Accela.
- Accela will be responsible for the day-to-day supervision and control of its employees and employees of any of its subcontractors. The County may interview and reasonably reject any member(s) of the proposed Accela project team, including any subcontractors.
- Accela's Project Manager and Solution Lead are key personnel and will be available to work from contract signing through the acceptance of deployment. If either becomes or is expected to become unavailable or to devote less effort than indicated in this SOW, Accela will immediately notify the County Project Manager and will promptly assign personnel of at least substantially equal characteristics, ability and qualifications, subject to County approval.
- Accela will assign other personnel acceptable to the County Project Manager by September 6, 2016. Accela will request approval of any personnel substitutions in writing and will detail the circumstances necessitating the proposed substitutions. The request will contain a complete resume for the proposed substitute(s) and any other information requested by the County Project Manager to evaluate the request.
- Accela will address any performance issues identified by the County Project Manager immediately, and the County's Project Manager will approve the proposed resolution. If the action taken does not resolve the performance issues, the County's Project Manager may request the replacement of staff, and Accela will replace the staff as soon as possible.

PROJECT ADMINISTRATION

- Each party will provide timely and appropriate responses to the other's requests for information.
- Each party will ensure that appropriate personnel are available for meetings, tasks, collaboration and training as needed.

- Accela will develop all supporting documentation for industry-standard Microsoft Windows-based PCs using Microsoft Office applications (Word, Excel, Visio, Project and PowerPoint), unless otherwise agreed.
- Accela may complete the Work on-site or remotely, as agreed by the parties. On-site work will be performed in Arlington County or the Washington DC metro area, as determined by the County. Remote work will be performed from any location, as determined by Accela.
- When the Accela project team works on-site at a County facility, the County will provide a suitable workspace, equipped with appropriately functional and usable desktop workstations, phones and network access to and connectivity with all systems, networks and data as necessary.
- Accela will manage the project schedule using Microsoft Project. Should any tasks slip behind schedule ten business days, Accela and the County will escalate according to the escalation plan in the Project Charter (detailed in Deliverable No. 1) and invoke the change management process as necessary.
- Accela will document Deliverables using Accela's templates unless the parties agree otherwise.

IMPLEMENTATION AND DATA CONVERSION

- Accela will implement the features that are available in the current production release at the time of contract signing. Accela will deploy new releases and patch upgrades to the Accela Cloud production environment throughout the implementation.
- The County is responsible for the installation and maintenance of all third-party products that are not hosted in the Accela Cloud Environment.
- The County will acquire an online merchant account and all related hardware required by the merchant account provider to enable the use of credit cards and checks with the System.
- The County will provide Accela access to a development or test environment of the third-party software systems for interface development. All interfaces will be developed against one County specified version of a third-party integration system. If local development of interfaces is required, the County will provide a workstation with appropriate software for development (e.g. Visual Studio).
- Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data will be executed "As-is" into the Accela Civic Platform. "As-is" means that the data will be transferred as mapped to existing data elements in the Accela Civic Platform. The conversion process will not create configuration data, which means that if invalid, inaccurate or incomplete data is provided, it will be loaded into the Accela Civic Platform "As-Is". All data cleanup must occur prior to execution into the Accela Civic Platform.
- Data will be mapped and converted using Accela's methodologies and conversion tools.
- The County will provide the legacy source data in an Oracle or Microsoft SQL Server database format that is currently supported by the Accela Civic Platform. As specified in the conversion Deliverable section, the County will need to convert a number of its data sources to an Oracle or SQL format. The County may provide reference data in a pipe-delimited flat file format.
- Each data source to be converted is a single source, meaning a set of data with a main base table that holds the base records. The other tables in the database will be used to migrate a set of data into the Accela Civic Platform and contains the record id and all of the associated attributes (i.e. ASI, People, Fees, Workflows, Inspections, etc.). If there are multiple base tables in a data source, the data will be treated as multiple sources.

2.5 Change Management

The estimated fees for this implementation are predicated on the timely completion of project milestones. If a change is identified that will impact the project approach, timeline, resources or scope, the County and Accela Project Managers will invoke the change management process to determine the impact to the project budget. Accela will then issue a Change Order Template (Appendix C) – written authorization providing a change from the original plans, specifications, other contract documents or cost – for the County’s approval. Both parties will sign any Change Order before it takes effect.

3. APPENDIX A: PROJECT PERSONNEL

The tables below list the primary roles for each party and the high-level responsibilities of each role. Additional roles may be added as the project progresses. Some people might fill more than one role, and some roles might require more than one person. The Project Charter will detail the specific personnel assigned to and the time commitment for each role.

3.1 County personnel

County Roles	Responsibilities
Project Sponsors	<ul style="list-style-type: none"> • Ensure project aligns with County strategy and goals • Provide high-level oversight throughout the duration of the project • Create an environment that promotes team work and user adoption • Garner support from all County stakeholders • Assist in removing execution obstacles • Resolve issues and risks escalated by the Project Manager • Act as vocal and visible project champion
Project Manager	<ul style="list-style-type: none"> • Manage and monitor project scope, schedule, cost, resources, risk, issues and communication • Collaborate closely with Accela Project Manager • Enforce project governance and structure in regards to quality assurance, change control, communication and escalation management
Division / Departmental Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Fully engage in the business analysis and system configuration activities • Gather data as necessary for the project and make decisions about business processes • Assist in the creation of To-Be Analysis documents, specifications for reports, automation, interfaces & conversions • Review and test the system configuration • Participate in test planning, test script development and user acceptance testing • Attend software training
Technical Lead	<ul style="list-style-type: none"> • Manage integration and interfaces with other systems and serve as primary point of contact for all County interfaces as detailed in Deliverables 8 – 10 • Work with Accela technical personnel during implementation • Act as the primary technical resource for troubleshooting problems
Report Developer	<ul style="list-style-type: none"> • Understand the reporting needs of County • Build or amend reports as needed • Attend software training

3.2 Accela personnel

Accela Roles	Responsibilities
Project Executive	<ul style="list-style-type: none"> • Partner closely with the County Sponsor and participate in Steering Committee meetings as requested. • Provide high-level oversight throughout the duration of the project • Assist in removing Project execution obstacles • Resolve issues and risks escalated by the Project Manager
Project Manager -- key personnel	<ul style="list-style-type: none"> • Manage and monitor project scope, schedule, cost, resources, risk, issues and communication • Collaborate closely with County Project Manager • Enforce project governance and structure in regards to quality assurance, change control, communication and escalation management • Maintain project workspace and create weekly status reports
Solution Lead -- key personnel	<ul style="list-style-type: none"> • Responsible for the functional and technical consultants, working directly with client SMEs and technical personnel throughout all aspects of the implementation • Manage and assist in To-Be Analysis activities • Manage and assist in configuration activities • Manage and assist in technical configuration activities • Provide design oversight and direction to the team • Ensure quality of all Deliverables • Ensure Accela is adhering to its methodology • Provide expertise and direction on best practices • Provide expertise and guidance on release/environment management • Assist with analysis of change requests
Functional Consultant	<ul style="list-style-type: none"> • Lead configuration analysis • Develop report specifications • Develop business automation/validation specifications • Aid in UAT issue resolution • Support Go-Live activities • Provide support to the Technical Consultant • Provide support to the Training Consultant • Configure the solution • Participate in test planning and user acceptance testing

Accele Roles	Responsibilities
Technical Consultant(s)	Data Conversion Consultant <ul style="list-style-type: none"> • Review data conversion approach and Deliverable expectations • Develop data conversion data map • Build and Unit Test, smallest testable parts of an application are scrutinized for proper operation, data conversion program • Execute and support data conversion for testing and go-live
	Interface Consultant <ul style="list-style-type: none"> • Conduct Interface analysis sessions with the County • Develop data integration specifications for importing or exporting data from the Accele Civic Platform • Build and Unit Test data integration programs
	Report Consultant <ul style="list-style-type: none"> • Manage and assist in the development of report specifications • Manage and assist in the development of reports • Manage and assist in Unit Testing reports • Manage report deployment
	Scripting <ul style="list-style-type: none"> • Manage and assist in the development of scripts specifications • Manage and assist in the development of scripts • Manage and assist in Unit Testing scripts • Manage script deployment
	AMO <ul style="list-style-type: none"> • Manage and assist in the development of Accele Mobile Office (AMO) specifications • Manage and assist in the development of AMO configuration • Manage and assist in Unit Testing AMO configuration • Manage AMO deployment
	GIS <ul style="list-style-type: none"> • Manage and assist in the development of GIS specifications • Manage and assist in the development of GIS configuration • Manage and assist in Unit Testing GIS configuration • Manage GIS deployment
	Accele Cloud Environment Lead <ul style="list-style-type: none"> • Install and set up Accele Civic Platform
Training Consultant	<ul style="list-style-type: none"> • Deliver Accele Training classes

4. APPENDIX B – STAGES, DELIVERABLES AND TASKS

The following section describes in more detail the project stages, Deliverables and tasks.

For those Deliverables that involve a Product, the parties will use the following procedures for acceptance.

Deliverable Acceptance Procedures

1. Accela submits the Product.
2. The County has 5 business days for review.
3. Accela has 2 business days to cure any deficiencies.
4. The County has 3 business days to review and approve.

Any second reviews will consider only issues and comments raised during the first review.

The County will return to Accela one set of comments regarding each deliverable product. If the County does not respond within five business days after submittal, the deliverable product will be deemed accepted, and the project team will proceed in accordance with the Deliverable.

Upon completion of each Deliverable, Accela will provide the County with the Accela Deliverable Acceptance Form (see Appendix D), which the appropriate County contact, as defined in the Project Charter, will sign and return to Accela.

4.1 Stage 1 – Initiation

DELIVERABLE 1: PROJECT PLANNING AND DOCUMENTATION

During Initiation, the parties will engage in project planning activities, will create and review project management documents and templates and will conduct the first on-site meetings. The objective of these meetings is to review the purpose of the project and formally present and discuss the scope, roles and responsibilities, Deliverables and timeline.

Accela's Responsibilities:

- Finalize staffing for the Accela project team.
- Conduct on-site kickoff meetings.
- Provide the project status report template.
- Finalize and document Deliverable sign-off procedures;
- Develop a Project Charter that defines how the project will be governed, including a detailed escalation plan.
- Finalize a baseline Project Plan that includes resource allocation for all tasks.
- Create the project SharePoint site and load and share standard, current documentation.
- Conduct training in order to prepare the SMEs for the To-Be Analysis stage.
- Develop a communication plan
- Develop a risk and issue management plan

County's Responsibilities:

- Finalize staffing for the County project team

-
- Provide meeting facilities for project kickoff and other on-site activities, including training.
 - Identify County team members who will be responsible for Deliverable sign-off.
-

The following tasks need to be completed prior to Deliverable acceptance:

- Project kickoff presentations
- Project Charter
- Baseline Project Plan
- Project Status Report template
- Project SharePoint site
- Course 1 – Civic Platform Core Team training (2.5 days)
- Communication plan
- Risk and Issue Management Plan

DELIVERABLE 2: ACCELA CIVIC PLATFORM CLOUD SETUP

Accela Responsibilities:

- Set-up the support and staging environments in the Accela Cloud.
- Perform a remote system check of the system.
- Demonstrate that the Accela Civic Platform is operational.

The following task needs to be completed prior to Deliverable acceptance:

- Demonstration of an operational Accela Civic Platform environment, meaning that the County can successfully log into the Accela environment with the administrative account.

4.2 Stage 2 – To-Be Analysis

The To-Be Analysis stage will define the Accela Civic Platform for the County. The resulting To-Be Analysis document will be the blueprint for System design and baseline configuration and will establish the criteria for System testing and acceptance.

The To-Be Analysis sessions and To-Be Analysis document will cover detailed information about the County's business processes, broken down by Record Type. Accela will analyze and document to-be

requirements and workflow for 50 Record Types. Each Record Type will be further defined by the following topics, including employee names and associated roles for each step of the business process:

- Business process overview
- Intake requirements
- Review activities
- Issuance requirements
- Inspection types, scheduling and checklists
- Workflow and processing requirements
- Fee types, processing and schedule
- Citizen portal (Accela Citizen Access) specific to online submittal, inquiry, inspection scheduling and fee payments
- Electronic document review and markup

In addition to completing Deliverables 3-4 during this stage, general requirements will be gathered for the following Deliverables:

- Deliverable 11: Business Process Validation and Automation (Scripting)
- Deliverable 12: Report Specifications
- Deliverable 13: Report Development

Deliverables 11-13 will be updated later in the project, as they are dependent on the completion of earlier stages.

DELIVERABLE 3: TO-BE ANALYSIS SESSIONS

Accela's Project Manager will coordinate the To-Be Analysis sessions in conjunction with the County Project Manager and according to the Project Plan. Accela will conduct the To-Be Analysis sessions and capture pertinent information for each Record Type. Prior to the sessions, the County will provide documentation describing current business processes and standard data used to complete a transaction.

For the analysis, the County will select five Record Types for Accela to demonstrate how the System functionality could operate for the County.

Accela's Responsibilities:

- Review County information.
- Interview County staff in order to understand existing business processes.
- Conduct To-Be Analysis sessions and other meetings as necessary to document business process information that will be automated within the System.
- Build selected prototypes to demonstrate proposed functionality.
- Demonstrate prototypes.

County Responsibilities:

- Provide existing business process documentation, including process flows, fee schedules, commonly used applications, reports and forms and other relevant information.
- Select five Record Types to be demonstrated.

The following tasks need to be completed prior to Deliverable acceptance:

-
- Review and understand existing business processes intended for configuration in the System.
 - Assist the County in streamlining existing business processes for fit into the System.
 - Collect employee names and associated roles and identify user group setups.
 - Review the document intake requirements, forms, and data fields for each process.
 - Review the document output requirements (documents/letters/reports) for each process.
 - Review the document fees, fee schedules, and collection procedures for each process.
 - Review the document inspections and inspection result options for each type.

DELIVERABLE 4: TO-BE ANALYSIS DOCUMENT

Accela will develop the To-Be Analysis document based on the To-Be Analysis sessions.

Accela Responsibilities:

- Complete To-Be Analysis document capturing the County's business processes to be included in the Solution Foundation.

The following task needs to be completed prior to Deliverable acceptance:

- To-Be Analysis document.

4.3 Stage 3 – Solution Foundation

Accela will configure the Accela Civic Platform as agreed to during the To-Be Analysis stage. Once the System configuration is complete, Accela will provide a detailed Solution Foundation Document that represents the entire configuration of the System.

DELIVERABLE 5: ACCELA CIVIC PLATFORM SOLUTION FOUNDATION

Accela will configure and test the System based on the To-Be Analysis document, create a Solution Foundation Document and demonstrate System configuration to the County. The County will verify that System configuration.

Accela Responsibilities:

- Configure and Unit Test the System as defined in the To-Be Analysis document.
- Create the Solution Foundation Document.
- Demonstrate the System configuration.

County Responsibilities

- Verify that the System is consistent with the To-Be Analysis document.

The following tasks need to be completed prior to Deliverable acceptance:

- Accela Civic Platform solution configuration consistent with the To-Be Analysis document.
- Accela Civic Platform Solution Foundation Document.

4.4 Stage 4 – Build

The Build stage includes all of the additional activities that are required to complete the System for the County – data conversion, development of interfaces, business process validation and automation (event manager scripts and expressions), configuration of add-on products and custom report development.

DELIVERABLES 6 A-E: LEGACY DATA CONVERSION ANALYSIS

Data conversion includes the conversion of transactional data to the Accela Civic Platform database upon completion of the Solution Foundation Stage.

Upon receipt of the County's legacy data, Accela will create a Data Conversion Mapping Document detailing the process of mapping and converting the County's legacy data into the Accela Civic Platform. The Solution Foundation stage will be complete before the County approves and finalizes the Legacy Data Conversion Mapping Document as part of Deliverable 6 A-E: Legacy Data Conversion Analysis.

The County will help Accela analyze the data sources, quality and uses and determine where data will be stored in the Accela Civic Platform. Often multiple sources store similar information, so the parties will need to identify the authoritative source. If there is no destination for legacy transactional data, the data will be converted as best fits into another area of the configuration or into a specified configuration field, or the data will be excluded from the conversion, at the County's discretion.

Accela will create a legacy data conversion strategy document that provides detailed information on the methodology and approach for migrating data from the data sources to the Accela Civic Platform. Accela will complete analysis and mapping activities for the following data sources. Approximate record counts for all sources are as published in the Arlington County, VA RFP 530-15, dated 11/12/14.

Deliverable	System Name	Description of Data to be Converted
6A	Accela Permits Plus	Permits Plus data objects to the Accela Civic Platform: 1) permits, applications and case records, 2) Permit Plus master contact data, 3) building, zoning and enforcement records, 4) plan review records, 5) fee transaction records, 6) accounting codes, 7) code enforcement supporting documents (attachments to Permit Plus Records), 8) Permit Plus lookup tables
6B	Administrative Approval	Administrative Approval Access database to the Accela Civic Platform
6C	Zoning Case Management	Zoning Case Management Access database to the Accela Civic Platform
6D	Use Permit	Use Permit Access database to the Accela Civic Platform
6E	Customer Data	Customer Data SQL database to the Accela Civic Platform

Accela Responsibilities:

- Work with the County to document legacy data elements that are required for the conversion.
- Create the legacy data mapping documents.
- Create the legacy data specifications documents.
- Create the legacy data conversion strategy document.

County Responsibilities:

- Provide legacy data in acceptable formats.
- Support data analysis and determine where data will be stored.

The following tasks need to be completed prior to Deliverable acceptance:

- Legacy data conversion mapping document for each data source.
- Legacy data conversion specifications document for each data source.
- Legacy data conversion strategy Document.

DELIVERABLE 7 A-E: LEGACY DATA CONVERSION DEVELOPMENT

Upon County approval of the legacy data conversion documents, Deliverables 6A-E, Accela will develop data conversion programs, Deliverables 7A-E, to migrate appropriate data from each data source into the Accela Civic Platform test environment. Accela will perform Unit Testing of the conversion programs. Each data source will include three data conversion Test Loads, a full run of all data to be converted in the data set.

Accela will provide release notes during the conversion tests (e.g., number of records and expected values in fields), including spot checks of the data within the Accela Civic Platform, in order to identify any data quality or conversion issues. The County will verify the quality of legacy data.

Accela Responsibilities:

- Develop the programs to migrate legacy data into the Accela Civic Platform test environment.
- Unit Test the conversion programs.
- Run three Test Loads of data from each data source.
- Validate the successful completion of the migration.
- Provide output of the Test Loads to the County for verification.

County Responsibilities:

- Assist in the execution of the data conversion programs and provide access to County data sources as needed.
- Validate the conversion statistics and verify the quality of the data converted into the Accela Civic Platform.

The following task needs to be completed prior to Deliverable acceptance:

- Legacy data migration for all data sources into the Accela Civic Platform test environment.

DELIVERABLE 8 A-D: INTERFACE ANALYSIS AND DEVELOPMENT

The parties will work together to document all functional and technical requirements in an Interface Specifications Document for use in building the interfaces. Interface development will begin upon the County's written approval of the Interface Specifications Document.

Accela will use its integration technology – GovXML, web services or batch engine – to develop the interfaces. With the exception of the Virginia State License Database, the County will obtain permission for the type of integration from the appropriate application owners.

The County will be responsible for validating that third-party systems are accessible and open to interfacing with the Accela Civic Platform. The County is responsible for changing third-party systems as required.

Accela will conduct Deliverables 8A-D for each system that will be interfaced with the Accela Civic Platform.

Deliverable	System Name	Description of Applicable System Data
8A	ACE – County tax assessment and collection system	Validates County business license information for contractors and determines if applicants have any unpaid taxes.
8B	Real Estate address database – Enterprise County database	County's central repository of address information.
8C	Oracle financials – Enterprise County general ledger system	Records all payment transactions in County's general ledger system.
8D	Virginia State License Database	Validates state license for contractors and architects.

Accela Responsibilities:

- Conduct interface analysis sessions.
- Create interface specifications document, with County's assistance.
- Develop interface and Unit Test the interface.
- Demonstrate the interfaces.

County Responsibilities:

- Assist in the interface specification and testing processes.
- Validate third-party systems and update those systems as required for purposes of interfacing with the Accela Civic Platform.
- Provide third-party test environments for development and testing of interfaces.

The following tasks need to be completed prior to Deliverable acceptance:

- Interface specifications document.
- Demonstrate that each interface is operational in the development or test environment.

DELIVERABLE 9: ONBASE EDMS SUPPORT

The County uses Hyland's OnBase software for records management. The Hyland solution offers an OnBase Accela Adapter that provides features and functions to integrate data and information between the Accela Civic Platform and OnBase. The County will purchase, install, configure and test the OnBase Accela Adapter. Accela will provide 40 hours of support for the configuration, testing and deployment of the OnBase Accela Adapter. Accela support hours for this Deliverable will be tracked by each Accela project team member as the hours are used and will include a description of how the time was used.

Accela Responsibilities:

- Document hours spent on OnBase EDMS support by Accela project team member and activity.

County Responsibilities:

- Acquire the OnBase Accela Adapter and services for deployment.
- Implement the OnBase Accela Adapter.

The following task needs to be completed prior to Deliverable acceptance:

- 40 hours of support for the OnBase Accela Adapter setup.

DELIVERABLE 10: SELECTRON IVR SUPPORT

The County uses Selectron Interactive Voice Recognition (IVR) software for scheduling inspections. The County will purchase services from Selectron IVR to build the interface with the Accela Civic Platform. Accela will provide 16 hours of support for the configuration, testing and deployment of the Selectron IVR Accela Adapter. Accela support hours for this Deliverable will be tracked by each Accela project team member as the hours are used and will include a description of how the time was used.

Accela Responsibilities:

- Document hours spent on Selectron IVR support by Accela project team member and activity.

County Responsibilities:

- Acquire the Selectron IVR Accela Adapter software and services for deployment.
- Implement the Selectron IVR Accela Adapter.

The following task needs to be completed prior to Deliverable acceptance:

- 16 hours of support for the Selectron IVR Accela Adapter setup.

DELIVERABLE 11: BUSINESS PROCESS VALIDATION AND AUTOMATION (SCRIPTING)

During the To-Be Analysis stage, Accela will have identified opportunities to supplement the Accela Civic Platform's base functionality via Event Manager Script Engine (EMSE) scripts and Expression Builder in order to validate and automate business processes. The Business Process Validation and Automation developed by Accela can be used as models for County staff to later develop and modify additional functionality as needed.

This Deliverable is broken out into two functional areas of the System:

- **EMSE** – used to script automated system activities based on the occurrence or non-occurrence of other activities (**example:** do not allow an inspection to be scheduled prior to a specific workflow task, or auto-calculate and invoice a fee upon application submittal).
- **Expression Builder** – used to script form based interactions that occur prior to triggering an event or master script activity (**example:** auto-population form based data fields based on user-selected values).

Accela will create a Business Process Validation and Automation Specification Document that the County will approve and use to determine completion of the Deliverable.

Accela will create a list of prioritized EMSE Scripts and Expressions to meet the County's requirements. Each EMSE or Expression will have an estimated number of hours to complete the work associated to it. The County will prioritize the list prior to development of any EMSE or Expressions.

Accela will develop up to 360 hours of EMSE scripts and Expressions.

Accela Responsibilities:

- Work with the County to identify potential uses of scripting.

-
- Create the Business Process Validation and Automation Specification Document.
 - Create the EMSE Scripts and Expressions Prioritization List.
 - Develop scripts based on the specifications and priorities and Unit Test.
 - Demonstrate functionality of the scripts.

County Responsibilities:

- Prioritize desired functionality to determine which scripts Accela will develop.
- Verify that each script specification meets the intended business requirement.
- Test the scripts.

The following tasks need to be completed prior to Deliverable acceptance:

- Business Process Validation and Automation Document Specification Document for each selected automation.
- EMSE Scripts and Expressions Prioritization List.
- Development of EMSE and Expression scripts for each selected automation.
- Demonstration of operational business process validation and automation functionality.

DELIVERABLE 12: REPORT SPECIFICATIONS

“Reports” are defined as anything that can be digitally displayed and printed from the system, including but not limited to reports, forms, documents, notices and letters. The To-Be Analysis document will define the reports that the County requires to use the Accela Civic Platform effectively and Accela will estimate the number of hours to complete the work. Accela will create a list of prioritized reports with the recommended reporting tool prior to development of any reports.

Accela will develop up to 1,300 hours of report specifications and reports.

After appropriate training, County personnel will be able to develop future reports using the Accela Report Writer that is included with the Accela Civic Platform or the Crystal Reports XI Server.

Accela will create the report design specification documents with assistance and approval from the County. Reports developed in Accela Report Writer do not require an approved report specification document.

Accela Responsibilities:

- Create the list of reports with prioritization and recommended reporting tool.
- Create report specification documents as required.

County Responsibilities:

- Prioritize desired functionality to determine which reports Accela will develop.
- Verify that each report specification meets the intended business requirement.

The following tasks need to be completed prior to Deliverable acceptance:

- List of reports by reporting tool and as assigned to Accela or the County for specification and development.
- Report specification documents for each report assigned to Accela.

DELIVERABLE 13: REPORT DEVELOPMENT

Accela will develop reports based on the approved report specification documents.

Accela Responsibilities:

- Develop reports based on specifications and Unit Test.
- Demonstrate that the reports are operational.

County Responsibilities:

- Verify that each report meets the intended business requirement.
- Test the reports.
- Develop reports as assigned.

The following tasks need to be completed prior to Deliverable acceptance:

- Development of reports based on agreed specifications.
- Demonstration of operational reports.

DELIVERABLE 14: ACCELA GIS CONFIGURATION

Accela will install and configure Accela GIS to use existing County GIS information and will assist the County with establishing the map service. Accela will test the configuration, including performance, based on the To-Be Analysis stage. As part of this Deliverable, Accela will set up the following GIS features and will train the County how to configure these features:

- Proximity Alerts
- Dynamic Themes
- Attribute Mapping

Accela Responsibilities:

- Install and configure the Accela GIS software.
- Configure Proximity Alerts, Dynamic Themes and Attribute Mapping and Unit Test.
- Demonstrate that the Accela GIS applications are operational in the County environment.
- Train the County on configuring GIS features.

County Responsibilities:

- Provide information and data that will be needed for the GIS implementation in formats specified by Accela.

The following tasks need to be completed prior to Deliverable acceptance:

- Installation of Accela GIS.
- Configuration of Accela GIS.
- Two of the following features:
 - Proximity Alerts.
 - Dynamic Themes.
 - Attribute Mapping.
- Demonstration of the operational Accela GIS functionality.

DELIVERABLE 15: ACCELA CITIZEN ACCESS (ACA) CONFIGURATION

Accela will conduct analysis sessions with the County to document the configuration and wireframe specifications for the ACA portal. Accela will configure ACA in the Accela-hosted environments based on the To-Be Analysis document. Specifically, the following items will be configured:

- Integration into existing County website.
- Text settings, including disclaimers, help text and watermarks.
- Security settings.
- Form layout.
- User registration settings.
- User rights and permissions.
- Online payment interface using the Virtual Merchant Payment Adapter.

Accela Responsibilities:

- Work with the County to determine which services to provide to the public via ACA.
- Create Configuration Specification Document and the Wireframe Specifications Document for ACA.
- Configure ACA and Unit Test.
- Assist the County in set-up and validation of merchant account integration using the Virtual Merchant Payment Adapter.
- Demonstrate the operational ACA functionality.

County Responsibilities:

- Obtain a merchant account and deploy an internet-enabled payment engine.
- Test the ACA configuration.

The following tasks need to be completed prior to Deliverable acceptance:

- ACA Configuration Analysis Document.
- ACA Wireframe Specifications Document.
- Configuration of ACA.
- Demonstration of the operational ACA functionality.

DELIVERABLE 16: ACCELA MOBILE OFFICE CONFIGURATION

Accela will configure the Accela Civic Platform to work with Accela Mobile (Accela Mobile Office and Mobile Apps) and will create a Mobile Office Configuration Specifications Document. Accela will extend base configuration of Accela Mobile Office per the Mobile Office Configuration Specifications Document.

Accela Responsibilities:

- Create Configurations Specifications Document for Accela Mobile Office based on analysis with the County.
- Configure Accela Mobile Office based on specifications and Unit Test.
- Demonstrate the operational Accela Mobile Office system

County Responsibilities:

-
- Test Accela Mobile Office configuration.

The following tasks need to be completed prior to Deliverable acceptance:

- Accela Mobile Office Configuration Specifications Document.
- Configuration of Accela Mobile Office.
- Demonstration of the operational Accela Mobile Office functionality.

DELIVERABLE 17: ACCELA ELECTRONIC DOCUMENT REVIEW CONFIGURATION

Accela will install Accela Electronic Document Review on five County computers, configure Accela Electronic Document Review, provide out-of-the box or stock stamps (an application feature that allows a standard picture to be applied to a document in the review process) and provide instruction to the County on the creation of stamps to support the review and markup of documents in the Accela Civic Platform. Accela will also provide out-of-the-box buttons and provide instruction to the County on the creation of custom buttons with links. The County will create any additional Stamps or buttons that will be configured.

For purposes of this Deliverable, the parties will identify:

- Documents that users will submit online through the Accela Civic Platform.
- County workflows associated with the document-review process.
- Requirements for workflow tasks by role (e.g. intake personnel, plan reviewers, plan processors approvers, etc.) in support of County workflow.
- Versioning of documents with a status of submitted or reviewed.
- Requirements for e-mail notifications.
- Stamps to be used on submitted documents.
- Buttons to be used to access Web-based regulatory codes.
- Information that will be provided to the public via Accela Citizen Access.

Accela Responsibilities:

- Install Accela Electronic Document Review on five County computers.
- Train the County to install Accela Electronic Document Review on additional PC's.
- Provide one of each of the following custom stamps for training: static text, simple dynamic stamp and dynamic stamp.
- Train the County on one sample custom button.
- Create Accela Electronic Document Review Specification Document.
- Configure and Unit Test electronic document review and demonstrate operational functionality.
- Demonstrate the operational electronic document review.

County Responsibilities:

- Install third party markup software for each County user who will be using Accela Electronic Document Review for plan review and markups.)
- Create additional stamps and buttons.
- Install Accela Electronic Document Review on County computers.

The following tasks need to be completed prior to Deliverable acceptance:

-
- Installation of Accela Electronic Document Review on five County computers.
 - Accela Electronic Document Review Specification Document.
 - Configuration of Accela Electronic Document Review.
 - Training on installation of Accela Electronic Document Review and configuration procedures for stamps and buttons.
 - Demonstration of operational Accela Electronic Document Review functionality.

DELIVERABLE 18: V360 USER EXPERIENCE

Accela will configure the System's user interface for optimal usability according to user rights, roles and security. Accela will use the completed System configuration and best-practice V360 user interface as a starting point for analysis of the Accela Civic Platform V360 user interface.

Accela will determine the optimal V360 user interface configuration through eleven on-site and online workshops (two hours each) with the County and will also train County staff to modify the V360 User Interface. Accela will cover the following topics with the County during the workshops:

- User consoles and form layout.
- Navigation tools.
- Search screens and data filtration tools.

Accela will configure the V360 User Console based on output from the workshops, including updates to user rights, roles and security.

Accela Responsibilities:

- Conduct workshops to capture the look and feel requirements of the Accela Civic Platform.
- Configure the V360 User Console, including user rights, roles and security and Unit Test.
- Demonstrate the operational user interfaces.

County Responsibilities:

- Complete any user experience updates as desired by the County after the workshops are completed.
- Provide meeting locations for analysis workshop activities.

The following tasks need to be completed prior to Deliverable acceptance:

- Eleven analysis workshops.
- Configuration of V360 User Experience, including user rights, roles and security.
- Demonstration of operational user interfaces.

4.5 Stage 5 – Readiness

DELIVERABLE 19: ADMINISTRATIVE (TECHNICAL) TRAINING

Accela will create a Training Plan that details the approach the County will take in conducting training, including who, where and when the County will execute training and how the County will capture training feedback. Accela will provide training for County staff on the administration, maintenance and augmentation of the Accela Civic Platform configuration. The goal of Administrative Training is to ensure

that the County is self-sufficient and can best react to changing requirements and reduce system maintenance costs over time.

All Accela course offerings and descriptions are located in Appendix E. Only the courses listed in the deliverable task list are in the scope of this project.

The parties will coordinate the schedule and logistics for the training. Training will take place at County facilities for courses that are eight hours or longer. Courses that are less than eight hours may be conducted remotely. The County will provide adequate training space with sufficient computing capability and network access.

Accela will not be responsible for making alternative arrangements for missed training.

County users will have basic computer skills. Accela will not be responsible for an individual's response to the training or capacity to learn or be trained. Specific prerequisite skills include:

- Proficient in Windows and Internet environments and working knowledge of County business processes and functions.
- Moderate to advanced technical knowledge of database design, database usage, syntax management and java scripting
- Knowledge of MS SQL Server, T-SQL, .Net and other database and programming languages
- Familiarity with existing system source data
- Familiarity with existing system design and structure
- Crystal Reports, SSRS, or Oracle Reports
- Basic Java

Accela Responsibilities:

- Create the Training Plan.
- Deliver training per the specific courses listed below.

County Responsibilities:

- Provide suitable County facilities to accommodate various training classes.

The following tasks need to be completed prior to Deliverable acceptance:

- Training Plan.
- Execution of listed training courses.
 - Course 1 Civic Platform Core Team (2.5 Days)
 - Course 2 Civic Platform Admin Usage (3.5 Days)
 - Course 6 Civic Platform Database Schema Fundamentals and Report Manager (.5 day)
 - Course 7 Civic Platform Event Manager Scripting Usage - Beginner (1 Day)
 - Course 8 Civic Platform Citizen Access Administration (1 Day)
 - Course 9 Civic Platform GIS Administration (.5 Day)
 - Course 14 Civic Platform Ad Hoc Reporting (4 hours)

DELIVERABLE 20: TRAIN THE TRAINER

Accela will develop customer training materials for a 5-day "Train-the-Trainer" course for up to 15 participants, based on the Training Plan and will conduct the training. After training, Accela will collect post-training evaluations to ensure that County staff will be able to perform their training duties.

The parties will coordinate the schedule and logistics for the training. Training will take place at County facilities. The County will provide adequate training space with sufficient computing capability and network access. The County will identify all trainers and engage them with the County and Accela project team as early as possible in the schedule to develop their knowledge of the system. The County will be responsible for the costs associated with any recommended external training as identified in the Training Plan. The County will provide test scripts, processes and policies to the Accela project team in a timeframe that fits the training content development schedule and will provide and enter training environment data as necessary.

Accela will not be responsible for making alternative arrangements for missed training.

The County will be responsible for all end-user training, including logistics, scheduling and printing of training materials. County users will have basic computer skills. Accela will not be responsible for an individual's response to the training or capacity to learn or be trained. End users will be proficient in Windows and Internet environments and have working knowledge of County business processes and functions.

Accela Responsibilities:

- Create the custom training materials.
- Conduct five day Train-the-Trainer course.
- Perform post-training evaluations.

County Responsibilities:

- Provide suitable County facilities to accommodate the training classes.
- Conduct end-user training.

The following tasks need to be completed prior to Deliverable acceptance:

- Custom training materials.
- Five day Train-the-Trainer course.
- Post-training Evaluations.

DELIVERABLE 21: USER ACCEPTANCE TESTING (UAT)

The County will conduct UAT in order to determine whether the system meets the requirements of the Deliverables and to validate the System's readiness for production use. Prior to conducting UAT, the County will create test scripts to be executed during UAT and will develop all test datasets and related database content to support System and user acceptance testing. The County will test individual components of the System, full business workflows and the interrelated parts of the Accela Civic Platform to ensure that the System is operating properly.

Accela will create a User Acceptance Test Plan that details the approach the County will take in conducting UAT, including who, where and when the County will execute the test scripts and how the County will capture the test results. Accela will provide assistance to the County as needed by providing

UAT support. Accela will deliver up to eight sample test scripts, as well as an issue log to track the progress of testing. Accela will address and rectify Critical and High Issues discovered during the UAT process as County staff executes testing activities. A Critical Issue is an issue for which the System is non-functional or seriously affected and no reasonable workaround is available. A High Issue is an issue for which the System is affected and no workaround is available or the workaround is impractical.

Accela will correct any functionality Defects, a condition in which the Accela Civic Platform does not meet a requirement as stated in Accela's response to the specifications in the solicitation and documented in the To-Be Analysis document.

The parties will complete the UAT within four weeks.

Accela Responsibilities:

- Create the User Acceptance Test Plan.
- Provide eight sample test scripts.
- Support the County's testing in up to four weeks of UAT as described above.
- Resolve Critical and High Issues and Defects that are identified in UAT.

County Responsibilities:

- Create UAT scripts beyond the eight provided by Accela.
- Assist in developing the User Acceptance Test Plan.
- Conduct UAT.

The following tasks need to be completed prior to Deliverable acceptance:

- Eight sample test scripts.
- User Acceptance Test Plan.
- Resolution of Critical and High Issues.
- Resolution of Defects.
- County approved System that is ready for deployment.

4.6 Stage 6 – Deploy

DELIVERABLE 22: PRODUCTION SUPPORT

The production date will be the date on which the Accela Civic Platform moves to production for daily County use. In the weeks prior to moving to production, Accela will assist in final data conversions, setup of integration points, staff preparation and coordination of deployment. Accela will create a pre-production checklist that lists the tasks and responsible party to manage the deployment effort. Accela will provide on-site staff the week prior to go-live to provide support and complete pre-production checklist tasks.

The County will complete pre-production checklist tasks as assigned.

Accela Responsibilities:

- Create and maintain a pre-production checklist of the tasks that will be accomplished prior to production.
- Provide on-site personnel the week before deployment.
- Configure production interfaces.

-
- Transfer the System configuration to production environment.
 - Run the final data conversion.

County Responsibilities:

- Complete pre-production checklist tasks as assigned.

The following tasks need to be completed prior to Deliverable acceptance:

- Pre-production checklist.
- Configuration of production interfaces.
- Final Conversion run during deployment.
- Configuration of the Accela Civic Platform in the production environment for County daily use.

DELIVERABLE 23: POST DEPLOYMENT SUPPORT AND TRANSITION TO CUSTOMER SUPPORT

Accela will provide the following post-production support to address issues and provide consultative services for three weeks following go-live. Accela will create a Post-Production Issues List to track problems and requested changes identified after deployment. Accela will resolve any issues where the System is not functioning as required under the scope of this SOW. The County will be responsible for issues such as any additional training, functional changes beyond the scope and cosmetic changes and procedures related to the use of the Accela Civic Platform. Accela will not develop additional reports, conversions, interfaces, records types or workflow processes that were not included in the scope of this project as part of the post-deployment phase. Accela will resolve Critical and High Issues identified during post deployment.

At the end of the support period, Accela will provide a final copy of the Post-Production Issues List to the County. Accela will also schedule a meeting with the County that includes the Accela project team and CSC to transition support of future issues and questions to CSC.

Accela will provide two staff on-site for three weeks.

Accela Responsibilities:

- Provide two on-site staff for three weeks of post-production support.
- Assist with the identification and tracking of issues for the Post-Production Issues List.
- Resolve Critical and High Issues.
- Transfer ongoing support from services team to CSC.

County Responsibilities:

- Report production issues.

The following tasks need to be completed prior to Deliverable acceptance:

- Two staff on-site for three weeks following go-live.
- Transfer of ongoing support from project team to CSC.
- Resolution of Critical and High Issues.

DELIVERABLE 24: PROJECT MANAGEMENT

Accela will provide weekly project status reports and Project Plan updates and will lead weekly status meetings with the County.

The weekly project status report will be an executive-level briefing on the following topics:

- Milestone status and overall project health including the tasks completed during the previous week, the tasks that need to be completed during the following week, the personnel needed to complete the tasks, and any tasks that are behind schedule.
- Escalated issues and risks.
- Pending and approved change requests.
- Project execution metrics.
- Project sponsor and director action items.
- Project financial summary, including the remaining travel expense budget and number of trips completed.

The weekly Project Plan update will include Accela's proposed changes to the approved Project Plan based on progress to date and any material changes to the remaining work or timing.

Accela Responsibilities:

- Create weekly project status reports.
- Provide weekly updates to the Project Plan.
- Conduct weekly status meetings.

The following tasks need to be completed prior to Deliverable acceptance:

- Weekly status reports and Project Plan updates.
- Weekly status meetings.

5. APPENDIX C – CHANGE ORDER TEMPLATE

Sample Change Order – Page 1

Agency: _____ CO #: _____
Project Code: _____ Date: _____
Contract #/ PO #: _____
Initiating Department: _____
Initiated By: _____
Change Category: Product Project Contract Maintenance

PROJECT CHANGE DESCRIPTION/TASK SUMMARY: 1. <title of issue / cause of change> Issue details / scope impact: <ul style="list-style-type: none">• Schedule impact:• Resource impact:• Cost impact: 2. <title of issue / cause of change> Issue details / scope impact: <ul style="list-style-type: none">• Schedule impact:• Resource impact:• Cost impact: Total Project Schedule Impact: Total Project Resource Impact: Total Project Cost Impact:

DISPOSITION COMMENTS:
--

Disposition: Approved Rejected Closed See Comments
Date: _____

Sample Change Order – Page 2

The above services will be performed in accordance with this Change Order / Work Authorization and the provisions of the Contract for the purchase, modification, and maintenance of the Accela systems. The approval of this Change Order will act as a Work Authorization for Accela and / or County to perform work in accordance with this Change Order, including any new payment terms identified in this Change Order. This Change Order takes precedence and supersedes all other documents and discussions regarding this subject matter.

Accepted By: County	Accepted By: Accela, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

6. APPENDIX D – DELIVERABLE ACCEPTANCE FORM

Please acknowledge acceptance by:

A

Sign and fax this document to:

Accela, Inc.
YOUR NAME

YOUR TITLE

Tel:

B

Email this document as an attachment to:

YOUR EMAIL

OR

Date:	
County Name:	
Approving County Manager:	
Accela Manager:	
Project Name / Code:	
Contract / Agreement #:	

County agrees that Accela has successfully completed the following Deliverables:

Deliverable #	Source / Reference Details	
	Service Agreement	

County agrees that Accela has successfully completed the Deliverables described above in accordance with the terms of the related Contract/Agreement.

APPROVALS:

County Name

Signature

Title

Date

7. APPENDIX E – TRAINING COURSE CATALOGUE

Course	Description	Project Timing	Audience
<p>Course 1 - Civic Platform Core Team</p>	<p>2.5-Day Course (max attendees 15) The Core Team class is designed to prepare clients who use Civic Platform in a single area:</p> <p>Product familiarization – Participants will learn the major design/build concepts of Civic Platform. This course will give clients the knowledge they need about Civic Platform prior to going into analysis and configuration. It will familiarize them with the terminology, basic to advanced concepts, possibilities of automation and all things Accela.</p>	<p>This class is best conducted after kickoff and before analysis sessions begin</p>	<p>The audience should consist of the team that will be involved in the analysis and configuration sessions and are working with the Accela team on making decisions.</p>
<p>Course 2 - Civic Platform Admin Usage</p>	<p>3.5 Day Course (max attendees 10) The Administration for Clients class is designed to prepare clients who use Civic Platform in two areas:</p> <p>Design/Build Concepts – Participants will learn the major design/build concepts of Civic Platform. The skill sets learned are essential for any Administrative level role played by the client. Clients will become fully familiar with these concepts so they may either completely build out the Agency on their own or assist in business analysis and process design.</p> <p>Long Term System Management - Participants will learn how to manage the day to day operation of Civic Platform and perform minor on-going system enhancements and changes. Some V360 Admin tools will be covered.</p>	<p>This class is most effective if conducted as close to practical application as possible.</p> <p>If the client is not going to assist in configuration the timing of this class should be at the end of the project</p>	<p>The audience should consist of the project team members that will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.</p>

Course	Description	Project Timing	Audience
<p>Course 3 - Civic Platform End User</p>	<p>1.5 Day Course (max attendees 15)</p> <p>The End User class is designed to prepare clients who use Civic Platform in two areas:</p> <p>Daily Usage – Participants will learn the processes of applications - including entering and completing applications, entering workflow information, navigating thru inspection data entry and other daily processes within Civic Platform</p> <p>Historical Usage and Updates - Participants will learn how to lookup records of all types throughout the system and navigate to the appropriate information and update as needed.</p>	<p>This class is best conducted as close to the go-live date as possible</p> <p>Will a train-the-trainer approach be used? How many end users will be trained? (Reverse engineer the schedule based off the number of users per class and your go-live date)</p>	<p>The audience should consist of the daily users in ideally a role based division for the sessions. I.E. Inspectors, front counter staff, managers, finance</p>
<p>Course 4 - (Assets) - Civic Platform Admin Usage</p>	<p>2.5 Day Course (max attendees 10)</p> <p>The Asset Administration for Clients class is designed to prepare clients who use Accela Asset Management in two areas:</p> <p>Design/Build Concepts – Participants will learn the major design/build concepts of Accela Asset Management. The skill sets learned are essential for any Administrative level role played by the client. Clients will become fully familiar with these concepts so they may either completely build out the Agency on their own or assist in business analysis and process design.</p> <p>Long Term System Management - Participants will learn how to manage the day to day operation of Civic Platform and perform minor on-going system enhancements and changes.</p>	<p>This class is most effective if conducted as close to practical application as possible.</p> <p>If the client is not going to assist in configuration the timing of this class should be at the end of the project</p>	<p>The audience should consist of the project team members that will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.</p>

Course	Description	Project Timing	Audience
<p>Course 5 - (Assets) - Civic Platform End User</p>	<p>1.5 Day Course (max attendees 12)</p> <p>The End User class is designed to prepare clients who use Asset Management in two areas:</p> <p>Daily Usage – Participants will learn the processes of work orders and service requests - including entering and completing work orders and service requests, entering workflow information, navigating thru inspection data entry and other daily processes within Civic Platform</p> <p>Historical Usage and Updates - Participants will learn how to lookup records of all types throughout the system and navigate to the appropriate information and update as needed.</p>	<p>This class is best conducted as close to the go-live date as possible</p> <p>Will a train-the-trainer approach be used? How many end users will be trained? (Reverse engineer the schedule based off the number of users per class and your go-live date)</p>	<p>The audience should consist of the daily users in ideally a role based division for the sessions. I.E. work crews, crew supervisors, warehouse staff.</p>
<p>Course 6 - Civic Platform Database Schema Fundamentals and Report Manager</p>	<p>4 Hour Course (max attendees 7)</p> <p>The Database Schema Fundamentals and Report Manager class is designed to prepare clients who use Civic Platform in two areas:</p> <p>Understanding the Civic Platform database design – Participants will learn the major schema and database layout design of Civic Platform. The skill sets learned are essential for any Report development role played by the client. Clients will become fully familiar with the schema, Entity Relationship Diagram, and Data Dictionary which will aid them in developing reports with the supported report writing tools. These would include; Oracle Report Writer, SQL Server Reporting Service, Crystal Reports, Accela Report Writer, and the Vantage360 Report Manager.</p> <p>Implementing Reporting - Participants</p>	<p>This class is best conducted after analysis sessions are complete or as soon as reports resources have been identified and are close to beginning report work.</p>	<p>The audience should consist of resources who have some database structure knowledge and some report tools skills.</p>

Course	Description	Project Timing	Audience
	<p>will learn how to use the knowledge gained of the database design to implement pre-built functions and joins</p>		
<p>Course 7 - Civic Platform Event Manager Scripting Usage - Beginner</p>	<p>1 Day Course (max attendees 7)</p> <p>The EMSE Usage class is designed to prepare clients who use Civic Platform to use the Master Script. The two major functional areas of usage are:</p> <p>EMSE Concepts– Participants will learn the major design/build concepts of EMSE scripting and how it uses the Master Script.</p> <p>Implementing and Planning Scripts - Participants will learn how to manage the day to day operation of the EMSE script engine. How to plan, implement, modify, and delete scripts.</p>	<p>This class is best conducted after analysis sessions are complete and closely following the 3.5 day Administration class or as close to practical application as possible.</p> <p>If the client will not assist in the script writing the class should be held toward the end of the project</p>	<p>The audience should consist of resources who have some basic knowledge of Java Scripting usage and syntax</p>

Course	Description	Project Timing	Audience
<p>Course 8 - Civic Platform Citizen Access Administration</p>	<p>1-Day Course (max attendees 12)</p> <p>The Citizen Access class is designed to prepare clients who use Civic Platform and will be implementing web strategies for citizen access and usage.</p> <p>Standard Choice Setup– Participants will learn the Standard Choice concept and which of those are used in the Citizen Access setup</p> <p>ACA Design - Participants will learn how to configure each of the pages of Citizen Access, turn on and off functionality and implement appropriate security settings</p>	<p>This class is best conducted before Citizen Access configuration work begins or as close to practical application as possible.</p> <p>If the client will not assist in the Citizen Access configuration the class should be held toward the end of the project</p>	<p>The audience should consist of the project team members that will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.</p>
<p>Course 9 - Civic Platform GIS Administration</p>	<p>4 Hour Course (max attendees 12)</p> <p>The GIS class is designed to prepare clients who will be implementing use Civic Platform Geographic Information Systems:</p> <p>Setup – Participants will learn the Administration GIS tools that allow for setup and connection to the existing GIS system.</p> <p>Diagnostics - Participants will learn the administration level diagnostic tools.</p>	<p>This class is best conducted early in the GIS setup/install process or as close to practical application as possible.</p>	<p>The audience should consist of the project team members that will be responsible for maintaining the GIS system in the Civic Platform</p>
<p>Course 10 - Civic Platform Mobile Office</p>	<p>1 Day Course (max attendees 12)</p> <p>The Accela Mobile Office class is designed to prepare clients who use Civic Platform and will be implementing Mobile Office</p> <p>Daily Usage – Participants will learn the processes of CAPS and Inspections in the Wireless environment - including entering and updating CAPS, navigating thru</p>	<p>This class is best conducted as close to the go-live date as possible</p> <p>Will a train-the-trainer approach be used? How many end users will be trained? (Reverse engineer the</p>	<p>The audience should consist of the inspectors and supervisors who will use Mobile Office in the field</p>

Course	Description	Project Timing	Audience
	inspection data entry and other daily processes within Mobile Office.	schedule based off the number of users per class and your go-live date)	
Course 11 - Civic Platform System Administration (On Premise)	<p>1 Day Course (max attendees 7)</p> <p>The System Administration for On Premise class is designed to prepare clients who use Civic Platform in the following area:</p> <p>System Management - Participants will learn how to manage the Accela system at the database and back-end software level. This will include installing new versions and patches for Civic Platform, AGIS, Accela Wireless, and Accela Citizen Access.</p>	This is not so much a class as a knowledge transfer and should be started as soon as the system is being installed for the first time and then each time any subsequent release is made during the project. The IT staff should be more involved each time and begin to take over before the project ends.	The audience should consist of the project team members who will be responsible for maintaining the databases and hardware for the Civic Platform

Course	Description	Project Timing	Audience
Course 12 - Civic Platform V360 Administration	<p>2 Day Course (max attendees 12)</p> <p>The V360 Administration class is designed to prepare clients who use Civic Platform V360 Administration tools. These include:</p> <p>Design Tools – Participants will learn the tools used to modify portlets, forms and field groups. They will also learn how to design consoles.</p> <p>Security and Other Tools - Participants will learn how to manage more advanced security settings around CAPs and Workflow, the building of data filters and queries as well as the setup of expressions.</p>	<p>This class is best conducted after the completion of the analysis sessions. This can be staggered later into the project. Or consider if the client will be assisting in the V360 Setup tools - form and console designs, expression creation, etc.</p> <p>If the client will not assist in the V360 configuration the class should be held toward the end of the project</p>	<p>The audience should consist of the project team members that will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.</p>
Course 13 - Civic Platform Advanced Event Manager Scripting	<p>1 Day Course (max attendees 7)</p> <p>The Advanced Event Manager Scripting class is designed to prepare clients who use Civic Platform in:</p> <p>Use Cases – Participants will learn practical real-use case script setups and advanced multi-layer usage in the Civic Platform.</p>	<p>This class is best conducted after a month of experience in basic EMSE.</p> <p>If the clients are not going to assist in building scripts the timing of this class should be later in the project</p>	<p>The audience should have a strong knowledge of JavaScript tools and syntax and have taken the Beginning level class.</p>
Course 14 - Civic Platform Ad Hoc Reporting	<p>4 Hour Course (max attendees 7)</p> <p>The Ad-Hoc Reporting class is designed to prepare clients who use Civic Platform in:</p> <p>Tool –Participants will learn the tool details and what it does</p> <p>Use Cases –Participants will learn</p>	<p>This class is best conducted after before reporting analysis in order to help with decisions on what still needs to be built in Crystal, Oracle or SRS</p>	<p>The audience should have a base level knowledge of database tables. However this is not a requirement.</p>

Course	Description	Project Timing	Audience
	practical real-use report setup using the Ad-Hoc Reporting tool		
<p>Course 15 - Civic Platform Electronic Document Review (Adobe or Eplan Check)</p>	<p>4 Hour Course (max attendees 7)</p> <p>The Electronic Document Review class is designed to prepare clients who use Civic Platform and the EDR features in:</p> <p>Tool –Participants will learn the features and tool details and what EDR includes.</p> <p>Use Cases –Participants will learn the process of attaching documents, assigning them, reviewing them in either Adobe X or higher or Eplan Check. And they will learn how to use the Compara tool or Eplan Check to compare versions.</p>	<p>This class can be integrated as End User training however it is best when presented to a focused audience of plan reviewers or those that will be involved in the plan review process. It is best done as close to practical application as possible</p>	<p>The audience should have a base level knowledge of plan review tools and their process</p>

Course	Description	Project Timing	Audience
<p>Course 16 - Civic Platform Intensive</p>	<p>40 Hour Course (max attendees 10)</p> <p>This Civic Platform Intensive program is intended to prepare customers for Accela implementation projects and give them the ability to configure the system from all main aspects. Learning will take place over multiple weeks.</p> <p>The on-site coursework can be followed by an optional 2 weeks of independent work (50% time commitment) and leads to an assessment In this 4-phase approach, students will:</p> <ul style="list-style-type: none"> · Be assigned up to 10 hours of prerequisite work that is to be completed before coming on-site to prepare for the in-person training. · Assemble on-site for 5 full days of hands-on training. This training will discuss the Civic Platform product and all main elements of configuration. · (Optional) - Be assigned an independent analysis and implementation project to complete over the succeeding 2 weeks. Coaches will be available to students during this 2-week period to answer questions. · (Optional) Present the completed assignment to designated assessors to ensure that students gained a certain level of understanding surrounding analysis and implementation. <p>Note – the 2 options above will incur an additional 40 hours of cost</p>	<p>This class can replace Courses 2 and 12 above. It is best conducted as close to practical application as possible.</p>	<p>The audience should consist of the project team members that will be responsible for assisting in configuring the system or making configuration changes and/or maintaining the system.</p> <p>It is also recommended that the audience go thru the pre requisite video training prior to the class</p>

EXHIBIT B: PRICING AND PAYMENT SCHEDULE

Fee Summary

	Software License	Annual Support and Maintenance	Hosting Services	Total
Year 1	\$ 379,565.00	\$186,370.65	\$150,871.24	\$716,806.89
Year 2		\$190,098.06	\$153,888.66	\$343,986.72
Year 3		\$193,900.02	\$156,966.44	\$350,866.46
Year 4		\$197,778.02	\$160,105.77	\$357,883.79
Year 5		\$201,733.59	\$163,307.88	\$365,041.47
Option Year 1		\$211,820.26	\$171,473.28	\$383,293.54
Option Year 2		\$222,411.28	\$180,046.94	\$402,458.22
Option Year 3		\$233,531.84	\$189,049.29	\$422,581.13
Option Year 4		\$245,208.43	\$198,501.75	\$443,710.18
Option Year 5		\$257,468.86	\$208,426.84	\$465,895.70
Total:	\$ 379,565.00	\$2,140,321.02	\$1,732,638.09	\$4,252,524.10

Implementation Services:	\$ 1,667,313.00
Travel for Implementation Services:	\$ 79,986.25
Total for Implementation:	\$ 1,747,299.25

Fee Schedule

Implementation Services Fees

Milestone	Deliverable Based Billing	Travel Billing	Total Services by Deliverable	Frequency
Deliverable 1: Project Initiation	\$7,770.00	\$5,245.00	\$13,015	Billed upon Deliverable Acceptance
Deliverable 2: Accela Automation Cloud Setup	\$8,880.00	\$1,311.25	\$10,191.25	Billed upon Deliverable Acceptance
Deliverable 3 To-8e Analysis Sessions	\$129,315.00	\$14,423.75	\$143,738.75	Billed upon Deliverable Acceptance
Deliverable 4 To-8e Analysis Document	\$129,315.00	\$14,423.75	\$143,738.75	Billed upon Deliverable Acceptance

Milestone	Deliverable Based Billing	Travel Billing	Total Services by Deliverable	Frequency
Deliverable 5 Accela Civic Platform Solution Foundation	\$153,920.00	\$7,867.50	\$161,787.50	Billed upon Deliverable Acceptance
Deliverable 6 A-E: Historic Data Conversion Analysis	\$70,300.00	\$1,311.25	\$71,611.25	Billed in five payments of \$14060.00 upon Deliverable Acceptance for each Data Conversion
Deliverable 7 A-D: Historic Data Conversion Development	\$70,300.00	\$0.00	\$70,300.00	Billed in five payments of \$14060.00 upon Deliverable Acceptance for each Data Conversion
Deliverable 8 A-D: Interface Analysis and Development	\$92,500.00	\$0.00	\$92,500.00	Billed in four payments of \$23,125.00 upon Deliverable Acceptance for each Interface
Deliverable 9: OnBase EDMS Support	\$7,437.00	\$0.00	\$7,437.00	Billed upon Deliverable Acceptance
Deliverable 10: Selectron IVR - Interactive Voice Response System Interface	\$2,960.00	\$0.00	\$2,960.00	Billed upon Deliverable Acceptance
Deliverable 11: Business Process Validation and Automation (Scripting)	\$66,600.00	\$0.00	\$66,600.00	Billed upon Deliverable Acceptance
Deliverable 12: Report Specifications	\$120,250.00	\$3,933.75	\$124,183.75	Billed in batches of twenty reports at time of Acceptance
Deliverable 13: Report Development	\$120,250.00	\$0.00	\$120,250.00	Billed in batches of 20 reports at time of Acceptance
Deliverable 14: Accela GIS Deployment	\$18,500.00	\$1,311.25	\$19,811.25	Billed upon Deliverable Acceptance
Deliverable 15: Accela Citizen Access Deployment	\$43,660.00	\$0.00	\$43,660.00	Billed upon Deliverable Acceptance
Deliverable 16: Accela Mobile Deployment	\$11,470.00	\$0.00	\$11,470.00	Billed upon Deliverable Acceptance
Deliverable 17: Accela Electronic Document Review Deployment	\$33,300.00	\$2,622.50	\$35,922.50	Billed upon Deliverable Acceptance
Deliverable 18: V360 User Experience	\$48,840.00	\$0.00	\$48,840.00	Billed upon Deliverable Acceptance
Deliverable 19: Administrative Training	\$25,900.00	\$2,622.50	\$28,522.50	Billed upon Deliverable Acceptance
Deliverable 20: Train the Trainer	\$7,400.00	\$2,622.50	\$10,022.50	Billed upon Deliverable Acceptance

Milestone	Deliverable Based Billing	Travel Billing	Total Services by Deliverable	Frequency
Deliverable 21: User Acceptance Testing	\$29,600.00	\$5,245.00	\$34,845.00	Billed upon Deliverable Acceptance
Deliverable 22: Production Support	\$22,200.00	\$5,245.00	\$27,445.00	Billed upon Deliverable Acceptance
Deliverable 23: Post Deployment Support and Transition to Customer Support	\$44,400.00	\$5,245.00	\$49,645.00	Billed upon Deliverable Acceptance
Deliverable 24: Project Management	\$402,246.00	\$6,556.25	\$408,802.25	Billed at \$26,816.37 a month for 15 months.
TOTAL:	\$1,667,313.00	\$79,986.25	\$1,747,299.25	

License, Maintenance and Hosting

Accela Civic Platform Software License	\$379,565.00	Due March 31, 2016
Accela Civic Platform Maintenance (year one)	\$186,370.65	Due March 31, 2016
Accela Civic Platform Managed Service Fees (year one)	\$150,871.24	Due March 31, 2016

Fees are payable within 30 days of Due date.

After the first annual term, Maintenance Fees and Hosting Fees will increase 2% each year for the next four annual terms. During the contract option years, the Maintenance Fee and Hosting Fee escalation will be negotiated each year and will not exceed 5% annually.

Additional Implementation Services outside of this scope will be billed at \$185/hour for the first five one-year terms. During the contract option years, the rate for implementation services escalation will be negotiated each year and will not exceed 5% annually.

(Fee Summary by Accela Software follows this page)

License Summary

Product	QTY	Net Price
Accela Land Management Site	255	USD 0.00
Accela GIS	255	USD 170,195.00
Accela Mobile Office Site	80	USD 209,370.00
Accela Citizen's Access Population	224,906	USD 0.00
Subtotal		USD 379,565.00
	TOTAL:	USD 379,565.00

Accela Land Management, Accela GIS and Accela Mobile Office Licenses are per named user and sold in increments of 5.

Maintenance Summary

Product	QTY	Maintenance and Support Price
Accela Land Management Site Annual Maintenance and Supp	1	USD 108,854.10
Accela GIS Annual Maintenance and Supp	1	USD 31,634.10
Accela Mobile Office Site Annual Maintenance and Supp	1	USD 38,685.60
Accela Citizen Access Annual Maintenance and Supp	1	USD 7,196.85
Subtotal		USD 186,370.65
	TOTAL:	USD 186,370.65

Hosting Services Summary

Product	Quantity	Managed Service Price
Accela Land Management Site Hosted Service Fees Initial	255	USD 127,500.00
Accela GIS Annual Hosted Service Fee Initial	255	USD 6,375.00
Accela Mobile Office Site Annual Hosted Service Fees Initial	80	USD 8,000.00
Accela Citizen Access Annual Hosted Service Fees Initial	224,906	USD 8,996.24
Subtotal		USD 150,871.24
	TOTAL:	USD 150,871.24

Crystal Reports Server 2011 is included in Hosting Services Fees.

LICENSE AGREEMENT

1. <u>Parties</u>	ACCELA Accela, Inc. 2633 Camino Ramon, Suite 500 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com	COUNTY <u>Arlington County Government</u> 2100 Clarendon Blvd., Suite 1000 CPHD Arlington County, VA 22201 Attention: Shahriar Amiri
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

2.1 Term See Main Agreement, Section #4, Contract Term.

3. Intellectual Property License

3.1 License The software products ("Software") as referenced in Exhibit A and described in Exhibit B to the Main Agreement are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to County a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by County employees.

3.1.2 The Software will be delivered or made available to County for electronic download from Accela's File Transfer Protocol ("FTP") site.

3.1.3 The Software may be installed on one or more computers but may not be used by more than the number of users for which the County has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit County's use of the Software to ensure that County has paid for an appropriate number of licenses. Should the results of any such audit indicate that County's use of the Software exceeds its licensed allowance, County agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by County upon assessment. County agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for County's unlicensed use of the Software.

- 3.1.4 County may make backup copies of the Software only to protect against destruction of the Software. County may copy Accela's documentation only for internal use by County's employees.
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- 3.1.5 County may not make any form of derivative work from the Software, although County is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to County by Accela.
- 3.1.6 County may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.7 County is liable to Accela for any losses incurred as the result of unauthorized reproduction or distribution of the Software that occur while the Software is in County's possession or control.
- 3.1.8 County may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.
- 3.1.9 County is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; County is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement (see Exhibit G to the Main Agreement), which may be executed separately by the Parties. County may not decompile or reverse-engineer the Software.
- 3.1.10 All rights not expressly granted to County are retained by Accela.

3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for County the right to continue using the Software or modify the Software so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.3 Compensation

- 3.3.1 License Fees In exchange for the Software described hereinabove, County will pay to Accela the amounts indicated in Exhibit B.
- 3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and

local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced for all amounts upon occurrence of the billing events described in Exhibit B. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by County.

4. Confidentiality

- 4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party that discloses information and the party to which information is disclosed in a given exchange. Either Accela or County may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information that Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information that qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:
- a) information that is in Recipient's possession prior to disclosure by Disclosing Party;
 - b) information that is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
 - c) information that is disclosed pursuant to Subsection 4.4 below;
 - d) information that is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
 - e) information that is subpoenaed by governmental or judicial authority; and
 - f) information that is subject to disclosure pursuant to a state's public records laws.
- 4.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").
- 4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.
- 4.4 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with County. Such disclosures may indicate County's identity and the Accela product(s) and services provided or contracted to be provided to County.

These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate County's express endorsement of Accela's products or services without County's prior written authorization.

5. Other Terms and Conditions

- 5.1 Removal and Destruction of Software Within ten (10) business days following termination of this LA by either Party, County will remove all copies of the Software from those computer systems that it owns or controls and will destroy all media that contain copies of the Software or portions thereof. County will certify said removal and destruction to Accela within fifteen (15) business days following termination of this LA.

MAINTENANCE AGREEMENT

- | | | |
|-------------------|---|---|
| 1. <u>Parties</u> | ACCELA
Accela, Inc.
2633 Camino Ramon, Suite 500
Bishop Ranch 3
San Ramon, California 94583
Attention: Contracts Administration
T: 925.659.3200
F: 925.407.2722

e-Mail: contractsadmin@accela.com | COUNTY
<u>Arlington County Government</u>
2100 Clarendon Blvd., Suite 1000
CPHD
Arlington County, VA 22201
Attention: Shahriar Amiri |
|-------------------|---|---|

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term

- 2.1 Term See Main Agreement, Section #4, Contract Term. Maintenance periods are for one year each, as described and priced in Ex. B.

3. Scope of Maintenance

3.1 Maintenance Services

- 3.1.1 Telephone Support Accela will provide the County with a telephone number to contact Accela Customer Support, Accela's live technical support facility, which is available from 7:00 a.m. until 9:00 p.m. EST Monday through Friday, excluding Accela's observed holidays.
- 3.1.2 E-Mail Support Accela will provide the County with one or more electronic mail addresses to which the County may submit routine or non-critical support requests, which Accela will address during its regular business hours (7:00 a.m. until 9:00 p.m. EST Monday through Friday, excluding Accela's observed holidays).
- 3.1.3 Online Support Accela will provide the County with access to archived software updates and other technical information in Accela's online support databases, which are continuously available.

3.1.4 **Remote Support** When required to resolve a maintenance request, Accela will provide remote assistance to the County via web conferencing or another mutually acceptable remote communications method.

3.1.5 **On-Site Support** If the County does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to the County at the hourly service rate in the Main Agreement. In addition to these charges, the County will compensate Accela for associated airfare, lodging, rental transportation, meals and other incidental expenses.

3.1.6 **Software Updates** Accela will provide to the County revisions of and enhancements to maintained software products as such updates are generally released by Accela. Software updates will be delivered or made available for electronic download from Accela's File Transfer Protocol ("FTP") site. Upgrades and patches do not affect any local customizations developed by the County and do not affect the requirements provided in Exhibits H and I, nor rescind or remove Accela's responsibilities for the requirements provided in Exhibits H and I. The information contained in herein is not a commitment or legal obligation to deliver any features or functionality other than those described in any attached documents.

3.1.7 **Incident Handling** The terms and conditions for Live Production Incident Handling are applicable only to a live-production environment.

Accela will provide the following incident handling process:

- County may call, e-mail or use an Accela provided online tracking system.
 - All incidents will be recorded into the tracking system.
 - The County will receive an e-mail with the case number.
 - The County priority and severity will be determined by the problem based upon the definitions below.
 - The County will designate contacts who will interface with the Customer Support.
- 1 **On Line Self Support** - Accela will provide to the County at no expense an online Knowledge Base and online Self Support Site where the County can research issues and questions, report maintenance incidents and download patches and other fixes.
 - 2 **Case Handling** – Case Handling defines the priority assigned to a maintenance request. The priority sets the order and timing in resolving a case, as more specifically described below.

Priority	Definition	Response Goal	Resolution Goal
Critical Severity – Priority 1	System or application is non-functional or seriously affected and there is no reasonable workaround available. E.g. Business is halted.	Confirmation of receipt within 1 business hour. Provide updates as information arrives or at the interval specified by the County.	Upon confirmation of receipt, Accela will put forth its best effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is a County representative available to assist with issue diagnosis and testing during the resolution process

Priority	Definition	Response Goal	Resolution Goal
High Severity – Priority 2	System or application is affected and there is no workaround available or the workaround is impractical. E.g. System response is very slow; day to day operations continue but are impacted by the work around.	Confirmation of receipt within 4 business hours	Accela will put forth its best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated
Medium Severity – Priority 3	System or application feature is non-functional; however a convenient workaround exists. E.g. Non-critical feature is unavailable or requires additional user intervention	Confirmation of receipt within 8 business hours	Accela will put forth its best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated
Low Severity - Priority 4	System or application feature works, but there is a minor problem. E.g. Incorrect label, or cosmetic defect.	Confirmation of receipt within 24 business hours	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

3.2 Maintenance Limitations

3.2.1 Limitations Accela will notify the County when the analysis of a support call determines that the issue falls outside of the services covered in the MA and shall not commence additional services, for which the County would be responsible for additional services fees, until requested by the County. The following are not covered by this MA but may be separately available at varying rates and terms:

- a) Services required due to misuse of the Accela-maintained software products;
- b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela;
- c) Services required by the County to be performed by Accela outside of Accela's usual working hours (7:00 a.m. until 9:00 p.m. EST)
- d) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems;
- e) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment;
- f) Services that relate to tasks other than maintenance of the County's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments; and
- g) New or additional applications, modules, or functionality released by Accela during the term of this MA.

3.2.2 Warranty Accela will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance

requests. When a maintenance request cannot be resolved, the County's exclusive remedy will be damages in an amount equal to twice the total of maintenance fees paid to Accela for the defective or non-conforming software products for the 12calendar months immediately preceding the County's maintenance request.

3.3 Compensation

3.3.1 Maintenance Fees In exchange for the Maintenance described hereinabove, County will pay to Accela the amounts indicated in Exhibit B.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced for all amounts upon occurrence of the billing events described in Exhibit B. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by County.

4 Confidentiality

4.3 Definitions "Disclosing Party" and "Recipient" refer respectively to the party that discloses information and the party to which information is disclosed in a given exchange. Either Accela or County may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information that Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information that qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

- a) information that is in Recipient's possession prior to disclosure by Disclosing Party;
- b) information that is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
- c) information that is disclosed pursuant to Subsection 4.4 below;
- d) information that is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information that is subpoenaed by governmental or judicial authority; and
- f) information that is subject to disclosure pursuant to a state's public records laws.

4.4 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

4.5 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to

any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.6 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with County. Such disclosures may indicate County's identity and the Accela product(s) and services provided or contracted to be provided to County. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate County's express endorsement of Accela's products or services without County's prior written authorization.

5 Other Terms and Conditions

5.3 Proprietary Rights The remedial methods, software updates, and product information provided to the County pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in such items and grants to the County a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between Accela and the County.

HOSTING AGREEMENT

1. <u>Parties</u>	ACCELA Accela, Inc. 2633 Camino Ramon, Suite 500 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 e-Mail: contractsadmin@accela.com	COUNTY Arlington County Government 2100 Clarendon Blvd., Suite 1000 CPHD Arlington County, VA 22201 Attention: Shahriar Amiri
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This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.

2. Term and Termination

- 2.1 Term See Main Agreement, Section #4, Contract Term. Hosting periods are for one year each, as described and priced in Ex. B.

3. Hosting Services

- 3.1 Scope of Hosting Services Accela will provide the hosting services described in this Section and in Exhibit A to the this HA and the Fee Schedule at Exhibit B to the Main Agreement for the following software products ("Hosted Applications"):

- Accela Land Management
- Accela Citizen's Access
- Accela GIS
- Accela Mobile Office (Accela Mobile Office License includes all IOS and Android applications along with the Windows laptop application)
- Crystal Reports Server 2011
- Accela Electronic Document Review

- 3.2 System Administration and Security The Hosted Applications will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of County's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

- 3.3 Infrastructure Availability Accela will provide the County with no less than twenty-four hours' notice prior to Hosted Applications' unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 12:00 AM Thursday and 4:00 AM Friday EST); Accela will provide as much notice as is practicable under the circumstances for updates and fixes that must be applied on a more urgent basis. Accela will provide five business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, Accela warrants that the Hosted Applications will be generally available no less than ninety-nine point

nine percent of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, Accela will provide a credit to the County's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by the County in writing or by e-mail to Accela and that Accela can objectively verify it. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to the County.

3.4 **Warranty** Accela will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve issues with its obligations hereunder ("Operational Issues"). When an Operational Issue (defined as non-product) cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to twice the total of hosting fees paid to Accela for the defective or non-conforming software products amongst the Hosted Applications during the 12 calendar months immediately preceding the occurrence of the unresolved Operational Issue.

3.5 **System Availability and Performance** The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar-month basis as $U = O / (M - P) * 100$, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

Uptime	Credit
Greater than or equal to 99.9%	None
Less than 99.9% but greater than or equal to 99.0%	15% of pro-rated monthly hosting fees
Less than 99.0% but greater than or equal to 95.0%	35% of pro-rated monthly hosting fees
Less than 95.0%	100% of pro-rated monthly hosting fees

3.6 **Upgrades** As a general practice and subject to reasonable change at the discretion of Accela, Accela installs major upgrades in its Cloud Staging environment thirty days before the Accela Cloud Production environment is upgraded to the same release version, and Accela upgrades its Cloud Support environment fourteen days prior to upgrading the Cloud Production environment. This upgrade approach allows Cloud clients one full month of testing a major release prior to the release being installed into the Production environment. Accela Cloud customers are typically notified of major and minor releases two weeks prior to upgrading the Cloud staging environment.

Minor releases usually follow the major upgrade schedule, but when necessary, Accela upgrades its Cloud Staging environment two weeks before the Accela Cloud Support and Production environments are upgraded to the same version. This upgrade approach allows Cloud clients two weeks of testing a minor release prior to the release being installed into the Production environment.

Accela's Cloud Environment Team is responsible for all upgrades and maintenance of the Cloud environment. It is the County's responsibility to perform all testing and verification of the new release against its specific configuration and setup. (e.g. Day 1 – Staging Environment Upgraded, Day 14 – Support Environment Upgraded, Day 30 – Production Environment Upgraded). Accela's software releases typically occur annually (but may vary as requirements dictate). Minor releases such as Service/Feature Packs are a collection of different patches, minor enhancements, or revisions that, by necessity, must be released outside of the normal release cycle and typically occur at six to eight week intervals as needed.

3.7 County Property

The County warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to Accela. The County retains full ownership of its data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of the County, Accela will provide the County with:

- (i) a copy of its data in an Oracle database dump file, provided once per calendar quarter. The County has the option to request a more frequent export if desired, but will not exceed one per calendar week
- (ii) a Crystal Report production placement, not more than ten times per annual term.

Within thirty calendar days following termination or expiration of this HA, the County may request that Accela provide a complete copy of the County's data, as such may be updated or modified by the County's use of the Hosted Applications, to the County in a machine-readable format. Accela will comply within seventy-two hours of the request, provided that the County a) pays all costs of and associated with such copying, at the hourly service rate in the Main Agreement; and b) pays all unpaid amounts due to Accela. If the County elects to transition to another hosting option, including self-hosting or hosting by third parties, Accela will ensure uninterrupted access to the County's data and the Hosted Applications.

4. Compensation

4.1 Hosting Fees In exchange for the Software described hereinabove, County will pay to Accela the amounts indicated in Exhibit B.

4.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. County will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on Accela's income. If County is exempt from certain taxes, County will provide Accela with an appropriate certificate of exemption. County will be invoiced for all amounts upon occurrence of the billing events described in Exhibit B. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by County.

5. Confidentiality

5.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party that discloses information and the party to which information is disclosed in a given exchange. Either Accela or County may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information that Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information that qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following

specific classes of information are not "Confidential Information" within the meaning of this Section:

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- b) information that is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;
- c) information that is disclosed pursuant to Subsection 4.4 below;
- d) information that is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) information that is subpoenaed by governmental or judicial authority; and
- f) information that is subject to disclosure pursuant to a state's public records laws.

5.2 Confidentiality Term The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

5.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

5.4 Publicity During the term of this LA, including the term of any amendment hereto, Accela may publicly disclose its ongoing business relationship with County. Such disclosures may indicate County's identity and the Accela product(s) and services provided or contracted to be provided to County. These disclosures may include press releases or other communications to media, display on Accela web sites, or use in other marketing activities, but will not include non-public information or indicate County's express endorsement of Accela's products or services without County's prior written authorization.

EXHIBIT A Hosting Services

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery.

The hosting facilities will be configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

The hosting facilities must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facilities will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) to remove PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies for use in a power failure from commercial power

The hosting facilities will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facilities shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air-handling units providing an additional level of redundancy
- Cooling units to maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facilities will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

Accela Civic Platform must operate with an Oracle database backend.

The hosting facilities will have data line capacity to ensure responsive access to Accela Civic Platform by Accela employees, jurisdictions and customers.

Accela will provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of the County and to provide the necessary development, test, production, and training environments.

The hosting facilities will provide secure encrypted transmission of personal data, including but not limited to personal name and address; SSN; credit card, banking, and payment data; passwords; and any other data subject to Federal or California State data privacy protection laws and will provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems and maintain the equipment in optimal working order.

Accela shall provide a PCI-DSS Level 4 compliant infrastructure for deployment within the proposed data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineation and enforcement of role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the Accela applications that operate within these systems
- The assignment of unique user IDs and passwords for each user granted access to the system
- The provision of full audit trail tracking to monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela will provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary staging, support and production environments.

Accela will provide a business continuation strategy that can be implemented in the event of catastrophic failure at Accela's primary site; such a strategy will provide that the Accela backup site will be live and functional within 24 hours.

Accela will ensure there are no covert channels to access Accela Civic Platform and must take precautions to protect Accela Automation and data from Trojan or other malware invasion.

Accela contracts for extended warranty services and will manage those contracts.

Accela will perform daily backups of the data using Oracle RMAN-based, compressed backup sets. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day unless downtime is scheduled. Unplanned down time between 9:00 am and 11:00 pm Eastern

Standard time must be to resolve production emergencies only, limited to no more than 43 minutes and occur no more than one time per month.

The Accela system implementation must provide functional equivalents of the following environments, hardware and software requirements and must include provisions to support these environments:

- Support – An environment available to the County to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to the County to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major Releases and two weeks for Minor Releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

Accela will provide the County with a full database export on a quarterly basis. The County has the option to request a more frequent export if desired, but will not exceed one per calendar week. Data exports will be posted to the Accela FTP site within seventy-two hours of the request.

Accela will respond to requests for production, support or staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the County for correction. In the event that a report request is urgent, as determined by the County, Accela will expedite this process to an extent that is reasonable for the request.

Accela will provide, host, manage and maintain the system as follows:

A. Management, Support and Maintenance of Hardware.

1. Accela will provide, manage and maintain operating systems on all system environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide a mirrored backup of the system.
2. Accela will provide, manage and maintain, for the system, the physical hardware, racks, and switches. This will involve any physical fixes, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the system environment has sufficient capacity to meet the service level agreements in this HA.

C. Asset Management

Accela will provide Asset Management services to monitor inventory and equipment and manage vendor-provided maintenance agreements.

Accela will perform the following tasks:

- Manage third-party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)
- Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
- Use an asset-tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

Accela will provide a PCI-compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using Accela's site problem management process
 - Escalate all detected problems to the appropriate support personnel within Accela

F. Operations Management

1. Operations Management includes those activities requiring physical hands-on support. Accela will provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the Accela premises performing maintenance or problem resolution work
 - Procure any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela will provide proper functionality of hosting software on servers and will provide support (as detailed below) for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms, including preventive software maintenance services.
2. Accela will perform the following:
 - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
 - Monitor system software status and take necessary action to resolve any issues
 - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
 - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
 - Install patches per vendor instructions for security exposures deemed critical by the vendor
 - Participate in the identification of connectivity and associated network problems
 - Plan and implement necessary changes for the system
 - Document and track all configuration management changes using the site change management process
 - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system and flat-file data.
2. Accela will perform the following:
 - Design and implement the backup plan
 - Perform backups
 - Provide for data restores as needed. If the County causes the need for a data restoration, the County will be responsible for the cost of the data restore at the hourly service rate in the Main Agreement.
 - Monitor backup processes and verify successful completion
 - Adjust backup and restore plans as new components are added to the system

I. Server Storage Management

1. Server Storage Management provides for the support of a server direct-attached storage environment.

2. Accela will perform to following:

- Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
- Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
- Implement security practices, such as logical unit masking in order to prevent unauthorized storage access from an unauthorized server
- Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services. (This includes: management of the day-to-day server operations to update and back-up the system for optimal performance.)

K. Hardware Management

Accela will provide hardware management. Hardware management provides the services necessary to enable computer equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide controlled server access. Accela staff and authorized parties manage the logon IDs and access rights to system-level resources, as well as maintenance of server-level security parameters and security product options.

M. Virus Protection

Accela will provide virus protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. Accela will update the anti-virus software with current virus signatures and detection engines either automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide security event logging. Security event logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both vulnerability alert management and vulnerability scanning processes. Vulnerability alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability scanning is the detective process of identifying potential exposure to vulnerabilities on servers.

P. Managed Cluster

Accela will provide managed cluster management. Managed cluster management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements, as described in Section 2.5 of the HA.

Q. Host Based Intrusion Detection

Accela will provide host-based intrusion detection. Host-based intrusion detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide a mirrored secondary site allowing that will replicate the primary site within 24 hours of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to fulfill all operational support services necessary to provide the mirrored secondary site.

S. Data Recovery

Accela will provide multiple ways to recover data:

- Use of Oracle's flashback technology at either the query or table level
- Mounting of the latest snapshot as a cloned database
- Use of the logical export to restore the data to a new database for export
- Use of RMAN to perform a point-in-time recovery of the data files and archive logs to an isolated cloned instance
- Use of RMAN to perform a point-in-time recovery of the database proper Switchover/Failover to the disaster recovery site in case of a severe primary site outage.

END OF DOCUMENT

ATTACHMENT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Accela, Inc. ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 530-15 (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature: _____



Printed Name and Title: ACCELA, INC. COLIN SAMUELS, ASST. CORP. SECRETARY

Date: _____

28 MARCH 2016

ATTACHMENT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT
(INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. 530-15 (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

Signed: _____

Printed Name: _____

Date: _____

Witnessed:

Contractor's Project Manager: _____

Printed Name: _____

Date: _____

TO BE COMPLETED PRIOR TO BEGINNING WORK ON THE PROJECT

EXHIBIT G

Registration Agreement

NOTE: A COPY OF THIS REGISTRATION AGREEMENT MUST BE DULY SIGNED BY AN AUTHORIZED SIGNATORY AND RETURNED TO NCC GROUP ESCROW ASSOCIATES LLC BEFORE A LICENSEE CAN CLAIM PROTECTION UNDER THE RELEVANT DEPOSIT ACCOUNT.

Agreement between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 500, San Ramon, California 94583 ("Licensor");
- (2) NCC Group Inc., a corporation organized and existing under the laws of Virginia with its principal office at 123 Mission Street, Suite 1020, San Francisco, California 94105, USA ("NCC Group"); and
- (3) Licensee's Name:COUNTY BOARD OF ARLINGTON COUNTY, VA.....

whose principal office is at

..2100 CLARENDON BLVD., SUITE 500, ARLINGTON, VA 22201.....

.....COUNTY BOARD OF ARLINGTON COUNTY, VA..... ("Licensee");

Agreement:

- 1. This registration agreement ("**Registration Agreement**") is supplemental to the terms and conditions of the multi licensee deposit account software escrow agreement number 43316 dated May 22, 2009 ("**Escrow Agreement**") and the Deposit Account Agreement(s) (as defined in the Escrow Agreement) number(s) _____ dated May 22, 2009, both between Licensor and NCC Group.
- 2. This Registration Agreement, the Escrow Agreement and the relevant Deposit Account Agreement(s) together shall form a binding agreement between Licensor, NCC Group and Licensee in accordance with the terms of the Escrow Agreement.
- 3. This Registration Agreement shall be governed by the laws of the Commonwealth of Virginia, with exclusive jurisdiction of the Circuit Court of Arlington, Virginia. The Parties agree that Sections 8 and 15.2 of the Escrow Agreement will not be applicable.
- 4. Licensee hereby agrees to take the benefit of, agrees and undertakes to perform its obligations under and be bound by the terms and conditions of the Escrow Agreement, including the payment obligations defined below, as though they were a party to the Escrow Agreement and the Deposit Account Agreement and named therein as a Licensee.
- 5. Licensor and Licensee agree to compensate NCC Group for its services pursuant to this agreement according to the schedule following:

	DESCRIPTION	RATE	LICENSOR	LICENSEE
1	Licensee Registration Fee (per individual Licensee registered, payable upon registration and upon the escrow account's anniversary every year thereafter)	\$750.00	100%	Nil
2	Release Fee (plus NCC Group's reasonable expenses)	\$515.00	100%	Nil
3	Termination Fee	\$75.00	100%	Nil

- NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties.

- 6. This Registration Agreement shall take effect when NCC Group has registered Licensee as a party to the relevant Deposit Account Agreement.
- 7. The Release Events for the undersigned Licensee are as follows:
 - (i) a receiver, trustee, or similar officer is appointed for the business or property of Licensor; or
 - (ii) Licensor files a petition in bankruptcy, files a petition seeking any reorganization (without confirming in writing to Licensee within ten (10) business days, if requested to do so by Licensee, that it will continue to maintain the Software in accordance with the terms of the License Agreement or any applicable maintenance agreement), makes an arrangement, composition, or similar relief under

any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or

- (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against Licensor and not stayed, enjoined, or discharged within 60 days; or

Licensor takes any corporate action authorizing any of the foregoing; or

any similar or analogous proceedings or event to those in Clauses 7.1.1 to 7.1.3 above occurs in respect of Licensor within any jurisdiction outside the USA; or

- (vi) Licensor ceases to carry on its business or the part of its business which relates to the Software.

- B. The limitation of liability provided in Section 12.2.1 of the Escrow Agreement shall not apply to any claim for personal injury or death.

Signed for and on behalf of COUNTY BOARD OF ARLINGTON COUNTY, VA

Name: MICHAEL E. BEVIS |

Position: PURCHASING AGENT | (Authorized Signatory)

Date: 03/31/2016 |

Signed for and on behalf of ACCELA, INC.

Name: |

Position: | (Authorized Signatory)

Date: |

Signed for and on behalf of NCC GROUP, INC.

Name: |

Position: | (Authorized Signatory)

Date: |



**Multi Licensee Deposit Account
Software Escrow Agreement**
(Premium Solution)

Date
Licensor **Accela, Inc.**
Agreement Number **[Agreement#] 43316**

Notice: The parties to this Agreement are obliged to inform NCC Group of any changes to the Software or in their circumstances (including change of name, principal office, contact details or change of owner of the Intellectual property in the Software).

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Escrow Agreement Dated:

Between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("Licensor"); and
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("NCC Group").

Background:

- (A) Licensee has been granted a license to use the Software which comprises computer programs.
- (B) Certain technical information and/or documentation relating to the Software is the confidential information and intellectual property of Licensor or a third party.
- (C) Licensor acknowledges that in certain circumstances, such information and/or documentation would be required by Licensee in order for it to continue to exercise its rights under its License Agreement with the Licensor.
- (D) The parties therefore agree that such information and/or documentation should be placed with a trusted third party, NCC Group, so that such information and/or documentation can be released to Licensee should certain circumstances arise.

Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreement" means the terms and conditions of this multi licensee deposit account software escrow agreement set out below, including the Schedules and Appendices hereto.

"Confidential Information" means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party.

"Deposit Account" means an account set up on the execution of a Deposit Account Agreement under which specific Escrow Material is deposited by the Licensor with NCC Group.

"Deposit Account Agreement" means an agreement in the form attached as Appendix 1, for the setting up of a Deposit Account.

"Deposit Form" means the form at Schedule 1 which is to be completed by Licensor and delivered to NCC Group with each deposit of the Escrow Material.

"Escrow Material" means the Source Code of the Software and such other material and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to be delivered or deposited to comply with Clause 3 of this Agreement.

"Integrity Testing" means those tests and processes forming NCC Group's integrity Testing service, in so far as they can be applied to the Escrow Material.

"Intellectual Property Rights" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

"License Agreement" means the agreement under which a licensee was granted a license to use the Software.

"Licensee" means any person, firm, company or other entity:

- 1.1.1 to whom a license to use the Software has been granted; and
- 1.1.2 whom Licensor has approved for registration under a Deposit Account Agreement; and
- 1.1.3 who has agreed to be bound by the terms and conditions of a Deposit Account Agreement

by executing a completed Registration Agreement, forwarding the same to NCC Group and the receipt and registration of which has been acknowledged by NCC Group in writing to Licensor and Licensee;

and references in this Agreement to Licensee shall be to the relevant Licensee or Licensees given the context in which such reference is made.

"Letter of Intent" means the form completed by Licensor or Licensee containing the information to enable NCC Group to set up this Agreement, a Deposit Account Agreement or a Registration Agreement.

"Registration Agreement" means an agreement in the form set out in Appendix 2 to be signed by Licensor, NCC Group and any company wishing to be a party to a Deposit Account Agreement or Deposit Account Agreements, as a Licensee and, accordingly, to take the benefit of and be bound by the terms and conditions of the Agreement including payment obligations as may be defined in the Registration Agreement.

"Release Purposes" means the purposes of understanding, maintaining, modifying and correcting the Software exclusively for and on behalf of Licensee together with such other purposes (if any) as are permitted under the License Agreement.

"Software" means the software together with any updates and upgrades thereto and new versions thereof licensed to Licensee under the License Agreement details of which are set out in Schedule 1 of a Deposit Account Agreement.

"Source Code" means the computer programming code of the Software in human readable form.

1.2 This Agreement shall be interpreted in accordance with the following:

1.2.1 headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

1.2.2 all references to Clauses and Schedules are references to Clauses and Schedules of this Agreement; and

1.2.3 all references to a party or parties are references to a party or parties to this Agreement.

2 Deposit Accounts

2.1 Each time that the Licensor wishes to deposit different Escrow Material under the terms of this Agreement, the Licensor and NCC Group must execute a completed Deposit Account Agreement containing the details of the Escrow Material to be deposited in accordance with the obligations contained in Clause 3.

2.2 Each signed Deposit Account Agreement shall be supplemental to and be governed by the terms of this Agreement.

2.3 For the avoidance of doubt, if the Escrow Material to be deposited is an update to or development of Escrow Material already deposited under an existing Deposit Account, the deposit of such Escrow Material shall not require a new Deposit Account and shall be deposited under the relevant existing Deposit Account.

3 Licensor's Duties and Warranties

3.1 Licensor shall:

3.1.1 deliver a copy of the Escrow Material to NCC Group within 30 days of the date NCC Group receives an executed Deposit Account Agreement;

3.1.2 deliver an update or replacement copy of the Escrow Material to NCC Group within 30 days of a major release of the Escrow Materials, as designated by Licensor to its general customer base;

3.1.3 ensure that each copy of the Escrow Material deposited with NCC Group comprises the Source Code of the latest major release of the Software, as referenced in Clause 3.1.2 above;

3.1.4 deliver to NCC Group an update or replacement copy of the Escrow Material within 30 days after the anniversary of the last delivery of the Escrow Material to ensure that the integrity of the Escrow Material media is maintained;

3.1.5 deliver with each deposit of the Escrow Material a Deposit Form which includes the following information:

- 3.1.5.1 details of the deposit including the full name of the Software (i.e. the original name as set out under Schedule 1 to the Deposit Account Agreement together with any new names given to the Software by Licensor), version details, media type, backup command/software used, compression used, archive hardware and operating system details; and
 - 3.1.5.2 password/encryption details required to access the Escrow Material, if applicable;
 - 3.2 Licensor warrants to both NCC Group and Licensee at the time of each deposit of the Escrow Material with NCC Group that:
 - 3.2.1 It has the full right, ability and authority to deposit the Escrow Material;
 - 3.2.2 In entering into this Agreement and any Deposit Account Agreement and performing its obligations under such agreements, it is not in breach of any of its ongoing express or implied obligations to any third party(s); and
 - 3.2.3 the Escrow Material deposited under Clause 3.1 contains all information in human-readable form and is on suitable media.
- 4 Licensee's Responsibilities and Undertakings
 - 4.1 Licensee shall notify NCC Group of any change to the Software that necessitates a replacement deposit of the Escrow Material.
 - 4.2 In the event that the Escrow Material is released under Clause 7, Licensee shall:
 - 4.2.1 keep the Escrow Material confidential at all times;
 - 4.2.2 use the Escrow Material only for the Release Purposes;
 - 4.2.3 not disclose the Escrow Material to any person save such of Licensee's employees or contractors who need to know the same for the Release Purposes. In the event that Escrow Material is disclosed to its employees or contractors, Licensee shall ensure that they are bound by the same confidentiality obligations as are contained in this Clause 4.2;
 - 4.2.4 hold all media containing the Escrow Material in a safe and secure environment when not in use; and
 - 4.2.5 forthwith destroy the Escrow Material should Licensee cease to be entitled to use the Software under the terms of the License Agreement.
- 5 NCC Group's Duties
 - 5.1 NCC Group shall:
 - 5.1.1 at all times during the term of this Agreement, retain the latest deposit of the Escrow Material in a safe and secure environment;
 - 5.1.2 notify Licensor and the relevant Licensee of the acceptance of any Registration Agreement; and
 - 5.1.3 Inform Licensor and Licensee of the receipt of any deposit of the Escrow Material by sending to both parties a copy of the Deposit Form and/or the Integrity Testing report generated from the testing processes carried out under Clause 11.
 - 5.2 In the event of failure by Licensor to deposit any Escrow Material with NCC Group, NCC Group shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Licensor and Licensee of Licensor's failure to deposit any Escrow Material.
 - 5.3 NCC Group may appoint agents, contractors or sub-contractors as it deems fit to carry out the Integrity Testing process. NCC Group shall ensure that any such agents, contractors and sub-contractors are bound by the same confidentiality obligations as are contained in Clause 9.
 - 5.4 NCC Group has the right to make such copies of the Escrow Material as may be necessary solely for the purposes of this Agreement.
- 6 Payment
 - 6.1 The parties shall pay NCC Group's fees and charges as published from time to time or as otherwise agreed, in the proportions set out in the Letter of Intent between the parties. NCC Group's fees as published are exclusive of any applicable sales tax.
 - 6.2 If NCC Group is required to perform any additional or extraordinary services as a result of being an

escrow agent including intervention in any litigation or proceeding other than a proceeding premised in whole or in part upon a breach by NCC Group of this agreement or other legal obligations to either or both Licensor or Licensee, NCC Group shall receive reasonable compensation for such services and be reimbursed for all costs incurred, including reasonable attorney's fees.

- 6.3 NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon 45 days written notice to the parties. In no case shall the percentage fee increase be greater than five percent (5%) in any one year period.
- 6.4 All invoices are payable within 30 days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than 30 days past the due date of the applicable invoice.
- 6.5 In the event of a dispute made in good faith as to the amount of fees, the party responsible for payment agrees to remit payment on any undisputed amount(s) in accordance with Clause 6.1 above. In such circumstances, the interest on the fees shall not accrue as to any disputed amounts unless not paid within 30 days after such dispute has been resolved by the parties.
- 6.6 NCC Group shall have no obligations under this Agreement until the initial invoice has been paid in full.

7 Release Procedures

- 7.1 Subject to: (i) the remaining provisions of this Clause 7 and (ii) the receipt by NCC Group of the fees chargeable upon a release and any other fees and interest (if any) outstanding under this Agreement, NCC Group will release the Escrow Material to a duly authorized representative of Licensee if any of the events listed at clause 7 of the Registration Agreement ("Release Event(s)") occur.
- 7.2 Licensee must notify NCC Group of the occurrence of a Release Event specified in the Registration Agreement by delivering to NCC Group a notice in writing ("Notice") declaring that such Release Event has occurred and specifying the Deposit Account(s) so affected, and setting out the facts and circumstances of the Release Event, that the License Agreement and any maintenance agreement, if relevant, for the Software was still valid and effective up to the occurrence of such Release Event and exhibiting such documentary evidence in support of the Notice as NCC Group shall reasonably require.
- 7.3 Upon receipt of a Notice from Licensee claiming that a Release Event has occurred:
 - 7.3.1 NCC Group shall submit a copy of the Notice to Licensor (with a copy to the Licensee in order to acknowledge receipt of the Notice) by courier or other form of guaranteed delivery; and
 - 7.3.2 unless within 14 calendar days after the date of dispatch of the Notice by NCC Group, NCC Group receives a counter-notice in writing from Licensor stating that in their view no such Release Event has occurred or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified as shown by documentation in support thereof, NCC Group will release the Escrow Material to Licensee for its use for the Release Purposes.
- 7.4 Upon receipt of the counter-notice from Licensor under Clause 7.3.2, NCC Group shall send a copy of the counter-notice and any supporting evidence to Licensee (with a copy to Licensor in order to acknowledge receipt of the counter-notice) by courier or other form of guaranteed delivery.
- 7.5 Within 90 days of dispatch of the counter-notice by NCC Group, Licensee may give notice to NCC Group that they wish to invoke the dispute resolution procedure under Clause 8.

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- 7.6 If, within 90 days of dispatch of the counter-notice by NCC Group to Licensee, NCC Group has not been informed by Licensee that they wish the dispute resolution procedure under Clause 8 to apply, the Notice submitted by Licensee will be deemed to be no longer valid and Licensee shall be deemed to have waived their right to release of the Escrow Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

8 Disputes

- 8.1 Upon receipt of Licensee's notice requesting dispute resolution pursuant to Clause 7.5 above, NCC Group shall notify Licensor of the Licensee's request for dispute resolution. Licensor and Licensee shall submit their dispute to expedited binding arbitration in Santa Clara County, California under Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed by the said rules. The decision of the arbitrator shall be final and binding upon the parties and enforceable in any court of competent jurisdiction, and a copy of such decision shall be delivered immediately to Licensor, Licensee and NCC Group. The parties shall use their best efforts to commence the arbitration proceedings within 14 days following delivery of the counter-notice. The sole question to be determined by the arbitrator shall be whether or not there existed a Release Event at the time Licensee delivered the Notice to NCC Group.
- 8.2 If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to NCC Group, NCC Group is hereby authorized to release and deliver the Escrow Material to the Licensee within 5 working days of the decision being notified by the arbitrator to the parties. If the arbitrator finds to the contrary, then NCC Group shall not release the Escrow Material and shall continue to hold it in accordance with the terms of this Agreement.
- 8.3 The parties hereby agree that the costs and expenses of the arbitrator, the reasonable attorneys' fees and costs incurred by the prevailing party in the arbitration and any costs incurred by NCC Group in the arbitration shall be paid by the non-prevailing party.

9 Confidentiality

- 9.1 The Escrow Material shall remain at all times the confidential and intellectual property of its owner.
- 9.2 In the event that NCC Group releases the Escrow Material to Licensee, Licensee shall be permitted to use the Escrow Material only for the Release Purposes.
- 9.3 Subject to Clause 9.4, NCC Group agrees to keep all Confidential Information relating to the Escrow Material and/or the Software that comes into its possession or to its knowledge under this Agreement in strict confidence and secrecy. NCC Group further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Clause 9.4, will not disclose or release it other than in accordance with the terms of this Agreement.
- 9.4 NCC Group may release the Escrow Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that NCC Group has notified Licensor and Licensee prior to such required release, has given Licensor and/or Licensee an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. NCC Group is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction. Where NCC Group obeys or complies with any such order, judgment or decree, NCC Group shall not be liable to Licensee, Licensor or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.
- 9.5 Any request by a Licensee under clause 11.3 for a Full Verification shall not be disclosed to any other Licensee(s) except as the requesting Licensee agrees.

10 Intellectual Property Rights

- 10.1 The release of the Escrow Material to Licensee will not act as an assignment of any Intellectual Property Rights that Licensor or any third party possesses in the Escrow Material. However, upon deposit of the Escrow Material, the title to the media upon which the Escrow Material is deposited ("Media") is transferred to NCC Group. Upon delivery of the Escrow Material back to Licensor, the title to the Media shall transfer back to the Licensor. If the Escrow Material is released to the Licensee, the title to the Media shall transfer to the Licensee.

- 10.2 The Intellectual Property Rights in the Integrity Testing report and any Full Verification report shall remain vested in NCC Group. Licensor and Licensee shall each be granted a non-exclusive right and license to use the Integrity Testing report for the purposes of this Agreement and their own internal purposes only. Licensor and the party who commissioned the Full Verification shall each be granted a non-exclusive right and license to use the Full Verification report for the purposes of this Agreement and their own internal purposes only.
- 11 Integrity Testing and Full Verification
- 11.1 NCC Group shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the existence, relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Escrow Material received by NCC Group under this Agreement.
- 11.2 As soon as practicable after the Escrow Material has been deposited with NCC Group, NCC Group shall apply its Integrity Testing processes to the Escrow Material.
- 11.3 Should the Escrow Material deposited fail to satisfy NCC Group's Integrity Testing under Clause 11.2, Licensor shall, within 14 days of the receipt of the notice of test failure from NCC Group, deposit such new, corrected or revised Escrow Material as shall be necessary to ensure its compliance with its warranties and obligations in Clause 3. If Licensor fails to make such deposit of the new, corrected or revised Escrow Material, NCC Group will issue a report to Licensee (with a copy to Licensor) detailing the problem with the Escrow Material as revealed by the relevant tests.
- 12 NCC Group's Liability
- 12.1 Nothing in this Clause 12 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct.
- 12.2 Subject to Clause 12.1, NCC Group shall not be liable for:
- 12.2.1 any loss or damage caused to either Licensor or Licensee except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors, and in such event, NCC Group's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of \$100,000 (one hundred thousand US dollars); and
- 12.2.2 any special, indirect, incidental or consequential damages whatsoever.
- 12.3 NCC Group shall not be responsible in any manner whatsoever for any failure or inability of Licensor or Licensee to perform or comply with any provision of this Agreement.
- 12.4 NCC Group shall not be liable in any way to Licensor or Licensee for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.
- 12.5 NCC Group shall not be required to make any investigation into, and shall be entitled in good faith without incurring any liability to Licensor or Licensee to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.
- 13 Indemnify
- Licensor agrees to defend and indemnify NCC Group and to hold NCC Group harmless from and against any claims, suits or other proceedings, actions, losses, costs, liabilities or expenses incurred in connection with the defense thereof (including reasonable attorney's fees), in each case which may be imposed on, or incurred by or asserted against NCC Group in any way arising out of or relating to this Agreement, provided that Licensor shall not be liable for that portion of any such indemnification amount resulting from NCC Group's negligence or intentional misconduct.
- 14 Term and Termination
- 14.1 This Agreement and any Deposit Account Agreement shall continue until terminated in accordance with this Clause 14.
- 14.2 If Licensor or Licensee, as the case may be, fails to pay an invoice addressed to it for services under this Agreement and/or any Deposit Account Agreement within 30 days of its issue, NCC Group reserves the right to give that party written notice to pay the outstanding invoice within 30 days. If Licensor has not paid its invoice by the expiry of the 30 day notice period, NCC Group will give Licensee(s) a period of

30 days to pay Licensor's invoice. If Licensor or Licensee (as appropriate) has not paid its invoice after being given notice in accordance with this Clause, NCC Group shall have the right to terminate this Agreement, the relevant Deposit Account Agreement or the registration of Licensee (as appropriate) without further notice. Any amounts owed by Licensor but paid by Licensee(s) will be recoverable by Licensee(s) direct from Licensor as a debt and, if requested, NCC Group shall provide appropriate documentation to assist in such recovery.

- 14.3 Upon termination of this Agreement and/or a Deposit Account Agreement in their entirety under the provisions of Clause 14.2, for 30 days from the date of termination NCC Group will make the Escrow Material available for collection by Licensor or its agents from the premises of NCC Group during office hours. After such 30 day period NCC Group has the authority to destroy the Escrow Material.
- 14.4 If required fees are not paid by Licensor and/or Licensee as provided herein, NCC Group may resign as Escrow Agent hereunder and terminate this Agreement and/or a Deposit Account Agreement(s) by giving sixty (60) days written notice to Licensor and Licensee(s). In the event that this Agreement and/or a Deposit Account Agreement is terminated in its entirety, Licensor and Licensee(s) shall appoint a mutually acceptable new custodian on similar terms and conditions to those contained herein. If a new custodian is not appointed within 14 days of delivery of such notice, Licensor or Licensee(s) shall be entitled to request the American Arbitration Association to appoint a suitable new custodian upon terms and conditions consistent with those in this Agreement. Such appointment shall be final and binding on Licensor and Licensee(s). If NCC Group is notified of the new custodian within the notice period, NCC Group will forthwith deliver the Escrow Material to the new custodian. If NCC Group is not notified of the new custodian within the notice period and this Agreement and/or a Deposit Account Agreement has been terminated in its entirety, NCC Group will return the Escrow Material to Licensor.
- 14.5 Licensee may terminate any and all Deposit Account Agreements in respect of itself only at any time by giving sixty (60) days prior written notice to NCC Group.
- 14.6 If the License Agreement with a Licensee has expired or has been lawfully terminated, then Licensee shall give notice to NCC Group within 14 days thereof to terminate its interest under the relevant Deposit Account Agreement(s), failing which, Licensor shall be entitled to give written notice to NCC Group to terminate the relevant Licensee's interests under the relevant Deposit Account Agreement(s). Upon receipt of such a notice from Licensor, NCC Group shall notify Licensee of Licensor's notice to terminate. Unless within 30 days of NCC Group giving such notice to Licensee, NCC Group receives a counter-notice from Licensee disputing the termination of the License Agreement, then Licensee shall be deemed to have consented to such termination and Licensee's rights under the relevant Deposit Account Agreement shall immediately automatically terminate. Any disputes arising under this Clause shall be dealt with in accordance with the dispute resolution procedure in Clause 8. Upon termination of all registered Licensees under a Deposit Account Agreement under this Clause, NCC Group shall return the Escrow Material to Licensor.
- 14.7 Subject to Clause 14.6, Licensor may only terminate the interests of any Licensee under a Deposit Account Agreement with the written consent of that Licensee.
- 14.8 Subject to Clause 14.6, Licensor may only terminate this Agreement or a Deposit Account Agreement in its entirety with the written consent of all Licensees.
- 14.9 A Deposit Account Agreement shall automatically immediately terminate in respect of a Licensee upon release of the Escrow Material to that Licensee in accordance with Clause 7.
- 14.10 If this Agreement or a Deposit Account Agreement is superseded and replaced by a new agreement in respect of the Escrow Material, this Agreement and/or the relevant Deposit Account Agreement shall, upon the coming into force of the new agreement in respect of a Licensee, automatically terminate in respect of that Licensee. When this Agreement and/or a Deposit Account Agreement has been terminated in respect of all Licensees who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request NCC Group to either transfer the Escrow Material to the new agreement or ask Licensor under the new agreement to deposit new material. If new material is deposited, upon its receipt, NCC Group shall, unless otherwise instructed, destroy the Escrow Material.

- 14.11 The termination of this Agreement and/or a Deposit Account Agreement in respect of a Licensee shall be without prejudice to the continuation of this Agreement and/or the Deposit Account Agreement in respect of any other Licensees.
- 14.12 If any terminations of Licensees' interests under this Agreement and/or a Deposit Account Agreement result in there being no Licensees registered under this Agreement and/or the Deposit Account Agreement, unless otherwise instructed by Licensor, this Agreement and/or the Deposit Account Agreement will continue and the Escrow Material will be retained by NCC Group pending registration of other Licensees.
- 14.13 The provisions of Clauses 1, 4.2, 6, 9, 10, 11.1, 12, 13, 14.13 to 14.15 (inclusive) and 15 shall continue in full force after termination of this Agreement.
- 14.14 On and after termination of this Agreement and/or a Deposit Account Agreement, Licensor and/or Licensee(s) (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.
- 14.15 The termination of this Agreement and/or a Deposit Account Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

15 General

- 15.1 Licensor and Licensee(s) shall notify NCC Group and each other in a timely manner, but in any case no more than sixty (60) days of any of the following:
- 15.1.1 a change of its name, principal office, contact address or other contact details; and
- 15.1.2 any material change in its circumstances that may affect the validity or operation of this Agreement or a Deposit Account Agreement.
- 15.2 This Agreement shall be deemed entered into in California and will be governed by and construed according to the laws of the state of California, excluding that body of law known as conflict of law. The parties agree that any dispute arising under this Agreement will be resolved in the state or federal courts in Santa Clara County, California and the parties hereby expressly consent to the jurisdiction thereof.
- 15.3 This Agreement, the relevant Deposit Account Agreement together with, in respect of each Licensee, their Registration Agreement represents the whole agreement relating to the escrow arrangements between NCC Group, Licensor and that Licensee for the Software and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between these documents, the terms of this Agreement shall prevail.
- 15.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by certified or registered mail (airmail if overseas) addressed to the address specified for the parties in this Agreement or their Registration Agreement (or such other address as may be notified to the parties from time to time) or if sent by facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:
- (i) If delivered by hand or courier, at the time of delivery;
- (ii) If sent by certified or registered mail (airmail if overseas), 3 business days after posting (6 days if sent by airmail);
- (iii) If sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.
- 15.5 Except where Licensor or Licensee merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement and the relevant Deposit Account Agreement, Licensor and Licensee shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties.
- 15.6 NCC Group shall be entitled to transfer or assign this Agreement with written consent from Licensor and all Licensees.
- 15.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

- 15.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.
- 15.9 Save as expressly provided in this Agreement, no amendment or variation of this Agreement or a Deposit Account Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.
- 15.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or wartime hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.
- 15.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Clause 7.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.
- 15.12 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

Signed for and on behalf of ACCELA, INC.

Name: COLIN M. SAMUELS | 

Position: ASST. CORP. SECRETARY | (Authorized Signatory)

Signed for and on behalf of NCC GROUP, INC.

Name: Joanne Lewis | 

Position: Operations Manager | (Authorized Signatory)

Schedule 1 (Deposit Form)



ESCROW MATERIALS DEPOSIT FORM	
Escrow Account Number:	[Agreement Number]
Product Name:	[Software Name]
Date:	

DEPOSITOR DETAILS

Company Name:	Accela, Inc.	Technical Contact:	Colin Samuels
Address:	2633 Camino Ramon Suite 120 Bishop Ranch 3 San Ramon CA 94583	Signature:	
		Position:	Assistant General Counsel
Telephone No:	925.659.3297	Email Address:	csamuels@accela.com

MATERIAL DETAILS

Media Type (e.g. Disc, Tape etc.)	Number of media Items	Name of Software	Version/Release
Hardcopy Documents (please supply details):			
Softcopy Documents (please give location on media, e.g. \doc\build):			
Approximate size of the data on the media in megabytes?			

The following information MUST be provided for NCC Group to accept the deposit of escrow material:

If this is your initial/first deposit, please fill in Section 1.

If this is your second or subsequent deposit (i.e. a replacement/update) please fill in Section 2.

SECTION 1 Initial Deposit (First Deposit) – Is this a complete deposit?
 YES NO If NO, please indicate when the rest of the deposit will be sent

SECTION 2 Deposit Updates/Replacements – Is the deposit a complete replacement of any of the previous deposits?
 YES NO
 If YES, would you like the past deposit(s) to be:
 RETAINED RETURNED DESTROYED *For returns and destroys, please specify which deposit(s) this applies to by reference to the month and year of delivery to NCC Group
 (Tick 'ALL' if all previous deposits): ALL SPECIFIC DEPOSIT(S):



Appendix 1

Template Deposit Account Agreement

Agreement dated:

Between:

- (1) Accela, Inc. whose principal office is at 2633 Camino Ramon, Suite 120, Bishop Ranch 3, San Ramon, California 94583 ("Licensor"); and
- (2) NCC Group, Inc. a corporation organized and existing under the laws of Virginia with its principal office at 1731 Technology Drive, Suite 880, San Jose, California 95110, USA ("NCC Group").

Agreement:

In consideration of the mutual obligations and undertakings contained in the multi licensee deposit account software escrow agreement number 43316 dated May 22, 2009 ("Agreement") between the Licensor and NCC Group, the parties to this agreement agree as follows:

- 1 This agreement is a Deposit Account Agreement (as defined in the Agreement).
- 2 This Deposit Account Agreement is supplemental to and governed by the terms and conditions of the Agreement.
- 3 This Deposit Account Agreement relates to the Escrow Material as defined in the Agreement and as described in Schedule 1 below.
- 4 NCC Group's fees are payable as set out in the Letter of Intent between the parties.

Schedule 1

<u>Products</u>	<u>Deposit Box #</u>
Accela Automation	43317
Accela Wireless	43318
Accela Citizen Access	43319
Accela IVR	43320
Accela GIS	43321
Accela Permits Plus	43988

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
Offeror Instructions

Offeror Response Column:

The Offeror shall enter "Yes" if the current release of the software can fully support ALL the functionality described in the row, out-of-the-box, without further development or modification. A "Yes" can only be used if the delivery method is Out-of-the-box or Configuration (see delivery method instructions below).

Otherwise, enter "No." A "No" can only be used with delivery method of Third-Party Product or Custom (see delivery method instructions below).

Delivery Method Column:

Complete the delivery method using Out-of-the-box, Configuration, Third-Party Product, or Custom (as defined below) that indicates how the functional specification will be delivered.

Out-of-the-box ("O") - Current software release of the product can be used as-is out-of-the-box, without further development or modification to meet the functional specification.

Configuration ("C") - Current software release of the product can be configured to meet the functional specification using tools and utilities inherent to the product without requiring custom programming to extend the product's capabilities.

Third-Party Product ("T") - Offeror recommends a third-party product that is integrated/used with the current software release of the product to meet the functional specification.

Custom ("M") - Current software release of the product can be customized to meet the functional specification via custom programming to extend the capabilities of the product.

Third-Party Product Column:

The Offeror shall specify the third-party product and the version required to meet the functional specification (for entries of "T" only). In the Comments column, specify why it is required and how it is integrated with the product. Also specify whether licensing and upgrades of the third-party product is included within the licensing and upgrades of the Offeror's System.

Cost Estimate Column:

The Offeror shall specify the dollar amount required for third-party product or custom development of the functional specification (for entries of "T" or "M" only).

Comments Column:

The Offeror shall briefly address how the features and capabilities of the System support the functional specification (limit five sentences).

Except as noted, the specifications set forth in the Scope of Work and in this attachment are representative of the specifications most desired by the County in a new System. However, the County understands no one system will likely meet each and every one of these specifications. The County reserves the right to determine what combination of these specifications, if all cannot be met, best meets its needs and objectives.

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
PERMIT DATA ENTRY & PERMIT PROCESSING**

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product (<input type="checkbox"/> entry only)	Cost Estimate ("T" or "M" entry only)	
PERMIT DATA ENTRY						
1.1	The System shall generate permits by type.	Yes	Configuration ('C')			Any type of permit or other case type may be configured in the solution.
1.2	The System shall generate permits for sub-types. For example, new building, additions, and alterations.	Yes	Configuration ('C')			The solution supports the configuration of permit subtypes for any business purpose.
1.3	The System shall generate new permits based on various parameters. For example, street address, parcel ID, intersection, range of addresses, map point, or street segment.	Yes	Configuration ('C')			Permits for the examples shown, and more, can be configured for use by staff and for applicants who access the system through Citizen Access, the web portal of the Accela Civic Platform.
1.4	The System shall generate multiple permits at once using bulk entry and cloning features.	Yes	Configuration ('C')			A cloning feature exists in the solution to allow for generating multiple permits.
1.5	The System shall allow the permit type to change prior to permit issuance and recalculate fees based on the new permit type. Only the permit type, fees, and required fields will change. All other related information shall remain the same.	Yes	Configuration ('C')			Yes, the Accela system can handle the changing of a permit type while in process (before issuance). The system can handle this action in multiple ways. The appropriate method will be determined by the agency's business rules. For example, a system user/operator can quickly create a new permit application from an existing one by using the clone function (out-of-the-box). This function allows a user to carry over any details from an existing application (documents, dates, statuses, comments, addresses, owners, professionals, activities, communications, etc) directly to a new permit type/application. The new permit type will maintain all of the legacy information carried over as well as the new workflow steps and
1.6	The System shall refresh all required fields when a permit type has changed.	Yes	Configuration ('C')			Please see response directly above.

**EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
PERMIT DATA ENTRY & PERMIT PROCESSING**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
1.7	The System shall provide the capability to establish projects that represent activities for one or multiple parcels or addresses.	Yes	Out-of-the-box ('O')			Projects and/or permits and case types may represent one or multiple
1.8	The System shall support a hierarchy of records in which multiple child records, for example permits, reviews, inspections, conditions, and documents, may relate to one parent record.	Yes	Out-of-the-box ('O')			The solution supports Parent-Child hierarchies and supports the relationships noted.
1.9	The System shall provide the capability to copy part or all of a record to a related permit.	Yes	Out-of-the-box ('O')			Accomplished by the Cloning feature of the solution.
1.10	The System shall allow multiple entries of comments or descriptions on a permit.	Yes	Out-of-the-box ('O')			Comment areas abound in the system to allow staff and other authorized users to enter information according to business rules.
1.11	The System shall provide the capability to upload and view electronic files for a record.	Yes	Out-of-the-box ('O')			Any file or document that exists in an electronic format may be uploaded and viewed in its native format. This also applies to field staff using the Mobile solution of the Civic Platform.
1.12	The System shall alert the user when files are uploaded to the record.	Yes	Out-of-the-box ('O')			This is an inherent feature of the solution accomplished through Alerts and My Tasks.
1.13	The System shall provide the option to designate parcels with a configurable, specific attribute.	Yes	Out-of-the-box ('O')			The solution allows authorized users to define and create such attributes specific to one or more parcels. Attributes and attribute tables are fully configurable. System can handle dropdowns, check boxes, radio buttons, text, and numbers. In addition, parcels can have notices/holds/locks associated with them. With one of these configurable conditions associated with a parcel any action (general search, application, violation, etc.) will generate a message to the user with the details of the conditions placed on the parcel.

PERMIT PROCESSING

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
PERMIT DATA ENTRY & PERMIT PROCESSING**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
1.14	The System shall store and enable access to a configurable code library. The system shall allow the text to be modified.	Yes	Configuration ('C')			Links can be established at appropriate junctures in the solution to allow users to access codes and other reference documents.
1.15	The System shall provide configurable alerts and notifications to users based on various parameters, for example holds on permits or contractors, violations, issuance of permits or certificates of occupancy, permit expirations or recurring inspections.	Yes	Out-of-the-box ('O')			An infinity of such alerts or notifications may be configured by authorized users.
1.16	The System shall update the permit status based on its workflow and send notifications.	Yes	Out-of-the-box ('O')			These two items represent inherent functionality provided by the solution.
1.17	The System shall allow the option to restrict activity, such as plan reviews or inspections, on all or part of a permit.	Yes	Configuration ('C')			Configuration can be conducted to restrict, in whole or in part, workflow processes.
1.18	The System shall alert the user when creating new records associated with those having restricted activity.	Yes	Configuration ('C')			Configuration can be conducted such that users receive notifications when new records are created.
1.19	The System shall schedule recurring inspections based on configurable, user-defined criteria.	Yes	Out-of-the-box ('O')			User defined criteria can be employed for scheduling inspections of all types and for other activities in the solution.
1.20	The System shall calculate the permit expiration date based on parameters entered on the permit.	Yes	Out-of-the-box ('O')			The extension of a permit expiration date can be ascertained using a number of configurable factors so that the date is automatically extended.
1.21	The System shall extend the expiration date automatically based on inspection activity or enable a user to manually change the date.	Yes	Out-of-the-box ('O')			The extension of a permit expiration date can be ascertained using a number of configurable factors so that the date is automatically extended.
1.22	The System shall generate expiration notifications to contacts associated with the permit.	Yes	Configuration ('C')			Configuration can be conducted to generate notifications to applicants, contractors, and others prior to expiration, at expiration, or after expiration, according to business rules.

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
PERMIT DATA ENTRY & PERMIT PROCESSING**

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product (*T* entry only)	Cost Estimate (*T* or *M* entry only)	
1.23	The System shall provide configurable validation edits that confirm all activities or conditions are met prior to issuance of a permit or certificate of occupancy. The system shall alert the user to any activities or conditions that fail.	Yes	Configuration ('C')			The solution allows for configuration to be enacted to perform validation to confirm data or other information prior to allowing further workflow progress on a permit application, case type, CO, or other task/activity.
1.24	The System shall record a task's start time and end time in real-time.	Yes	Out-of-the-box ('O')			While the system can perform this activity, it is not recommended and at sites where this has been initially enacted, the agency has reverted back to Accela's original recommendation that this activity be manually completed. However, inspection times may be configured according to inspection type to aid in inspection scheduling.
1.25	The System shall display a task's start and end times with the calculated length of time for task completion.	Yes	Out-of-the-box ('O')			This functionality is inherent in the Accela system. Workflow tasks support fully configurable time accounting and auditing functions. These include, but are not limited to, the ability to trigger internal notices/reminders based on task time in hand and/or application acceptance dates, the triggering of internal/external communications based on dates, as well as full
CUSTOMER INFORMATION						
1.26	The System shall provide a central repository to store global contacts.	Yes	Out-of-the-box ('O')			The Contacts reference table exists precisely for this purpose and for association contacts to permits, applications, and other permit types eliminating the need for data entry.
1.27	The System shall default contact information from the global contact record to a project, permit, code enforcement case, site plan, parcel or address. The system shall enable a user to edit this information on the record.	Yes	Out-of-the-box ('O')			The Contacts reference table exists precisely for this purpose and for association contacts to permits, applications, and other permit types eliminating the need for data entry.

**EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
PERMIT DATA ENTRY & PERMIT PROCESSING**

County Specifications		Offeror			Comments (Limit 5 sentences)	
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)		Cost Estimate ("T" or "M" entry only)
1.28	The System shall not modify the historical contact information when the global contact is updated or modified.	Yes	Out-of-the-box ('O')			The solution adheres to this principle fully.
1.29	The System shall modify the contact information on active records when the global contact information is updated or modified.	Yes	Out-of-the-box ('O')			This requirement represents inherent system functionality performed as part of Contact Management.
1.30	The System shall allow multiple contact entry on a record.	Yes	Out-of-the-box ('O')			The system does not limit the number of contacts on a given record or the information that may be captured for contacts.
1.31	The System shall provide configurable address fields.	Yes	Out-of-the-box ('O')			This requirement represents inherent system functionality performed as part of Address Management.
1.32	The System shall maintain the following information for contractors and sub-contractors: license number, expiration dates, addresses, and phone numbers.	Yes	Out-of-the-box ('O')			There is no limit as to the type or extent of information that the solution can capture for any Contact type, including contractors and subcontractors.
1.33	The System shall provide the option to assign configurable customer types.	Yes	Out-of-the-box ('O')			This requirement is met by allowing any number of different contact types the City may desire to configure.
1.34	The System shall allow multiple customer types for one customer.	Yes	Configuration ('C')			Configuration supports allowing multiple customer types for each customer.

**EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
FEE MANAGEMENT & PAYMENT PROCESSING**

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	
FEE MANAGEMENT						
2.1	The System shall provide configurable fee schedules.	Yes	Out-of-the-box ('O')			An unlimited number of configurable fee schedules can be configured in the solution.
2.2	The System shall support fee schedules based on flat fees, variable fees, or a combination of both.	Yes	Out-of-the-box ('O')			The fee component of the solution satisfies the given options for fees as well as more.
2.3	The System shall provide the ability to increase all fee schedules at once by a flat amount or percentage basis. When performing this update, the system shall display the fees before and after the change for review and approval.	Yes	Out-of-the-box ('O')			The system fully supports the manual addition or editing of fees associated with an application. For example, in the case of increased rates as part of a penalty or late submission. The receipts/invoices are configurable and can display adjusted rates as well as any agency branding/logos/legal disclaimers.
2.4	The System shall enable changes to fee schedules and calculation routines.	Yes	Out-of-the-box ('O')			Such changes can be made by authorized users and any such changes to existing fees schedules or case fees will be subject to provisions of the system audit trail for complete transparency and accountability.
2.5	The System shall retain historical fee schedules that are no longer active.	Yes	Out-of-the-box ('O')			The system does not require that historical fee schedules be eliminated or discarded.
2.6	The System shall utilize County-configured fee schedules in fee calculations.	Yes	Out-of-the-box ('O')			Fee calculations are driven by fee schedules that have been configured by authorized users.
2.7	The System shall calculate fees in effect based on a specific date.	Yes	Configuration ('C')			Configuration fully supports this requirement in allowing for fees to be calculate according to a specific date.
2.8	The System shall enable a user to adjust the fees calculated for a record.	Yes	Out-of-the-box ('O')			All such adjustments will be subject to audit trail provisions.
2.9	The System shall calculate the total dollar value of a contractor's projects recorded in the system.	Yes	Configuration ('C')			Configuration is supported in the system to allow for this total to be calculated and displayed.

**EXHIBIT H: ACCEL A RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
FEE MANAGEMENT & PAYMENT PROCESSING**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
2.10	The System shall generate fee estimates that show the full breakdown of how the estimate was derived.	Yes	Out-of-the-box ('O')			Fees are shown by individual line items and can also be configured into reports showing this level of detail.
2.11	The System shall allow supervisory override capabilities to void or waive fees and correct payments.	Yes	Out-of-the-box ('O')			All such overrides subject to audit trail provisions.
2.12	The System shall generate configurable payment statements and invoices. These documents will include invoices in advance of the renewal dates.	Yes	Out-of-the-box ('O')			All aspects of this requirement are supported by generation of report templates using any three of the supported reporting engines (Crystal Reports, Oracle Reports and MS Reporting Services).
2.13	The System shall provide the option to define which milestones within a record's workflow require fees to be paid.	Yes	Out-of-the-box ('O')			The system is designed to be configured to follow an agency's business rules.
2.14	The System shall allow partial payment of fees within a permit's workflow. Examples of partial payments are set amounts or % of the total amount.	Yes	Out-of-the-box ('O')			The system can be configured to allow either full or partial payments - this is not strictly defined by system functionality.
2.15	The System shall generate receipts when fees are paid.	Yes	Configuration ('C')			This requirement represents precisely how the system has been configured at tens of other public agencies.
2.16	The System shall produce a fee balance for a customer or project.	Yes	Out-of-the-box ('O')			A real-time balance on all transactions (fees, credits, refunds, etc.) is displayed to all authorized users, including those who may access the web portal.
2.17	The System shall restrict fee management functions and configuration to users configured with the specific roles.	Yes	Out-of-the-box ('O')			This requirement is a restatement of how roles and privileges are assigned and adhered to by the solution.
2.18	The System shall perform automated reconciliation of receipts to funds received.	Yes	Out-of-the-box ('O')			Configuration can account for meeting this requirement.
2.19	The System shall transmit payments to the identified bank accounts and crosswalked general ledger accounts.	Yes	Third Party Product ('T')			Third party integration through interfaces developed as part of the system implementation will fulfill this requirement, both with a payment gateway vendor and with the City's general ledger software system.

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
FEE MANAGEMENT & PAYMENT PROCESSING**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
2.20	The System shall support pre-authorized debits to bank accounts for payment.	No				It is assumed that this can be performed by the County's financial system.
PAYMENT PROCESSING						
2.21	The System shall accept and track multiple forms of payment.	Yes	Out-of-the-box ('O')			The system is accepting and tracking multiple payment methods at every site where the solution has been implemented.
2.22	The System shall enable payment via a mobile device.	Yes	Out-of-the-box ('O')			Payments are supported using smart phones, etc. and other devices where access to the solution has been provided to the end user or customer.
2.23	The System shall maintain and display a payment history containing configurable, user-defined items. For example, this may include confirmation numbers and general ledger account numbers for each associated payment.	Yes	Out-of-the-box ('O')			The solution supports all considerations noted in this multi-faceted requirement.
2.24	The System shall support the creation and maintenance of prepaid accounts (trust accounts).	Yes	Out-of-the-box ('O')			Trust accounts are in use at virtually every site where the solution has been implemented.
2.25	The System shall allow a single payment to be credited to multiple general ledger accounts.	Yes	Out-of-the-box ('O')			A single payment may be credited to multiple accounts as well as to multiple ledger accounts.
2.26	The System shall allow specified users to correct posting errors and reverse credits.	Yes	Out-of-the-box ('O')			All such corrections shall be subject to audit trail provisions showing who did what and when, while retaining the original data.
2.27	The System shall maintain an audit trail for all adjustments and transfers of balances. This audit trail includes when the payment was originally posted, when it was adjusted or transferred and, if transferred, where the credit originated and where it was moved. This information shall be available in both the original and destination accounts.	No				The system audit trail extends to the solution only. This functionality may be provided by the City's financial system.
2.28	The System shall generate daily payment reconciliation reports from system receipts.	Yes	Out-of-the-box ('O')			Such reports can be configured using one of the three supported reporting engines.

DELAWARE RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
ELECTRONIC PLAN REVIEW

#	County Specification Description	Offeror Response	Delivery Method	Offeror		Comments (Limit 5 sentences)
				Third-Party Product ("Y" or "N" entry only)	Cost Estimate ("Y" or "N" entry only)	
						Markup and measurement tools are provided under the Electronic Plan Review (EPR) functionality in the solution.
3.1	The System shall enable the review of measurement tools.	Yes	Out-of-the-box ('O')			The functionality of EPR does not fulfill this specific requirement.
3.2	The System shall support 3D and 4D change in status during the review.	No	Out-of-the-box ('O')			Configuration can account for this automatic notification to take place.
3.3	The System shall notify the customer when review comments are added, which include a notification for picking up plan review comments.	Yes	Out-of-the-box ('O')			All of the noted notification elements are accomplished by system configuration.
3.4	The System shall send notifications to hold or notice that has been placed on permits, fee changes, and other relevant information.	Yes	Out-of-the-box ('O')			The City has the ability to make the determination of what information is provided to the web portal and user.
3.5	The System shall provide the option to assign review tasks to individual users or a workflow.	Yes	Out-of-the-box ('O')			All workflow tasks are configurable and can be assigned to an individual or to a group for assignment or re-assignment.
3.6	The System shall assign plan review tasks to a preconfigured group of users based on workflow.	Yes	Out-of-the-box ('O')			This activity can be performed by users who have been granted the roles and privileges to accomplish this task.
3.7	The System shall provide the option to assign review tasks to a preconfigured group of users based on workflow.	Yes	Out-of-the-box ('O')			Standard comments functionality and the existence of a library of such comments have existed for over two decades in the permitting solution. Modifications can be made either on a permanent basis or on an ad hoc basis (e.g. for the purposes of a given review, inspection, etc.).
3.8	The System shall store and enable editing of comments in a comment library. The system shall allow comments to be added to the library.	Yes	Out-of-the-box ('O')			The application and editing of comments fall under the purview of end users having the ability to apply them and also to edit them accordingly.
3.9	The System shall enable standard comments to be applied to a plan review and allow these comments to be edited.	Yes	Out-of-the-box ('O')			

SELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
ELECTRONIC PLAN REVIEW

County Specification	Description	Offeror Response	Delivery Method	Offeror		Comments (Limit 5 sentences)	
				Third-Party Product (“T” entry only)	Cost Estimate (“T” or “M” entry only)		
		markups made	Yes	Out-of-the-box (‘O’)			This requirement is satisfied at the time that comments and/or markups have been saved allowing for authorized others to review them. However, users must save their edits before they can be viewed by other users.
3.10	The System shall enable real-time simultaneous.						This requirement is inherently available in the solution's plan check functionality.
		pages	Yes	Out-of-the-box (‘O’)			This functionality is supported by the Compare function in the solution.
3.11	The System shall provide the option simultaneously.						This requirement is inherently available in the solution's plan check functionality.
		pages of different	Yes	Out-of-the-box (‘O’)			This requirement is inherently available in the solution's plan check functionality.
3.12	The System shall provide the option types for comparison.						This requirement is inherently available in the solution's plan check functionality.
		versions of the same	Yes	Out-of-the-box (‘O’)			Digital stamping is supported by the solution.
3.13	The System shall visually identify file for comparison.						This requirement is inherently available in the solution's plan check functionality.
		pages, including	Yes	Out-of-the-box (‘O’)			
3.14	The System shall support the real version tracking.						
			Yes	Out-of-the-box (‘O’)			
3.15	The System shall provide config.						
			Yes	Out-of-the-box (‘O’)			
3.16	The System shall support digital						

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
INSPECTIONS**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("Y" entry only)	Cost Estimate ("Y" or "M" entry only)	Comments (Limit 5 sentences)
INSPECTIONS						
4.1	The System shall store and enable access to a configurable code library. The system shall allow the text to be modified.	Yes	Out-of-the-box ('O')			Links can be embedded to external locations where codes and other documents can be made readily accessible to authorized users. Excerpts can be taken from these codes to be used on Guidesheets and Standard Comments which have the ability to be modified as necessary by authorized users.
4.2	The System shall enable storing, querying, modifying, and applying of standard comments.	Yes	Out-of-the-box ('O')			
4.3	The System shall generate a notice of violation.	Yes	Out-of-the-box ('O')			Such notices and other similar printouts containing system information can be configured using any of the three supported reporting engines.
4.4	The System shall support partial inspections and phased inspections.	Yes	Out-of-the-box ('O')			Workflow functionality can entertain the configuration of inspections, whether full, partial or phased.
4.5	The System shall provide the capability to schedule multiple inspections for a particular location at the same time.	Yes	Out-of-the-box ('O')			This inspection scheduling functionality is supported by the solution.
4.6	The System shall allow all inspections available to be scheduled for a single time rather than having to schedule each inspection individually.	Yes	Out-of-the-box ('O')			This functionality is supported providing that all available inspections are applicable to the same site.
4.7	The System shall require certain inspections based on a configurable inspection type.	Yes	Out-of-the-box ('O')			The City's business rules apply here as there are no mitigating circumstances posed by the solution to prevent this requirement from being fulfilled.
4.8	The System shall require prerequisite inspections so the proper progression of inspections occur. For example, inspections for footing occur prior to framing.	Yes	Out-of-the-box ('O')			Prerequisite inspections can be configured in the workflow element of the solution.
4.9	The System shall allow a user to override system-assigned inspection types and manually enter the desired inspection type.	Yes	Out-of-the-box ('O')			Providing that the user conducting the override has the assigned roles and privileges to accomplish this activity.
4.10	The System shall enable configuration of the allocated amount of time for each inspection type.	Yes	Out-of-the-box ('O')			Inspections can be configured to allow for specified time durations from start to finish.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
INSPECTIONS

County Specifications		Offeror			Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product ("Y" entry only)	
INSPECTIONS					
4.11	The System shall schedule inspectors based on each inspection type.	Yes	Out-of-the-box ('O')		The system adheres to an agency's business rules and can fulfill this requirement.
4.12	The System shall use the allocated time for each inspection type to validate that the correct number of inspections are scheduled within one business day.	Yes	Out-of-the-box ('O')		Inspection duration can be used as a factor in determining limits to the number of scheduled inspections on a given day.
4.13	The System shall be configurable to allow/disallow cancellation of inspections for certain dates (e.g. same day) or certain types.	Yes	Out-of-the-box ('O')		The solution fully supports this requirement by configuration.
4.14	The System shall provide the capability to manually schedule inspections.	Yes	Out-of-the-box ('O')		Inspections can be scheduled in many ways including manually.
4.15	The System shall assign an inspector to a permit based on their assigned geographic area and the type of permit.	Yes	Out-of-the-box ('O')		Inspection assignments can be configured to account for territories of inspectors as well as for the type of permit or inspection.
4.16	The System shall generate a daily inspection list and the inspector's daily route.	Yes	Out-of-the-box ('O')		A run list can be viewed by the inspector as well as printed, if needed. Routing from site to site is also supported by the solution.
4.17	The System shall enable an inspector to change their daily inspection list, including reordering inspections from the map, reassigning inspections, and/or adding new inspections.	Yes	Out-of-the-box ('O')		All of the listed elements of this requirement can be performed by individual inspectors given the appropriate rights and privileges.
4.18	The System shall determine that a particular inspection date is overbooked and identify other dates to schedule an inspection.	Yes	Out-of-the-box ('O')		The system handles 'overbooking' by evaluating a series of configurable variables. The commonly used out-of-the-box variables that most agencies use include the evaluation of 1) inspector calendars 2) inspector disciplines (e.g., plumbing, electrical, etc.), 3) inspector districts (assigned geographic area), and 4) inspector's maximum jobs per day (set variable). If, based on these criteria, a day is deemed 'overbooked' the system can either leave the inspection as pending (unscheduled) or automatically assign to the next available time slot/day based on the above criteria.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
INSPECTIONS

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
INSPECTIONS						
4.19	The System shall send a notification to a customer of the approximate arrival time of an inspector. The System shall have the ability to send system generated or inspector initiated notifications.	Yes	Out-of-the-box ('O')			All listed elements of this requirement are supported by the configuration of the solution.
4.20	The System shall allow all inspection functions to be accessible from a mobile device.	Yes	Out-of-the-box ('O')			The Mobile component of the Accela Civic Platform satisfies this requirement by providing the inspector with the ability to view key information regarding a particular inspection and perform his/her inspection duties.
4.21	The System shall enable inspectors to view assigned cases, attach supporting documents, and view previously attached supporting documents from a mobile device.	Yes	Out-of-the-box ('O')			All elements of this requirement are supported by the existing functionality of the Mobile component of the Civic Platform.
4.22	The System shall provide the capability to enter and store records without connectivity and then upload the records when a connection is available.	Yes	Out-of-the-box ('O')			Mobile operates in both wireless and non-wireless environments satisfying this requirement.
4.23	The System shall track where inspection actions have occurred by GIS.	Yes	Out-of-the-box ('O')			The Accela Mobile solutions provide the ability to capture the coordinates of where the inspector submitted the inspection. The back office system can display both the scheduled locations and the submitted inspection locations on a map.
4.24	The System shall provide the capability to upload attachments from a mobile device and store related GIS coordinates for each attachment.	Yes	Out-of-the-box ('O')			Both elements of this requirement are satisfied by the Mobile component of the solution.
4.25	The System shall alert a specified user if an inspection has not been completed.	Yes	Out-of-the-box ('O')			Configuration can be performed to automatically trigger this alert based on a non-completed inspection assignment.
4.26	The System shall provide the capability to send notifications of inspection results.	Yes	Out-of-the-box ('O')			Notifications can be configured to occur automatically to one or more parties based on a given inspection result.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
INSPECTIONS

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
INSPECTIONS						
4.27	The System shall record inspections results in the permit history file. Permit history files must include: stop work orders, commercial reinspections, change of account inspections, certificates of occupancies, and special conditions.	Yes	Out-of-the-box ('O')			The permit record in the solution accounts for all of the listed elements of this requirement, and more enabling authorized users to view all applicable tasks, activities, statuses, inspections, reviews, application tasks, attached documents, etc.
4.28	The System shall provide the capability to create a new case in the field and tag that case with the geographic location information using GIS.	Yes	Out-of-the-box ('O')			Authorized users have the ability to create new cases while in the field and to perform other duties and capture information as indicated by the requirement.
4.29	The System shall enable inspectors to generate correction notices in the field.	Yes	Out-of-the-box ('O')			Notices and other documents can be generated and printed in the field using portable printers. Note: No hardware is being provided under this proposal.
4.30	The System shall capture digital signatures on a mobile device.	Yes	Out-of-the-box ('O')			The solution has the capacity to capture digital signatures as part of any field or office situation.
4.31	The System shall track the time associated with each inspection and travel time between inspections.	Yes	Out-of-the-box ('O')			As has been previously suggested, expended time should be tracked by relevant staff members from which reports can be generated for performance reasons, billing/invoicing, or to meet other business needs.
4.32	The System shall display the status of inspections.	Yes	Out-of-the-box ('O')			The status of inspections and other configured tasks is available for viewing by authorized users such as staff, third parties, applicants, and others.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS						
County Specifications			CONDITION TRACKING			
#	Description	Offeror Response	Delivery Method	Offeror		Comments (Limit 5 sentences)
				Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	
CONDITION TRACKING						
5.1	The System shall store and enable access to a configurable library of standard conditions. The system shall allow the text to be modified.	Yes				The solution allows for standard conditions, comments and other frequent usable texts to be configured for selection and application to inspections, reviews, and other City business processes. Such texts can be modified by appropriately authorized users.
5.2	The System shall provide the capability to add standard conditions to a specific permit record and make modifications to the condition text.	Yes	Out-of-the-box ('O')			Both elements of this requirement can be achieved in the solution by authorized users.
5.3	The System shall provide the capability to add ad-hoc conditions not present in the standard library to a specific permit record.	Yes	Out-of-the-box ('O')			Users who have been granted the appropriate roles and privileges can accomplish this requirement in the solution.
5.4	The System shall maintain conditions added to a record as unique from the standard library. Updates to the standard library will not update or modify the conditions associated with the permit record.	Yes	Out-of-the-box ('O')			The solution wholly supports all aspects of this requirement.
5.5	The System shall track approvals and revisions to conditions, including adding, updating and removing conditions that are part of a permit record.	Yes	Out-of-the-box ('O')			In addition to satisfying all aspects of this requirement, the system audit trail will track the application, changes, removal and changes to conditions on a given permit record or case.
5.6	The System shall assign each condition to the configured default responsible party and provide the option to manually update this assignment.	Yes	Out-of-the-box ('O')			Conditions can be configured and assigned to individuals, parcels, professionals, and/or permits. Depending on the severity of the condition it may require that a user manually update the status of the condition in order for an application to proceed in the system.
5.7	The System shall provide the capability to query and update the status of each condition placed on a permit record.	Yes	Out-of-the-box ('O')			The noted query and update functions can be accomplished by authorized users.
5.8	The System shall record and track conditions of approval for Special Exception Permits.	Yes	Out-of-the-box ('O')			All types of conditions can be assigned and tracked for any type of process in land management.
5.9	The System shall alert the user when a condition or proffer amount is due.	Yes	Out-of-the-box ('O')			Configuration can establish this "if-then" relationship.
5.10	The System shall provide inheritance rules for conditions copied between related records.	Yes	Out-of-the-box ('O')			Inheritance of conditions are supported by the solution to related records according to business rules.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS

CODE ENFORCEMENT

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
CODE ENFORCEMENT CASE ENTRY						
6.1	The System shall track development related complaints.	Yes	Out-of-the-box ('O')			Configuration can account for the tracking of any type of complaint.
6.2	The System shall generate new cases based on various parameters. For example, street address, parcel ID, intersection, range of addresses, map point, or street segment.	Yes	Out-of-the-box ('O')			Factors such as those noted by this requirement can contribute to how new complaint cases are generated and follow unique processes (tasks and activities) in workflow. Enforcement cases can be assigned to any parcel, address, or GIS feature (streets, GPS points, etc.).
6.3	The System shall support a hierarchy of records in which multiple child cases or complaints may relate to one parent case.	Yes	Out-of-the-box ('O')			The stipulated Parent-Child relationships are supported by the solution.
6.4	The System shall alert the user upon entry of a duplicate case based on configurable, pre-defined criteria.	Yes	Out-of-the-box ('O')			Configuration can be conducted to identify duplicate cases upon initiation and furthermore, support the notification of users.
6.5	The System shall allow the option to restrict activity on all or part of a case.	Yes	Out-of-the-box ('O')			Workflow tasks and user permissions are configurable on any enforcement case type. For example, workflow can be designed in such as way that certain tasks are skipped based on information gleaned from field inspections. In terms of permissions/restrictions, specific details of an enforcement case can be hidden from agency users without the appropriate permissions.
6.6	The System shall provide the capability to copy part or all of a record to a related case.	Yes	Out-of-the-box ('O')			The Copy functionality is supported by the system either in full or in part.
6.7	The System shall provide the capability to upload and view electronic files for a record.	Yes	Out-of-the-box ('O')			Any type of document existing in an electronic format may be attached to a record. Viewing of that record exists for authorized users in the format in which the document was created.
6.8	The System shall alert the specified user when files are uploaded for the record.	Yes	Out-of-the-box ('O')			This requirement can be met by business configuration.
CODE ENFORCEMENT CASE MANAGEMENT						

**EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
CODE ENFORCEMENT**

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	
0.9	The System shall assign inspections and cases to inspectors based on system configuration that identifies their assigned geographic area.	Yes	Out-of-the-box ('O')			Geographic areas or territories are a supported mechanism in the solution for inspector inspection assignment.
0.10	The System shall enable an inspector to reschedule their cases, including reordering cases from the map, reassigning cases and/or adding new cases.	Yes	Out-of-the-box ('O')			All of the listed elements of this requirement are supported and can be accomplished by duly authorized staff.
0.11	The System shall display all cases assigned to an inspector based on user-defined parameters.	Yes	Out-of-the-box ('O')			The Inspector or field individual can easily view this information on his/her My Task portal.
0.12	The System shall provide the capability to enter and track dates related to when notifications have been sent.	Yes	Out-of-the-box ('O')			The system can record and track when notifications have been sent.
0.13	The System shall provide configurable validation edits that confirm all conditions are met prior to case closure. The system shall alert the user to any conditions that fail.	Yes	Out-of-the-box ('O')			This requirement is met by system configuration according to agency business rules.
0.14	The System shall prompt inspectors to reschedule inspections when the current inspection fails.	Yes	Out-of-the-box ('O')			The listing of a status of "Failed" or some other similar terms can be configured to alert the inspector who selected the status of the need to reschedule the inspection.
0.15	The System shall generate an automated response to the entry of a new case based on inspection type and additional user-defined criteria.	Yes	Out-of-the-box ('O')			Criteria of the type given in this requirement can be used as parameters for system configuration to generate an automatic notification to user(s).
0.16	The System shall enable searching for cases by type, assignment, violator, and complainant.	Yes	Out-of-the-box ('O')			The extensive search capabilities in the system provide for meeting this and many other search requirements of end users.
0.17	The System shall enable a user to display the related activities for a case, including permits, applications, inspections, parcels, addresses, and uploaded documents.	Yes	Out-of-the-box ('O')			All of the information noted in this requirement can be accessed and viewed by authorized users.
0.18	The System shall display related permits for the property in a format accessible by a mobile device.	Yes	Out-of-the-box ('O')			The Mobile component of the solution fulfills this requirement.
0.19	The System shall generate a civil infraction or summons for a code enforcement case.	Yes	Out-of-the-box ('O')			Through configuration, these processes may invoke the generation of a report (infraction or summons) for code enforcement.

**EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
CUSTOMER ACCESS**

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	
CUSTOMER ACCESS						
7.1	The System shall provide a public website, identified as the "customer portal," that displays permit and inspection data. This data, for example, will include the status of permits and associated inspections, related plans, comments, conditions, attachments, review notes, cases, fees, and meeting minutes.	Yes	Out-of-the-box ('O')			The extensive array of functions listed in this requirement is supported by Citizen Access, the web portal of the solution which is currently available to more than 100 million people in the US.
7.2	The System shall enable the the system administrators to control what information is displayed on the customer portal.	Yes	Out-of-the-box ('O')			The City will have the capability to determine what information is available for viewing on the web portal.
7.3	The customer portal shall allow citizens to apply for permits, upload documents, and pay fees associated with permits.	Yes	Out-of-the-box ('O')			The functionality described is supported by Citizen Access and has been available for over two decades.
7.4	The customer portal shall enable a customer to begin an application and elect to save the application to be completed later.	Yes	Out-of-the-box ('O')			Applicants can start and stop processes and upon returning can complete and submit applications and other case types the City makes available on the web portal.
7.5	The customer portal shall provide a fee estimator that uses the same fee calculations configured in the back office application without having to replicate the fee model.	Yes	Out-of-the-box ('O')			Applicants and others have the ability to estimate fees prior to the submission of any application type.
7.6	The customer portal shall allow a customer to pay for multiple permits in one transaction.	Yes	Out-of-the-box ('O')			A Shopping Cart feature is part of the web portal functionality.
7.7	The customer portal shall display any plan review comments that have been identified as public.	Yes	Out-of-the-box ('O')			Configuration can account for displaying these comments on the web portal.
7.8	The customer portal shall allow citizens to enter new code enforcement cases and upload supporting documents.	Yes	Out-of-the-box ('O')			Applications of any type, including code enforcement cases, are supported for initiation and submission through Citizen Access.
7.9	The customer portal shall allow the customer to request an inspection.	Yes	Out-of-the-box ('O')			Existing functionality allows customers to propose an inspection according to the City's business rules. Typically only available inspections can be scheduled so as to preserve the order and type of inspection the City desires to make available.

EXHIBIT H, ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS

CUSTOMER ACCESS

County Specifications		Offeror				Comments (Limit 5 sentences)
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	
7.10	The customer portal shall present a calendar with available inspection dates highlighted. This calendar may be updated internally with blackout dates, workload limits, staff absences and other events that would diminish availability for inspections.	Yes	Out-of-the-box ('O')			The described functionality is how the system present available inspections to those who access the web portal.
7.11	The customer portal shall display inspection results.	Yes	Out-of-the-box ('O')			As workflow tasks, inspection results can be posted for viewing by applicants, contractors and others on Citizen Access, the web portal of the Accela Civic Platform.
7.12	The customer portal shall display the status of applications, associated inspections, zoning enforcement cases and the status of conditions on <u>projects/parcels</u> .	Yes	Out-of-the-box ('O')			The web portal provides all of the listed elements of this requirement.
7.13	The customer portal shall allow a citizen to query for records from a GIS map.	Yes	Out-of-the-box ('O')			GIS functionality can be configured to exist on the web portal for the purposes noted and others.
7.14	The customer portal shall secure information to authenticated citizens where necessary.	Yes	Out-of-the-box ('O')			Registration and other authenticated methods may be employed to limit <u>web portal access and viewing</u> .
7.15	The customer portal shall enable customers to register for notifications and manage which types of notifications they would like to receive.	Yes	Out-of-the-box ('O')			This notification request functionality <u>is supported on the portal</u> .
7.16	The customer portal shall provide access to information and functions on a mobile device.	Yes	Out-of-the-box ('O')			Any device that has access to a web browser can be used to access the web portal according to assigned user rights and privileges.

EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS

SYSTEM PROCESSES						
County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
DOCUMENT GENERATION						
8.1	The System shall restrict the generation of specific forms and letters to users with the specific security roles.	Yes	Out-of-the-box ('O')			Yes, inherent system functionality. All reports, forms, and letters are fully permission based down to the individual report level. Only users with appropriate permission can access specific reports/letters.
8.2	The System shall generate editable documents.	Yes	Out-of-the-box ('O')			The Accela system supports the generation of editable documents. For example, documents can be generated by the Accela system using then edited in MS Word.
WORKFLOW						
8.3	The System shall support business workflows having both linear and parallel processes. For example, a certificate of occupancy cannot be issued until all inspections are complete (linear processing). Otherwise, multiple plan reviews may occur simultaneously for a building permit (parallel processing), although the final permit cannot be issued until all reviews are complete (linear processing).	Yes	Out-of-the-box ('O')			Accela Workflow embodies a robust engine supporting this requirement and much more of benefit to the City.
8.4	The System shall provide the option to define steps within a workflow that will become mandatory or optional based on field entry for a specific record.	Yes	Out-of-the-box ('O')			Configuration of the Business Rules Engine (BRE), a facet of the configuration tools, can fulfill this requirement.
8.5	The System shall provide the option to configure workflow task assignments to individual users or a predefined group of users.	Yes	Out-of-the-box ('O')			Workflow tasks may be assigned to individuals or groups, or to individuals who will assign task owners.
8.6	The System shall enable multiple workflow iterations for a single record.	Yes	Out-of-the-box ('O')			Accela Workflow does not have any inherent mechanisms to present as many workflow reiterations as an agency may need.
8.7	The System shall allow the user to add or delete additional tasks or activities for a particular record to modify the standard workflow.	Yes	Out-of-the-box ('O')			This requirement can be met by authorized users.
8.8	The System shall be able to send notification to users based on workflow task or status.	Yes	Out-of-the-box ('O')			Automated notifications can be configured to be sent when appropriate.
8.9	The System shall display assigned workflow tasks.	Yes	Out-of-the-box ('O')			Accela Workflow displays past/completed tasks, those in progress, and those which remain for completion, to authorized users.

EXHIBIT H: ACELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
SYSTEM PROCESSES

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("Y" entry only)	Cost Estimate ("Y" or "M" entry only)	Comments (Limit 5 sentences)
8.10	The System shall display workflow tasks in a first in-first out order.	Yes	Out-of-the-box ('O')			Workflow and its associated tasks are fully configurable. The order in which tasks display and advance to next steps are dictated by the Workflow's design. The system's Workflow designer supports linear tasks, parallel tasks, and sub-tasks, including any combination of these.
8.11	The System shall track the current status of each workflow task and the status history for the task.	Yes	Out-of-the-box ('O')			Both elements of this requirement are satisfied by Acela Workflow.
8.12	The System shall track due dates for each workflow task.	Yes	Out-of-the-box ('O')			Due dates or time durations for configured tasks are supported in the solution.
8.13	The System shall enable a workflow for a specific record to be altered or cancelled.	Yes	Out-of-the-box ('O')			Any such alteration or cancellation can be accomplished by an authorized user and will be subject to audit trail provisions.
8.14	The System shall enable approval of multiple records simultaneously.	Yes	Out-of-the-box ('O')			Workflow tasks can be bulk approved using batch functionality. Only users with appropriate permissions may carry out these multiple approvals.
8.15	The System shall provide configurable dashboard style queries.	Yes	Out-of-the-box ('O')			Dashboards may be end-user configured.
8.16	The System shall record and display system time stamps for workflow task assignments and outcomes.	Yes	Out-of-the-box ('O')			All configured tasks and activities in Acela Workflow provide for time stamps and statuses.
8.17	The System shall populate the user ID of the approver of the workflow decision.	Yes	Out-of-the-box ('O')			This is automatically accomplished by the system.
NOTIFICATIONS						
8.18	The System shall send notifications with attachments for a certain permit event and/or activity.	Yes	Out-of-the-box ('O')			Inherent functionality. Notifications can be sent automatically based on application and/or workflow status as well as manually.
8.19	The System shall enable the configuration of notifications.	Yes	Out-of-the-box ('O')			Authorized users have the ability to configure notifications.
8.20	The System shall enable the configuration of events that trigger automated notifications.	Yes	Out-of-the-box ('O')			This requirement is supported by the solution to one or more users whether internal to the City or external to it.

**EXHIBIT H: ACCELA RESPONSE TO RFP PERMITTING SYSTEM SPECIFICATIONS
SYSTEM PROCESSES**

County Specifications		Offeror				
#	Description	Offeror Response	Delivery Method	Third-Party Product ("T" entry only)	Cost Estimate ("T" or "M" entry only)	Comments (Limit 5 sentences)
8.21	The System shall enable the configuration of notifications to include hyperlinks to specific pages within the customer portal. For example, a notice for reinspection fee will include a hyperlink directly to the fee payment page.	Yes	Out-of-the-box ('O')			Hyperlinks can be configured in the web portal to take applicants and others directly to the locations of other documents or sites.
8.22	The System shall notify the user when files are uploaded to the record.	Yes	Out-of-the-box ('O')			This requirement is met through business rules configuration.
8.23	The System shall keep a history of notifications that have been sent to each customer.	Yes	Out-of-the-box ('O')			The solution provides permanent records of all notifications that have been sent to customers and others.
8.24	The System shall enable the configuration of alerts that display within the application based on pre-defined criteria.	Yes	Out-of-the-box ('O')			Alerts can be configured that support this requirement.

Exhibit I: Accele Response to RFP Technical Specifications

Note: Where a item was duplicated, a reference to where the it has been addressed in previous exhibits has been noted in the Response field.

The Offeror shall provide a response to each question or information request in the area provide below. If pictures and/or diagrams are requested, include those as an attachment. A response is required for each item.

Item #	Description	Response
General Technical Specifications		
1.1.	Illustrate with a diagram your overall recommended architecture and model (e.g. hosted, on premise, Software as a Service (SaaS) or other), including all System and user access components on the network, recommended security components, and bandwidth requirements between components of the System. Clearly state the single recommended approach to the technical environment. Describe the system availability for the architecture model proposed.	Topic addressed in the Hosting Agreement and Maintenance Agreement
1.2.	Provide copies of any standard agreements needed to fulfill the above question.	Topic addressed in: <ul style="list-style-type: none"> - License Agreement - Hosting Agreement - Maintenance Agreement - Services Agreement
1.3.	What hardware platforms, operating systems, and web browsers do you support? What percentage of your client base is on each?	Topic addressed in: <ul style="list-style-type: none"> - License Agreement - Hosting Agreement - Maintenance Agreement - SOW
1.4.	Describe your policy of updating supported operating systems and web browsers to be compliant with new versions.	Topic addressed in the Hosting Agreement
1.5.	Specify the expected system performance and all the requirements to meet these expectations across all platforms. Response must also identify recommended	Topic addressed in the Hosting Agreement.

Item #	Description	Response
	environments (development, staging, test, production, etc.) required to support a fully operational System.	
1.6	What data base solutions and versions does your product support?	Topic addressed in the Hosting Agreement.
1.7	List any additional System components required to make the proposed solution work?	Topic addressed in the SOW.
1.8	Describe in detail the System's ability to provide for the editing of business rules, listing of box data values, aesthetic modification of screens and addition of fields and database columns. Describe how this can be done via configuration.	The Accela Civic Platform and all of its components have been strictly designed to inherit, through configuration, all the business rules and processes of public agencies. The tools for enacting this configuration are inherently part of the system and allow authorized users to configure and reconfigure as necessary to meet current and future business needs. The System Administration Tools, as they are termed, can perform a litany of configuration to follow processes, from simple to complex, and from short to long duration as needed. Accela will train, in both formal and informal sessions, the County's System Administrators to give them the needed knowledge to conduct any post-implementation configuration without having to rely on Accela or on other third parties. Whether configuration involves changing a field name, updating new fee schedules, or creating entirely new record types, the System Admin Tools, provide this capability. No custom coding or involvement with source code is necessary due to the extensiveness and flexibility of these tools to satisfy an agency's requirements.
1.9	Describe how the System integrates with Microsoft O365.	Topic addressed in the Permitting Specifications.
1.10	Describe how the user interface utilizes current UI standards for the operating Systems in which it is deployed.	Topic addressed in the Hosting Agreement.
1.11	Describe how the System provides support for inter-process communication including, but not limited to, the following: attachment of standard object types and cut and paste capability from data fields and screens to other applications.	Topic addressed in the Permitting Specifications.
1.12	Does the System include all support software, tools and utilities (e.g. compilers, text editors, library products, code generators, scripts) needed to perform configuration, installation, operation, administration and	Topic addressed in the Hosting Agreement.

Item #	Description	Response
	management tasks? If they are not included, provide a list of third party applications and vendors.	
1.13.	Describe the recommended (optimal) and minimum desktop hardware/software requirements needed to support the System on all platforms to maintain the Offeror's defined performance objectives.	County responsibility. Information provided by vendor is reasonable.
1.14.	Describe the capabilities provided to administer and monitor all aspects of the System and platforms.	Topic addressed in the Hosting Agreement.
1.15.	Provide your Data Dictionary that supports the System.	Topic addressed in the SOW.
1.16.	Describe how the System generates editable documents.	Documents are generated using either the ad hoc report writer or any of the seamlessly integrated and supported reporting engines (Crystal Reports, MS Reporting Services, and Oracle Reports). Reports are simply templates that can be further edited or modified to support the business needs. Users given appropriate privileges can edit any existing templates or create new ones.
1.17.	Describe System capabilities for configuring fields as required. Include how the required fields are displayed to the end user.	All fields can be configured using the System Tools by appropriately authorized end users. Fields can be required, radio buttons, drop downs, validated, comment boxes, etc. Required fields will visibly appear with a red asterisk in the front of the field label.
1.18.	Describe in detail the online help available for the System. Include information about the System's ability to configure the online help to be County specific.	Context sensitive help is provided by the solution at precisely the point where the user is working on a form bringing the user valuable information at the point in time when needed. End users can launch help screens throughout the back-office product. Out-of-the-box Accela has the help sections fully complete and ready to use by clients. Should the County desire, it has the ability to configure these help screens using its own language and terms, again, using the System Admin Tools to accomplish this configuration. The system also provides the ability to add configurable tool-tips and/or instructional text to any field in the end-user view. Finally, all Accela customers have access to the Accela Community website which provides comprehensive documentation and user forums, monitored by product experts, to help exchange ideas, configurations, and solutions with Accela staff and fellow agencies.
1.19.	Describe in detail System functionality to copy all or part of a record (e.g. permit type) and allow the user to modify the copied record.	The Accela system can handle the copying all or portions of a record. For example, a system user/operator can quickly create a new permit application from an existing one by using the clone function (out-of-the-box). This function allows a user to carry over any details from an existing application (documents, dates, statuses, comments, addresses, owners, professionals, activities,

Item #	Description	Response
		communications, etc) directly to a new permit type/application/record. The end user has the ability to select which components of the original record they would like to carry over to a new record type(s).
		2. Mobile
2.1.	Describe in detail any native mobile applications that are part of the offered solution. Describe any System functions that are performed via native mobile applications.	Topic addressed in the SOW.
2.2.	Describe in detail the System processes that cannot be handled by mobile devices.	Topic addressed in the SOW.
2.3.	Describe how information entered on mobile devices may be transferred to the System database and/or records management System, including any offline store and forward capabilities.	The mobile component offers clients the ability to make use of wireless connectivity enabling information captured by inspectors to be sent to the central server and thus made available in real-time to any authorized user in the office or to applicants and others on the web portal. Should field staff encounter situations in which connectivity is temporarily not available (e.g. working in a basement), the system automatically saves this information on the device and will automatically transmit the saved information to the central server when connectivity is restored – all without intervention from the field user. The Mobile solution also offers our clients, who do not have or want to use wireless technology, the ability to download their inspection data in the morning as they leave their offices, collect their data in the field all day in their device equipped with the Mobile solution, and then download their captured information into the system upon their return to the office. If third party systems exist, e.g. Document Management system, then documents can be uploaded to these systems.
2.4.	Describe how conflicts with mobile data uploads and System information are reconciled.	Conflicts across the Civic Platform where more than one user are updating the same field/attribute of the same record are treated with a "Last In Wins" approach; meaning that the latest date/timestamp determines whose update is reflected in the application(s). For example, a scenario where the Description field for a permit is updated by two users (one in the field and one in the back office) both updated within milliseconds of each other; the Accela Civic Platform would reflect the one whose comment came in last. However, both updates would be reflected in the audit log for that permit showing the user name, field changed, value given, product updated in and date/timestamp.

Item #	Description	Response
		in the event that the field user was working in a disconnected state when their change was made, the Accela Civic Platform will reference the date/timestamp that the synchronization occurs.
		3. Reporting and Querying
3.1	Describe in detail the reporting engine and tools provided in the solution that support custom and ad-hoc reporting and query functions.	Topic addressed in the SOW.
3.2	Describe in detail the System's drill down capabilities for reports.	Topic addressed in the response to Technical Specification 3.3.
3.3	Describe in detail how the System will support analytical reporting (OLAP).	Accela's support for Crystal Reports, Oracle Reports and SQL Server Reporting Services allows an agency to report against OLAP data cubes and thus enable consolidation (roll-up), drill-down and slicing and dicing analytical operations. Furthermore, Accela's database schema supports the necessary data attributes to support multidimensional analytics where needed.
3.4	Describe in detail any business intelligence tools and systems that will provide interactive decision support, performance metric dashboards and scores associated with enterprise resources to County staff and customers.	Specific tools include the capabilities offered by the configuration of Dashboards that present real-time data in a wide variety of graphical formats. Dashboards with real-time charts (bar, pie, line, counters, etc.) are fully supported out-of-the-box. These dynamic graphics can be configured to represent cumulative activity related to processes, case types, etc. as well as to present data regarding staff completion metrics. The system on the whole is designed to display key business information to all types of agency personnel, including managerial staff from which changes to business rules or to system configuration (e.g. task assignments) can be accommodated. The assignment of tasks (workflow and inspections) can be configured for partial or fully automatic assignment based on dynamic variables (calendars, expertise, existing workload, project type/severity/sensitivity, etc.). In addition, the Ad-Hoc reporting tool allows end users to create dynamic reports with charts and graphics and full drill-down capability. These reports can be shared among Accela users and also exported to common format for use by other stakeholders.
3.5	Describe in detail the standard reports that come with the System.	Our solution includes many standard reports, including: --Accela Citizen Portal Registered User List --User Activity List --Payments by Cashier and Payment Method --Payments by Module

Item #	Description	Response
		<ul style="list-style-type: none"> --Payments Made by Date Range --Revenue by Account Code --Revenue by Record Type --Failed Inspection List --Inspection History by Address --Inspection History by Record --Inspections Scheduled by Date Range with Inspection History --Non-Finled Permits by Date of Last Inspection --Permits Due to Expire --Scheduled inspection List --Certificates of Occupancy issued During Date Range --Days Between Application Submittal and Permit Issuance --Expired Permits with Contact Information --Permit List with Address and Valuation --Professionals with Expired Workman's Compensation and Active Records --Records by Professional Business Name or Number --Records by Condition --Records by Contractor --Records with Active Conditions --Late Tasks by Assigned Department --Records with Active Review Tasks
4. Backup and Recovery		
4.1.	List the RDBMS products and versions with which the System is certified to operate.	Topic addressed in the Hosting Agreement.
4.2.	Describe in detail the Offeror's approach to application and database backup and recovery.	Topic addressed in the Hosting Agreement.
4.3.	Describe what disaster/recovery services are available.	Topic addressed in the Hosting Agreement.
5. Support and Maintenance		
5.1.	Describe in detail what is included in support/maintenance services.	Topic addressed in the Maintenance Agreement.
5.2.	Provide a sample copy of the standard maintenance/service agreement.	Topic addressed in the Maintenance Agreement.
5.3.	Describe the migration path that is required for System upgrades.	Topic addressed in the Maintenance Agreement.

Item #	Description	Response
5.4	Describe the frequency of upgrades/patches and how often new upgrades/patches are made available.	Topic addressed in the Hosting Agreement.
6. Security		
6.1	Describe in detail what type of user access controls the System supports.	<p>Access to the Accela Civic Platform is entirely dependent on the roles and privileges that your System Administrators will grant all internal and external users, including those in the field and those who access the system through its web portal. Strictly speaking there is an unlimited number of access groups that can be granted by system administrators.</p> <p>This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system. Our Civic Platform also allows system administrators to set up groups or roles and set security based on those such as read only, update or no access. Our security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access in Laird Management, but no access to "Add Fees". These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.</p> <p>Individuals as well as groups can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information.</p>
6.2	Describe in detail how Personal Identifiable Information (PII) is stored in the System and the safeguards in place to protect this information.	Topic addressed in the Hosting Agreement.
6.3	Describe in detail how the System maintains a full audit trail of all security maintenance performed by date, time, user id, device, and location, the value before and after the change, and how this information is accessed.	The system provides audit on major data elements such as Record Detail, Record Condition, Examination, Workflow, Fee and Payment, Asset, ASI/ASIT, etc. the audit info include who, date/time and before/after value. User with privileges to access the audit log function can view the audit data.
6.4	Describe in detail how the System maintains a full audit trail of all actions taken on every record by date, time,	The system provides an audit trail on transactional data by recording information on the login user, date and time, and preserving the "before" information as well as the newly inserted information. Even system administrators will fall under this

Item #	Description	Response
	user id, device and location, the value before and after the change, and how this information is accessed.	audit trail provision assuring that your agency has complete accountability and transparency to its operations. However, the system audit trail is not universal in that it is applicable to every field in the system. A log of all changes made to <u>transactional data exists and can be accessed by privileged individuals.</u>
6.5.	Describe how the audit logs can be applied to the System.	Topic addressed in the SOW.
6.6.	Describe how the System defines and supports varying levels of user access.	Topic addressed in Technical Specification 6.1.
6.7.	How does the System update to protect against vulnerabilities?	Topic addressed in the Hosting Agreement.
6.8.	Describe in detail how the System encrypts data at rest and in transit.	All traffic is encrypted with industry standard SSL certificates. Without any other encryption, certain types of information are encrypted by the application itself. For full file encryption, the hosted environment uses Oracle Transparent Data Encryption. In an on-premise model, this can also be used. SQL Server also supports transparent data encryption. If desired, there is also the option to use <u>hardware based encryption methods as well.</u>
6.9.	Describe any antivirus and end point security functionality or software used with the System.	Topic addressed in the Hosting Agreement.
6.10.	What are the security mechanisms for exposing the API(s) and/or web service(s) to destinations inside and outside the firewall? What are the security mechanisms for ensuring that values passed to an external payment system are received intact by that system? Provide specific security information for transmitting sensitive data such as payment information.	Topic addressed in the Hosting Agreement.
6.11.	Describe in detail how PCI Compliance requirements are satisfied within the System and how the software is updated to keep PCI Compliance.	Topic addressed in the Hosting Agreement.
6.12.	Describe how the System tracks user login attempts and locks a user out after a specified number of attempts. Can the number of login attempts before System lockout be changed in configuration? Can the System lock the user out after a specified amount of time being idle?	The solution tracks login attempts and the setting of specified unsuccessful login attempts can be controlled using the System Admin tools by your system administrators. These administrators also have the ability to set the time that a particular user has left the system idle.
7. Record Retention		

Item #	Description	Response
7.1.	Describe how the System allows for records to be tagged (classified) and assigned a retention policy/schedule to ensure that the record is retained pursuant to the policy.	Topic addressed in the Permitting Specifications.
7.2.	Describe the capabilities to generate automated reports prior to the deletion of records that have been tagged to be deleted.	Topic addressed in the SOW.
7.3.	Describe how the System allows for automated destruction/deletion of records that have met or exceeded the required retention schedule.	The functionality to automatically destroy or delete records is not inherent to the solution for the aforementioned reasons addressed in Technical Specifications 7.1 and 7.2.
7.4.	Describe how the System allows for retrieval and production of information for eDiscovery and FOIA compliance.	Topic addressed in the SOW.
8 Interfaces		
8.1.	Describe the tools, technologies, standards, etc. provided to import and/or export data and/or interface with other systems or data sources.	<p>Data can be imported via XML; the process is typically managed through established data exchange interfaces to pass data between third party applications.</p> <p>Data can be exported in the following formats:</p> <ul style="list-style-type: none"> --Hypertext Markup Language (.html) --Adobe Acrobat Portable Document Format (.pdf) --Microsoft Word (.doc) --Rich Text Format (.rtf) --Delimited text by tab or comma, Microsoft Excel Spreadsheet format (.xls) --XML <p>Virtually every Accela Civic Platform implementation has mandated the establishment of interfaces to third party systems. Our integration framework allows data to be brought into the system from virtually any external source. Given the advent of web-based technology, the vast majority of the interfaces have been achieved using Web Services. Accela Civic Platform can provide integration and interface capabilities to the County through one of the two methods described below:</p> <ul style="list-style-type: none"> --Accela's Web Services and GovXML Open interface Server protocol -- The preferred method of interfacing allows both read and write operations to interact

Item #	Description	Response
		<p>with the Accela Civic Platform. Accela uses this interface protocol to support Accela Mobile, Accela GIS and Accela IVR. The benefit to the client is that as Accela incorporates more data support, the same access methods are made available to clients licensed to use the GovXML Open Interface Server. Interfacing with GovXML is through a standard SOAP Web Service interface or by an XML over HTTPS interface, which are then transmitted to the Accela Automation Biz Server for processing. GovXML's architecture is the same for virtualized, non-virtualized, and subscription-based deployments.</p> <p>—Data Loaders and Extractors— Loaders can be built that will monitor a folder for new, formatted, files and which will parse and load the file into the Accela database. The reverse processes, an Extractor, can be built to extract data from the Accela database into flat files and pushed to a location over the intranet or over FTP where it can be consumed by a third party system.</p> <p>Our team will leverage Accela's GovXML Open Interface Server protocol to achieve real-time integration with external services. External interfaces will be wrapped and converted to a standard GovXML interface for enabling transactional interaction with Accela Automation. This is the classic Adapter design paradigm (existing interfaces, i.e. Web Services, will be converted to a new interface, GovXML for compatibility purposes). Where external systems do not have an established service, Accela will work with the County to provide a custom implementation for interfacing with such systems. This interfacing layer will be deployed in an external server to ensure scalability.</p>
8.2	<p>ACE (Gentax by FAST Enterprises) - Describe how the System would interface with the County's Tax Assessment and Collection system (Gentax by FAST Enterprises) to validate that an applicant has no unpaid taxes and to confirm that each contractor has a current Arlington County business license when applying for a permit.</p>	<p>Topic addressed in the SOW.</p>
8.3	<p>Approved Conditions - Describe how the solution would interface with the County's Board reporting system for approved conditions.</p>	<p>Topic addressed in the SOW.</p>
8.4	<p>Credit/Debit Card Processor (Elavon) - Describe how the solution would interface with the County's credit card processor (Elavon).</p>	<p>Topic addressed in the SOW.</p>

Item #	Description	Response
8.5.	<p>GIS (ESRI) - Describe how the solution would interface with the County's GIS system (ESRI), including how the System would retrieve records by selecting a parcel or address in GIS. The ability should exist to select a GIS area or attribute (i.e. zoning/neighborhoods)</p>	Topic addressed in the SOW.
8.5.	<p>Electronic Records Management System (OnBase) - Describe how the solution would interface with the County's Electronic Records Management system (OnBase) to provide the following functionality:</p> <ul style="list-style-type: none"> • Save any attachments uploaded from the customer portal or back office application to the County's OnBase system in real-time. No attachment files shall be saved within the System itself. • Import and index records from OnBase. • Invoke the OnBase interface at any time from any location when an action results in records or files being selected for import. • Write the attachment (created or uploaded), along with an index file, to a specified location to be picked up by the OnBase Document Import Processor (DIP). • Enable auto-fill functionality to import additional information related to the record. • Retrieve attachments from the County's OnBase system for users to view in the back office application or customer portal or for attaching to notifications. • Enable the option to view attachments that open associated records from OnBase. 	Topic addressed in the SOW.
8.7.	<p>Real Estate Address Database (web API interface) - Describe how the solution would interface with the County's Real Estate Address Database</p>	Topic addressed in the SOW.
8.8.	<p>Describe how the system utilizes API's or web services to communicate with any system. Does the web service</p>	Topic addressed in the SOW.

Item #	Description	Response
	need to be coded in a specific language? If so, what language?	
8.9	General Ledger (Oracle R12.1) - Describe how the solution would interface with the County's General Ledger system (Oracle R12.1).	Topic addressed in the SOW.
8.10	Interactive Voice Response (Selectron) - Describe how the solution would interface with the County's Interactive Voice Response system (Selectron).	Topic addressed in the SOW.
8.11	Virginia State License Database (http://www.dpor.virginia.gov/LicenseLookup/) - Describe how the solution would interface with the Virginia State License Database to import licensing information and make the information accessible in the System, to place a hold on a contractor's records based on an expired license or invalid license, and to prevent permits from being issued to an expired or invalid license.	Topic addressed in the SOW.
9. Data Conversion		
9.1	Describe in detail the tools, technologies, and methodology provided to import and/or export and transform data. If third-party tools are used, provide the names of the tools and describe how and when they are used during data conversion.	Topic addressed in the SOW.
9.2	Define a high level data conversion plan for extracting, transforming, and loading all current and historical data required from the County's legacy systems to the Offeror's System.	Topic addressed in the SOW.

Item #	Description	Response
93.	Describe how the data integrity and validation rules will be handled in the conversion process.	<p>During the data validation and reconciliation phase, the following validation tasks would be completed:</p> <ul style="list-style-type: none"> -Record Counts – Our joint team would develop a set of queries to produce the record counts for each table and then document these record counts in the data conversion validation spreadsheet. Our joint team also compares the record counts collected in this stage of the data conversion to the counts collected during analysis, extraction, consolidation, and migration -Test Cases – Our Data Migration team will assist County staff in identifying a set of representative applications, permits, etc. that will be used to complete a side-by-side comparison of how a particular test case is structured within the old system and the new system. During these mock conversions, the Accela Data Migration team will work alongside County staff to help answer questions and address concerns, although the focus is on validating that the data mapping and analysis work completed results in the expected migration of legacy data into Accela Civic Platform. -Issue Reporting and Resolution – We would report issues found related to the data conversion on designated areas with the test defect tool for the project as prescribed in the test plan. As personnel report issues, the conversion team would determine the source of the issue. Once we determine the root cause of the issue, it would be critical to ascertain and execute the necessary fix quickly given the critical nature of completing the conversion activity and impact on the overall deployment timeline. Issues may require County staff involvement to resolve, should the issue be related, for example, to data extract, data mapping, configuration, or other area.
94.	Describe the Offeror's recommended approach to data conversion verification. Include the methodology for correcting individual or batched records, if necessary.	<p>Accela's data mapping process includes identifying methods for data conversion verification. Our team would work with County staff to identify the method and criteria for evaluating a data conversion and determining the exit criteria for success. Below are some of the best practices we have developed to facilitate the verification process:</p> <ul style="list-style-type: none"> -Identify tables that require row counts – Accela will work with County staff to identify tables that require row counts for validation. Tables identified for extraction would all require row counts for validation. This would consist of a count for all records in the table and grouped record counts. Grouped record counts are the sum of all individual record counts once loaded into the

Item #	Description	Response
		<p>Conversion Database from the extracts. For example, counts would include number of records by type or status.</p> <p>-Identify records that require consolidation or auto generation – Records that require consolidation or auto generation would also require a specific verification process. Because records are consolidated after they are extracted, counts for these records would not match between the Data Extract phase and the Data Cleanup and Consolidation phase. We would determine the record counts for consolidated records on a case-by-case basis during the Data Analysis phase and record the record counts in the Data Conversion Validation spreadsheet. Accela and County staff would conduct this task. The numbers would most likely require refinement during the data cleansing process.</p> <p>-Manual Verification of Data Mappings – Our team and County staff would be involved in the data mapping effort. We would work together to review and complete the Data Mapping templates for each legacy data source to verify that the necessary client data elements are accounted for and mapped to their new location within Accela Civic Platform.</p> <p>-Identify Test Cases – The conversion team and County staff would collectively determine a representative set of test cases from the legacy system. Personnel from both teams should choose these test cases strategically to verify that a record and all of its associated transaction data were converted completely and correctly for both completed transactions and in-flight transactions. We would select the data for these cases at the start of the development, mock, and final conversion runs.</p> <p>Accela would resolve data conversion defects as part of the Issue Reporting and Resolution process. We would report issues found related to the data conversion on designated areas with the test defect tool for the project as prescribed in the test plan. As personnel report issues, the conversion team would determine the source of the issue. Once we determine the root cause of the issue, it would be critical to ascertain and execute the necessary fix quickly given the critical nature of completing the conversion activity and impact on the overall deployment timeline. Issues may involve County staff involvement to resolve, should the issue be related, for example, to data extract, data mapping, configuration, or other area.</p>

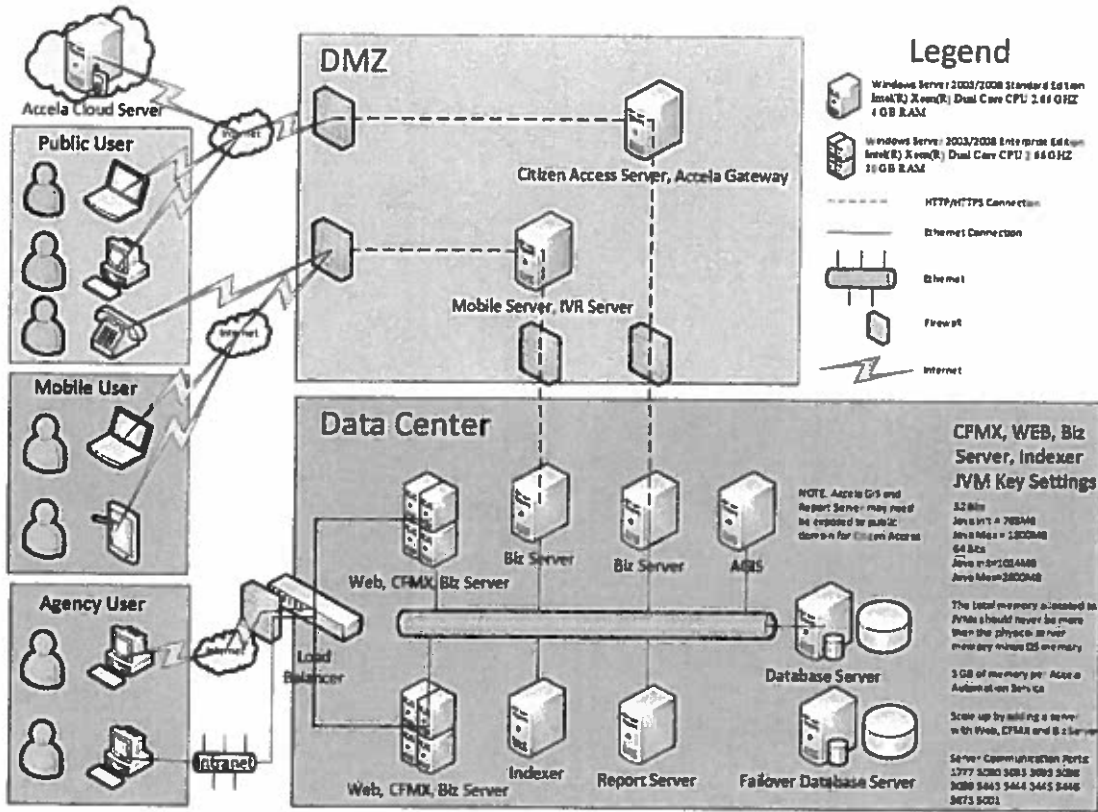


Figure 1: Civic Platform Deployment Architecture

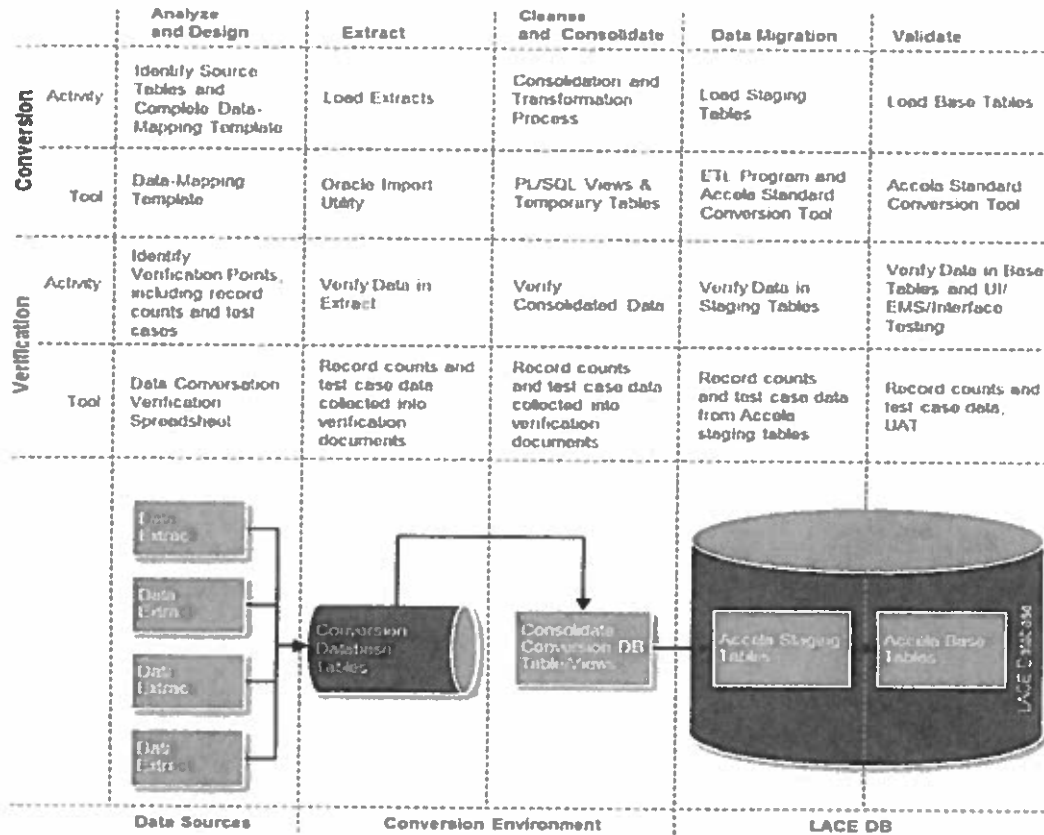


Figure 2: Data Conversion Process Overview