



City of Tukwila

Allan Ekberg, Mayor

INFORMATIONAL MEMORANDUM

TO: **Finance Committee**
FROM: **Vicky Carlsen, Finance Director**
CC: **Mayor Ekberg**
DATE: **February 19, 2020**
SUBJECT: **Contract for Cloud-Based Budgeting Software**

ISSUE

Authorize staff to negotiate contract with OpenGov for budgeting software. Once negotiations are completed to the satisfaction of the City, authorize Mayor to sign contract with OpenGov.

BACKGROUND

The City currently utilizes Eden (Tyler Technologies) for core financial functions (general ledger, accounts payable, accounts, receivable, payroll, etc.). The current suite of modules the City owns does include a budget module. However, the budget module only records line item budget requests then, once approved, transfers the approved budget into the general ledger for financial reporting. It does not include analytic tools, reporting capabilities, nor transparency with the budget process.

Because of the lack of an effective budget module within our financial software system, the biennial budget is drafted utilizing only Excel and Word. It has been increasingly more difficult to produce an accurate budget within the time required and has taken significantly more staff time to update all files required to produce the draft budget. During the 2019-2020 budget cycle staff experienced numerous issues with the files that caused a number of problems including broken links between spreadsheets, formulas not updating, and spreadsheets crashing resulting in lost data.

Because of the increasing severity of these problems with every budget cycle, it is no longer feasible to continue with the status quo. Staff explored three main options to develop a better budgeting process

Option 1: Simplify the Budget Document

Staff could continue building the budget in Excel and Word, but in order to ensure an accurate budget delivered to the City Council within the required timeframe, Finance would have to create a very simple line item budget document that would forego most of the existing charts and graphs, and eliminate the projected year end estimates. *Staff does not recommend this option.*

Option 2: Eden Budgeting Module

Tyler Technologies has made a new budgeting module for Eden users that would increase transparency and provide better reporting and analytical tools. However, most of the reports and charts currently utilized at the Council and Administration level would still need to come from Excel. Additionally, the new budget module for Eden does not have a way to budget by programs.

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While it does take a step forward in improving the budgeting process, staff would still need to utilize Excel, which is the tool that is not reliable in our existing process. *Staff does not recommend this option.*

Option 3: New Budget Tool

The final option staff considered was to look for a new budget tool that would address process improvements, data reliability, transparency, and include robust reporting tools to assist with Council's decision-making responsibilities. Staff discussed this possibility with the Council's 2019 Finance Committee on multiple occasions. Staff researched budget software tools currently on the market and found a number of options available that ensure an efficient, streamlined, transparent budget process. *Staff recommends this option, described in more detail below.*

DISCUSSION

Staff issued an RFP for a budget software solution in January 2020 that was active for 2 weeks. Before the RFP was published it was reviewed by our attorney as well as by Info Tech, a company under contract with the TIS Department for various special IT projects.

The City received 5 responses to the RFP that were then evaluated on the following criteria:

Evaluation Criteria	Weight
Experience and qualifications of company and resources assigned to project team	15%
Total cost of services	15%
Proven methodologies, tools, and implementation accelerators	10%
Availability of resources	12%
Industry experience, immediate and long-term capabilities	10%
Quality and relevance of references/project history	12%
Unconditional commitment to project success	10%
Ability to meet requirements and objectives as stated throughout the RFP	5%
Demonstrated value achieved on time and on budget in the industry and with similar organizations	7%
Financial stability of the organization	2%
Complimentary services (post live support, hosting, etc.)	1%
Quality and timeliness of submitted proposal and presentation	1%

The table below lists the 5 bids received along with the total cost (exclusive of sales tax), including implementation and support, for years 1 through 5.

Bidder	Total Cost
ClearGov	\$149,983
GNC	\$362,750
OneStream	\$907,920
OpenGov	\$348,290
Vena	\$243,436

After thorough review of the responses, demonstrations, and reference checks, staff has selected OpenGov's cloud-based budget solution as the best option to replace our current budget development process.

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OpenGov's budgeting and performance platform is an integrated budgeting and performance solution that aggregates and synchronizes financial and non-financial (performance measures) data. It streamlines the budget process from the initial stages of strategic planning and personnel forecasting and enables collaboration with departments throughout the budget development process. The platform includes management reports and customizable dashboards that can be provided to City staff to track and manage various financial and non-financial performance metrics. This platform would sit on top of our current financial system and enhance reporting capabilities for staff.

Based on the demonstration, as well as reference checks, OpenGov is easy to learn and implement. This tool will allow staff to begin the budget process earlier, spend less time drafting the budget and more time with analysis, provide departments significantly better reporting through the use of dashboards, and increase transparency into the budget process. There is also an opportunity to develop an outward facing dashboard that would increase transparency and community engagement.

Several local governments in Washington currently utilize this product, including the Cities of Olympia, Fife, Blaine, Shelton, Ocean Shores, and Washougal, as well as Thurston and Kittitas Counties.

Staff would like to implement this product in time for the 2021-2022 budget development process.

FINANCIAL IMPACT

In order to receive the total negotiated price of \$348,290, exclusive of sales tax, the City would need to sign a 5 year agreement. An agreement of less than 5 years would result in a higher annual cost. Costs for each year are as follows:

Year 1 \$78,906

Years 2 through 5 \$67,346 each year

While Finance staff believes that by adjusting a few planned programs, this cost can be absorbed within our existing budget, there is a slight chance that the Finance Department would require a minor budget adjustment at the end of the year for a portion of the costs associated with this contract.

RECOMMENDATION

Council is being asked to authorize the Mayor to sign a contract Council is being asked to authorize staff to continue negotiating a contract, and once negotiations are completed, authorize the Mayor to sign a 5 year contract in an amount not to exceed \$349,290, exclusive of sales tax.

Council is being asked to consider this item at the February 24, 2020 Committee of the Whole meeting and subsequent March 2, 2020 Regular Meeting.

ATTACHMENTS

OpenGov response to RFP
Draft Software Services Agreement
OpenGov Plan Letter

Vendor Information		Response
Company Name	OpenGov, Inc.	
Contact Name and Title	Greg Balter Account Executive	
Contact Address, Phone, Email	955 Charter Street Redwood City, CA 94063 Mobile: (415) 230-9472 Email: gbalter@opengov.com	
Company Information		
Public vs. Private	OpenGov, Inc. is a private corporation.	
Year Founded	OpenGov was founded in 2012.	
Revenue and Income, Current and Prior Year	As a privately held company, OpenGov does not disclose this information publicly.	
Office Locations: Headquarters, Implementation, Support, Development	OpenGov is headquartered in Redwood City, CA. It maintains offices in Portland, OR; Chicago, IL; New York City, NY; and Washington D.C. Implementation, support, and development for this project will be based out of headquarters in Redwood City, CA.	
Nearest regional office to Tukwila, WA	Portland, OR is the nearest regional office to Tukwila, WA. Support and implementation work will be based out of the Redwood City, CA headquarters.	
Website	www.opengov.com	
Employee Count: Total, Management, Sales, Implementation, Support	OpenGov does not disclose exact employee counts separated by function. OpenGov has over 250 employees and is headquartered in Redwood City, CA, with other offices in Portland, Dallas, New York, Chicago, Boston, and Los Angeles.	
Number of Customers		
Total Customers	OpenGov works with over 2,200 public agencies across 48 states.	
Total Customers on Proposed Application	The Proposed Application is the OpenGov Cloud. OpenGov has over 300 customers using the Budgeting piece of the Cloud, but 2,200 agencies who are on some form of the OpenGov Cloud altogether.	
Total Cities	OpenGov works with over 1000+ Cities.	
Total Washington Cities	OpenGov works with 12 cities in Washington State.	
Total Washington Customers (other than cities)	OpenGov has 17 total customers in Washington.	
Total Customers Comparable to Our Size	OpenGov serves over 150 governments who fall in the tier with a budget range of \$100M to \$200M.	
Target Customer Profile		

Sizing - Users and Population	With cloud-based software designed specifically for the public sector, OpenGov serves over 2,200 state and local governments ranging in size, including states like California, Texas, Illinois, Utah and Oklahoma, cities like Shelton, Olympia, Fife, Washougal, Woodland, Ocean Shores, and counties like Thurston and Kittitas. Our solution was designed to work for any size government with a focus on ease of use and purpose built for government.
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Version Schedule	OpenGov develops its own cloud-hosted, SaaS products that are available 24/7 through the use of any web browser, on any computer. As such, the software that you purchase will be continuously updated with our latest fixes and updates. As a result, we don't have "versions" of our software. While traditional software is installed on-premise and places a heavy burden on every customer to maintain and update, OpenGov's SaaS model guarantees that every customer is always using latest features and enhancements to our software. This means that you would no longer need to pay for expensive customizations and teams of programmers to maintain a complex, unsustainable, and unreliable solution. Instead, you will receive a product that incorporates feedback from all governments in OpenGov's network, with updates occurring automatically every two weeks and ongoing support, giving your team a solution that is scalable, sustainable, easy-to-use, and affordable.	Our updates are applied frequently and effortlessly to the customers. Because the software is centrally housed, new releases do not require an installation. With OpenGov, you will have access to a platform that updates immediately, without a formal upgrade process and effort	Please see the responses to "Current Version and Release Date."	N/A. OpenGov only releases software as Software-as-a-Service. We release new features and functionality every two weeks after thorough testing and vetting and training.	OpenGov's proposed solution is a cloud-based, Software-as-a-Service solution that generally releases patches, and enhancements weekly with product updates released on a two-week schedule. All updates and upgrades to an offering, including hot-fix releases, are made available automatically without additional license fees or services costs and are integrated into the solution seamlessly from the Customer's perspective. Accordingly, as we update and improve our solution, our customers get immediate access to the benefits.
Proposed Version and Release Date	On Premises release dates vs. Software as a Service (SaaS) release dates	Frequency of Releases			

Indicate if specific module(s) are not yet released and their release date(s)	Not applicable. OpenGov is able to deliver the solutions that are outlined in the scope of the RFP.
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Customer References

Response

Client Reference #1 (Washington State Client)	
Name of Entity	County of Kittitas, WA
Number of Employees	220
Population	~50,000
Contact Name	Judy Pless
Contact Title	Budget & Finance Manager
Contact Telephone Number	(509) 962-7502
Contact Email Address	judy.pless@co.kittitas.wa.us
Products, Modules, Services Provided by Vendor	OpenGov Cloud
First Date of Business Relationship with Vendor	Jul-18
Go-Live Date	Sep-18
Rationale for Including Reference	Washington customer who has gone through 1+ budget cycles with OpenGov
Client Reference #2 (Washington State Client)	
Name of Entity	City of Blaine, WA
Number of Employees	70
Population	~5,500
Contact Name	Jeff Lazenby
Contact Title	Finance Director
Contact Telephone Number	(360) 332-8311 ext. 3305
Contact Email Address	jlazenby@cityofblaine.com
Products, Modules, Services Provided by Vendor	OpenGov Cloud
First Date of Business Relationship with Vendor	Jun-18
Go-Live Date	Sep-18
Rationale for Including Reference	Washington customer who has gone through 1+ budget cycles with OpenGov
Client Reference #3	
Name of Entity	City of Cupertino, CA
Number of Employees	200
Population	~65,000
Contact Name	Thomas Leung
Contact Title	Senior Management Analyst
Contact Telephone Number	778-968-4846
Contact Email Address	ThomasL@cupertino.org
Products, Modules, Services Provided by Vendor	OpenGov Cloud
First Date of Business Relationship with Vendor	Nov-14
Go-Live Date	Feb-15
Rationale for Including Reference	Long time customer who helped build our product. Can speak to partnership with OpenGov.
Client Reference #4	
Name of Entity	City of Ashland, OR

Number of Employees	260
Population	~22,000
Contact Name	Cindy Hanks
Contact Title	Deputy Finance Director
Contact Telephone Number	541-552-2007
Contact Email Address	cindy.hanks@ashland.or.us
Products, Modules, Services Provided by Vendor	OpenGov Cloud
First Date of Business Relationship with Vendor	Sep-18
Go-Live Date	Dec-18
Rationale for Including Reference	Biennial customer

Technology

All vendors are required to answer each question to the best of their ability.

Technology	Vendor Response (Select an answer from the drop-down options)	Notes
1 List remote access methods supported including technologies, portals, etc.	Yes	OpenGov's platform is a cloud-hosted Software-as-a-Service solution. Permissioned city staff can access OpenGov from anywhere, with any device.
2 Describe compliance with Service Oriented Architecture (SOA).	Yes	The software is built with usability as the most critical aspect. The software allows for the integration with different products and compile the information in a single platform where information can be displayed and analyzed in one place.
3 Indicate experience integrating and proposed method to other City applications and services (e.g. Web Services, API, etc.):	Yes	<p>The integration to other products can take several different methods. Depending on the needs of the City, OpenGov can integrate directly into the other products and update data on a desired frequency. OpenGov also allows for the use of Secure FTP sites for the transmission of data, along with direct upload and even the ability to enter data directly into the software.</p> <p>Our implementation entails working with each department to develop KPIs that are quantifiable, measurable, and actionable. We want to develop KPIs that are aligned with departmental goals. OpenGov utilizes both direct-to-database and indirect-from-file integration mechanisms to import data from external systems into the OpenGov Platform, where it can be used in OpenGov's dashboards.</p> <p>OpenGov's ERP Integrations and Non-Financial integrations will allow you to streamline the process of integrating important data with a lightweight, self-service, solution that replaces manual uploads with automated FTP transfers. This approach delivers significant time savings and efficiencies without requiring significant investment of time.</p>
3.1 Lucy – Time data for Payroll	Yes	We can create the protocol to bring in the data as described above.
3.2 and Police	Yes	OpenGov can create the protocol to bring in the data as described above.
4 List integration technologies, e.g. Web Services, SOA, XML, etc. Flat file not preferred.	Yes	OpenGov's ERP Integrations and Non-Financial integrations will allow you to streamline the process of integrating important data with a lightweight, self-service, solution that replaces manual uploads with automated FTP transfers. This approach delivers significant time savings and efficiencies without requiring significant investment of time.

		With OpenGov, all users are able to quickly create dashboards to answer their most pressing questions, regardless of technical ability, allowing everyone with access to OpenGov to leverage data to drive their decisions.
5	Describe SharePoint strategy and level of integration, e.g. display data to dashboard, document storage and retrieval, etc.	<p>Users have a few options when it comes to self-exploring data. For starters, they are able to build high level dashboards from any data they have access to, such as budget vs. actuals or performance measures. These dashboards can be created with just a few clicks and can be private or shared among multiple users.</p> <p>In addition to high level dashboards, users can interact with data directly. OpenGov will summarize information based on any column in the dataset and then provide users with the option to drill-down to raw detail. From here users can export the information into excel or as a print-ready image.</p>
		Behind the scenes, OpenGov is constructing all of the queries on the user's behalf. This allows less technical users to have the power to explore data without having to learn query languages.
6	Describe functions supported by mobile technology, e.g. workflow approvals, data look-ups, etc. Include what devices and mobile OS's are support (iPads vs Surfaces, iOS vs. Android)	Yes All mobile devices with an internet connection are supported. Full functionality is available on mobile devices.
7	Describe Web/Portal functionality for internal and external users. Preference is to publish data to the Web, interact with vendors and citizens, support online payments, etc.	Yes OpenGov will provide a robust transparency platform, allowing users to download a single fiscal year of data at one time. In fact, users can export as many fiscal years as are in the report.
8	Indicate tools and utilities available for data purge and archiving processes.	Yes OpenGov allows for unlimited amount of data on the platform. If the City wished to purge data, the data can be simple deleted from OpenGov. OpenGov puts that ability in the customers control and will not delete data from the system, unless directed by the City.

Product Support

All vendors are required to answer each question to the best of their ability.

Product Support and Development		Vendor Response (Select an answer from the drop-down options)	Notes
1	Attach a sample standard service-level agreement (SLA) to this proposal.	Yes	Please refer to the attached SLA document.
2	Attach technical specifications (browser, network, and operating system requirements) to this proposal.	Yes	Below is a high level overview of OpenGov's system architecture. OpenGov offers a cloud-hosted, multi-tenant SaaS solution that is available 24/7 through the use of any web browser, on any computer. While traditional software is installed on-premise and places a heavy burden on every customer to maintain and update, OpenGov's multi-tenant SaaS model guarantees that every customer is always using the latest features and enhancements to our software. This means that you will no longer need to pay for expensive customization and teams of programmers to make a complex, unsustainable, and unreliable solution. Instead, you will receive a product that incorporates feedback from all entities in OpenGov's network with bi-weekly or monthly updates and ongoing support, giving you a solution that is scalable, sustainable, easy to use, and affordable.
3	Attach information regarding system performance metrics, including uptime, capacity, and response time.	Yes	OpenGov software is hosted using Amazon Web Services (AWS), the same infrastructure used by large government agencies like the Center for Disease Control, the Department of State, and the Department of Health and Human Services for mission-critical applications. AWS's highly secure data centers utilize state-of-the-art electronic surveillance and multi-factor access control systems. Data centers are staffed 24x7 by trained security guards, and access is authorized on a least privileged basis.
4	Attach any supplementary information and service levels provided by relevant partners (hosting, customer service, support, etc.).	Yes	Please refer to the attached SLA document for details.
5	Do you provide on-site support services and remote support services? Disclose standard rates for this service, if any.	Yes	Please refer to the Statement of Work for this information.

		<p>OpenGov training and support strategy is multi-layered with many offerings to ensure our customers are successful in using OpenGov. Training is managed and produced by our Customer Success Team made up of government finance experts. During Deployment, your OpenGov Customer Success Manager and Analyst will provide your team with individualized training to get your platform up and running and to ensure your organization has a top-notch engagement and adoption plan for your users.</p> <p>Throughout deployment and post-deployment our customers are provided with training resources on our resource center and through our learning management system. Monthly webinars are also offered to train customers about a new and engaging topic. Finally, our Customer Support team is available to troubleshoot issues and ensure that our customers have a great experience with OpenGov. You will work closely with your Project Manager and customer success team. We will provide you with individualized training and support throughout the deployment including, but not limited to:</p> <ul style="list-style-type: none"> - Chart of Accounts Editor Training, Data Upload Training, Report Customization Training, Department Head Training and/or, Train the Trainer
		<p>Monthly Live Training Webinars</p> <p>Customers are encouraged to attend live monthly training webinars facilitated by our Lead Trainer and rotating government finance experts.</p> <p>Recent webinar topics include the following:</p> <ul style="list-style-type: none"> - Capital Planning in the Digital Era, The 7 Coolest OpenGov Reports, 5 OpenGov Habits to Increase Your Productivity, Success with OpenGov to increase Efficiency in the Budget Process
6	Yes	<p>The Resource Center</p> <p>The OpenGov Resource Center is our knowledge base that includes hundreds of Help articles and tutorials with step-by-step directions. Customers are encouraged to search the resource center to find help instantly. The Resource Center is available online 24 hours a day. You will also have access to OpenGov email and ticketing support at no additional cost. OpenGov Product Support Service Level Objective is to respond within one business day. However, the OpenGov support team's first response time is typically one hour or less for most requests during support business hours.</p> <p>OpenGov offers premium communications services to help organizations on their journey to better engagement. Our premium communications services provide the perfect combination of content creation, trainings, and one-on-one coaching to provide you with the additional structure, support and guidance needed to communicate with the public consistently and use the OpenGov software most effectively.</p> <p>You will have a dedicated Project Manager and Customer Success Manager that will work with your team every step of the way. We pride ourselves on our ability to partner with customers and complete successful projects. We provide a flexible and comprehensive set of channels for customers to gain service from us.</p> <p>Your team will have a variety of options to communicate with our support team:</p> <ol style="list-style-type: none"> 1. In-App Help - Suggested topics, walkthroughs, and links to our Resource Center can be accessed for FAQs, tips, and best practices. 2. Web Forms - You can submit requests online with all I needed details included in the request form. This allows our support team to prioritize and respond as quickly as possible. 3. Live Chat - OpenGov's Live Chat is available Monday to Friday from 9am to 5pm PT. This is the best method to use for quick questions. 4. Email - You can always send an email to support@opengov.com with any questions. A support ticket will be created, and a member of our team will respond promptly.
8	Yes	<p>Describe standard issue resolution response times, methods of communication, and escalation and severity levels.</p> <p>Please refer to the attached SLA documentation for details.</p>
9	Yes	<p>What is the frequency of your product enhancements, patches, and releases? Please describe your (version-upgrade) release schedule.</p> <p>OpenGov's proposed solution is a cloud-based, Software-as-a-Service solution that generally releases patches, and enhancements weekly with product updates released on a two-week schedule. All updates and upgrades to an offering, including hot-fix releases, are made available automatically without additional license fees or services costs and are integrated into the solution seamlessly from the Customer's perspective. Accordingly, as we update and improve our solution, our customers get immediate access to the benefits.</p>
10	Yes	<p>How do you notify your clients of upcoming enhancements or maintenance activities?</p> <p>Generally speaking, OpenGov updates its applications every two weeks during off-business hours. The only times we make an exception to that is to deliver "hot fixes" for critical service issues. Regardless of the hour, our maintenance activities are performed without causing any downtime. Furthermore, since OpenGov is a SaaS solution hosted on Amazon Web Services, we can automatically deploy updates across the entire platform with minimal partner impact. Feature deployments generally happen seamlessly without any user interruption. When deployments will impact users, we will send out notifications beforehand.</p>

22	11	How will enhancements, patches, releases, etc. be tested? Is the customer expected to test for impact on customizations?	Yes	OpenGov is a true multi-tenant SaaS application. OpenGov is on an agile development cycle and new product features are introduced on a two week release cycle. Customers can turn on/off features with a feature flag. Because the system is a multi-tenant application, customization of the core solution is not allowed as it can impact all of our other customers. We write and test code on development environments before deploying to production. OpenGov subjects all new feature releases to automated and manual user testing. The software is not released until we resolve all critical issues.
	12	Do you provide access to a knowledgebase of information and best practices; access to user groups, forums, or communities?	Yes	Please refer to our answer to question 6 above.
	13	Do you have the ability to create knowledgebase of information and practices, specific to customer needs and practices?	Yes	Our products incorporate feedback from all governments in OpenGov's network, with updates occurring automatically every two weeks and ongoing support, giving your team a solution that is scalable, easy-to-use, and affordable. We also incorporate customer feedback and best practices into our Resource Center so that other governments in the community of users can learn and benefit from this knowledgebase.
	14	Do you provide ongoing product training and tutorials? Describe the various offerings.	Yes	Please refer to our answer to question 6 above.
	16	Do you provide SLA terms for data restoration services?	Yes	The OpenGov Cloud Platform has: - a Recovery Point Objective (RPO) of 24 hours. (RPO refers to the maximum duration of data loss due to a major incident.) - a Recovery Time Objective (RTO) of 24 hours. (RTO refers to the maximum duration for restoration of service after a major incident.)

Implementation Services

All vendors are required to answer each question to the best of their ability.

Implementation Services	Vendor Response (Select an answer from the drop-down options)	Notes
1 Attach implementation methodology, governance, and implementation plan to this proposal; include project structure, team members, phases, deliverables, timelines, and cost (by module/core process area).	Yes	Please refer to the Statement of Work that is included in our proposal.
2 Provide complete turnkey implementation, including integration, data migration, training, and project management services.	Yes	Please refer to the Statement of Work that is included in our proposal.
3 Describe how the proposed solution will be validated for the technical requirements listed in RFP	Yes	<p>OpenGov uses an implementation methodology that focuses on the rapid and thorough deployment of a configured system, regardless of the exact modules configured. The following methodology is applied to all OpenGov implementations and is further customized based on the Customer's specific objectives and goals with the software. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner. Below is a visual of the project management and deployment approach, along with the OpenGov owners throughout. The fourth phase of this methodology is the Validate Phase, which starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will review and validate the solution and their data to ensure it is represented accurately in the solution. If any issues are found, they will be logged and the OpenGov team will assess the issue and resolve. The Phase ends with the Acceptance of solution results by the Customer.</p>
4 Describe (or attach) examples of successful engagements completed with similar scope and timelines (three minimum).	Yes	<p>Diamond Bar, CA</p> <p>Ashland, Oregon</p> <p>Mono County, CA</p>
5 Describe industry-specific templates and best-practice documentation used to assist with the implementation.	Yes	Please refer to the Statement of Work that is included in our proposal.
6 Do you provide onsite support for implementation services? Disclose the standard rates for these services.	Yes	OpenGov can provide onsite support, as necessary. For information on rates for professional services, please refer to the Statement of Work that is included in our proposal.

24	<p>7</p> <p>Do you provide phone support for implementation assistance? If not included in SLA, disclose the standard rates.</p>	<p>Yes</p> <ul style="list-style-type: none"> - Configures, validates, and trains on Customer's solution. 	<p>For phone support details, please refer to the SLA document that is included in our proposal. Additionally, OpenGov will assign a Customer Success Analyst (CSA) as part of the project team responsible for your successful deployment. The CSA will be responsible for, among other things, the following tasks:</p> <ul style="list-style-type: none"> - Configures OpenGov Chart of Accounts with guidance from Customer. - Provides guidance on data extraction, loading, and formatting. - Configures, validates, and trains on Customer's solution. <p>OpenGov has found that having video calls can be as effective as being on-site. There are times, however, when being on-site is preferable, especially at the design stage. Our team will be on-site to lead those discussions and support others.</p> <p>The members of the OpenGov team and their planned contribution to meet the key requirements of the OpenGov deployment are as follows:</p> <ul style="list-style-type: none"> - Government Finance Expert and Solution Architect drive the solution design. OpenGov does not customize the platform, but rather configures the functionality based on the specific deployment requirements. The Customer Success Analyst will work closely during this phase with you and will deploy the platform based on discussions with you, minimizing miscommunication. - Upon design agreement, deployment is reviewed and managed between the Project Manager and the Customer Success Analyst. Your team will be updated as the deployment progresses to confirm business requirements are dispositioned as agreed upon. - Upon deployment, training is important. Having deployed to over 2,000 governments, OpenGov has vast experience providing Administrator, User, and Executive training. OpenGov offers a variety of training options to cater to individuals' different learning rates. Support is offered via access to FAQs, Webinars and access to our live Support team. - Overall program support comes not only from the Project Manager, but also from the Executive Sponsor, who addresses internal and external roadblocks. The Customer Success Manager works closely with the Project Manager during work activity initiation and high-volume activity periods. The focus is to have the additional support when it is needed. <p>Additionally, our Resource Center has many articles and helpful tips that are always easily accessible for you throughout your lifecycle.</p>
	<p>8</p> <p>Do you provide online support for implementation support? If not included in SLA, disclose the standard rates.</p>	<p>Yes</p>	

<p>OpenGov firmly believes in knowledge transfer to enable the self-sufficiency of our customers and their value realization from our solution. We accomplish this through several mechanisms including on-site and remote web-based trainings, Online Resource Center, in-solution functionality / how-to "walk throughs" and a Technical Support ticketing interface to request ad-hoc and additional training post deployment/go-live. The training plan would be confirmed and timetables defined as part of the Project Initiation and Planning.</p> <p>OpenGov Offerings:</p> <ul style="list-style-type: none"> - Provide standard online resources (documents and walk-through videos) available at any time - Provide live or virtual Admin-Training - Provide guidance on additional documentation for system questions not covered already in the Resource Center - Provide live Train-the-trainer session - Support Customer-Admin-led-end-user training live - Provide standard materials for Admin to partner with and run end-user training - Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled - Provide Training curriculum via Webinars, hands-on and written training to enable a successful transfer of deployment management and actions from OpenGov to Customer's team. <p>For example, OpenGov can provide online documentation for both Admins and End-Users:</p> <ul style="list-style-type: none"> - OpenGov Resource Center Training - Chart of Accounts Editing Training - Data Uploading - Report Creation - Dashboard Creation - Budget Creation - OpenGov Stories Creation - OpenGov Workforce Planner Training - OpenGov Network Training 	<p>Do you provide user implementation material, training guides, administration and developer guides? In which formats?</p> <p>9 Yes</p> <p>10 Do you provide product tutorials? In which formats?</p> <p>Yes</p>
	<p>The OpenGov Resource Center is our knowledge base that includes hundreds of Help articles and tutorials with step-by-step directions. Customers are encouraged to search the resource center to find help instantly. The Resource Center is available online 24 hours a day. You will also have access to OpenGov email and ticketing support at no additional cost.</p>

	<p>OpenGov firmly believes in knowledge transfer to enable the self-sufficiency of our customers and their value realization from our solution. We accomplish this through several mechanisms including on-site and remote web-based trainings, Online Resource Center, in-solution functionality / how-to "walk throughs" and a Technical Support ticketing interface to request ad-hoc and additional training post deployment/go-live. The training plan would be confirmed and timetables defined as part of the Project Initiation and Planning.</p> <p>OpenGov Offerings:</p> <ul style="list-style-type: none"> - Provide standard online resources (documents and walk-through videos) available at any time - Provide live or virtual Admin-Training - Provide guidance on additional documentation for system questions not covered already in the Resource Center - Provide live Train-the-trainer session - Support Customer-Admin-led-end-user training live - Provide standard materials for Admin to partner with and run end-user training - Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled - Provide Training curriculum via Webinars, hands-on and written training to enable a successful transfer of deployment management and actions from OpenGov to Customer's team.
11	<p>Do you provide offsite and onsite product training? Describe the various offerings.</p> <p>Yes</p>
12	<p>Describe how you support data migration from existing systems.</p> <p>Yes</p>
13	<p>Describe integration approach and services available to support implementation (initial and ongoing services).</p> <p>Yes</p> <p>Please refer to the Statement of Work that is included in our proposal for details on data integrations.</p>

	<p>continuously see on the left-hand side adjustments to the working budget. OpenGov has workflow notifications, whereby whenever a proposal changes status, there is a notification. Private proposals created in the solution can be rejected. OpenGov Budgeting supports the following three forms of workflow management:</p> <ol style="list-style-type: none"> 1. Base budget setup for admins. Administrators can set up and develop a base budget, creating a high quality starting point to kick off the collaborative budget process. 2. Phase control during budget setup. During the collaborative budgeting process, administrators can manage the phase of the budget with simple controls. 3. Status and approval workflows. Budgeters can manage the status and approvals of their forms and/or proposals. <p>OpenGov supports predefined workflow management. Administrators have access to manage phases and forms/proposals through a multi-step approval process. The system is structured such that workflow is easy to use, follow, and requires no administration. Our Customer Success team will work with you to understand specific needs in the workflow process. As OpenGov is designed for ease-of-use, no technical expertise is necessary to manage any part of the workflow process.</p> <p>With OpenGov, all employees, regardless of technical ability, will be able to quickly create reports and dashboards to answer their most pressing questions. OpenGov will allow employees to make better, data-driven decisions, track progress on budgets and strategic initiatives, and improve outcomes through better alignment and internal accountability.</p> <p>Specific features and benefits:</p> <ul style="list-style-type: none"> - Decision Making is improved with visual reporting and data aggregation tools that unite financial and performance data in an easily accessible platform. This allows employees to run reports using a trusted data source, expedite report completion by empowering more people to access the same information, and allow non-financial personnel to dive deep into your organization's data without having to re-query your financial and data systems. - Financial and Performance Reporting is simplified with powerful CoA mapping technology that enables easy General Ledger exploration and reporting, for faster insights and better oversight of spending and budget progress. - Geospatial (GIS) and performance data is easily incorporated and compared to spending to put results in context and provide critical insights to every part of the organization. - Simplified Performance Management is enabled with easy-to-use, self-service dashboards that display key data points and KPIs across all and notifications to help manage towards goals and targets.
14	<p>Describe how reports, views, and workflows are configured in the system (without the use of programming).</p> <p>Yes</p>

<p>The Governance model will be applied such that both OpenGov and your team have clear communication channels for project and executive summaries, in addition to escalation path to address roadblocks. There are three mitigation factors that OpenGov recommends using:</p> <ul style="list-style-type: none"> - Defining a secondary person for project roles. For OpenGov, many of our team members have served in different roles, which enables the rich perspectives our teams bring to an implementation. We recommend that you also evaluate the roles needed and individuals available to serve fill those roles. - Documentation of tasks, learnings and resolutions to support transitions to new team members should the needs arise. - Efficient execution to minimize the deployment time. Many of our budget platform deployments are completed within six months. At that time a broader group is trained, reducing the risk to a single or small group of individuals. <p>Scope expansion, as opportunities of improvement, is identified during gap analysis. You may identify process or data changes that were not originally defined. Mitigation factors include:</p> <ul style="list-style-type: none"> - The gap analysis and related scope, defined. This will enable a reference point for identified expansion opportunities. OpenGov will work with you to scope and estimate impact of expansion opportunities to collaborate on resulting action. - Resolution process for items that are identified to ensure alignment between OpenGov and your team for addressing the opportunity. - Different projects competing for the same resources are frequent blocker to success. <p>A mitigation for our deployments is the short sprints OpenGov uses to complete workstreams. Products work together but are not interdependent, thus enabling resource adjustments when necessary. An additional risk would be that your system does not contain all budgetary data, master data attributes, and master data hierarchies included in your budget reports. The mitigation of this risk is twofold:</p> <ul style="list-style-type: none"> - The customer provides a comprehensive outline of your current budget process, data set inventory and reporting. - Build from the minimal requirements, evaluating data gaps. The customer has clearly outlined the systems from which data will be pulled; therefore, the gaps are expected to be minimal. 	<p>Do you provide recommended industry-specific change management methodologies, roles, hierarchies, etc.?</p> <p>Yes</p>
<p>15</p>	

City of Tukwila Pricing Summary

Cloud-Based Budget Software - Detailed Cost Sheet

Required Modules	Implementation Cost	Total Cost for Training	Cost of Data Conversion	Other Costs	Total Costs	Hours Required for Training	Hours Required for Implementation	Number of Staff Required for Implementation	Comments/Assumptions
Security					60,495				Please note that we estimate this project to take 327 hours. The accompanying statement of work details deliverables and roles and responsibilities. If we are shortlisted, we can review our deployment methodology and how we implement. During that conversation, we're happy to alter or update the estimated hours or provide more detail as needed.
Ad hoc Reporting					-				
Budgeting					-				
Dashboard	60,495				-				
Budget document	*\$26,000					*\$26,000			
Totals	86,495					86,495			
Maintenance Price									Comments/Assumptions
Year 1	74,519								This pricing assumes an initial contract length of 5 years. This includes unlimited licenses to the OpenGov Cloud. Our partner for Budget Book, Certent, does charge for licenses but this annual price includes 2 licenses to that software already. Additional Certent licenses incur additional costs but we can discuss different tiers and needs. After the initial 5 year term is over, there is a 4% increase in price for every subsequent year.
Years 2 through 5	298,076								
Years 6 through 10									
Totals	372,595								
Other Services Price									Comments/Assumptions
Report Development									Included in Implementation Cost above. Please refer to Statement of Work for deliverables.
Process Improvement									Included in Implementation Cost above. Please refer to Statement of Work for deliverables.
Integration									Included in Implementation Cost above. Please refer to Statement of Work for deliverables.
Travel									Travel, which has to be requested and pre-approved, will be governed by the Statement of Work section 6.2.
Other Costs									
Subtotal - Implementation	-								

Please Note: this pricing is assuming you'll want to purchase the entire OpenGov Cloud. Based on our understanding of your needs in the RFP, we think the OpenGov Cloud will be the right solution for you. However, we do provide options to phase in our solution and services offering to ensure that the solution adheres to your budget and pricing constraints as well. We can and will discuss with you various options around pricing if you'd like. Also, upon reading your questions and answers, it sounds like you're looking to have about 6 finance users in the platform for the first year before expanding. Please note that the OpenGov Cloud comes with unlimited users so that when you do decide to expand to all departments for budgeting, you can. However, when it comes to reporting, story telling, performance measures, etc, this is all included with unlimited licenses and data. We believe providing an unlimited model allows you to get the most number of users of our platform and this value. You can have every single one of your employees in our platform even as you grow and scale with OpenGov, and this will incur no additional cost.

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	
3rd-Party Application	
Custom Modification	Custom/FDI needed
Not Available	Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	GENERAL SYSTEM			Comments
			Standard - Current	Standard - Next	3rd-Party Application	
General System	10.002	MULTI-USER ENVIRONMENTS - Ability to prevent any master file record from being deleted if that record is referenced in any other file.	x			Yes. OpenGov has user based security and the City can setup roles to ensure records are not deleted. OpenGov also has an audit trail of all transactions.
General System	10.003	MULTI-USER ENVIRONMENTS - Operate in a multi-user environment so record locking will be required to maintain the integrity of the data.	x			Yes. OpenGov allows for all fields, workforce, budget scenarios to be locked at any time.
General System	10.004	ONLINE TRAINING DOCUMENTATION - Online access to printable training materials and other support documentation.	x			Yes, along with a dedicated Customer Success Manager to call.
General System	10.005	AGENCY-DEFINED DASHBOARDS - Ability for each user to create or modify existing dashboards. Ability to configure dashboards to present reports, tasks, notifications, approvals, drill down to source transactions, etc.	x			OpenGov's solution will allow technical and non-technical staff alike to personalize dashboards that combine performance data, financial results, key performance indicators, and community outcomes in one place. Any user can build dashboards in OpenGov regardless of technological expertise.
General System	10.006	FORWARD/BACKWARD NAVIGATION - Ability to navigate through records or files on a screen in a forward or backward direction.	x			Yes. OpenGov is web based and the functions of the web browser can be used within OpenGov to go back and forward.
General System	10.007	NO. OF RECORDS DISPLAYED - Ability to allow users to change the number of records displayed as a result of a search (e.g., 20, 50, 100, etc.)	x			Yes. The reports can be configured to meet the needs of the user.
General System	10.008	RENAME LABELS - Ability for authorized users to rename field labels.	x			Yes. All labels can be configured to be renamed.
General System	10.009	REQUIRED FIELDS - Ability to designate both standard and Agency-defined fields as requiring data entry.	x			Yes. The fields can be identified as required to ensure collections of all data needed.

Application	Feature Number	Feature / Function / Capability	Comments
General System	10.010	FILE IMPORT FORMATS - Ability to import files using the following file format types:	x
General System	10.011	▪ Excel	x
General System	10.012	▪ Comma Delimited Values	x
General System	10.013	▪ Tab Separated Values	x
General System	10.014	▪ Web Services	x
General System	10.015	FILE EXPORT FORMATS - Ability to export files using the following file format types:	x
General System	10.016	▪ PDF	x
General System	10.018	▪ Excel	x
General System	10.019	▪ Comma Delimited Values	x
General System	10.020	▪ Tab Separated Values	x
General System	10.022	AUDIT TRAILS - Provide audit trails for every change made to data in the system.	x
General System	10.023	MAINTAIN AUDIT TRAILS - Maintain audit trails including changed by, changed date, and record of changes.	x
General System	10.024	HISTORICAL DATA - Ability to maintain, at a minimum, 10 years of historical transactional data.	x
General System	10.025	USER DASHBOARDS - Ability to incorporate real-time individual user dashboard capability to display dynamic charts and graphs.	x
General System	10.026	FAVORITES MENU - Ability to assign menu items to a favorites menu.	x
General System	10.028	LIST OF RECENT RECORDS - Ability for a user to see a list of records they recently created/viewed/modified from their dashboard.	x
General System	10.029	ERROR REPORT SUBMISSIONS - Ability to directly submit system generated error reports and messages to vendor software support.	x

Application	Feature Number	Feature / Function / Capability	Comments					
			Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available
General System	10.031	SOFTWARE UPDATES – Ability to apply application software updates and patches. Describe the customer update notification process and the process of applying updated in both an on premise or a hosted/cloud solution environment.	x					Being a multi-tenant SaaS company, the updates are handled by OpenGov without any Customer time demands. Users will be trained on new features before being turned on for the City.
General System	10.034	3RD PARTY INTERFACES - Ability to run and load 3rd party interfaces into the system.	x					Yes. OpenGov has a dedicated integration team to help with the interface.
General System	10.034	SEARCHABLE NOTES FIELDS - Ability to search fields by key word across records and modules.	x					Yes, all fields are searchable.
General System	10.034	GENERATE LISTS, LABELS, ETC. - Ability to generate letters, mailing labels, emails, faxes, consolidated communications, etc.	x					Yes, you can send emails and post to social media.
General System	10.035	EMAIL INTEGRATION - Sending emails from system utilizing standard SMTP protocols.	x					Yes. We can support sending emails and the use of links within emails.

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	
3rd-Party Application	

Custom Modification
Custom/FDI needed
Not Available
Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	Comments
Integration and Architecture	Integration and Architecture	AGENCY-DEFINED DASHBOARDS - Ability for each user to create or modify existing dashboards. Ability to configure dashboards to present reports, tasks, notifications, approvals, drill down to source transactions, etc.	OpenGov's solution will provide you with simplified, easy-to-use, self-service dashboards that display key data points and KPIs, as well as alerts and notifications to help managers track progress toward goals. Goals and targets can be established to improve alignment and accountability, driving a high performance, results-oriented culture. Dashboards are printer-ready right out of the box, producing beautifully formatted reports that will streamline meetings and reduce manual extracts.
Integration and Architecture	System Toolsets are available for the following:	X	Yes
Integration and Architecture	Workflow	X	Yes. OpenGov has a workflow that can be configured to meet your business practice needs.
Integration and Architecture		X	OpenGov's policies and procedures are based on NIST 800-53 recommended controls. All OpenGov personnel are required to go through a purpose-built information security and data privacy training upon joining and at least once yearly. Even though security is treated as a shared cross-functional responsibility, a dedicated operational team under the supervision of an Information System Security Officer oversees the entire security and compliance program at OpenGov.
Integration and Architecture	Report writing	X	OpenGov allows for the user to create any reports they wish without having to know any programming.
Integration and Architecture	Query builder	X	OpenGov's solution will allow technical and non-technical staff alike to personalize dashboards that combine performance data, financial results, key performance indicators, and community outcomes in one place. Any user can build queries in OpenGov regardless of technological expertise.

Application	Feature Number	Feature / Function / Capability			Comments			
		Not Available	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	
Integration and Architecture		Form/page design						OpenGov allows user to develop their own forms and pages.
Integration and Architecture								OpenGov's solution will allow technical and non-technical staff alike to personalize dashboards that combine performance data, financial results, key performance indicators, and community outcomes in one place. Any user can build dashboards in OpenGov regardless of technological expertise.
Integration and Architecture								OpenGov ensures authentication for users.
Integration and Architecture								OpenGov Cloud is a multi-tenant SaaS solution hosted on Amazon Web Services (AWS). Unlike many other systems in the market, the OpenGov system was born in the cloud and designed using modern cloud technologies optimized to take full advantage of AWS cloud infrastructure. This means it is available 24/7, accessible from anywhere in the world and accessible from any web enabled device including all mobile devices. The user experience and system performance is consistent across this spectrum. This also means OpenGov maintains the software and infrastructure using a single code base for all of our 2,000+ customers around the world. The customer is not asked to provide typical hardware and software, and maintenance services as required for on-premises software models. All application resources traditionally deployed on-premises including databases, application servers, data protection, and monitoring are managed by OpenGov in Amazon data centers. All customer data is encrypted in transit (SSL) and at rest (AES). OpenGov provides role-based access control with the recommended option of single-sign-on (SSO) using standard SAML2 identity providers including Active Directory.
Attachment of Documents and Notes								Users can upload documents into OpenGov.
Attachment of Documents and Notes								Supporting Document uploads are provided.

Application	Feature Number	Feature / Function / Capability		Comments
		Not Available	Custom Modification	
Attachment of Documents and Notes	Transactions	x		OpenGov provides for the user to access all transactions within the platform.
Attachment of Documents and Notes	Attachment of documents and notes has security capabilities (e.g., person B cannot delete an attachment that person A added).	x		OpenGov allows for security on what the user can and cannot view and edit.
Data Entry	Data Entry			
Data Entry	Allows complete validation and editing of data at the point of entry (online or batch).	x		OpenGov allows for the entry of data into the system and validation of the data to ensure it is accurate.
Data Entry	Allows data to be uploaded from Microsoft Excel or other applications (e.g., Access, Word).	x		OpenGov provides a manual data upload process through a web UI as well as a standard FTP service for customers to automate data integration with comma separated value (CSV) formatted data. Customers may create reports and performance measures based on these data sets and share the artifacts internally or externally.
Data Entry	Flexible description field widths throughout the system.	x		Yes. OpenGov allows for multiple areas of descriptions, comments and collaboration amongst users.
Data Entry	Effective dating of transactions; input change today that is effective at a future or past date.	x		OpenGov will work with the City on the effective date of transactions to ensure proper reporting. Everything is date specific and a change today can be reflected for a past transaction or a future transaction.
Data Entry	Context-sensitive data entry and display (i.e., masking fields or screens for security purposes (SSN, Credit Card Number).	x		Yes. OpenGov allows for multiple areas of comments and collaboration amongst users,
Security Capabilities	Security Capabilities			
Security Capabilities	The following sensitive/private data can be masked (hidden from user) during data entry:			This is not applicable, as we don't expect to host sensitive data. We do not support the import of PII (such as Social Security Numbers).
Security Capabilities	Tax numbers/ID	x		This is not applicable, as we don't expect to host sensitive data. We do not support the import of PII (such as Social Security Numbers).

Application	Feature / Function / Capability	Comments	
Feature Number	Not Available	Custom Modification	Report Writer
Security Capabilities	X	OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov uses industry-standard best practices such as BCrypt and PBKDF2 functions to "salt" and "hash" each password individually, storing it in an encrypted form, such that the original password cannot be derived, even if compromised. OpenGov uses Role-Based Access Control (RBAC) on its platform to authorize authenticated users to access and manipulate application data.	Yes. Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). Use of AES is approved by NIST in its FIPS 197 publication.
Standard - Current	X	Passwords Other data specified by State, Federal statutes	OpenGov supports Single Sign-On (SSO) with Active Directory and similar identity products that enforce complexity requirements, such as 16 character minimum, 1 number, 1 capital, and 1 symbol. We have a 365-day password age limit, which is enforced by Okta. OpenGov offers SSO and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov uses the industry-standard BCrypt and PBKDF2 functions to "salt" and "hash" each password individually, storing it in an encrypted form, such that the original password cannot be derived, even if compromised.
Security Capabilities	X	Can be accessed with one universal sign-in or log-in.	OpenGov supports Single Sign-On (SSO) with Active Directory and similar identity products that enforce complexity requirements, such as 16 character minimum, 1 number, 1 capital, and 1 symbol. We have a 365-day password age limit, which is enforced by Okta. OpenGov offers SSO and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov uses the industry-standard BCrypt and PBKDF2 functions to "salt" and "hash" each password individually, storing it in an encrypted form, such that the original password cannot be derived, even if compromised.
Security Capabilities	X	System supports Active Directory single sign-on.	

Application	Feature / Function / Capability	Comments
Feature Number	Not Available	
Custom Modification	OpenGov's policies and procedures are based on NIST 800-53 recommended controls. All OpenGov personnel are required to go through a purpose-built information security and data privacy training upon joining and at least once yearly. Even though security is treated as a shared cross-functional responsibility, a dedicated operational team under the supervision of an Information System Security Officer oversees the entire security and compliance program at OpenGov.	
3rd-Party Application	OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions). Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). Use of AES is approved by NIST in its FIPS 197 publication. OpenGov's databases use multi-AZ deployment strategy to provide enhanced availability and durability. Database snapshots are taken in the primary Region (US East- N. Virginia) and transferred to an alternate Region (US West - Oregon) on a regular cadence.	
Report Writer	OpenGov uses Continuous Integration (CI) and an industry-leading vulnerability analysis service to continuously and automatically scan its applications for vulnerabilities at every stage of their lifecycle. All code repositories are continuously scanned for known defects and vulnerabilities, both within OpenGov-developed solutions and third party dependency	
Standard - Next	All data is encrypted when accessed via:	
Security Capabilities	Internet	See answer above
Security Capabilities	Intranet	OpenGov is a web based cloud platform and does not have an intranet component.
Security Capabilities	Disconnects or locks out user session during designated periods of inactivity.	Part of the solution

Application	Feature / Function / Capability	Comments
Feature Number	Security Capabilities	Security Capabilities
Not Available	Supports multiple sessions within a given login ID.	Can have as many tabs on the web browser open at the same time.
Custom Modification		OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov uses the industry-standard BCrypt and PBKDF2 functions to "salt" and "hash" each password individually, storing it in an encrypted form, such that the original password cannot be derived, even if compromised. OpenGov uses Role-Based Access Control (RBAC) on its platform to authorize authenticated users to access and manipulate application data.
3rd-Party Application		OpenGov supports HTTPS using Transport Layer Security (TLS), an IETF standard cryptographic protocol, to provide end-to-end communications security for data that is fed to our platform. TLS is widely used for "encryption-in-transit" scenarios in internet communications and online transactions (e.g. by financial institutions). Data stored in the OpenGov platform is encrypted "at rest" in the databases and storage using AES-256 (Advanced Encryption Standard with 256-bit keys). Use of AES is approved by NIST in its FIPS 197 publication. OpenGov's databases use multi-AZ deployment strategy to provide enhanced availability and durability. Database snapshots are taken in the primary Region (US East- N. Virginia) and transferred to an alternate Region (US West - Oregon) on a regular cadence.
Report Writer		OpenGov uses Continuous Integration (CI) and an industry-leading vulnerability analysis service to continuously and automatically scan its applications for vulnerabilities at every stage of their lifecycle. All code repositories are continuously scanned for known defects and vulnerabilities, both within OpenGov-developed solutions and third party dependencies. OpenGov's policies and procedures are based on NIST 800-53 recommended controls. All OpenGov personnel are required to go through a purpose-built information security and data privacy training upon joining and at least once yearly. Even though security is treated as a shared cross-functional responsibility, a dedicated operational team under the supervision
Standard - Current		Provides security at the following levels: Enterprise Department/Agency
Standard - Next		See above. See above.
Security Capabilities		
Security Capabilities		

Application	Feature / Function / Capability	Comments
Feature Number		Not Available
Security Capabilities	Division	See above.
Security Capabilities	Position	See above.
Security Capabilities	Person	See above.
Security Capabilities	Security settings can be set for:	Yes. OpenGov utilizes user and role based security. This can be applied at a Global level.
Security Capabilities	Global	Yes. All screens and menus can be secured by user.
Security Capabilities	Screen and menu	Yes. Reports can be secured by each individual user.
Security Capabilities	Report	Yes. The detailed records can be secured by user.
Security Capabilities	Record	Yes. All fields can be secured.
Security Capabilities	Field	Yes. The use of masking elements of the chart of accounts secures those elements of the chart of accounts so only those with access can view.
Security Capabilities	Element in chart of accounts (e.g., fund, projects, etc.)	OpenGov supports attachments
Security Capabilities	Attachment	OpenGov offers Single Sign-On (SSO) and platform-local authentication mechanisms to its customers. In the latter scenario, OpenGov uses the industry-standard BCrypt and PBKDF2 functions to "salt" and "hash" each password individually, storing it in an encrypted form, such that the original password cannot be derived, even if compromised. OpenGov uses Role-Based Access Control (RBAC) on its platform to authorize authenticated users to access and manipulate application data.
Security Capabilities		See above
Security Capabilities		Data can be added based on user security levels.
Security Capabilities		Data can be deleted based on user security levels.
Security Capabilities		Data can be changed based on user security levels.
Security Capabilities		Being able to view data is based on roles and individual.
System Security	10.036	System Security
System Security	10.037	GENERAL SECURITY FEATURES - Provide password security by:
System Security	10.038	▪ Application
System Security	10.039	▪ Field level

Application	Feature Number	Feature / Function / Capability	Comments
Not Available			
Custom Modification	10.040	<ul style="list-style-type: none"> ▪ Menu item/function within application <p>PASSWORD ENCRYPTION - Provide password encryption. Please describe your level and implementation of encryption in the comment field.</p>	x
3rd-Party Application	10.041		x
Report Writer	10.042	<p>PASSWORD RECOVERY - Provide users self-password recovery capability.</p> <p>SECURITY ACCESS PASSWORD CHANGE - Maintain the date of last password change for each user.</p>	x
Standard - Next	10.043		x
Standard - Current			
System Security	10.044	<p>RESTRICT SECURITY ACCESS OF SELECTED TRANSACTIONS - Restrict entry of certain transactions by password.</p>	x
System Security	10.045	<p>SECURITY ACCESS CONTROL - Assign security to menu-option level.</p>	x
System Security	10.046	<p>SECURITY ACCESS CONTROL - Assign view only access to specific user profiles.</p>	x
System Security	10.047	<p>DRILL DOWN RESTRICTIONS - Ability to restrict certain users from being able to drill down into specific modules to view (inquire) transactions.</p>	x
System Security	10.048	<p>PERMISSIONS - Ability to specify read, write, edit and delete permissions.</p>	x
System Security	10.049	<p>RESTRICT SECURITY ACCESS - Restrict users access to specific screens and to perform certain functional processes (e.g., check printing)</p>	x
System Security	10.050	<p>REPORT WRITING TOOLS ACCESS - Ability to allow only specific users to access report writing and query tools.</p>	x

Application	Feature Number	Feature / Function / Capability		Comments
		Not Available	Custom Modification	
System Security	10.051	UPDATE CONTROLS - Ability to add and update module configurations as outlined in security roles by permission.	x	Yes. Any area can be updated.
System Security	10.052	CREATE SECURITY PROFILE BY COPYING EXISTING PROFILE - Allow creation of new user rights by copying another user's right levels and modifying.	x	Yes. We can create new users based on other users profiles.
System Security	10.053	GROUP CREATION/CONTROL – Ability to create groups of users by a role type and to apply/change access rights to groups of users.	x	Yes. OpenGov supports role based security.
System Security	10.054	USER/GROUP ACCESS CONTROL – Ability to modify a user's or group of users' log-in access status (e.g., active, inactive, on-hold, etc.)	x	Yes. You can update any users log-in access as an administrator.
System Security	10.055	LOG-OFF USER - INACTIVITY - Ability for the system to automatically log-off a user after a long period of inactivity.	x	Yes this is supported
System Security	10.057	SECURE REPORTS - Ability to set up security for reports so only certain reports can be viewed by certain individuals	x	Yes. The platform allows for unlimited reports and dashboards which can be viewed based on each individuals permission levels.
System Security	10.058	SECURITY ACCESS - Ability to update and inquire online into any master file record, provided user has the proper authorization.	x	Yes. OpenGov is an online platform.
System Security	10.059	SINGLE SIGN-ON - ACTIVE DIRECTORY - Support of Single Sign-on and Active Directory.	x	Yes Single sign-on is supported.
System Security	10.059	CONFIGURABLE ELECTRONIC FORMS - Forms that can be filled in, routed online for approval, and update the database.	x	OpenGov can be configured to provide forms for data entry and also to update the database.
Workflow		Workflow		
Workflow		Workflow is available for approvals	x	Yes. OpenGov allows an unlimited amount of approvals to ensure the platform has the flexibility to meet the City's need.
Workflow		Workflow rules can be set by:	x	Yes

Application	Feature Number	Feature / Function / Capability	Comments	
			Not Available	
Workflow	User	Workflow can be setup by user.		
Workflow	Role	Workflow can be setup by roles.		
Workflow	Department	Workflow can be setup by Department		
Workflow	Account code	Workflow can be setup by account code.		
Workflow		Workflow assignments can be re-routed to different authorized approvers based upon availability.		
Workflow		Workflow approvals can be re-routed to secondary approver if:		
Workflow	Primary approver is out (example: on vacation)	Yes. Workflow can be modified.		
Workflow	Primary approver does not respond in pre-defined period of time	Yes. Workflow can be modified.		
Workflow		Event driven notification of process events, including e-mail and/or other Web-based notification.		
Workflow	Workflow notification for:			
Workflow	Warn users of upcoming expiration	Yes the workflow can be driven based on dates.		
Workflow	Notify managers of employee actions or transactions	Yes. Workflow can be configured to meet your business practices.		
Workflow	Status change (employee position, etc.)	Yes. A email can be sent when data is updated.		
Workflow	Overdue work (purchase order not approved)	Yes. All changes are tracked within OpenGov.		
Workflow		Yes. The system will notify users of deadlines that are coming for work tasks associated with the budget.		
Workflow	Visibility to Workflow queue.	Yes. Workflow is identified within OpenGov and is visible for each step.		
Audit Trail	Audit Trail		OpenGov tracks all changes to the system and allows for the user to view the audit trail.	
Audit Trail	Provide an automated audit trail of system transactions.	Yes		
Audit Trail	Record the following minimum data on all transactions:			
Audit Trail	Type of change	Yes. The audit log tracks the type of change.		
Audit Trail	Operator ID	Yes the audit log shows the user that made the change.		
Audit Trail	Effective Date of Change	Yes all changes are dated.		

Application	Feature Number	Feature / Function / Capability		Comments
		Not Available	Custom Modification	
Audit Trail	Date			Yes all changes are dated by when the change occurred.
Audit Trail	Time	x		Yes all changes have a time stamped.
Audit Trail	Old value	x		Yes the old value and new value are identified.
Audit Trail	New value	x		Yes the old value and new value are identified.
Audit Trail	Transaction Type	x		Yes the type of transaction is tracked.
Audit Trail	Transaction ID	x		Yes the transaction ID is identified.
Audit Trail				Yes. OpenGov allows for free form text to be added, along with the ability to create a template to ensure collection of required data every time.
Audit Trail				The City will have the ability to administer retention on their own and set time periods based on policy.
Audit Trail			x	All data is saved within OpenGov and it is at the City's discretion when to delete/purge any data.
Technology		Technology		
Technology				Yes. OpenGov uses Amazon Web Services (AWS) to rent virtual infrastructure which we control and manage over secure connections. The system is hosted using Amazon Web Services (AWS), the same infrastructure used by large government agencies like the Center for Disease Control, the Department of State, and the Department of Health and Human Services for mission-critical applications.
Technology			x	Database: MS SQL Server 2012 or higher. Must meet compatibility without running in a compatibility mode otherwise it will be deemed not compatible. Explore: Level of Data Normalization, Use of Vectoring in tables and ANSI compliance
Technology			x	Server: MS Server 2012 R2, 64 Bit.
Technology			x	Compatible with any web browser.

Application	Feature Number	Feature / Function / Capability		Comments
		Not Available	Custom Modification	
Technology	Web-enabled or Web-based architecture with published open API's and browser agnostic. List of current browsers support and the version you support.	x	All browser are supported.	
Technology	Available SaaS and hosted options which allow multiple environments, e.g. production, test, training, development, etc.	x	OpenGov is a SaaS system. The City will have access to run reports, multiple version of workforce and budget is their environment on a test basis.	
Technology	Comply with institutional data security requirements including: (1) HIPAA Rules for Human Resources data security (2) American with Disabilities Act (ADA) compliance (3) PHI security (4) Comply with PCI regulations for vendor EFT Payments and if proposing Utility Billing.	x	No, this is not applicable to OpenGov's platform.	
Technology	Single sign-on: MS Active Directory; LDAP compatible.	x	OpenGov supports single-sign on and third-party authentication via customer provided identity providers using a standard SAML2 interface. OpenGov connects to the customer's identity provider (Active Directory Federated Services, for example) and leverages that service's authentication and password policy functions. Authorized users login to their standard identity provider and may directly access OpenGov via that provider using a secure SAML2 interface. Each user's email address is utilized as the linkage with the identity provider, requiring a match for the login to occur.	
Technology	Operable with Microsoft VMWare V-Sphere and Hyper-V.	x	Yes. OpenGov uses Amazon Web Services (AWS) to rent virtual infrastructure which we control and manage over secure connections.	
Technology	Microsoft Outlook and Exchange Server integration for Email and workflow approval. Calendaring ability would not be required, explore.	x	The platform will send automated emails when attention and workflow steps are required.	
Technology	Office 365 compatible.	x	OpenGov is compatible with Office 365	
Technology	Import/Export to Microsoft Word, Access and Excel; ability to filter data for export.	x	OpenGov supports the import of data and export of data into Excel.	

Application	Feature Number	Feature / Function / Capability		Comments
		Not Available	Custom Modification	
Technology	Scan and attach PDF, JPEG, wav, MP3, TIF, etc. and MS Office files to records throughout all modules.		Yes. Attachments are supported in the budget system.	
Technology	Online Readable Data Dictionary or database schema.		Yes. Online support of the terms and database schema are provided.	
Technology	Ability to use special characters (including keyboard [!@#\$%^&*"] vs. non-keyboard □□□□) in notes, emails approvals, passwords, etc.	x	Yes. OpenGov allows for free form text with any text supported.	
Technology	Activity or date triggered alerts, flags, and messages.	x	Yes. The ability to send alerts can be configured within OpenGov.	

Legend:

Standard - Current	Available in current software release
Standard - Next Release	Guaranteed available in next release of software
Report Writer	
3rd-Party Application	

Custom/FDI needed

Not available in current or next release; interfaced/integrated third-party application or through custom modification.

Application	Feature Number	Feature / Function / Capability	General Features	Comments
General Features		REPORT WRITER PERFORMANCE - Capability to process report writer requests at any time throughout the processing day, without impacting system performance.	x	The platform allows for all day access to reports and an unlimited number of user running reports with no performance issues.
General Features		REPORT WRITER OPERATIONS - Provide the ability to support menu-driven report scheduling options.	x	The system allows for reports to be run on different intervals.
General Features		REPORT WRITER OPERATIONS - Capability to generate error messages with a description of corrective actions.	x	Errors messages are included.
General Features		REPORT WRITER HELP - Capability to support online instructions "help".	x	Online support is provided along with a dedicated Customer Success Manager to call and ask any questions.
General Features		AGENCY-DEFINED DASHBOARDS - Ability for each user to create or modify existing dashboards. Ability to configure dashboards to present reports, tasks, notifications, approvals, drill down to source transactions, etc.	x	OpenGov's solution will allow technical and non-technical staff alike to personalize dashboards that combine performance data, financial results, key performance indicators, and community outcomes in one place. Any user can build dashboards in OpenGov regardless of technological expertise.
General Features		WILDCARD SEARCHES - Ability to perform searches by using wildcards or partial information (e.g., searching for accounts, funds, cost centers, projects, etc.)	x	Users can search and filter all fields with any portion of the description being used.
General Features		REPORT CONDITIONING OPTIONS - The following report writing capabilities need to include the ability to arithmetically calculate functions:	x	OpenGov supports arithmetic calculations.

Application	Feature / Function / Capability	Comments
Feature Number	Not Available	
General Features	Generate reports using "include" and "exclude" statements.	Yes. Conditionals are supported.
General Features	Generate reports using "and" and "or" statements	Yes the system supports conditional statements.
General Features	Generate reports using "equal to", "less than", and "greater than" statements.	Yes the system supports conditional statements.
General Features	Ability to use an "if-then-else" sequence within one query.	Yes the system supports conditional statements.
General Features	REPORT FIELD SELECTION OPTIONS - Capability to combine the use of multiple fields from multiple modules' database tables in a single query.	The entire platform is integrated with all fields being included in reports.

Application	Feature / Function / Capability	Comments
Feature Number	Feature / Function / Capability	Comments
General Features	REPORT FILE REFRESHING - Capability to store and recall items whose values are derived from other values in the data files.	Yes. The calculations can be derived from different data files.
General Features	ARITHMETIC FUNCTIONS - Capability to support the use of arithmetic: addition, subtraction, multiplication, division, and percent calculations.	Yes OpenGov supports calculations.
General Features	BASIC STATISTICAL FUNCTIONS - Capability to support mean and standard deviations and to build cross tabulations.	The ability to forecast based on regression analysis is coming in the next release.
General Features	PDF FOLDERS - Ability to setup auto save folders by type of report when using a pdf writer tool.	Yes all reports and templates can be saved as a PDF
General Features	REPORT FILE SELECTION OPTIONS - Ability to report on any user-defined field.	All fields are able to be included in reports.
General Features	REPORT COLUMN DEFINITION - Capability to support default or special column headings.	Yes any column headings can be updated.
General Features	REPORT SELECTION OPTIONS - Capability to query on any element of a transaction history file, including the type of transaction and the process that originated the transaction.	Yes all fields can be searched.
General Features	REPORT EDIT WORD DEFINITION - Capability to support unique field editing (i.e., currency, symbol, commas, decimal places, etc.) on specific data items.	Yes the user can identify the type of data in each column.
General Features	REPORT SORTING OPTIONS - Capability to support major and minor sort options.	Data can be sorted based on the user needs.
General Features	REPORT SUBTOTALS - Capability to support subtotal and total options by field.	Yes subtotals can be displayed on reports.
General Features	REPORT SORTING AND TOTALING OPTIONS - Capability to choose various sorting options and report totaling options with appropriate subtotaling based on selected sort option.	The user can select how to sort data.
General Features	GRAPHS/CHARTS ON REPORTS - Ability to print graphs and charts on reports.	Everything can be printed or emailed with OpenGov.

Application	Feature Number	Feature / Function / Capability	Comments
General Features	MATCHING RECORDS - Capability to support a matching record option for use with multiple files within one query.	REPORT IDENTIFICATIONS - All reports should contain organization name, report title, column heading descriptions, processing date, sequentially numbered pages, and subtotals at each level break as appropriate.	Yes the data can be mapped when uploaded into OpenGov to query.
General Features			Yes the details provided on a report is supported.
Standard - Current			Not Available
Standard - Next			Custom Modification
Report Writer			3rd-Party Application
Standard - Next			Custom Modification
Not Available			

Application	Feature / Function / Capability	Comments
Feature Number	Not Available	
General Features	SAVE REPORT SETTINGS - Ability to save report settings as a specific report name attached to a user-defined report menu.	The user can identify any data to display in a report and save that view for future usage. The report is saved in a menu view.
General Features	SAVE REPORT SETTINGS - ACCESS - Ability to indicate which saved reports can only be accessed by certain individuals.	Yes. The ability to view reports can be secured based on the individual.
General Features	ELECTRONICALLY FILE REPORTS - Electronically save reports for subsequent users' access (e.g. on an internal intranet page, user dashboard or report menu, etc.)	Yes. The system will have user access and you can provide unique reports, dashboards for each individual user.
General Features	EMAIL REPORT LINKS - Ability to email report links.	Yes. A user can email a link to report along with a note.
General Features	REPORT SCHEDULING - Provide report scheduling along with email distribution for recipients. (repeat options of specific days, weeks, weekly, monthly)	Yes the user can set up a report to be emailed, and then execute the emailing on a schedule. The reports are updated as new details are entered into OpenGov.
General Features	REPORT OUTPUT SELECTION - Ability to support user specification of the output media (i.e., printer or screen).	Yes. All reports can be viewed on the screen or printed.
General Features	LARGE REPORT TO PRINT WARNING - Ability to warn the user they are about to print a large report (displays number of pages).	The user will have a print preview before printing any reports.
General Features	MICROSOFT EXCEL - Ability to download files to a Microsoft Excel format.	All data can be downloaded into Excel.
General Features	PDF FORMAT - Ability to save reports in PDF format.	Reports can be saved as a PDF.
General Features	DISPLAY PRINTER QUEUES PRIOR TO PRINTING - View or print reports, as an option.	All printings are displayed before the user prints.
General Features	PRINTING TO "SAVE" REPORTS TO OUTPUT QUEUES - Ability for printed output to be queued to any of the system or network printers.	Yes the user can select the printer they wish to use.
General Features	REPORT RETENTION - Ability to save and maintain report specifications for periodic use.	Reports can be saved for any timeframe.

Application	Feature Number	Feature / Function / Capability	Standard - Current	Standard - Next	Report Writer	3rd-Party Application	Custom Modification	Not Available	Comments
		General Features							

Legend:

Application	Feature Number	Feature / Function / Capability	Comments
Standard - Current		Custom/FDI needed	Not available in current or next release; interfaced/integrated third-party application or through custom modification.
Standard - Next Release		Custom Modification	Custom/FDI needed
Report Writer		3rd-Party Application	Guaranteed available in next release of software
Not Available		Custom Modification	Not Available
General Requirements			
General Requirements		Uses the primary system's chart of accounts	Yes. OpenGov will build the COA. The COA then allows for reports to be run on any element of the COA.
General Requirements		Supports multi-year budgeting	Yes. You can budget and forecast for up to 15 years.
General Requirements		Supports capital budgeting	Yes and improve the entire process and support the publication of a CIP document.
General Requirements		Maintains budget and actuals data by period, including:	Yes
General Requirements		Current Year	The current year data can be displayed in the report
General Requirements		Prior ten years	Any number of past year actuals can be displayed
General Requirements		More than 10 years	Any number of past year actuals can be displayed
General Requirements		Allows users in each department to develop:	Yes
General Requirements		Summary Budgets	User have the ability to create any reports they wish to be summarized or detailed.
General Requirements		Detailed Budgets	User have the ability to create any reports they wish to be summarized or detailed.
General Requirements		Provides ability for users, with proper security, in each department to access budget information, including:	Yes
General Requirements		View data	All data fields can be viewed.
General Requirements		Change data	Data can be changed with the proper authority.
General Requirements		Supports import / export of budget data to / from external applications (e.g., Excel)	Data can be imported/exported with excel.
General Requirements		Provides free-form user-defined text fields for budget justification	Yes all line items, and sub line items have a free form text field.
General Requirements		Allows detailed descriptions for each budget line item	Yes all line items, and sub line items have a free form text field.

Application	Feature / Function / Capability	Comments
Feature Number		
General Requirements	Supports user-defined budget approval processing and workflow flow; provides standard template configuration	x The City can create templates and configure workflow.
General Requirements	Supports role-based security for budget development based on a variety of data points	x OpenGov utilized user and role based security. The security can change as the data points change.
General Requirements	Provides for a comprehensive audit trail	x All changes are tracked.
General Requirements	Ability to upload budget data from Excel or other product	x Uploading of Excel data is supported.
General Requirements	Allows budgeting for non-financial accounts, that is setting goals and targets for performance measures	x OpenGov provides a system to bring together both financial and non-financial information. The performance measures can have targets.
Budget Control	Provides multiple levels of controls for the following types of budgets:	x Budget Control
Budget Control	Fund	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Department	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Division (should mirror the organizational structure in the General Ledger)	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Program	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Project	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Grant	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Account	x Yes. The controls can be at any level of the COA and also at any specific line items as well.
Budget Control	Allows users to allot each appropriation budget by the following periods (with flexibility based on account):	x Semi-Annual Yes. The system can be configured to support appropriation of budget by defined periods.
Budget Control		x Yes. The system can be configured to support appropriation of budget by defined periods.
NOT Available		
Custom Modification		
3rd-Party Application		
Report Writer		
Standard - Next		
Standard - Current		

Application	Feature Number	Feature / Function / Capability	Comments
Budget Control	Quarter	Yes. The system can be configured to support appropriation of budget by defined periods.	
Budget Control	Month	Monthly budget will be included in the next release.	
Budget Control	Percentage	OpenGov allows a user to budget based on a percentage.	
Budget Control	Allocation based on seasonal trend	The budget can be appropriated based on the percentage used seasonally.	
Budget Control	Prior year spending pattern	Yes. The City can use prior year actuals as the basis to build the budget.	
Budget Control	Allows users to carry forward appropriation allotments to the next allotment period based on the funding source; clarify within the current budget year	The City can select any data point to start the budget process.	
Budget Control	x		

Application	Feature Number	Feature / Function / Capability	Comments
Budget Control		Supports the tracking of original budget and adjustments	
Budget Control		Supports user-configurable budget rules, checking and warnings	x
Budget Control		Includes encumbrances / pre-encumbrances in budget warnings	x
Budget Control		Supports individual appropriation budgetary control options in the system, including:	x
Budget Control		Hard - prevents transaction from processing without override approval	x
Budget Control		Soft – provides warning message but allows transaction to process with override	x
Budget Control		No control – allows transaction to process without warning	x
Budget Preparation		Budget Preparation	

Application	Feature / Function / Capability	Comments
Feature Number	Standard - Current	<p>Not Available</p> <p>When designing our software, the development team worked with non-technical users to make sure the software is easy to use. OpenGov's software uses layouts that are similar to applications that its users use today. For example, our Budget Builder has mimicked the tabular layout of Excel so department managers have a familiar experience when filling out proposals. Our end-to-end budgeting solution allows users to create budget proposals that can be grouped by functional area, multiple worksheets per budget proposal, and support for unlimited proposal attachments in a variety of formats.</p> <p>Within these worksheets, users can interface to enter expense and revenue information as well as tie a workforce to the overall budget proposal. Entering and modifying column data from multiple places is as easy as the click of a mouse. See screenshots below:</p> <p>Expenses and Revenue within a worksheet and budget proposal: <IMAGE021.png></p>
Report Writer	3rd-Party Application	
Standard - Next	Custom Modification	
Report Writer	Report Writer	
Budget Preparation	Standard - Next	
	Provides online budget request worksheet, used for budget prep, that contains:	
Budget Preparation	Current year adopted budget	The budget entry can be configured to display the data desired for the City.
Budget Preparation	Current year amended budget	The budget entry can be configured to display the data desired for the City.
Budget Preparation	Current year actuals projected	The budget entry can be configured to display the data desired for the City.
Budget Preparation	Up to ten years actuals projected	The budget entry can be configured to display the data desired for the City.
Budget Preparation	Up to ten years historical previous budget data (original, amended, etc.)	The budget entry can be configured to display the data desired for the City.
Budget Preparation	Online budget request worksheets contains dollar amounts and non-financial statistics (performance goals and results)	OpenGov is a web based platform that supports the entry of financial and non-financial data.

Application	Feature / Function / Capability	Comments
Feature Number	Supports the following:	NOT Available
Budget Preparation	Fund budget Line item budget Program budget Project budget (multi-year) Grant budget, including: Sponsor Fiscal Year Organization's Fiscal Year Rolls department worksheets automatically into organization-wide master budget Allows users to view prior year's line-item budget while entering new budget Allows users to view prior two years' line-item budget while entering new budget Allows users to view actuals at detail and/or summary level while entering the new budget Supports entering and viewing the following versions of the budget: Original Request Department Manager Request Budget Office Request Executive level request Council Request Supports multiple versions of the budget with a final control version Stores reason for budget version Creates an initial version of the budget using the following:	Yes
Budget Preparation	The budget can be configured at the fund level.	Yes. OpenGov allows budgeting at the line item level along with the ability to provide a description for the budget amounts for each line item.
Budget Preparation	The flexibility of the system allows for program budgeting.	OpenGov supports multi-year budgeting.
Budget Preparation	With dates being used, the budget and actual can be identified for City Fiscal along with Sponsor fiscal year.	Yes
Budget Preparation	With dates being used, the budget and actual can be identified for City Fiscal along with Sponsor fiscal year.	With dates being used, the budget and actual can be identified for City Fiscal along with Sponsor fiscal year.
Budget Preparation	The proposals are automatically rolled into the master budget.	Yes. The budget entry screen can be configured to show lines items.
Budget Preparation	Yes. The budget entry screen can be configured to show lines items.	Yes. The budget entry screen can be configured to show lines items.
Budget Preparation	Yes the entry screen can be configured.	Yes
Budget Preparation		Yes the entry screen can be configured to show these details.
Budget Preparation		Yes the entry screen can be configured to show these details.
Budget Preparation		Yes the entry screen can be configured to show these details.
Budget Preparation		Yes the entry screen can be configured to show these details.
Budget Preparation		The City can have unlimited budget versions and select the final
Budget Preparation		Yes. Each version of the budget can have a description.
Budget Preparation		Yes

Application	Feature / Function / Capability	Comments
Feature Number		
Budget Preparation	Zero balances in all accounts Text or any attachment (copy) from previous budget to any other budget version Current year's original budget Current year's amended budget Last year's budgeted total Last year's actuals Last year's amended Current year's actuals plus/minus a percentage Current year's budget plus/minus a percentage Projection based on percentage of last year's actual Projection based on estimated actuals from current year Allows users to flag one-time budget events Saves forecasts Allows users to adjust the base budget line items or summary totals by: Percentage Dollar amount Allows attachment of non-financial data; for example: mission statements, performance measure (operational data), org charts Allows users to copy formulas from one field to many cells Compares budget versions to demonstrate changes that have been made between versions Locks budget changes after specified date	Yes a zero based budget is supported. Yes. The attachments can be rolled forward. Yes. The current year budget can be the basis for the budget. Yes. The amended budget can be the basis for the budget. Yes. Last year's budget total can be the basis. The Last year actuals can be the basis for the budget. The Last year's amended budget can be the basis for the budget. Yes. The budget basis can be a percentage of the current year. Yes. The budget basis can be a percentage of the current year. Yes. A percentage can be used to project the base budget for next year Yes. Estimated actuals can be used. Yes. The system allows the user to select if the request is one-time or recurring. Yes. You can have unlimited forecast for both budget and workforce. Yes Yes. Percentage changes are supported. Yes. You can update based on a dollar amount. Yes. The user can upload attachments. Yes. The user can copy a formula into different fields. Yes. Budget versions can be compared and analyzed based on the Chart of Account. Yes. With the workflow, the budget can be locked.
Standard - Current		Not Available
Report Writer		Custom Modification
3rd-Party Application		Custom Modification
Standard - Next		Custom Modification
Budget Preparation		Custom Modification

Application	Feature / Function / Capability	Comments
Feature Number		
Budget Preparation	<ul style="list-style-type: none"> Supports the ability to approve all budget line items at one time Supports exception-based budgeting Supports statistical budgeting Supports project budgeting Supports multi-year budgets for projects, grants, and contracts Allows users to perform global budget changes Stores budget data for user-defined period of time 	<p>Yes. The City can approve all line items at one time.</p> <p>Yes. The system can be configured to support exceptions and those changes can be easily searched.</p> <p>Yes. The City can use statistics to build the budget.</p> <p>Yes. Project are supported within OpenGov budgeting.</p> <p>Yes. Multi-year budgeting is supported.</p> <p>Yes. Accounts can be updated globally.</p> <p>Yes. Data can be stored for any time period.</p>
Position Budgeting		Yes. The user can track positions based on authorization level.
Position Budgeting	<ul style="list-style-type: none"> Allows users to track positions at multiple levels of authorization: 	Yes. Positions can be tracked on Ordinance.
Position Budgeting	<ul style="list-style-type: none"> Ordinance Budgeted Authorized Requested but not yet authorized 	Yes. The City can view positions that are budgeted.
Position Budgeting	<ul style="list-style-type: none"> Active Frozen Held Unfunded 	Yes. The City can track authorized positions.
Position Budgeting	<ul style="list-style-type: none"> Filled Vacant 	Yes. The City can view requested positions.
Position Budgeting	<ul style="list-style-type: none"> Identifies funding sources for positions (multiple funding sources) 	Yes. The City can view and report on Filled positions.
Position Budgeting	<ul style="list-style-type: none"> Allows users to track positions by different status: 	Yes. The City can view and report on vacant positions.
Position Budgeting	<ul style="list-style-type: none"> Active Frozen Held Unfunded 	Yes. The funding sources for positions can be allocated to many different accounts.
Position Budgeting	<ul style="list-style-type: none"> Provides multiple types of positions, including but not limited to: 	Yes. Active positions can be tracked.
Position Budgeting	<ul style="list-style-type: none"> Full-time Part-time Hourly 	Yes. Frozen positions can be tracked.
Position Budgeting		Yes. Held positions can be tracked.
Position Budgeting		Yes. Unfunded positions can be tracked.
Position Budgeting		Yes
Position Budgeting		Yes. OpenGov can calculate cost based on full-time.
Position Budgeting		Yes. OpenGov can calculate cost based on part-time.
Position Budgeting		Yes. Calculations can be completed based on hourly employees.

Application	Feature / Function / Capability	Comments
Feature Number		Not Available
Position Budgeting	Temporary (Project/Grant Funded Positions)	Yes. Temporary employees can be identified in the workforce plan.
Position Budgeting	Seasonal	Yes. Seasonal employees can be identified in the workforce plan.
Position Budgeting	Contractual/At-Will	Yes. Contractual employees can be identified in the workforce plan.
Position Budgeting	Volunteer	Yes.. Volunteer employees can be identified in the workforce plan.
Position Budgeting	User-defined	Yes. Any identification of employee can be configured in OpenGov.
Position Budgeting	Supports position budgeting that includes calculations of benefits specific to position(s)	Yes. OpenGov calculates all benefits for each position.
Position Budgeting	Supports budgeting definition for position vacancies; including salary and fringe	Yes. The City can calculate the cost and report on them.
Position Budgeting	Supports budgeting definition for position vacancies; including salary and fringe	Yes. The City can calculate the cost and report on them.
Position Budgeting	Allows for the cost of a position to be allocated to multiple segments of the Chart of Accounts, such as organizational codes, programs, projects, grants	Yes. Positions can be allocated to any segment of the COA.
Position Budgeting	Allows users with proper security authorization to perform the following operations online for projection purposes:	Yes
Position Budgeting	Add or delete the number of authorized or budgeted positions	Yes. The workforce plan can be updated.
Position Budgeting	Provide tools to reconcile and budget/forecast salary and benefit costs	Yes. The user can update salary and benefits and then show the impact real time.
Position Budgeting	Ability to easily move positions from one department and/or fund to another	Yes. The allocation of positions can be updated by changing the account string association.
Position Budgeting	Modify filled / vacant status	Yes. The user can change the status.
Analysis and Forecasting		Analysis and Forecasting

Application	Feature Number	Feature / Function / Capability	Comments
Analysis and Forecasting		Supports forecasting current year budget and actual (either on a line-by-line basis or on an entire budget) by multiple budget elements, including:	<p>Yes</p> <p>The ability to forecast budget based on many different variables is currently being developed and be included in the product in the near future. The ability to forecast based on regression, last year actuals, any metric will be included. We can perform forecasting on each line item, or global changes for group of accounts today.</p>
Analysis and Forecasting		Straight-line projection	See above
Analysis and Forecasting		Percentage based on last year actual	See above
Analysis and Forecasting		Last year actual or budget for the remainder of the current fiscal year	See above
Analysis and Forecasting		Units (positions) or staffing levels	See above
Analysis and Forecasting		Employee groups	Yes. We can forecast employee cost by groups, departments, characteristics today.
Analysis and Forecasting		Characteristics of positions, for example longevity increases, step and grade increases	See above. OpenGov can forecast all parts of employee pay and report on the changes.
Analysis and Forecasting		Personnel Costs	Yes. The City can forecast future years of personnel costs.
Analysis and Forecasting		Units of Measure, such as miles, gallons	See above. Metrics for forecasting will be included.
Analysis and Forecasting		Revenue	Yes. The City can forecast revenue for future years.
Analysis and Forecasting		Calculates position costs based on incumbent for the following assumptions:	Yes
Analysis and Forecasting		Service Increment (by anniversary date)	Yes. And all elements of the workforce plan can be date specific making our solution extremely accurate.
Analysis and Forecasting		Full time vs Part time	Yes. The system will calculate based on the hours worked in a year.
Analysis and Forecasting		Certifications (when certifications to be earned would be effective)	Yes. The benefits can be calculate based on any date.
Analysis and Forecasting		Shift pay	Yes. Shift pay can be calculated.
Analysis and Forecasting		Calculates available dollars to forecast budget	Yes. The use of available dollars can be used to forecast budgets.

Application	Feature / Function / Capability	Comments
Feature Number		
Analysis and Forecasting	Calculates position vacancy costs Provides multiple calculation methodologies for salaries and benefits budget monitoring	Yes. The vacant position cost can be reported on and analyzed based on fund, department, divisions, etc. Yes. OpenGov supports a variety of calculation methodologies.
Analysis and Forecasting	Accommodates "what if" forecasting changes that include all benefit calculations	Yes, OpenGov allows budgeters to create a limited number of scenarios, analyzing the impact of any changes, including mass salary and benefit changes on the whole budget or any section of the budget.
Analysis and Forecasting	Accommodates "what if" forecasting for mass salary changes that include all benefit calculations	Yes with the ease of reporting on the forecasts.
Analysis and Forecasting	Allows users to save multiple budget scenarios	Yes. The City can have multiple budget scenarios at any given time and be able to report on the impacts of each scenario.
Analysis and Forecasting	Supports identification of up to 25 named versions of the budget for each named entity / ledger	Unlimited versions of the budget can be open at any time.
Analysis and Forecasting	Each version can have the ability to log changes made	Yes. The audit trail is included in each version of the budget.
Analysis and Forecasting	Eight roll ups are available for each version	Yes. As many roll ups as required can be provided.
Analysis and Forecasting	Create "what-if" scenarios of the budget	Yes. OpenGov provides the ability to create as many "what-if" scenarios as required.
Analysis and Forecasting	System calculates long-term budget forecasts for a user defined period of time	Yes. The City can calculate long-term budget forecasts.
Analysis and Forecasting	Visualizations should be interactive and have click-through/drill-down capabilities	Yes. All data within OpenGov can be visualized and included in the reporting functionality of OpenGov.
Analysis and Forecasting	Ability to parse and visualize data by fund, department, program, or other function	Yes. The data can be visualized by any segment of the COA.
Analysis and Forecasting	Ability to visualize data in the following formats: pie chart, line graph, stacked line graph, and/or bar graph	Yes all formats are included.
Analysis and Forecasting	Ability to push proposed and/or approved budgets to public-facing transparency site.	Yes. Any internal report can be published to the external transparency site.
Budget Maintenance and Monitoring		Yes. This can be viewed in each report or through the use of dashboards.
Budget Maintenance and Monitoring	Users can view the amount of funds remaining in the budget (i.e., amount budgeted, amount encumbered, amount spent, etc.)	

Application	Feature Number	Feature / Function / Capability	Comments
Budget Maintenance and Monitoring		System stores narrative justification for budget adjustments at the departmental level	Yes. The budget narrative and justifications are stored and be reported as needed.
Budget Maintenance and Monitoring		System track all budget changes including:	Yes
Budget Maintenance and Monitoring		Type of change	Yes. The type of budget change is tracked
Budget Maintenance and Monitoring		Reason for change	Yes. The justification for the change is stored.
Budget Maintenance and Monitoring		Who requested the change	Yes. The user requesting the change is captured.
Budget Maintenance and Monitoring		Approval Date	Yes. The system captures approval date/
Budget Maintenance and Monitoring		Audit trail of all budget changes	Yes. The audit trail includes all the budget changes.
Budget Maintenance and Monitoring		The original change request	Yes. Original change is captured.
Budget Maintenance and Monitoring			Yes. The Original Budget and Amended budget can be included in a report format along with being visible in the budget system.
Amended vs Original		Budget Adjustments	
Budget Adjustments		System allows transfers:	Yes. Budget adjustments can be made on any level of the COA.
Budget Adjustments		Within a division	Yes. Transfer can made within a division.
Budget Adjustments		Within a department	Yes. Transfer can made within a Department.
Budget Adjustments		Between divisions	Yes. Transfers can be made between division.
Budget Adjustments		Between departments	Yes. Transfers can be made between departments.
Budget Adjustments		Between funds	Yes. Transfers can be made between funds.
Budget Adjustments		Lock out budget changes after specified date, but maintain ability to view those in progress	Yes. With the workflow the user can be locked out of the system to make changes but can still view.
Budget Adjustments		System supplies a method to load budget adjustments to multiple budgets (adopted budget, current budget w/transfers, etc.)	Yes. This can be completed through excel upload.
Budget Adjustments		Support the approval of budget adjustments online via Workflow Approvals may be multi-level	Yes, the workflow can be configured to provide any levels of approvals needed in the City's process.
Budget Adjustments		Tracks all budget changes (transfers/amendments), type of change, and reason for change	Yes. All changes are tracked and the justification can be sorted and searched.
Budget Rollover		Budget Rollover	
Budget Rollover		Supports preparation of base budgets from prior year actuals	Yes. The base budget can be prior year actuals.

Application	Feature / Function / Capability	Comments
Feature Number		
Budget Rollover	Approved budget may be automatically installed Prior year budgets may be viewed when creating current/future year budgets Supports the rollover of encumbrances Supports the liquidation of encumbrances prior to rollover, thereby restricting liquidated amount from current year budget	Yes. The approved budget can be included. Yes. Any past year data, budget or actual, can be included to be viewed. Yes. Encumbrances can be rolled over. Yes, The data included to rollover will be configured during implementation.
Standard - Current	Reports/Queries	Yes. Standard reports are provided.
Standard - Next	Reports/Queries	Yes, without needing any programming experience, a user can create unlimited reports, save those reports, and share via email, print version or in a dashboard.
Report Writer	Reports/Queries	Yes. OpenGov reporting allows the user to search any field and create reports.
3rd-Party Application	Reports/Queries	Yes. User can add narrative around any reports.
Custom Modification	Reports/Queries	Yes
Not Available	Reports/Queries	Yes. Original expenditure and balance can be in a report.
Reports/Queries	Reports/Queries	Yes. The beginning balance can be included.
Reports/Queries	Reports/Queries	Yes. The beginning budget can be included.
Reports/Queries	Reports/Queries	Yes. The amended budget can be included.
Reports/Queries	Reports/Queries	Yes. The Council approved budget can be included.
Reports/Queries	Reports/Queries	Yes. Any details from the financial system can be configured and included.
Reports/Queries	Reports/Queries	Yes. Actual expenditures can be included.
Reports/Queries	Reports/Queries	Yes. Actual revenues can be included.
Reports/Queries	Reports/Queries	Yes. Transfers can be included.
Reports/Queries	Reports/Queries	Yes. Available budget can be displayed as both a percentage and dollar amount.

Application	Feature Number	Feature / Function / Capability	Comments
Reports/Queries		Revenue Surplus/Deficit	Yes. The variance from budget can be displayed.
Reports/Queries		Monthly Analysis Report	Yes. Monthly budget to actual is a standard report.
Reports/Queries		Year to Date Report	Yes. Year to date is a standard report.
Reports/Queries		Quarterly Analysis Report	Yes. Any date range can be grouped for reporting.
Reports/Queries		Generates a standard, configurable budget variance report (budget to amended to actuals)	Yes. OpenGov provides a standard report based on the actuals and budget the City wishes to display.
Reports/Queries		Provides reports/inquiries to review multiple versions of budget	Yes. All levels of the budget can be included in a report.
Reports/Queries		Ability to report on financial and non-financial budget data	Yes. The financial and non-financial information can be in a report and dashboard format.
		Budget Document	
Budget document		Ability to produce charts and graphs necessary for compliance with GFOA Distinguished Budget Award	Yes. OpenGov has a partner to provide the development of the budget book using an export from OpenGov.
Budget document		Ability to produce budget document including: charts, graphs, narratives	Yes. OpenGov has a partner to provide the development of the budget book using an export from OpenGov.
Budget document		Smart capabilities that will automatically update narrative as data changes.	Yes. OpenGov has a partner to provide the development of the budget book using an export from OpenGov.



OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Order Form Number: OG-00004389

Created On: 2/13/2020

Order Form Expiration: 3/31/2020

Subscription Start Date: 4/1/2020

Subscription End Date: 3/31/2025

Prepared By: Greg Balter
Email: gbalter@opengov.com
Contract Term: 5 Years

Customer Information

Customer: City of Tukwila, WA
Bill To/Ship To: 6200 Southcenter Blvd.
Tukwila, WA 98188
United States

Contact Name: Vicky Carlsen
Email: vicky.carlsen@tukwilawa.gov
Phone: (206) 433-1839

Billing Contact: Vicky Carlsen
Email: vicky.carlsen@tukwilawa.gov
Phone: (206) 433-1839

Order Details

Billing Frequency: Annual

Payment Terms: Net Thirty (30) Days

Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
The OpenGov Cloud — Year 1	4/1/2020	3/31/2021	1	\$55,346.00
The OpenGov Cloud — Years 2-5	4/1/2021	3/31/2025	4	\$67,346.00

Annual Subscription: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.

Professional Services Total: \$23,560.00

Billing Table:

Billing Date	Amount Due
April 1, 2020	\$78,906.00
April 1, 2021	\$67,346.00
April 1, 2022	\$67,346.00
April 1, 2023	\$67,346.00
April 1, 2024	\$67,346.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") attached, or if no such SSA is attached, the SSA available at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Tukwila, WA

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”.

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes (“**Sales Taxes**”). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov’s net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the “**Initial Term**”).

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the “**Renewal Term**” and together with the Initial Term, the “**Term**”).

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer: _____

Signature: _____

Name: _____

Title: _____

Date: _____

OPENGOV, INC.

Signature: _____

Name: _____

Title: _____

Date: _____



Statement of Work

City of Tukwila, WA

OpenGov Full Cloud

Created By TJ Isselhard

SOW Creation Date 02/11/20

Document Number: DD-00834

Version: 4

1. Objective

1.1. Summary

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov”) will perform for City of Tukwila, WA (“Customer”) pursuant to the order for Professional Services agreed to by the parties (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Full Cloud for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

1.2. Solution Overview

Customer currently uses Tyler Technology - Eden for its financial, human resources, payroll, and utility billing modules. Customer currently uses a combination of Excel and Word (Office 365) to draft the biennial budget and capital improvement plan. Customer also utilizes Synario for forecasting and modeling. Customer seeks a “commercial off the shelf”, configurable, packaged solution(s) that meet its core requirements with minimal modifications.

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Full Cloud, a budgeting and performance tool that enables reporting, workforce planning, and transparency tools.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Full Cloud. The below Phases and their associated tasks are organized based on Customer’s solution. Phases and tasks may start concurrently or prior to the previous Phase’s tasks.

Phase 1: Kickoff and Project Planning Phase

- OpenGov to work with Customer to hold a Project Kickoff and create a Project Plan.

Phase 2: Chart of Accounts (CoA) and Financial Integration

- Customer will provide OpenGov with source data for CoA.

- OpenGov will configure the CoA in OpenGov Platform for functional review
- OpenGov will work with Customer to configure Financial Integration.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 3: Reporting and Transparency Platform

- OpenGov will work with Customer to configure Transparency, Reporting & Analytics, and Dashboards.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 4: Budgeting and Planning

- OpenGov will work with Customer to configure Operating Budget and Workforce Planning.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 5: Project Closure

2.2. Deliverables

OpenGov Cloud - Prepaid	
Functionality	Deliverables
Chart of Accounts	<ul style="list-style-type: none"> • Review and feedback of Customer's source system chart of accounts • Chart of accounts functional build and review • Chart of accounts configuration and peer review • Administrator training
Financial Integration	<ul style="list-style-type: none"> • Integration of Customer Financial System • Integration of budget and actuals, with transaction-level detail up to 10 years • Single system connector • Design, map, and validate data from the system
Reporting and Transparency Platform	<p>Transparency (Stories and Open Town Hall)</p> <ul style="list-style-type: none"> • Configure 1 OpenGov standard story • Open Town Hall site setup and forum theming • Development of 1 standard Open Town Hall topic <p>Reporting & Analytics</p> <ul style="list-style-type: none"> • 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance and Transactions) • 4 department-specific Budget to Actuals reports

	<p>Dashboards</p> <ul style="list-style-type: none"> Configure up to 2 Economic Vitality Dashboards of Customer choosing 1 financial dashboard for each of the 4 departments, totaling to 4 dashboards 6 financial tiles per dashboard, totaling 24 tiles
Budgeting and Planning	<p>Operating Budget, including Workforce Planning</p> <ul style="list-style-type: none"> Budget Builder setup to complete Customer's Operating Budget Creation of up to 5 worksheet shells 2 budgeting reports (Budget to Actuals and Milestones) Workforce planning configuration based on Customer-provided documentation and cost elements 1 Workforce plan Data formatting and loading Validate calculations Administrator training
Total Prepaid Hours	152 hours

2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.
- For the Financial Integration,
 - The data will be linked to the Customer's chart of accounts.
 - OpenGov will perform the validation for data accuracy for the Integration, working jointly with the Customer team to approve the Financial Integration data.
 - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.

- If the integration is with Central Square, the Customer is responsible for getting data from Central Square system.
- If there is an FTP integration of 3 .CSV datasets,
 - The data will NOT be linked to the Customer's chart of accounts.
 - The Customer will perform the validation for data accuracy for the Integration.
 - Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

3. Schedule

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

Example Timeline

	M1				M2				M3			
Functionalities	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
Phase 1: Kickoff												
Phase 2: CoA and Financial Integration												
Phase 3: Reporting and Transparency Platform												
Phase 4: Budgeting and Planning												
	M4				M5				M6			
Functionalities	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24
Phase 4: Budget and Planning cont'd												

*subject to change based on customer priorities and preferences, and OpenGov resources

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”) upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov’s proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of

- Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
 9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 2 (a “Project Change Order”). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov’s then-current, applicable hourly rate.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer’s travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

1. Appendix 1

Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Analyze and Design

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
- c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Solution Configuration, Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Data Validation, Customer Review
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of by the Customer.

4. Deploy Phase

- a. **Key Activities:** Administrator Training
- b. **Key Work Products:** Project Documentation
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

5. Own and Enable Phase

- a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Acceptance, Transition
- c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

2. Appendix 2

Project Change Order

Customer:

Project:

Date

Requested:

Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals	
OpenGov	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



OpenGov and Tukwila

Response to RFP for Budget Software Solution

Greg Balter
Enterprise Account Executive
415-230-9472
gbalter@opengov.com
OpenGov, Inc., 955 Charter Street, Redwood City, CA 94063



Photo Credit : SounderBruce <https://www.flickr.com/photos/sounderbruce/31003195156/>

City of Tukwila
Vicky Carlsen, Finance Director
6200 Southcenter Blvd.
Tukwila, WA 98188

RE: Budget Software Solution RFP

Dear Ms. Carlsen,

On behalf of OpenGov, we are thrilled at the opportunity to partner with the City of Tukwila in procuring a modern budget software solution. We truly value the thought and careful consideration that went into developing the RFP.

We are pleased to present in the following pages our offering of solutions that will not only meet the City's goals, but will also foster a culture of transparency and collaboration, remove organizational data silos, and establish a sound and reliable foundation for developing the budget through a modern, transformative software solution. OpenGov's commercial off-the-shelf solution connects key stakeholders to the capital budget and operating budget performance, while also providing visualizations and interactive reporting that demonstrates real-time insights that result in time-savings for more strategic planning and accurate decision-making.

OpenGov's mission is to power more effective and accountable government, and we believe that the City of Tukwila possesses the right future-ready mindset to become our strategic partner. We invite you to join us in our mission.

Sincerely,

Greg Balter
Enterprise Account Executive

Executive Summary

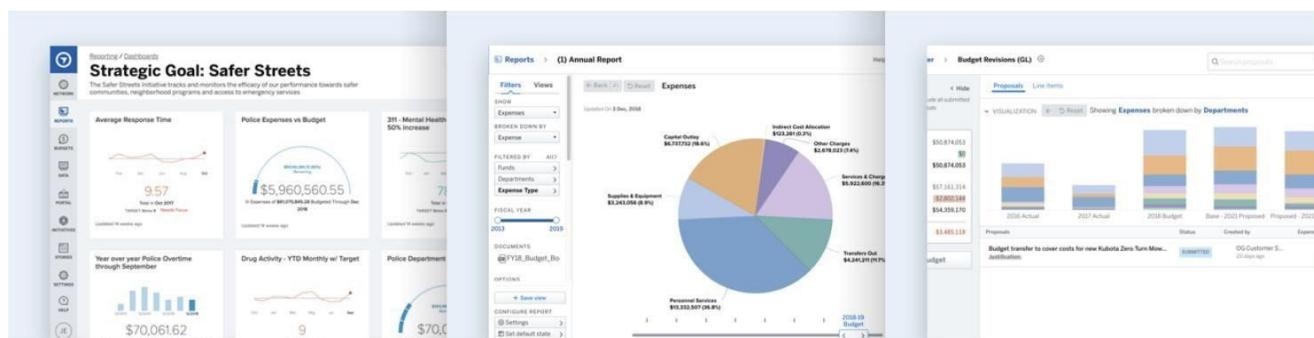
OpenGov is the leading cloud-based solution for public sector budgeting and performance. OpenGov was founded in 2012, and is backed by Andreessen Horowitz, Emerson Collective, 8VC, and Thrive Capital.

OpenGov currently serves over 2,200 governments ranging in size, including states like California, Texas, Illinois, Utah & Oklahoma, Cities like Shelton, Olympia, Fife, Washougal, Woodland, Ocean Shores and Counties like Thurston County and Kittitas County.

OpenGov is presenting the following solutions to Tukwila for consideration:

- **The OpenGov Cloud™:** The OpenGov Cloud™ is the only integrated cloud solution for budgeting, performance, communications and reporting. This multi-tenant Software-as-a-Service (“SaaS”) solution connects stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning. The OpenGov Cloud includes:
 - **Budgeting and Performance:** The OpenGov integrated budgeting and performance solution to aggregates and synchronizes financial and non-financial data. Streamline and transform your budget process from the initial stages of planning and personnel forecasting on through final publication while enabling collaboration throughout.
 - **Communications and Reporting:** Build trust by simplifying and streamlining the collection, analysis, and communication of complex information with the OpenGov communications and reporting solution.

In addition, OpenGov offers data solutions to simplify the process of integrating information with the OpenGov Cloud. Agencies can establish direct connections to their Enterprise Resource Planning (ERP) or general ledger and indirect File Transfer Protocol (FTP) connections to a variety of the State’s operational systems.



The OpenGov Advantage

- **Built From the Ground Up for Government**

OpenGov is solely focused on serving government. OpenGov's software offers a unique (and patented) Chart of Accounts (CoA) Engine that enables OpenGov's products to map to any government's unique Chart of Accounts' organization. By mapping directly to the customer's CoA, OpenGov offers accurate and flexible reporting that is consistent with the customer's prior reporting formats and allows users to drill-down and explore data to the object level.

- **Best Choice for Budget and Performance**

Budgeting and performance are intrinsically connected. Today's state agencies must optimize budgets to drive performance outcomes. With OpenGov, agency leaders can now streamline and transform their end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes.

- **System Agnostic**

OpenGov brings together financial and non-financial data from across your agency or departments, guaranteeing data integrity across all applications and solutions, from budgeting and performance to constituent engagement.

- **Ease of Use**

OpenGov is an intuitive and easy-to-use cloud-based solution designed specifically for non-technical users. Users can derive value quickly and understand the system with minimal training.

- **Quick Time to Value**

OpenGov's implementation is typically measured in months, not years. The full OpenGov cloud can be deployed in as little as two to three months. OpenGov delivers modern cloud-based software that never requires an on-premise installation. Because OpenGov knows intimately the intricacies and unique quirks inherent in any government's CoA, we have a dedicated team of experts to help you implement the product and get the most out of your investment.

- **Innovation**

OpenGov is a multi-tenant Software-as-a-Service ("SaaS") solution, which complements existing ERP investments by enabling cutting-edge visualizations and analysis without needing to overhaul the underlying ERP system. And, because OpenGov's solution is cloud-based, customers automatically receive all updates and improvements to their products as they are released.



50% less time
spent on budget



80% less time
spent on reporting



20% fewer
information
requests



1% of budget
freed for
re-allocation

About OpenGov

Company Background

OpenGov was founded in 2012 by Zac Bookman, Joe Lonsdale, and technologists from Stanford University, who studied government budgeting in the aftermath of the Great Recession. The team observed dedicated public servants struggle against outdated technology that prevented them from accessing timely spending information and communicating their priorities to citizens and elected officials. Believing there was a better way, the team set out to build cloud-based, easy-to-use government performance solutions to power more open, effective, and accountable government.

OpenGov is the leader in cloud-based solutions for government. The OpenGov Cloud™ is the only integrated cloud solution for budgeting, operational performance management, internal and external communications, and financial reporting. This multi-tenant Software-as-a-Service (“SaaS”) solution connects agency stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning. OpenGov Inc. has over 200 employees and is headquartered in Redwood City, CA with other offices in Portland, OR; New York, NY; and Chicago, IL.

Why OpenGov?

- Over 2,200 governments are powered by OpenGov.
- OpenGov’s mission is to Power More Effective and Efficient Government.
- OpenGov Employees have served in public sector positions for over 300 years, collectively.
- OpenGov has analyzed over \$10 Trillion in expenses and revenues through its online platform.
- OpenGov’s multi-tenant architecture provides maintenance-free updates so users can always leverage the most modern technology, including every new feature and product release, regardless of underlying IT infrastructure.
- OpenGov is made in America. Our expert U.S.-based Product and Go-to- Market professionals envision, build, and deploy this market-leading solution, leveraging the best technology available.

Relevant Awards

OpenGov has received the following Global Technology Recognition:

- **Named to 2019 GovTech 100 List**
 - OpenGov received the honor of placing on the 2019 GovTech

- 100 because of our unique ability to work with any government in the country, regardless of their current technology platform. OpenGov is the only public-sector software that can uniquely map to government's Chart of Accounts while also integrating with various non-financial data sources.
- **Gartner Recognition**
 - Gartner has named OpenGov as one of three Cool Vendors for Government. The winners offer government CIOs cloud solutions to quickly acquire and deploy services for workforce collaboration and citizen engagement, open financial data, and case management.
 - OpenGov's Software-as-a-Service is delivered through Amazon Web Services ("AWS"), a Gartner Magic Quadrant Industry Leader.
- **World Economic Forum Technology Pioneer Award**
 - OpenGov was selected from among hundreds of companies by a professional committee of 68 academics, entrepreneurs, venture capitalists, and corporate executives as a Technology Pioneer.
 - Past recipients include Google (2001), Mozilla (2007), Kickstarter (2011), and Dropbox (2011).

Press

Below are a few examples of how OpenGov has recently been featured in the news and online press:

- ["Mayor Mike Purzycki Launches New Online Government Information Portal"](#) - *FirstStateUpdate.com* (August 2019). "OpenGov provides enormous benefits to our government and for the people of Wilmington," said Mayor Purzycki. "Our efforts to become a more efficient and accountable government will be assisted by citizens knowing more about the inner-workings of their government. OpenGov makes greater citizen involvement possible by making more information available about budgets, capital projects and how spending is tied to strategic goals. Citizens should have the opportunity to develop more informed opinions about government policies, laws, programs and services. We have moved into a new age of information sharing in Wilmington and that's how it should be."
- ["New Online Tool Shows Measure T Spending In Murrieta"](#) - *Patch.com* (July 2019). "These numbers tell a story about our community," Summers said. "They can show how we're changing, how we are addressing local needs, how we're listening to residents. They help us connect."
- ["CSU Launches Transparency Portal to Provide Additional Financial Access"](#) - *scvnews.com* (May 2019). "The CSU is committed to ensuring that Californians know how resources entrusted to the university are managed," said CSU Executive Vice Chancellor and Chief Financial Officer Steve Relyea. "To that end, the university strives to be transparent in all its dealings with students, faculty, staff, alumni, the community and businesses. This new portal will provide

expanded access to financial information as well as additional context and detailed explanations.”

- “[East Providence chooses The OpenGov Cloud™ for budgeting, performance, communications, and reporting.](#)” - *EastProvidence.com* (April 2019). Mayor Robert L. DaSilva said, “To us, it was clear OpenGov was the most robust solution on the market. OpenGov’s ability to provide budgeting, performance, reporting and transparency capabilities in an easy-to-use platform is second to none.”

Leadership

OpenGov’s advisors consist of leading experts from the technology, financial, and public service sectors, including John Chambers (Former CEO of Cisco Systems), George Shultz (Former U.S. Secretary of State, Treasury Secretary, and Director of OMB), Lawrence H. Summers (Former U.S. Treasury Secretary), and Byron Dorgan (Former U.S. Senator from North Dakota).

BOARD OF DIRECTORS



JOE LONSDALE
Co-Founder & Chairman



MARC ANDREESSEN
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Senator from North
Dakota



**LAWRENCE
SUMMERS**
U.S. Secretary of
the Treasury; Director,
National Economic
Council



GEORGE SHULTZ
U.S. Secretary of
State, Treasury;
Director of OMB



MICHEL FEASTER
Co-Founder and
CEO of Usermind



PIERRE LAMOND
Silicon Valley
Pioneer
Fairchild, Sequoia,
Khosla



ADRIAN FENTY
Former Mayor of
Washington D.C.



KAREN WHITE
Chief Executive
Officer of RMS



**MAURY
BLACKMAN**
President and CEO
of Premise Data

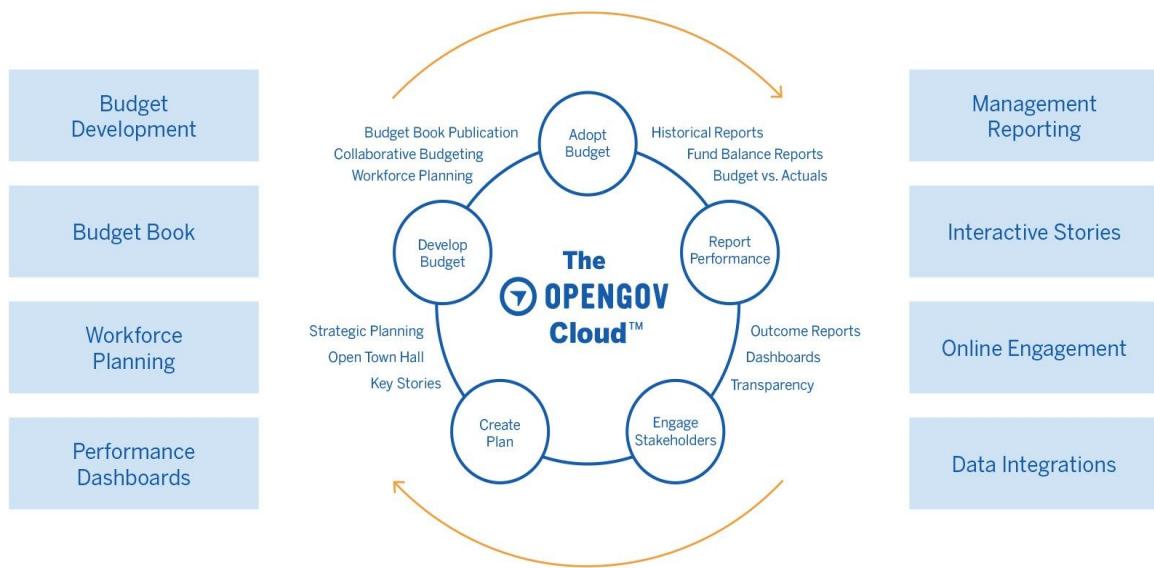
The senior leadership team at OpenGov oversees both the development of OpenGov’s products and the successful implementation and management of OpenGov’s software for each customer. The team possesses an average of over 18 years of industry experience and will work closely with a dedicated Project Manager, Customer Success Manager, and Customer Success Administrator, who provide support on a day-to-day basis.

OpenGov has successfully served over 2,200 governments. As described above, our leadership team consists of individuals with deep experience in the technology sector, in business, and most importantly in government finance.

The OpenGov Cloud™

Budgeting and Performance | Communications and Reporting

The OpenGov Cloud™ is the only integrated cloud solution for budgeting, performance, communications and reporting. This multi-tenant Software-as-a-Service (“SaaS”) solution connects stakeholders to the budget process, engages them for real-time feedback, accurately forecasts personnel costs, and integrates with key government systems, resulting in improved outcomes, enhanced internal efficiencies, and more time for strategic planning.



Integrated Budgeting and Performance

Leverage OpenGov's integrated online solution to aggregate and synchronize financial and non-financial data. Streamline and transform your budget process from the initial stages of strategic planning and personnel forecasting on through final publication while enabling collaboration throughout. Plan and manage your strategic initiatives by capturing priorities, tying budgets to initiatives, identifying key outcomes, and engaging stakeholders.

Build Trust With Effective Communication

Engaging with constituents and stakeholders is critical to every public agency's success. With OpenGov, leaders can analyze and communicate complex topics and decisions in a simple manner anyone can understand. Agencies are able to build trust with colleagues and residents by gathering input on key initiatives and aligning budget and the strategic plan to both performance objectives and public expectations.

A Central Hub For Internal and External Stakeholders

Bring your financial and non-financial data together in one place. Automatically connect your ERP, Excel, HRIS, public safety, 311, and other data sources to The OpenGov Cloud™, ensuring data integrity across the organization. Quickly create and publish content, easily incorporate feedback, and inform and improve your interaction with internal and external stakeholders to strengthen public trust and achieve your communications objectives.



The OpenGov Cloud™

Streamline your budgeting process
Save time and build a better budget by collaborating across departments with an integrated cloud-based solution complete with built-in, editable formulas.

Communicate Clearly
Create, publish and share content quickly and easily with dashboards, images, maps and more. Share via social media, email or your website.

Plan Effectively, Together
Connect all stakeholders to your budgeting, performance, communications, and reporting processes.

Broaden Public Participation
Supplement public hearings with online surveys and virtual town halls. Gather feedback from residents by reducing the barriers of involvement.

Tie your Budget to Performance
Centrally track and analyze how budget dollars impact your organization's top priorities.

Focus on Outcomes
Establish goals for departments, programs, or initiatives, and track relevant KPIs to evaluate spending, performance, and progress.

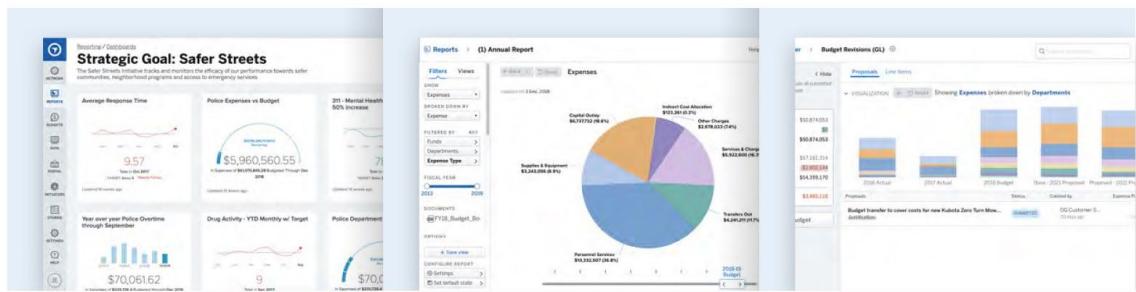
Act on Analysis
Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis.

Increase Accountability
Publicly demonstrate progress on projects and strategic initiatives backed up by financial and performance data.

Budgeting and Performance

Budget Effectively and Collaboratively | Align Budget to Performance Outcomes

Budgeting and performance are intrinsically connected. Today's governments must optimize budgets to drive performance outcomes. With OpenGov, leaders can now streamline and transform their end-to-end budgeting process, seamlessly tie budget dollars to key organizational initiatives, and draw actionable insights that maximize performance outcomes.



Integrated Budgeting and Performance

Leverage OpenGov's integrated online solution to aggregate and synchronize financial and non-financial data. Streamline and transform your budget process from the initial stages of strategic planning and personnel forecasting on through final publication while enabling collaboration throughout. Plan and manage your strategic initiatives by capturing priorities, tying budgets to initiatives, identifying key outcomes, and engaging stakeholders.

Act on Analysis

Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis. Mirror and explore your organization's financial structure and chart of accounts. Add geographic context with integrated GIS reporting and maps.

Tie your budget to performance

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep stakeholders updated on spending, performance, and progress.

Simplify budget book publication and workforce planning

Establish a framework for building your budget book faster and more accurately, making the process repeatable and scalable for future cycles. Easily add new positions and their associated costs with pre-configured templates.

Bring it all together

Synchronize your financial and non-financial data with an efficient, reliable, and automated solution for connecting your ERP, Excel, HRIS, public safety, 311, and other data sources to the OpenGov Cloud™.

Collaborate More Effectively

Save time and build a better budget by collaborating across departments with an integrated cloud-based solution. Comment on proposals and engage with colleagues in logged online conversations that won't get lost in your inbox.



Track performance collaboratively and efficiently across your entire government. Comment on key reports and engage with colleagues across multiple teams.

Improve Decision-Making

Visualize trends and model the impact of proposed budget changes, providing the needed context for budget decisions.



Transform complex financial and performance data into actionable insights and have the answers you need at your fingertips.

Save Time

Easily seed the budget by importing last year's actuals. Enable finance staff and budget owners to adjust or add proposal line items in real time on their own with a simple and intuitive user interface.



Quickly create dashboards that are printer-friendly by default for beautiful reports that streamline meetings and reduce cumbersome manual extracts.

Use Cases

- Budget Development
- Multi-Year CIP Planning
- Budget Book Publication
- Workforce Planning
- Budgetary Reporting
- Budget Adjustments
- Performance Dashboards
- What-If Scenario Analysis
- Strategic Initiative Tagging

✓ **50% less time to create your budget**

✓ **1% typical re-allocation of total budget to higher priorities**

✓ **80% less time spent on budget reporting**

Communications and Reporting

Build trust by simplifying and streamlining the collection, analysis, and communication of complex information

Build Trust Through Effective Communication

Engaging with constituents and stakeholders is critical to every public agency's success. With OpenGov, leaders can analyze and communicate complex topics and decisions in a simple manner anyone can understand. Agencies are able to build trust with colleagues and residents by gathering input on key initiatives and aligning budget and the strategic plan to both performance objectives and public expectations.

Focus on outcomes

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep stakeholders updated on spending, performance, and progress.

Communicate clearly

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

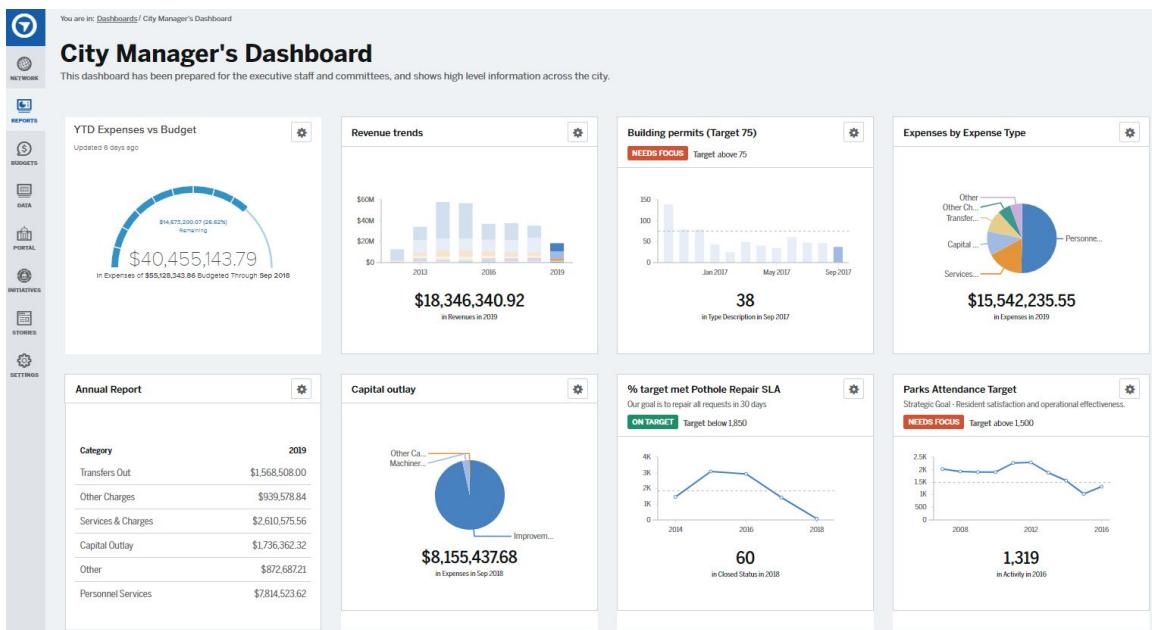
Capture feedback online, at meetings or on-the-go

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls or mobile forms.

Increase accountability

Publicly demonstrate progress on projects and strategic initiatives. Show results anyone can understand by uniting financial and performance data and adding valuable context.





Control the Message

Transform complex financial and performance data into actionable insights and communicate them with your internal and external stakeholders.

Present complex information that all parties can understand

- Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals.
- Gain at-a-glance insights with dashboards, take action with customized alerts, or dive into the details for deeper analysis.
- Simplify performance reporting through printer-ready dashboards for beautiful reports that streamline meetings and reduce cumbersome manual extracts.

Broaden citizen engagement

Supplement public hearings with online surveys and virtual town halls that are easy and convenient. Gather broader feedback from residents by reducing the barriers of involvement.

Inform capital project plans

Take the guesswork out of big-ticket items while fulfilling public input requirements for grant applications. Reach out and gather feedback from your constituents to improve buy-in and achieve better results.

Reduce intimidation and undue influence

Civility monitoring and flexible registration options promote respectful interactions that encourage participation and help filter out distortion from the “usual suspects.”

Achieve your communications objectives

Bring your data together in one place, quickly create and publish content, and easily incorporate feedback. Inform and improve your interaction with the community to strengthen public trust.

Use Cases

- Internal Reporting
- Satisfaction Surveys
- Capital Project Plans
- Initiative Communication
- Performance Dashboards
- Citizen Ideas/Feedback Portal
- Participatory Budgeting

✓ Share the data behind the news

✓ Better project planning

✓ Social media impact

"OpenGov has changed this entire process, giving me back my life and opening up enough time for me to focus on other priorities for the city. Gone are the days of digging around in spreadsheets and enduring lengthy proposal submission cycles"

Connie Maxwell, Budget Director, City of Burnet, TX



City of Farmersville, TX



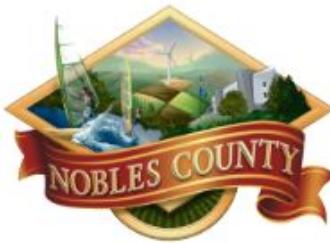
City of Fort Lauderdale, FL



City of Rockport, TX



District of Columbia



County of Nobles, MN



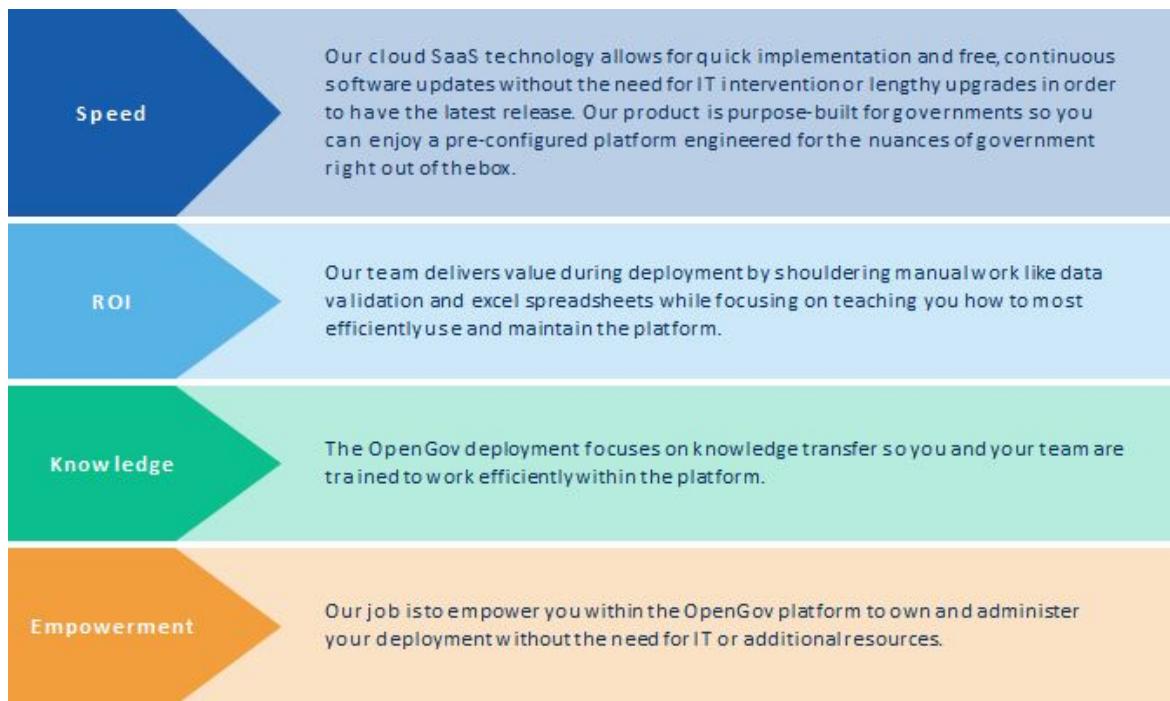
Town of Provincetown, MA

OpenGov Customer Engagement Model

Who We Are

Mission-Driven Powering more effective and accountable government	Trusted Over 2,200 public agencies leverage OpenGov technology	Innovative Easy-to-use, best-in-class, and intuitive cloud software	Experts Over 300 years of public sector experience on staff
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OpenGov Implementation is optimized for:



Why work with us?

Your success as a customer is OpenGov's top priority. OpenGov customers receive a tailored deployment offering following standard methodology informed by implementing our software at more than 2,200 government entities. As a customer, you can leverage the knowledge of an OpenGov team comprised of former government finance directors, chief information officers, budget and performance analysts, and Software-as-a-Service (SaaS) professionals to arm you with insight, expertise, and industry-leading best practices enabling you to drive efficiency and outcomes for your organization.

Deployment Methodology



Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, and an online portal as well as additional support channels like webinars, user groups, a resource center, and a thriving community of tips and best practices provided by your peers.

- **Technical Support:** Our team of highly trained support analysts are available to solve any issues you have with any part of your solution within the OpenGov Cloud.
- **OpenGov Community:** OpenGov has a safe and secure online community for government professionals to connect with their peers, share their experiences, and learn best practices.
- **User Groups:** Our subject matter experts host regular user groups online and in-person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.
- **Live Chat:** Contact support seamlessly while using the product through our live chat feature staffed by the Customer Success team.

How to work with us

These are some of the typical roles involved during deployment:

- **Project Manager:** the primary point of contact for OpenGov during the implementation.
- **Finance/Budget Director:** partners with OpenGov team to outline applicable budget processes.
- **IT Dept:** provides the necessary data for OpenGov implementation.
- **Communications:** partners with OpenGov to lay out best strategy for launching to stakeholders.
- **Subject Matter Experts:** partners with OpenGov daily to execute the tasks and become a subject matter expert in OpenGov.

“We view OpenGov as a strategic partner. They’ve taken the time to listen to what we wanted and built a true partnership with us. Their responsiveness and collaboration is impressive.”

Maria Zuniga, Business Improvement & Performance Administrator, Bernalillo County, NM

Customer Quotes

“Many companies can do the tools and tech; however, it is rare to find a company like OpenGov who does so while staying in touch with its customers, truly listening to its customers’ needs, and adding the appropriate staffing at all levels of management and function to improve both the product offerings and the customers’ experiences.”

Lisa Desmarais, IT Director of Kenton County, KY

“The communications between our staff was more like fellow co-workers instead of a Vendor and Client relationship. At all times [our consultant] was open and handled our requests with a great deal of professionalism and a 'Can Do' attitude. We were quite impressed with [our consultant's] understanding and experience with systems that we use.”

Srikanth Karra, CIO of Birmingham, AL

“We view OpenGov as a strategic partner. They've taken the time to listen to what we wanted and built a true partnership with us. You don't see that at other software companies—especially bigger software companies like SAP where we never would get that interaction. Their responsiveness and collaboration is impressive.”

Maria Zuniga, Business Improvement & Performance Administrator, Bernalillo County, NM

“In all my years working in public accounting and government work, I've never had a contract that I got more out of than what I was told I would get. Usually you get disappointed with contracts, but OpenGov way exceeded my expectations.”

Klarryse Murphy, CFO, County of Ravalli, MT

“We have saved over 90% of our time preparing reports, with OpenGov we can show citizens how we are being fiscally responsible with their tax dollars.”

Kimberly Ruesch, Administrative Services Manager, Washington City, UT

“I brought up our OpenGov site in a Council Meeting when discussing an increase in real estate taxes. Within seconds, I had a pie chart and we brought facts to the conversation. With that measure passed, we were able to add four firefighters, keeping our response times to a minimum.”

Brian Dehner, City Administrative Officer, Edgewood , KY

“OpenGov has absolutely made us more proactive in looking at data and attacking the data, instead of saying, 'It's too big.'”

Andrew McCreery, Finance Director, Mt. Lebanon, Pennsylvania

“With OpenGov I think a huge part of the value proposition is integrating multiple data sets through one aggregation tool. It's really about helping us understand not only how the dollars are spent, but what sort of value is being delivered back to residents through

the services that we provide...it's one thing to see the financial information and analyze it; it's another to see that side-by-side with indicators to show how our service levels are changing over time. So that's really the power of OpenGov."

Micah Intermill, Budget Director, Minneapolis, MN

"I knew people were hungry for information and needed a one-stop shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency"

Janelle Galbraith, PIO, Redding, CA

"The core of what we're trying to do (with Open Data) is drive better outcomes out in the community and enable better decision-making at the executive level."

Adam Dondro, Chief Information Officer, California Health and Human Services Agency

"(Open Data) is flexible, it's scalable, it's interoperable, and that provides us with a platform to make our data the most useful as possible"

Michael Valle, Manager, Tech. Policy & Planning, California Office of Statewide Health Planning and Development

"Without data, decision-makers are pretty much blind to what's going on. With OpenGov, they can ask and answer questions right from their desktops without a team of analysts with them."

Robert P. David, Director, OSHPD

"When we transmitted the info to [our citizens] with OpenGov, it provided a better educated question that came back to me versus 'what's your general fund balance?' or 'what's your revenue and expenditures.' The questions became 'why are you spending so much on this?' So it's given me a better sense of what the community's real issues were."

George Rodericks, City Manager, Atherton, CA

"Budgeting is easier than it's ever been for me. With Budget Builder, I don't have to recreate the wheel every single year."

Judy Smith, Finance Director, Jackson County Water and Sewage Authority, GA

"The number one benefit that we got and we saw immediately is this process of one budget, one government, one team...The reason why [OpenGov] is a game changer is...it establishes clarity. You can see a result, you can go back and you can make a change. I was able to get \$2M back in our budget immediately."

Janet Dutcher, Finance Director, Mono County, CA

"The OpenGov team – they are amazing...They did a fabulous job – within 18 hours –getting us setup with every single account code we could have possibly needed."

Dianna Honeywell, Finance Director, Diamond Bar, CA

“The responsiveness was incredible. They always had an answer for us and were always open to recommendations and suggestions. I was just blown away by their level of professionalism and knowledge of the system.”

Dannette Allen, Management Analyst, Diamond Bar, CA

Exhibit A - Acceptance of Terms and Conditions of RFP

City of Tukwila Request for Proposals for Budget Software Solution

Exhibit A – Acceptance of Terms and Conditions of RFP

ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private Vendor. All Vendor representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the Vendor's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

Print the words "NO EXCEPTIONS" here NO EXCEPTIONS if there are no exceptions taken to any of the terms, conditions, or specifications of these request for proposal documents.

If there are exceptions to any of these terms, conditions, or specifications of these request for proposal documents, they must be clearly stated in the table below ("RFP EXCEPTIONS") and returned with your proposal in the appropriate section.

If you provided a sample copy of your contract(s), you still need to identify in this document, "RFP EXCEPTIONS", any and all exceptions you have to the City's Terms and Conditions.

Company	OpenGov, Inc.
Authorized Individual Name and Title	Paul H. Denton, CFO
Telephone	(650) 336-7167
Email	gbalter@opengov.com
Address	955 Charter Street, Redwood City, CA 94063

AUTHORIZED SIGNATURE Paul H. Denton

DATE 01/17/2020

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	REFERENCE	SECTION	REASON	ALTERNATE APPROACH
1				
2				
3				
4				

Exhibit B - Non-Collusion Certificate

City of Tukwila Request for Proposals for Budget Software Solution

Exhibit B – Non-Collusion Certificate

NON-COLLUSION CERTIFICATE

STATE OF California
COUNTY OF San Mateo

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City of Tukwila for consideration in the award of a contract on the improvement described as follows:

OpenGov, Inc.
(Name of Firm)

By: Zach Garelik
(Authorized Signature)

Title: Chief Financial Officer

SUBSCRIBED AND SWORN TO before me on this 17th day of January, 2020.

Zach Garelik
Notary Public

My Commission expires: 1/23/2023

SEAL:

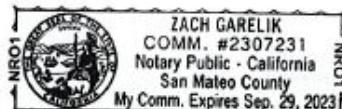


Exhibit C - Functional and Technical Requirements

Please refer to the attached spreadsheet.

Exhibit D - Statement of Work



Statement of Work

City of Tukwila, WA

OpenGov Full Cloud

Created By TJ Isselhard
SOW Creation Date 01/21/20
Version: 3

1. Objective

1.1. Summary

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov”) will perform for City of Tukwila, WA (“Customer”) pursuant to the order for Professional Services agreed to by the parties (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This project aims to implement the OpenGov Full Cloud for the Customer to enable effective and accountable governing. This SOW defines the scope and deliverables for a successful implementation of the OpenGov Cloud.

1.2. Solution Overview

Customer currently uses Tyler Technology - Eden for its financial, human resources, payroll, and utility billing modules. Customer currently uses a combination of Excel and Word (Office 365) to draft the biennial budget and capital improvement plan. Customer also utilizes Synario for forecasting and modeling. Customer seeks a “commercial off the shelf”, configurable, packaged solution(s) that meet its core requirements with minimal modifications.

This SOW defines the scope and deliverables for a successful implementation of the OpenGov Full Cloud, a budgeting and performance tool that enables reporting, workforce planning, and transparency tools. OpenGov also defines in this SOW the creation of a Certent Budget Book as part of this implementation and defines the associated deliverables.

2. Scope

2.1. Project Scope

The project scope includes the following services and deliverables. Any items not specifically included in scope will be considered out of scope.

OpenGov will provide Professional Services to implement the OpenGov Full Cloud. The below Phases and their associated tasks are organized based on Customer’s solution. Phases and tasks may start concurrently or prior to the previous Phase’s tasks.

Phase 1: Kickoff and Project Planning Phase

- OpenGov to work with Customer to hold a Project Kickoff and create a Project Plan.

Phase 2: Chart of Accounts (CoA)

- Customer will provide OpenGov with source data for CoA.
- OpenGov will configure the CoA in OpenGov Platform for functional review
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 3: Budget and Performance

- OpenGov will work with Customer to configure Management Reporting, Performance Measures, Budget Builder, Workforce Planning, and Financial Integration.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 4: Transparency

- OpenGov will work with Customer to configure Stories and Open Town Hall.
- OpenGov will train Customer administrator on these functionalities and secure Customer sign off.

Phase 5: Certent Budget Book

- Upon further discussion with Customer, OpenGov will provide a Statement of Work specifically for delivery of the Certent Budget Book.

Phase 6: Project Closure

2.2. Deliverables

OpenGov Cloud - Prepaid	
Functionality	Deliverables
Chart of Accounts	<ul style="list-style-type: none">● Review and feedback of Customer's source system chart of accounts● Chart of accounts functional build and review● Chart of accounts configuration and peer review● Administrator training
Management Reporting	<ul style="list-style-type: none">● 4 Standard Reports (Annual, Budget to Actuals, Change in Fund Balance, and Transactions)● 1 department-specific budget to actual report● 1 custom report (stipulated by the Customer)● Standard saved views for each report● Up to 10 years of data● Administrator training● Creation of launch plan

	<ul style="list-style-type: none"> ● End user training/presentation (depts, council, etc.) ● Review of best practices for launch ● Launch
Performance Measures - Design	<ul style="list-style-type: none"> ● Metrics Conceptualization sessions for 2 programs from 2 departments ● Program Inventory document for 2 departments ● Up to 6 non-financial reports ● 1 department dashboard containing tiles for the 2 programs above ● OpenGov recommends building the following tile types, <ul style="list-style-type: none"> ○ 2 Financial ○ 4 Output or Outcome ○ 2 Efficiency (cost for doing something) ● SFTP dataset integration of up to 3 .CSV datasets ● Administrator Training ● Creation of launch plan ● Review of best practices for launch ● Launch
Stories	<ul style="list-style-type: none"> ● Up to 2 story conceptualizing sessions ● Up to 2 Stories ● Administrator training ● External communication resource packet ● Creation of launch plan ● Review of best practices for launch ● Publish the created stories
Open Town Hall	<ul style="list-style-type: none"> ● Site setup and Forum theming ● Development of 1 topic ● List of recommended 5 topics ● Administrator Training (f/k/a Product orientation, includes civility monitoring) ● Self Service promotional resources (sample press release, tips & tricks) ● Assistance with first topic launch
Financial Integration	<ul style="list-style-type: none"> ● Integration of budget and actuals, with transaction level detail up to 10 years ● Single system connector ● Design, map, and validate data from the system. ● Administrator training ● Ongoing monitoring and alerts
Budget Builder - Full Cycle	<ul style="list-style-type: none"> ● Budget Builder setup ● Up to 2 budgets (i.e. Operating & capital) ● Creation of up to 5 proposals per budget

	<ul style="list-style-type: none"> ● 2 Reports (Budget to Actuals & milestones) ● Project continues to Adopted Budget ● Administrator training ● Up to 3 kick off trainings to departments ● Creation of launch plan ● Review of best practices for launch ● Launch ● Budget end user and Administrator assistance throughout Budget Development and Adoption
Workforce Planning	<ul style="list-style-type: none"> ● Initial configuration based on Customer provided documentation and cost elements ● 1 Workforce plan ● Data formatting and loading ● Validate calculations ● 1 authorized position list report ● 1 total compensation detail report ● Administrator training ● Administrator guide
Total Prepaid Hours	327 hours

2.2. a. Budget Book

- Certent Budget Book will include a separate Statement of Work. If chosen for further discussions with Customer, OpenGov will scope and provide the Statement of Work for this delivery which will be owned by the Certent professional services team. OpenGov's estimate for pricing for Services is on the Exhibit C spreadsheet that comes with our response but will need to be scoped.

2.3. Assumptions and Exclusions

- The concept of Prepaid Hours means that the Customer is purchasing a package with a set number of Professional Service hours to achieve the outlined deliverables. The hours are based on OpenGov's best estimate given reasonable assumptions outlined in section 4.2, Project Responsibilities. These hours should be adequate to achieve the deliverables, however if they are not, the Customer will need to purchase additional hours.
- Hours estimated above are for deployment of outlined deliverables. Any leftover hours may be utilized for additional professional services activities dictated by the Customer.
- For the Financial Integration,
 - The data will be linked to the Customer's chart of accounts.

- OpenGov will perform the validation for data accuracy for the Integration, working jointly with the Customer team to approve the Financial Integration data.
 - OpenGov will require assistance from the Customer to understand source system specific customizations and configurations when building the data extract.
 - If the integration is with Central Square, the Customer is responsible for getting data from Central Square system.
- If there is an FTP integration of 3 .CSV datasets,
 - The data will NOT be linked to the Customer's chart of accounts.
 - The Customer will perform the validation for data accuracy for the Integration.
 - Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location.

3. Schedule

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the “OpenGov Project Manager”) will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

Example Timeline

	M1				M2				M3			
Functionalities	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12
Phase 1: Kickoff												
Phase 2: CoA												
Phase 3: Budget and Performance												
	M4				M5				M6			
Functionalities	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24
Phase 3: Budget and Performance cont'd												
Phase 4: Transparency												
Phase 5: Budget Book Standard												

*subject to change based on customer priorities and preferences, and OpenGov resources

4. Project Organization

4.1. Project Team

OpenGov

OpenGov will assign a Project Manager (the “OpenGov Project Manager”) upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the “Customer Project Manager”) and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

4.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

OpenGov

1. Manage delivery of in-scope items in coordination with Customer.
2. Make available deliverables to Customer project team for review and verification.
3. Provide relevant technical details and documentation for data requirements for Customer’s environment.
4. Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
5. Establish documentation and procedural standards for the project.
6. Review and administer project change control, as described in Section 5, Change Control Procedures.
7. Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.
8. Budget Builder files are exported as .xlsx. OpenGov may assist in formatting that file, but cannot convert files to any other file types

Customer

1. Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
2. Make available appropriate representatives with the authority to review and approve deliverables produced during the project.

3. Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
4. Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
5. Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
6. Provide acceptance of deliverables and Project in a timely manner.
7. If Integration services are purchased, Customer will be responsible for making any configuration changes or modifications to Financial System (ERP) to support integration and make available access for integration to OpenGov software. The Customer will be responsible for ensuring that the versions of Financial System (ERP) running on all environments remain the same across all environments.
8. Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.
9. The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

5. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order, in the form attached hereto as Appendix 2 (a "Project Change Order"). The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

6. Fees and Expenses

6.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate.

6.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking

non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

Unless otherwise agreed to by the parties, such travel and expenses shall not exceed \$5,000 for the work specified in this SOW. If additional travel is needed as per discussion with the Customer, it will be mutually agreed upon and be billed as incurred.

1. Appendix 1

Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. Analyze and Design

- a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
- b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
- c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

2. Configure Phase

- a. **Key Activities:** Application and Solution Configuration, Data Load
- b. **Key Work Products:** Solution Configuration, Peer Review
- c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. Validate Phase

- a. **Key Activities:** User Acceptance Testing, Data Confirmation
- b. **Key Work Products:** Data Validation, Customer Review
- c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as needed. The Phase ends with the Acceptance of by the Customer.

4. Deploy Phase

- a. **Key Activities:** Administrator Training
- b. **Key Work Products:** Project Documentation
- c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

5. Own and Enable Phase

- a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
- b. **Key Work Products:** Project Acceptance, Transition
- c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

2. Appendix 2

Project Change Order

Customer:

Project:

Date

Requested:

Requested by:

Reason for Change
Scope of Change
Project Impact (Schedule and Cost)

Approvals	
OpenGov	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit E - Software Services Agreement

This Software Services Agreement (this “Agreement”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 955 Charter Street, Redwood City, California 94063 (“OpenGov”) and the customer listed on the signature block below (“Customer”), as of the date of last signature below (the “Effective Date”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data**. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis (“Insights”), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data**. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback**. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer’s Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer’s Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the “**Receiving Party**”) agrees not to disclose any Confidential Information of the other party (the “**Disclosing Party**”) without the Disclosing Party’s prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the

receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) **Fees.** The fees for the Software Services for the Initial Term and any Renewal Term ("Software Services Fees") and the fees for Professional Services ("Professional Services Fees") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) **Inflation Adjustment.** OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 4% each year of the Renewal Term.

(c) **Invoicing and Payment.** OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) **Travel Expenses.** Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 **Credit Card Customers.** If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 **Taxes.** All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the “Initial Term”).

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the “Renewal Term” and together with the Initial Term, the “Term”).

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party’s option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to “OpenGov Vice President, Customer Success” at OpenGov’s address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer’s exclusive remedy and OpenGov’s entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5

(Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer: _____

OpenGov, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit F - Service Level Agreement

SUPPORT AND SOFTWARE SERVICE LEVELS

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

I. DESIGNATED SUPPORT CONTACTS, OPENGOV COMMUNITY & CUSTOMIZATIONS:

A. “**Designated Contacts**” are Customer identified users acting as primary liaisons between the Customer and OpenGov for technical support for the Software Services. Customer shall identify and appoint no more than the number of Designated Contacts as described in the subscribed Support Plan. Customer may be charged an additional fee for Designated Contacts in excess of the subscribed number. Customer shall notify OpenGov whenever Designated Contact responsibilities are transferred to another individual. Tickets submitted by someone other than a Designated Contact will be automatically closed and will not be acted upon.

Customer’s Designated Contacts shall be responsible for:

- submitting support tickets on behalf of the Customer
- serving as the primary points of contact for communications with OpenGov
- overseeing Customer’s support case activity
- developing and deploying troubleshooting processes within Customer’s organization
- resolving password reset, username and lockout issues for Customer
- providing technical staff to assist with non-Software Services issues such as network issues

B. Customer must opt-into OpenGov’s support portal (“Support Portal”) (i) to receive certain important information about updates and other changes to the Software Services and (ii) to take other required actions relating to support and use of the Software Services.

C. The commitments under this Support Exhibit do not apply to customizations, enhancements or other non-standard modifications to the Software Services requested or made by Customer.

II. SUPPORT FOR OPENGOV SOFTWARE SERVICES:

A. SUPPORT PLANS

OpenGov offers three types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

TABLE 1

	STANDARD	GOLD	PLATINUM
“Business Hours”	8am to 6pm Pacific Time	8am to 6pm Local Time	8am to 6pm Local Time
Number of Designated Contacts	Three (3)	Six (6)	Unlimited
ISSUE SEVERITY LEVEL**	INITIAL RESPONSE COMMITMENT***		
Type of Commitment	Service Level Targets	Service Level Agreements	Service Level Agreements
Urgent	One (1) Calendar Hour	One (1) Calendar Hour	One (1) Calendar Hour
High	Four (4) Business Hours	Two (2) Business Hours	One (1) Calendar Hour
Normal	One (1) Business Day	Four (4) Business Hours	Two (2) Business Hours
Low	Two (2) Business Days	One (1) Business Days	One (1) Business Day

*** The Issue Severity Levels are defined in Section II-A-1 below.*

**** OpenGov will use commercially reasonable efforts to respond (via OpenGov’s Normal Support Channels) to each support issue reported by the Customer within the applicable response time described in the table above, depending on the applicable severity level. “Business Days” are Monday-Friday, excluding holidays.*

1. Issue Severity Level Definitions

Severity Level Urgent: Customer experiences complete loss of use of the Software Services, meeting the definition of “Unavailable” in Section II-B-1 below and no procedural workaround exists, thereby blocking a Customer’s business operations.

Severity Level High: Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer’s business operations (excluding Software Service failures that qualify as Severity Level Urgent).

Severity Level Normal: Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer’s

business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level 1 or High).

Severity Level Low: Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

2. Assignment of Severity Levels: OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

B. SERVICE LEVELS

1. Uptime Commitment

The Quarterly Uptime Percentage for the Software Service will be ninety-nine and nine-tenths percent (99.9%) (the "**Uptime Commitment**"). Subject to the exclusions described in Subsection II-B-2 below, "**Quarterly Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. "**Unavailable**" and "**Unavailability**" mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a "**Failed Connection**"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

2. Exclusions from Quarterly Uptime Percentage

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

- 2.1** Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);
- 2.2** any issues with a third-party service to which Customer subscribes;
- 2.3** any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications;
- 2.4** OpenGov's suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;
- 2.5** the Software Service is experiencing an unforeseeable amount of user requests from Customer;
- 2.6** software that has been subject to unauthorized modification by Customer;
- 2.7** negligent or intentional misuse of the Software Service by Customer; or

2.8 “Beta” or “limited availability” products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection II-B-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer’s network, in order to diagnose the issue.

3. Process

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.