

RESOLUTION NO. 30039

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO ENTER INTO AN AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED, WITH VIEWPOINT GOVERNMENT SOLUTIONS FOR VIEWPOINT CLOUD SOFTWARE, IN THE AMOUNT OF TWO HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$271,470.00) FOR ONE (1) YEAR, WITH THE OPTION TO RENEW FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR TERMS, FOR A TOTAL OF THREE (3) YEARS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Administrator for the Department of Economic and Community Development to enter into an agreement, in substantially the form attached, with Viewpoint Government Solutions for Viewpoint Cloud Software, in the amount of \$271,470.00 for one (1) year, with the option to renew for up to two (2) additional one (1) year terms, for a total of three (3) years.

ADOPTED: August 20, 2019

/mem

Terms of Service

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

This is a contract between the City of Chattanooga (the Customer) and us (ViewPoint). It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. These terms are so important that we cannot provide these services unless you agree to them. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms and we will let you know when we do through the ViewPoint portal used to access your ViewPoint subscription.

1. Definitions

“Agreement” means these Customer Terms of Service and all materials referred or linked to in here.

“Billing Period” means the period for which you agree to pay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Initial Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

“Confidential Information” means all information provided by you or us (“Discloser”) to the other (“Receiver”), whether orally or in writing that is designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration or other consulting services.

“Customer Data” means all information that you submit or collect via the Subscription Service.

“Customer Purchase Order Standard Terms and Conditions” means all purchases of goods or services under this Agreement shall be governed by the City of Chattanooga Purchase Order Standard Terms and Conditions (“Customer Terms”) attached hereto as an Addendum and incorporated herein by reference. It is the understanding of the parties that by signing this Agreement, they agree that the Customer Terms shall control in the event of a conflict between the Customer Terms and any terms contained in this Agreement.

“ViewPoint Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service or Consulting Services.

“Order Form” or “Order” means the ViewPoint-approved form by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The purchase form may also be referred to as a “Statement of Work”, “Quote”, or “Proposal”.

“Sensitive Information” means credit or debit card numbers; personal financial account information; Social Security numbers; passport numbers; driver’s license numbers or similar identifiers; any information subject to regulations, laws or industry standards designed to protect data privacy and security, such as the Health Insurance Portability and Accountability Act and the Payment Card Industry Data Security Standards.

“Subscription Service” means our web-based permit management applications, tools and platform that you have subscribed to by an Order Form, and developed, operated, and maintained by us, accessible via <http://www.viewpointcloud.com> or another designated URL, and any ancillary products and services that we provide to you.

“Subscription Term” means the Initial Subscription Term and all Renewal Subscription Terms.

“Third-Party Products” means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

“Users” means your employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

“Record” means a single record created via the Subscription Service.

“Department” means a single department created via the Subscription Service.

“Record Type” means a single Record Type created via the Subscription Service.

“We”, “us” or “our” means ViewPoint Government Solutions, Inc.

“You”, “your” or “Customer” means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable billing statement, Order Form or Statement of Work as the customer.

2. The Subscription Service

a. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement.

b. Limits. Limits may apply to the number of Records created per year or Departments or Record Types created in the Subscription Service. Any limits will be specified in your Order Form and this Agreement.

c. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. But we will not make changes to the Subscription Service that materially reduce the functionality of the Subscription Service provided to you during the Subscription Term. We might provide some or all elements of the Subscription Service through third party service providers.

d. Additional Features. You may subscribe to additional features of the Subscription Service by agreeing to a new Order Form.

3. Customer Support

a. Support. Support is included in your Subscription Fee. We accept webform support questions 24 Hours per Day x 7 Days per Week from within the Subscription Service. Webform responses are provided during business hours only. We attempt to respond to webform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

b. Availability. We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

4. Consulting Services

You may purchase Consulting Services through an Order Form or Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. Unless otherwise agreed, all Consulting Services are performed remotely.

For Consulting Services performed on-site, you will reimburse us our reasonable cost for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of receipt of the invoice.

Hours purchased as part of a consulting package expire as set forth in the Order Form, but in any case no later than one hundred and eighty (180) days from purchase. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

5. Fees and Payments

a. Subscription Fees. The Subscription Fee will remain fixed during the Subscription Term unless you (i) exceed your applicable limits (see Section 2.b. above), (ii) change products or base packages, or (iii) subscribe to additional features or products, including additional Records. Where a price change applies to you, we will charge or invoice you under the new price structure, starting with the next Billing Period in the Subscription Term, except as provided below under "Fee Adjustments During a Billing Period". In order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs. We will monitor or audit remotely the number of Records in the Subscription Service. This information is also available to you on your Settings page in your ViewPoint portal.

b. Fee Adjustments in Next Billing Period. If you exceed your applicable limits in a Billing Period, then your Subscription Fee will be adjusted at the beginning of the next Billing Period up to the current base package and tier price which corresponds with the maximum number of Records or Departments from the prior Billing Period. This process will continue for each Billing Period during the Subscription Term. Our pricing and limits will be as set forth in your Order Form. We determine the number of Records and Departments in the Subscription Service. At your request, we will provide you with the detail we used to reach our conclusion. Once increased, your Subscription Fee will not decrease, even if there is a subsequent reduction in the number of Records or Departments.

c. Fee Adjustments During a Billing Period. The Subscription Fee will increase during the course of a Billing Period if you exceed your applicable limits in a Billing Period. The Subscription Fee will be adjusted up to the tier price which corresponds with your Records or Departments processed from the current Billing Period. The Subscription Fee will also increase during a Billing Period if you change products or subscribe to additional features for use during the Billing Period.

d. Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable at the beginning of the Initial Subscription Term and all subsequent Billing Periods, including upgrades. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

e. Payment against invoice. If you are paying by invoice, we will invoice you at the beginning of the Initial Subscription Term and at the beginning of each subsequent Billing Period. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

f. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

6. Subscription Term and Renewal

a. Initial Subscription Term. The initial subscription term shall begin on the effective date of your Subscription and expire at the end of the period selected during the subscription process (“Initial Subscription Term”).

b. Renewal Subscription Term. Unless one of us gives the other written notice that it does not intend to renew the subscription, this Agreement will automatically renew for the shorter of the Initial Subscription Term or one year (“Renewal Subscription Term”). Written notice of non-renewal must be sent no more than ninety (90) days but no less than forty-five (45) days in advance of the end of the Subscription Term. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and subject to the renewal pricing provided by ViewPoint, which shall not exceed a 7% increase from the prior Subscription Term. In addition, on renewal, the product usage limits specified in your Order Form will apply to your subscription, unless otherwise agreed to by you and ViewPoint. Should you decide not to renew, you may send the notice of non-renewal by email to sales@viewpointcloud.com.

c. End of Subscription Term. The Subscription Term will end on the expiration date and cannot be canceled before its expiration.

7. ViewPoint’s Proprietary Rights

This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws. The Subscription Service and Consulting Services belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Subscription Service and Consulting Services. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the ViewPoint Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us. ViewPoint, the ViewPoint logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment to you.

8. Customer’s Proprietary Rights

As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

9. Confidentiality.

The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

10. Customer Responsibilities.

To realize the full value of the Subscription Service and Consulting Services, your participation and effort are needed. Resources that are typically required from you include a Project Manager and a Technical Resource. Responsibilities that are typically required include planning of permitting processes; acting as internal liaison between permitting and other functions; providing top level internal goals for the use of the Subscription Service; and supporting the integration of the Subscription Service with other systems.

11. Publicity

You grant us the right to add your name and logo to our customer list and website.

12. Customer Data

a. Limits on ViewPoint. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law, this Agreement, and our Privacy Policy, located at <http://www.viewpointcloud.com/privacy-policy>.

b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in the United States.

d. No Sensitive Information. YOU AGREE NOT TO USE THE SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. WE WILL NOT HAVE ANY LIABILITY THAT MAY RESULT FROM YOUR USE OF THE SUBSCRIPTION SERVICE TO COLLECT OR MANAGE SENSITIVE INFORMATION.

13. Use and Limitations of Use

a. Prohibited and Unauthorized Use. You will not (i) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (ii) attempt to gain unauthorized access to the Subscription Service; (iii) access the Subscription Service other than through our interface; or (iv) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account by following the instructions at <http://help.viewpointcloud.com>.

14. Third-Party Sites and Products

Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warranty the Third-Party Site or Product.

15. Indemnification

Any liability of Customer to ViewPoint for any claims, damages, losses, or costs arising out of or related to acts performed by City under this Agreement shall be governed by the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101, *et seq.*

16. Disclaimers; Limitations of Liability

a. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, VIEWPOINT CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE AND CONSULTING SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SUBSCRIPTION SERVICE, AND THE CONSULTING SERVICES INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

b. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

c. Limitation of Liability. EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE TOTAL AMOUNTS YOU HAVE ACTUALLY PAID FOR THE SUBSCRIPTION SERVICE IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

d. Third Party Products. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE.

OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SUBSCRIPTION SERVICE TO YOU.

17. Termination, Suspension and Expiration

a. Termination for Cause. Termination for Cause will be governed by the Customer Terms.

b. Suspension for Prohibited Acts. We may suspend any User's access to the Subscription Service for: (i) use of the Subscription Service in a way that violates applicable local, state, federal, or foreign laws or regulations or the terms of this Agreement, or (ii) repeated instances of posting or uploading material that infringes or is alleged to infringe on the copyright or trademark rights of any person or entity.

c. Suspension for Non-Payment. We may suspend your access to all or any part of the Subscription Service upon ten (10) days' notice to you of non-payment of any amount past due. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If the Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

d. Suspension for Present Harm. If your website on, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service.

e. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will stop all use of the Subscription Service and ViewPoint Content. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

f. Retrieval of Customer Data. As long as you have paid all fees owed to us, within thirty (30) days after termination or expiration of your Subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. We may withhold access to the Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

18. General

a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service. If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at <http://www.viewpointcloud.com/terms-of-service> and we will let you know through the ViewPoint portal used to access your ViewPoint subscription. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

b. Contracting Entity and Applicable Law. Applicable law will be governed by the Customer Terms.

c. Force Majeure. Force Majeure will be governed by the Customer Terms.

d. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

e. **Relationship of the Parties.** You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

f. **Compliance with Laws.** We will comply with all U.S. state and federal laws in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

g. **Severability.** If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

h. **Notices.** Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To ViewPoint Government Solutions, Inc.: ViewPoint Government Solutions, Inc., 320 Congress Street, 5th Floor, Boston, MA 02210, U.S.A., Attention: General Counsel.

To you: your address as provided in our ViewPoint Subscription account information for you.

We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

i. **Entire Agreement.** This Agreement (including each Order Form and Statement of Work), along with our Privacy Policy and AUP, and the Customer Terms is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

j. **Assignment.** Neither party will assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without prior written notice to the other party.

k. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

l. **Contract for Services.** This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), or any substantially similar legislation as may be enacted, shall not

apply to this Agreement. m. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

n. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Fees and Payments', 'ViewPoint's Proprietary Rights', 'Customer's Proprietary Rights', 'Liability', 'Disclaimers; Limitations of Liability', 'Termination, Suspension and Expiration', and 'General'.

o. Precedence. In the event of a conflict between the terms of this Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control, but only as to that Order Form or Statement of Work.

IN WITNESS WHEREOF, the parties agree, through their authorized signatories below, to be bound by the terms and conditions herein.

ViewPoint

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Chattanooga

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF CHATTANOOGA

Direct all invoices to:
City of Chattanooga
Attn: Accounts Payable
101 E. 11th Street
Chattanooga, TN 37402



PURCHASING OFFICE
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Phone: 423-643-7230

Addendum

City of Chattanooga Purchase Order Standard Terms and Conditions

- ACCEPTANCE-AGREEMENT.** Contractor's commencement of work on the goods/non-professional services subject to the purchase order or shipment/performance of those goods/non-professional services, whichever occurs first, is considered an effective mode of Contractor's acceptance of this purchase order. Any acceptance of the purchase order is limited to acceptance of the express terms contained on the face of the purchase order and these terms and conditions. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance is objected to and rejected, but any proposals do not operate as a rejection of this offer unless the variances are in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services, but are considered a material alteration, and this offer will be considered accepted by Contractor without additional or different terms. Additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this purchase order are considered material and are objected to and rejected, but the purchase order does not operate as a rejection of the Contractor's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods/non-professional services.
- GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga ("City").
- COMPENSATION AND PAYMENT TERMS.** For the completion of the Work, City shall pay Contractor the contract sum set forth in the purchase order. Payments may be made in amounts which are consistent with percentage of goods/non-professional services completed and invoiced by the Contractor as set forth in the purchase order.

The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and purchase order numbers and receipt of purchased item(s). The City is not liable for delays in payment caused by failure of the Contractor to send invoice to the address referenced herein.
- INSPECTION/TESTING.** Payment for the goods delivered does not constitute acceptance of the goods. City has the right to inspect the goods and to reject any or all of the goods which are in City's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for may be returned to Contractor at its expense and in addition to City's other rights. City may charge Contractor all expenses of unpacking, examining, repacking and reshipping those goods. In the event City receives goods whose defects or nonconformity is not apparent on examination, City reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order will relieve in any way the Contractor from the obligation of testing, inspection and quality control.
- PRICE WARRANTY.** Contractor warrants that the prices for the goods or non-professional services sold City are not less favorable than those currently extended to any other customer for the same or similar goods or non-professional services in similar quantities. In the event Contractor reduces its price for the goods or

non-professional services during the term of this purchase order, Contractor agrees to reduce the prices charged to City correspondingly. Contractor warrants that prices shown on this purchase order are complete, and no additional charges of any type will be added without City's express written consent. Any additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating.

6. **STANDARD OF CARE.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances in the same area of practice. Contractor makes no warranty or guarantee, either expressed or implied, as part of this agreement.
7. **INDEMNIFICATION.** Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all Third Party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services or Software, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.
8. **INSURANCE.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
 - a. **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. **Professional Liability Insurance**, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not commence work on the goods/non-professional services until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
- ii. Contractor's insurance must be primary insurance as respects performance of subject contract.

- iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
9. **LIMITATIONS OF RESPONSIBILITY.** In no event is City liable for anticipated profits or for incidental or consequential damages. City's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. City is not liable for penalties of any description. Any action resulting from any breach of this Agreement by City as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
10. **PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING.** Contactor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to purchase goods from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.
11. **RECORDS RETENTION AND AUDIT.** The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.)
 - a. All records relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Project, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Project.
 - b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
 - c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed

pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this order or any part of this order at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed before the notice of termination, plus actual direct costs resulting from termination. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. Contractor must not unreasonably anticipate the requirements of this order.

13. **TERMINATION FOR CAUSE.** City may also cancel this order, or any part of this order, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this order for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **DISPUTE RESOLUTION.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
- b. The parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.

d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **DELAY IN PERFORMANCE.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of Project and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **HAZARDOUS MATERIALS.** Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The City and Contractor agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. City and Contractor also agree that the discovery of unanticipated hazardous materials may make it necessary for the Contractor to take immediate measures to protect health and safety. City agrees to compensate Contractor for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Contractor agrees to notify City when unanticipated hazardous materials or suspected hazardous materials are encountered. City agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Contractor harmless for any and all consequences of disclosures made by Contractor which are required by governing law. In the event the project site is not owned by City, the City agrees to inform the City of the discovery of unanticipated hazardous materials or suspected hazardous materials.

17. **COMMUNICATIONS.** Any notice to the City shall be made in writing to the address specified below:

City of Chattanooga
Attn: Purchasing
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
(423) 643-7230

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

18. **WAIVER.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type
19. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
20. **INTEGRATION.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, as set forth in the Purchase Order, are hereby incorporated into and shall become a part of this Agreement.
21. **SUCCESSORS AND ASSIGNS.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.
22. **ASSIGNMENT.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent Contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent Contractors, associates, and subcontractors so employed.
23. **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.
24. **RELATIONSHIP OF PARTIES.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
25. **NON-DISCLOSURE.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.
26. **NON-DISCRIMINATION.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

27. **DRUG FREE WORKFORCE.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
28. **FEDERAL OR STATE FUNDING.** In the event that the Project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.
29. **COMPLIANCE WITH LAWS.** The City has entered into this agreement with Contractor relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

EXHIBIT A

Statement of Work

Viewpoint shall deliver a user friendly product to the City of Chattanooga.

After deployment and go live date, Viewpoint shall provide prompt customer service and an online Customer Help Center where customers can submit tickets twenty-four (24) hours a day, seven (7) days a week.

All transactions in ViewPoint Cloud shall be secured with 256-bit HTTPS encryption. The system shall be PCI-DSS compliant for safe and secure online payments.

Viewpoint Cloud shall provide the City of Chattanooga with a workflow automation engine designed for scalability. The City of Chattanooga should be able to create workflows on existing processes. Application Administrators must be able to create multi-step review processes.

ViewPoint Cloud shall provide a one-stop service portal for Chattanooga area builders and contractors. This portal shall be used to submit applications, pay fees online, schedule inspections and communicate with reviewers. This portal shall offer real-time tracking of their application status and provide automatic email notification when a status changes. All transactions shall be automated and shall work with existing financial systems.

The City of Chattanooga (including the Land Development Office, the Treasury Office and other departments as needed) will share business processes with ViewPoint. Viewpoint shall consider each group (building, zoning, front counter, etc.) to analyze existing business processes to make software best suit the group's needs. ViewPoint may give advice to automate, replace, eliminate, or streamline processes.

ViewPoint shall take what has been gathered in the analysis stage and map out how the software is to be used to meet those needs. ViewPoint will create a plan of implementation and configuration.

ViewPoint shall be responsible for migrating existing data from Accela to the new system.

- Permits to include every permit type
- Licenses to include every license type

- All associated record type data (a record type could be a permit, a license, a zoning or Board case, an enforcement case, etc.), including documents, fee payment information, historical activity, custom field data, or other associated data.

Viewpoint shall create a daily Fee Payment By Account Report - City to provide an MS Excel template containing account codes from which ViewPoint will create a report to match City format. Report must be in MS Excel.

ViewPoint Cloud shall give supervisors the ability to run statistics on inspections. They shall have the capability to search by date range, view inspection counts per inspector or by group of inspectors. Each inspector shall have a report showing their list of inspections for the day. They shall create a report that assists in workload balance.

Supervisors shall also have the ability to view statistics on workflow tasks. They shall have the ability to analyze what the average completion time is for an individual staff member or group of staff members.

Viewpoint Cloud shall provide live access to City data via a read - only SQL account. ViewPoint Cloud shall provide all records pertaining to permitting, licensing, enforcement cases and Inspections. Viewpoint Cloud shall provide all associated data with each of these records, including but not limited to: fee schedule, workflow configuration, expiration configuration, inspection configuration and custom fields. The City of Chattanooga shall have complete ownership of this data.

The COC must be provided with a test environment. This will be used to test and visualise newly generated record types or to experiment with new configuration options. Additional annual fees will apply.

All items in RFP 177141 shall be part of this list of deliverables. This list is not exhaustive and could include additional items that will be mutually agreed to. Additional costs for additional items may apply.

ViewPoint Cloud shall use existing ArcGIS Server REST services, provided by Hamilton County GIS to access assessor's data and other GIS web services.

ViewPoint Cloud has provided for three (3) end user training sessions per the RFP proposal pricing which can be used for the Land Development Office and to the best of our ability ensure staff are comfortable with the new software platform. End users must be proficient with the back office software before we launch the public-facing website. [1]

Data that is integral to licenses managed by State of Tennessee but with fees paid to City of Chattanooga

For the State Licenses component, there are two proposed solutions. One is "Auto-Fill" (Data set of State licensing credentials for applicants to include their State License credentials with their City application form submission) where ViewPoint Government Solutions will avail the data set from the State in the application form for applicants to find themselves as confirmation of meeting the State requirement. The information flowing back to the State is ear-marked for the "Record Data Export" which will export for send - "City data for Business Licensing export to provide to the State"

The process desired is as follows:

1. City staff goes to www.tn.gov to enter information, such as the business name, ID number, etc.
2. ViewPoint interface allows data from www.tn.gov to automatically transmit to City of Chattanooga ViewPoint Cloud data set
3. City of Chattanooga ViewPoint Cloud will use the same business license number that the state uses. (City wants the business license that comes from the State to go into the ViewPoint Cloud, we want to be consistent with the State.) ViewPoint Cloud will only assign the permit numbers.
4. City of Chattanooga ViewPoint Cloud provides (out-of-box) an integrated solution to collect payment from the business at no cost to the City. Payments can be made by credit card, debit card, ACH, e-check, and/or bank transfer.
5. Treasury collects payments
6. Treasury creates reports

General Requirements

Following are the requirements for PS(Permitting system). Please see the software standard requirements starting on page 20 of RFP 177141. We would like a user friendly system that allows applicants to make their transactions online instead of coming to the Land Development Office, and that allows inspectors to interact with the permitting system out in the field and do away with the need to come back into the office. We are not able to do this with our current system.

ViewPoint Cloud shall deliver the following general times.

- **The permitting system shall be a web based solution and shall function on any web browser and on any tablet (Android and iOS)**
- **The Application System Administrator must be able to configure all End-User settings, without the need to rely on the IT Department or vendor's help desk.**
- **Must have online help files and website with the most up to date version of support.**
- **Must supply eTraining videos on Vendor's website to refresh Users on standard functionality.**
- **End-Users must have the ability to edit and save their own search parameters.**
- **Users must be able to search on any field within the database by custom fields developed over time.**
- **Users must be able to search notes by keyword.**
- **System must be flexible enough to allow for End-Users to determine information displayed on their screen.**
- **Users must be able to select from different displays to personalize their own screens.**
- **Managers must have a real-time dashboard to display dynamic charts & graphs.**

- **Application System Administrators must be able to create new fields and screens after implementation.**
- **The permitting system must have automatic email notifications sent to users when assigned activities .**
- **Users must have the ability to create, assign and maintain approval groups and to manage data access.**
- **Front counter users shall be able to provide detailed audit trails/reports for financial activity.**
- **The Permitting System shall provide a configurable, flexible workflow management system to automate business processes performed by each department and agency involved with the development review process.**
- **Users shall be able to place warnings, holds and restrictions on a record.**
- **Users must be able to view and link to all related records.**
- **Users must have the ability to enter notes with unlimited characters.**
- **Assign permit, project, code violation, and complaint types to specific departments.**
- **Application Administrators must be able to customize workflow according to our business processes.**

ViewPoint Cloud shall deliver the following reporting capabilities.

- **The Land Development Office must be able to report on the length of time it takes to complete a task in the workflow process.**
- **End-Users must be able to customize reports.**

- Users must be able to create queries on the fly and save those queries for future use.
- The permitting system must have the ability for users to select favorite reports and group them into folders for future use.
- Researchers must be able to view a preview of the report prior to executing.
- Users must be able to export reports into an Adobe PDF, or MS Excel/CSV format.
- Users must be able to select different date ranges to view report information.
- Users must be able to print and attach a Report to a record within a single step.
- Report of all changes to a file (changed from, date/time stamp, user that changed record).

ViewPoint cloud shall deliver the following items related to inspections. All capabilities that pertain to end-user inspectors shall be accomplished in the field.

- The permitting system must have the capability where Inspectors can view all of the inspections assigned to them, and log the results to those inspections.
- Managers must be able to quickly re-assign a group of inspections to a new Inspector.
- The Application Analyst must be able to configure different checklists for each inspection type.
- Inspections must be auto assigned based on inspector area mapped in GIS.
- The permitting system must be able to insert a re-inspection fee based on the failed status of an inspection.

- The permitting system must be able to automatically email the contractor/developer of inspection results.
- The permitting system must allow previous inspections approved, before accepting the next inspection type.
- The permitting system must be able to use GIS information to automatically route an inspection to a default Inspector based on a geographic area.
- Inspectors must be able to attach photos to an inspection.
- Application Administrators must be able to change the status codes of an inspection to our agency's terminology.
- The permitting system must be able to associate a unique amount of time with each inspection type, to allow for a daily "cap" of inspections. (upcoming feature)
- Managers must be able to reassign inspections to other inspectors.
- The permitting system must require previous inspections to occur before allowing for subsequent inspections to be added.
- The permitting system must have the ability to generate confirmation email to inspection requester.
- The permitting system must have the ability to alter inspection sequences for individual permits.
- Inspectors must have the ability to issue stop work notices.
- There must be the capability to be able to access all property information while mobile.
- There must be the capability to configure security to assure that only authorized persons are allowed to sign off on an inspection.

- There must be the capability for remote data entry.
- There must be the capability to provide the appropriate capabilities to allow users to operate in the field with hand-held devices, iPads or with laptop computers.
- There must be the capability to view attachments in the field.
- Inspectors must be able to obtain a list of scheduled inspections for a defined date in the field.

ViewPoint Cloud shall deliver the following capabilities pertaining to code enforcement.

- The permitting system must allow multiple violations to be added to a single case while tracking each resolution and status individually.
- The permitting system must track follow-up dates to ensure the issue is resolved.
- The permitting system must be able to view/add restrictions to the parcel when a case is created.
- The permitting system must be able to attach images to the Case.
- The permitting system must be able to create a Case Details Report which itemizes all details pertaining to the case, including the photos attached.
- The permitting system must be able to Easily create MS Word or pdf letters and merge data from system into letter.
- Users must be able to track all activities on the record, including when a phone call is made, a letter is printed, etc.
- The permitting system must be able to automatically assign a case to a default officer if received from online.

- The permitting system must be able to automatically flag a parcel when certain code cases are created, to prevent permits from being issued.
- The permitting system must be able to restrict access to the complainant information to only Code Officers.
- The permitting system must be able to allow code officers to enter results of their inspections including items for correction in the field online or offline (upcoming feature)
- The permitting system must be able to have the ability to create code violation cases related to permit inspections in the field.
- The permitting system must be able to have the ability to record and track resident complaints for building code violations.
- The permitting system must be able to allow the user to enter resident complaint information using a drop-down list of user-defined complaints.
- The permitting system must be able to import City ordinances and national codes (ICC, NFPA) (maintains updated code) as provided by City.
- The permitting system must be able to accommodate a user-defined and user-maintained fee schedule.
- The permitting system must be able to override default fees/fines on an individual case (with appropriate user security permissions).
- The permitting system must be able to allow staff to flag a property to indicate safety or other considerations (i.e., property owner/tenant has a history of threatening City employees).
- The permitting system must be able to allow the City to determine the information that is made public by a private or public flag.

- The permitting system must be able to track fines through final collection process.
- The permitting system must be able to flag a violation as a repeat violation.
- The permitting system must be able to access the system remotely via laptops and wireless mobile devices for the purpose of querying violation history and other codes detail.

ViewPoint Cloud shall deliver the following capabilities pertaining to project planning.

- The permitting system must be able to track plan review by address and review results from reviewers in multiple departments.
- The permitting system must be able to provide for logging dates sent, reviewed, due, rejected or approved for multiple reviewers, as well as a remarks area for each reviewer.
- Users must be able to track multiple submittals on any project.
- The permitting system must be able to create a list of standard comments for plan review.
- The permitting system must be able to link multiple permits, cases, plans and licenses to a single master project.
- The permitting system must be able to support multiple parcels & addresses (unlimited) for each plan case.
- The permitting system must be able to automatically “route” the application information to users whose input is required.
- The user must be able to attach associated plans to record.

- Supervisors must be able to track inspections by type, inspector, scheduled date and completed date.
- Land Development Employees must have the ability to define and add standard conditions as well as free form condition information.
- Users must be able to track contact information of contractors, applicants, property owners, etc.
- The new permitting system must have the ability to use fully integrated Electronic Plan Review solution for red lining, comments, concurrent plan review and comparison tools from one submittal to the next.
- Users must be able to View full history of project including changes made and who made changes in a timeline view.
- Users must be able to track performance bonds.
- Users must be able to track tasks associated with bonds.
- Users must be able to take bond payments with ability to release partial payments and track associated notes.
- Users must be able to provide notification of bond activity and expiration.
- Users must be able to notify the contractor or applicant of pending application items at City-defined intervals.
- City staff must be able to notify permit holders of key deadlines approaching on a project (as defined by the City).
- Users must be able to allow GIS mapping to identify parcels related to an application.
- Users must be able to drill down to companion applications associated with master record.

ViewPoint Cloud shall deliver the following GIS capabilities.

- **Must be an ESRI Business Partner.**
- **Must integrate with ESRI ArcGIS Server.**
- **The new permitting system must allow for the assignment and reassignment of property addresses to parcel numbers.**
- **There must be a real-time link to GIS data.**
- **There must be the capability to create GIS maps that display queried data.**
- **There must be the capability to view detailed parcel information from GIS application.**
- **There must be the capability to access summary information and related records from map.**
- **There must be the capability to provide workflow rules based on spatial data.**

Viewpoint Cloud shall provide the following items for an online citizens access portal.

- **The permitting system shall be able to accept payments twenty-four hours a day and seven days a week.**
- **Information must be able to view posted real-time to the database.**
- **Citizens must be able to apply for simple permit types online.**
- **Citizens must be able to pay for outstanding fees online.**

- Citizens must be able to have a shopping cart feature that users can log into and pay for fees.
- Citizens must be able to upload plans and any attachment type online.
- The permitting system must be able to require certain fields and collect custom information during online entry.
- Citizens/contractors must be able to request inspections online.
- Citizens must be able to file a new project online.
- Citizens must be able to view the status of a permit, project, license or case online.
- Citizens must be able to allow outside inspectors and plan reviewers to input results & comments online.
- Application System Administrators must be able to change the configuration and preferences of the online system.
- Citizens must be able to apply for a new trade license online.
- Citizens must be able to view and add attachments online.
- Citizens must be able to renew trade license applications online.
- Citizens must be able to view the plan review notes and comments online.
- Citizens must be able to add attachments online.
- There must be a user dashboard of all permits, projects, licenses, etc. a logged in user is linked to. With the ability to schedule/cancel inspections, pay fees, print permits, etc.
- The permitting system must be easy to learn and doesn't require technical (IT) support.

- The permitting system must support administrator dashboard with up-to-the-second behavior and activity details.
- The permitting system must allow user to print and save report snapshots.

ViewPoint Cloud shall provide the following license management capabilities.

- The permitting system must allow comprehensive License History tracking by User, date, time stamp.
- The permitting system must allow automatic Renewals and fee calculations.
- The permitting system must allow unlimited user-defined license types & auto-generated license numbers.
- The permitting system must be able to Track multiple licenses per single Business.
- The permitting system must be able to track Registration, Insurance and Expiration information.
- The permitting system must be able to perform automatic inspection, reviews and fees based on the type and sub-types.
- Must have the ability to provide an online portal for businesses and property management companies to update business information including tenants located in office parks, strip malls, etc.
- Ability to add, inactivate, modify, etc., all business license accounts with appropriate system permissions.
- Ability to display the business license account number when querying a business account.
- Ability to display all delinquencies across modules when querying a business account.

- **Ability to track the compliance of each business with approvals necessary from external organizations based on the type of license.**
- **Ability to allow the City's customers to renew and pay a business license fee via the internet, and in doing so, provides security measures to protect customers data and assure data confidentiality.**
- **Ability for customers to submit imaged documents in support of a Business license Application or Renewal.**
- **Ability to view and print all information and business license status for a business license account and all related accounts.**
- **Ability to calculate prior year business license fees.**
- **Ability to create license records for the next year from the license records in the current year, based on user-defined effective date.**
- **Ability to provide a "Reason Code" field that includes all reasons for a fee adjustment.**
- **Ability to change Doing Business As (DBA) name without re-processing the application.**
- **Ability to print a bill for a license fee due without issuing the license.**
- **Ability to flag accounts for inconsistencies, reporting discrepancies, and/or the suggestion to audit such account.**
- **Ability to print and reprint bills in-house.**
- **Ability to apply a late payment penalty.**
- **Ability to allow the City to create a user-defined penalty.**

- Ability to plot geographic locations for all business license accounts utilizing Geographic Information System (GIS) functionality.
- Ability to query GIS data when adding a new business to determine if it is within the City or not.

ViewPoint Cloud shall provide the following capabilities for trade license management

- Tracks Unique Contractor number.
- Unlimited User-defined Contractor types.
- Tracks company and contact info, address, email, phone, fax, etc.
- Tracks Primary and Sub-Contractors.
- Supports Unlimited Contract License Types per Contractor with associated Expiration Cycles.
- Internal Flagging for Licensing issues.
- Comprehensive Activity Tracking (i.e. Permits, Plans, Code Cases, Inspections, etc.) and quick access to this information.
- Multiple Invoice Management / Individual Fee Payments.
- Supports Free Form Entry Fields for Comments related to individual contractors.
- Link contact information to associated projects and activities.
- Ability to send email notifications or notification to a cell phone or pager using text messaging capabilities.
- Ability to duplicate contact information from one contact type to another.

- **Ability to enter Trust Account information.**
- **Ability to add alerts/flags to contact information, e.g., they can only pay in cash for writing bad checks.**

Software Standard Requirements

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any software product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

Definitions

- **API:** Application Program Interface; functions and procedures available to developers by which certain software functions may be automated.
- **COTS:** Commercial, Off-the-Shelf software. This refers to software packages by the City of Chattanooga as opposed to custom software written for the City of Chattanooga (either by a vendor or Applications Development).
- **Geocoding:** A method by which a street address is converted to information for mapping or other geolocation purposes.
- **LTS:** A Long-Term Support version of a given software package. Vendors sometimes alternate between LTS and non-LTS version; LTS should be selected for enterprise use in most cases.
- **No SQL:** A non-relational DBMS. This format is increasing in popularity at the time of this writing.
- **SME:** Subject-Matter Expert; an end-user that is exceptionally well versed in a particular software package, prepared for and available to provide guidance to his or her peers.

Purpose

This document should serve as a guide for the selection, purchase, and implementation of Commercial Off-the-Shelf (COTS) software, as well as any custom software developed for or by the City of Chattanooga.

Scope

This procedure applies to all DIT staff who make decisions with regard to the purchase of COTS software, and DIT partners who seek to purchase and use COTS software.

Likewise this applies to custom-developed software created for or by the City of Chattanooga

Responsibility

Any City of Chattanooga staff member, whether a member of the DIT or not, who is involved in the decision-making process for the purchase and selection of COTS software or custom-developed software created for or by the City of Chattanooga.

Policy

- Business Rules

Users must be able to create, read, update and delete data for the purpose of business licenses.

- Database Systems:

COTS software must use an approved Database Management System (DBMS) from the following

list, based upon what is currently in use at the City of Chattanooga and what is regarded as acceptable industry-wide for enterprise use: Microsoft SQL Server, Oracle MySQL/MariaDB, PostgreSQL, NoSQL (MongoDB/Cassandra).

- Data:

○ Data Access:

- Legacy data from existing, Accela-Automation system must be migrated into new PS system. All fields pertaining to trade licenses, permits and inspections must be mapped and copied over to the new PS. This migrated data should be searchable by permit number, date range or address.
- Vendor must provide an industry-standard method of accessing stored database information:
- Vendor must provide documentation of methods;
- Vendor must provide reasonable support for said methods.

○ Data Ownership:

- Data must belong to the City of Chattanooga.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

● Upgrades:

○ Database as provided must be the current production/LTS version of the DBMS or its -1 version. Vendor should agree to database upgrades as follows:

- A new DBMS release is deemed "current" when it has been in production release for 180 days;
- Upon designation of a new "current" version, the previous "current" version becomes Current -1;
- The previous Current -1 goes into a 270-day countdown period, by then end of which vendor should make available the current version.

● Address validation:

- An approved ESRI geocoding service must exist for the validation of entered and modified street addresses;

- Address data should come from Hamilton County GIS to be used in any COTS application
- Hosting: *(also refer to Appendix E: Cloud/Hosted Solution Standards)*
- Software must be hosted by vendor or approved alternative. Hosting agreement must include:
 - Technical Support
 - Test instance(s)
 - One (1) or more as deemed necessary, additional costs will apply;
 - Regular clones from production instance to test instance(s) must be provided;
 - A mechanism by which an additional test instances can be requested, should be provided.
 - Interfaces
 - Vendor should provide accessible interface “hooks” via tools such as APIs and/or web services, additional costs will apply
- Support:
 - Technical Support
 - Issues relating to network and client devices (desktops, laptops, tablets, etc.) shall be provided by DIT when relevant;
 - The software vendor and/or a third-party vendor must provide other forms of technical support as it pertains to the ViewPoint Cloud software and purchased integrations/services under this contract only.
 - Functional Support
 - Vendors should provide access to an online user community supported by and/or participated in by vendor representatives;
 - Vendor must provide an avenue for functional support, whether through said vendor or an approved third-party.
- Maintenance:

- Vendor to provide patching schedule and version upgrade roll out;
- Standard managed services.
- Training:
 - Vendor Commitment:
 - Vendor to provide training material for all software versions;
 - Vendor should provide release notes for new versions or patches including pushed notifications for security related fixes.
 - Vendor to provide at minimum “train the trainer” sessions during initial installation and as needed after major upgrades.
- City Departmental Partner Commitment:
 - Sponsoring partner must designate an appropriate number of SMEs (based upon planned user base);
 - Partner shall provided for initial and ongoing training of said users including, but not necessarily limited to:
 - In-person, instructor-led online, or CD/DVD based-training;
 - Periodic attendance of user groups and conferences.
 - Partner shall name replacements and/or new SMEs when necessary and provide for their training.
 - Sponsoring partner must provide for and agree to an internal methodology by which end-users may contact SMEs for education and issue resolution.
 - Sponsoring partner must designate one or more SMEs to act as liaisons to vendor support if required by vendor.

Cloud/Hosted Solution Standards

The items set forth below are intended to be informational and provide a minimum list of expected requirements for any cloud-based product. It is not exhaustive and is not intended to serve as a contract or a replacement for or exhibit to the City Purchase Order Standard Terms and Conditions. It would be expected that the items on this checklist would be incorporated

into a contract or exhibit to the City's Standard Terms to be agreed upon and signed by the contracting parties.

User Licenses

- Specify the quantity of licenses provided to cover the number of users.
- User license types (Concurrent or Seat).
- Renewal options (Subscription or Maintenance).
- Are user licenses transferable?

Service Level Agreements

- Identify the amount of guaranteed "uptime".
- Describe the process and timeline for dealing with "downtime".
- Describe the consequence for any failures (including credits, etc.).
- Notification process of outages and resolution.
- Service package offerings for support (Silver, Gold, Platinum).
- Patch testing to be performed in Test environment with designated City Staff for sign-off and approval.

Data Management

- Data to be hosted and managed by Provider.
- If Test environment is provided - must be maintained and kept current with production.
- What options are available for pulling and pushing data (API, Web services, Database access)?

Ownership of Data

- Data belongs to the City.
- Provider does not acquire any rights or licenses to use the data for its own purposes by virtue of the transaction.
- Provider is obligated to return the City's data in both the Provider's format and in a platform-agnostic format.
- Provider does not acquire or may not claim any security interest in the data.

Data Retention

- Provider to retain all City data consistent with City Retention requirements and all local, state and federal laws.
- Provider to destroy all City data on provider's server within thirty (30) days of written request by the City.

Location of Data

- Location and process that the data is stored and backed up. security
- Backup should be stored in multiple physical locations for disaster recovery purposes

Certifications for specific information types

- Provider to produce any required certification for specific data/information types (e.g. PHI, CJI, etc.).
- Provider to identify any special requirements or restrictions for particular information (cont.) or data types (e.g. if a separate agreement must be entered to store PHI).

Data Accessibility

- Vendor should provide a methodology by which the City can access the data via scheduled ETL (extract, transform, and load) processes.

Data Security

- Provider to specify the specific independent security standard utilized by the Provider.
- Provider to provide an audit (SAS70/Type II audits).
- IT to obtain and review the appropriate audit report before contracting.
- Provider to provide notice of security/data breaches immediately upon learning of such a breach. This notification is in addition to any breach notification requirements set forth in local, state or federal law.
- Logging capabilities that will be available.

Emergency Security Issues

- Describe the objective standard that applies to emergency suspension of services and include a materiality component or similar threshold.

Data Privacy

- Provide the privacy policy that describes the different types of information collected; how it is used, disclosed, and shared; and how the provider protects the information.

Data Encryption

- Provide the encryption of data in both transmission and storage (“at rest”) and explain the encryption standards applied.
- Provide the level of encryption.

Data Redundancy

- Explain the data backup practices, including the frequency of the data backup as well as ongoing access to the data or the delivery of such data to the City.
- Provide any redundant paths.

Data Conversion

- Provider to identify whether any data conversion must take place in order to make the software available to the City and at termination of the agreement in order to return data to the City.
- Provider to provide cost estimates for any hourly rates that may apply to such conversion.
- The cost of any initial data conversion must be included in the initial fee schedule or invoice.
- Conduct appropriate testing to verify the simplicity of the provider’s mapping scheme.

Cyber Security Insurance

- Provider to identify whether it carries cyber security insurance.
- Provider to add the City as an additional insured to any cyber security policy and provide a certificate of insurance naming the City as an additional insured.

Electronic Discovery (e-discovery)

- Identify the format in which data will be produced in the event of a discovery request.
- Identify tools are available to access City data in the event of an e-discovery need.

Suspension of End User Accounts

- Suspension of end user accounts for violations of AUP or terms of service are limited to material violations or violations that significantly threaten the security or integrity of the Provider's system. With "material" and "significant" to be clearly defined.

Suspension and Termination of Service

- Provider to identify the events or conditions that would allow for suspension or termination of services
- Provider must provide a minimum 60 days advance notification of suspension and termination of services.
- Provider must identify the basis for the suspension or termination.
- Provider must give adequate time for the City to make arrangements for migration of its data and the identification of a new service provider.
- Provider must ensure the data remains available to the City, in a usable format, for a specified period of time following a termination.
- Regardless of the reason for the termination, Provider must return the data to the City in an agreed upon format within 30 days of termination.
- If suspension is due to Provider fault, no payment will be made for the period of suspension or Provider will credit the City for any days when the service is suspended.

Warranty

- Provider to warrant that the service conforms to and will perform in accordance with its specifications and that it does not infringe on any third-party intellectual property rights.

Incorporation of URL Terms

- While it may be reasonable to deal with technical standards and guidelines or other "non-legal" matters elsewhere, all legal terms must be included in the contract itself or attached as an Exhibit.

- Provider must provide direct, individual notice sufficiently in advance of the effective date of any amendments to incorporate terms, along with the right to terminate if such amendments are unacceptable or materially detrimental to the City's interests.

Exhibit B - Part I



Proposal Information

Created Date	6/12/2019	Contract Start Date	8/1/2019
Quote Number	201811-492	Contract End Date	7/31/2020

Municipal Information

Account Name	City of Chattanooga	Name	Deidre Keylon
Billing Address	101 E 11th St Chattanooga, Tennessee 37402-4247 United States	Phone	(423) 643-7231
		Email	dmkeylon@chattanooga.gov

Investment Line Items

Product	Product Description	Product Code	Total Price
ViewPoint Cloud	<p>For unlimited departments (initially Building, Code Enforcement, Planning and Zoning, Licensing) Accept online requests, route through workflows, manage approvals, collect payments, and issue permits.</p> <p>Allows for public inspection requests, inspection scheduling, mobile field inspections, and inspection reporting.</p> <p>Also you will be able to create renewal campaigns on any record type that is currently active in ViewPoint Cloud.</p> <ul style="list-style-type: none"> • Unlimited Users • Support & Maintenance • All Hosting & Storage • All Updates & Upgrades <p>Unlimited usage annually for the Department(s) and/or record types listed.</p>	Annual Recurring	\$121,440.00
ESRI Integration Support	ArcGIS Server 10.x web service accessible outside of the community's local intranet.	Annual Recurring	\$1,380.00
Flag integration (per system) Ongoing Updates	Import a list of flags into ViewPoint Cloud.	Annual Recurring	\$1,380.00
Master Address Table Annual Support	<p>Address data should come from Hamilton County GIS</p> <p>Integrate your Master Address Table into ViewPoint Cloud for a weekly import of all location information. This will replace the automated Google Maps Address Search. It will be the municipalities responsibility to provide ViewPoint with the file initially and ongoing for any updates.</p> <p>Requirements: Same as 1 time import, plus (at least) read-only any-time access to the MAT database which must contain the parcel properties latitude/longitude coordinates.</p>	Annual Recurring	\$2,760.00
Finance Software Integration Support	Ongoing support for integration with finance software to import transactions from ViewPoint Cloud into your finance/accounting system.	Annual Recurring	\$2,760.00
AutoFill Interfaces Support	Import City ordinances and/or national codes (City will provide) per data set Managed AutoFill ViewPoint-managed with premium search and unlimited rows - \$1,200 annual (Per dataset)	Annual Recurring	\$1,380.00
Record Data Export - Automate/Ongoing	Export data to be used in other another program for more robust reporting Have ViewPoint export record data on a nightly basis for consumption by another system	Annual Recurring	\$2,760.00
AutoFill Interfaces Support	<p>Ongoing Data set updates for State licensing credentials for applicants to include their State License credentials with their City application form submission</p> <p>Managed AutoFill ViewPoint-managed with premium search and unlimited rows - \$1,200 annual</p>	Annual Recurring	\$1,200.00

• This quotation may be multiple pages, please ensure you have all pages to include the signature authorization section

	(Per dataset)		
Record Data Export - Automate/Ongoing	Ongoing export of City data for Business Licensing submission to the State Have ViewPoint export record data on a nightly basis for consumption by another system	Annual Recurring	\$2,400.00
Bluebeam Integration	City is responsible for licensing of product - Ability to use fully integrated Electronic Plan Review solution for red lining, comments, concurrent plan review and comparison tools from one submittal to the next. On any attachment, click "Open in Bluebeam Studio" to start or continue a collaborative document markup/review session in Bluebeam. Bluebeam access not included. Requires Bluebeam license(s).	Annual Recurring	\$2,760.00
ViewPoint Cloud Test Environment	Single instance of ViewPoint Cloud for City test and build purposes (Sandbox) Access to a test environment of ViewPoint Cloud	Annual Recurring	\$3,600.00
Implementation & Deployment Services	ViewPoint will train administrative staff and provide implementation services for your first 3 departments (additional department deployment services may be requested for an additional investment if required) ViewPoint will provide implementation services for each department you subscribe for these services. This service spans the duration of department deployment from beginning to go-live, during which time ViewPoint will set up your records as we collaborate on tailoring the system to suit your community. Intended for 1-3 administrators and/or your Project Manager. ViewPoint Cloud will provide professional services consulting and best practice recommendations, delivered remotely. This involves interacting with your project manager and at times department(s) staff for setting up record types for the department(s) and covers forms, fees, attachments, workflows, access rights & document outputs. Additional sample curriculum includes: <ul style="list-style-type: none"> • Defining citizen service goals • Developing an online permitting strategy • How to customize forms and workflows • Testing & Training best practices 	One Time	\$65,000.00
Onsite Implementation Services	ViewPoint Customer Success Manager will spend 5 days onsite with City staff - additional days may be added @ \$500/day + T&E Added to department implementation fee, plus travel + expenses billed separately Includes number of days listed onsite - Days to be used for information gathering, configuration work with municipal admin(s), administrator/end user training and/or go-live support	One Time	\$2,500.00
End User Education Course	For 3 End User Training Sessions of up to 15 participants per session Expert assistance from a ViewPoint education specialist. Intended for end user staff. Price per department for single 2-hour end-user training webinar + recording. End Users will learn necessary skills to perform their jobs in the ViewPoint Cloud environment.	One Time	\$9,000.00
ESRI ArcGIS Server Integration	Integrate ViewPoint Cloud with your ArcGIS Server. This will replace all Google Maps views with your published ESRI map.	One Time	\$1,150.00
Flag integration (per system)	Import a list of flags into ViewPoint Cloud. (per system/dataset)	One Time	\$1,150.00
Master Address Table One Time Import	Address data should come from Hamilton County GIS Import all of your location information from your Master Address Table into ViewPointCloud. This will replace the automated Google Maps Address Search. Requirements: A clean master address table including all of the community's location information and must contain the parcel properties latitude/longitude coordinates, as well as at least 1 unique ID field. ViewPoint does not take responsibility for 'dirty' data.	One Time	\$2,300.00
Finance Software Integration	Integration with finance software to import transactions from ViewPoint Cloud into your finance/accounting system.	One Time	\$2,300.00
	Import City ordinances and/or national codes (City will provide) per data set	One	

AutoFill Interfaces	Managed AutoFill ViewPoint-managed with premium search and unlimited rows - \$1,000 setup (Per dataset)	Time	\$1,150.00
Record Data Export - Setup	Setup the export of data to be used in other another program for more robust reporting Have ViewPoint export record data on a nightly basis for consumption by another system	One Time	\$2,300.00
AutoFill Interfaces	Data set of State licensing credentials for applicants to include their State License credentials with their City application form submission Managed AutoFill ViewPoint-managed with premium search and unlimited rows - \$1,000 setup (Per dataset)	One Time	\$1,000.00
Record Data Export - Setup	Setup of City data for Business Licensing export to provide to the State Have ViewPoint export record data on a nightly basis for consumption by another system	One Time	\$2,000.00
Historical Data Migration	Migrate historical records (per system) refer to "Notes" section below - Legacy data from existing, Accela-Automation system	One Time	\$19,800.00
Historical Data Migration	For documents/attachments to be migrated from legacy Accela system - refer to "Notes" section below	One Time	\$18,000.00

Total Investment from Items Above			
		Total Price	\$271,470.00

Notes For an Unlimited City Wide license

For data to be migrated:

Data Migration and File Requirements:

- Each migration must have a central records file with a unique ID and all information that is 1 to 1 with each record.
- All many-to-one information (i.e. payments, inspections) must be provided in separate files with each item referencing the unique ID of the corresponding record
- Files must be provided in a flat-file format (csv, txt, or xlsx) with column headers in the first row. Names of files should indicate their contents
- The file must not contain extraneous rows which do not represent data to be migrated (e.g. summary data such as record counts, totals, etc.)
- For flat files, fields must be appropriately delimited and text should also be appropriately delimited and escaped
- The community must also provide a data-dictionary defining how the provided data fields should be mapped to fields in ViewPoint Cloud and whether any provided fields should be omitted from the migration.

The scope of data migration includes:

- Records (Permits, Licenses, etc.)
- Applicant data
- Location information (Records will only be linked to locations if an ID, MBL, or other logical link is provided to match up to the community's address integration)
- Fees and Payments (will be migrated as form data)
- Inspections (will be migrated as form data)
- Contractors, Work Description and other Form Data
- Other Multi-Entry form data

The scope of data migration does not include:

- Cleaning of any corrupted data
- Creation and linking of applicant accounts
- Integration of historical fees and payments into workflow or financial reports.
- Logs of permit changes
- Migration of any data into the workflow (i.e. pending or completed sign-offs, fee steps, document issuance, inspections).
- Permit Attachments

- Import of contractor database
- Creation of projects or other relationships between permits

For documents to be migrated:

- The community must provide a single file (excel, csv, etc) with one row per document, with a unique identifier for the related permit or location, and the file's physical location (a file path or URL).
- The community will need to either provide a copy of the files or grant ViewPoint access to the file locations in order to migrate them.
- The folder structure of the documents provided must reflect the paths provided in the file.
- Data cleanup/correction is not included.

ViewPoint Contact

Prepared By Carl Anderson Expiration Date 7/31/2019

By signing below, you hereby agree to the ViewPoint Cloud Terms of Service and will be billed according to the terms therein. The terms of service can be found here - <http://viewpointcloud.com/terms-of-service/>. ViewPoint's Privacy Policy may be found here - <http://viewpointcloud.com/privacy-policy/>. Annual recurring costs not to exceed 7% increase per year.

Signed

Date

Printed Name _____

Title _____

EXHIBIT B – Part II

Payment Schedule

PAYMENT SCHEDULE	
25% at contract signing	\$67,867.50
25% when access to City’s software environment is available	\$67,867.50
25% when first department is configured	\$67,867.50
25% when historical data is migrated	\$67,867.50
Contract amount total for Initial Contract Year, paid in four 25% increments (as above)	\$271,470.00
Contract amount total for two optional renewal contract years, to be paid in full at beginning of each term for software, maintenance, support, and other affiliated functions tied to use of the software; SUM OF ALL RECURRING ANNUAL CHARGES, not including additional optional services below:	\$143,820.00
Optional additional (1) test environment, Annual Fee	\$3,600.00
Additional On-Site Training at \$500.00/day or \$2,500.00/week plus Travel Expenses (travel is reimbursable at cost), up to \$15,000.00 per contract year for initial Contract Year 1 and renewal Contract Year 2. Additional on-site training at \$500.00/day or \$2,500.00/week plus Travel Expenses to be provided in subsequent contract years if needed.	To Be Determined