AGREEMENT

FOR THE PERPETUAL LEASE OF LAMA SOFTWARE AND THE CONFIGURATION AND OTHER SERVICES RELATED TO THE SAME

This Agreement is entered into this the _____ day of _____, 20_____, by and between the City of Gahanna, Ohio, hereinafter referred to as "CLIENT," and the Davenport Group USA, Ltd., hereinafter referred to as "DAVENPORT" for the perpetual lease of Land Management Software, known as LAMA Server, hereinafter sometimes also referred to as LAMA or LAMA Software or Software, and one or more of its modules, and services related thereto, as specifically provided herein and which is hereinafter referred to as the "Project."

A.   Scope of Work

1.   Project Description

The Project is more specifically defined as follows: Installation of an automated digital computer software system addressing the following functional areas:

__X__	Core Components
__X__	Permitting and Inspections
_____	Licensing
_____	Code Enforcement, Inspections and Adjudication
___ __	Planning, Projects and Development Review
_____	Historic Properties
_____	Redevelopment
_____	Work Orders
_____	Infrastructure and Asset Management
__X__	Mobility
__X__	Exchange Integration
__X__	Public Web Module

2.   Agreement Contents

Exhibit A	Scope of Work
Exhibit B	Project Cost Summary
Exhibit C	Schedule and Milestones
Exhibit D	LAMA Software License Agreement
Exhibit E	LAMA Software Escrow Agreement
Exhibit F	User Acceptance Testing
Exhibit G	Minimum Specifications for Client's Computers
Exhibit H	Detailed Responsibilities

3.   Commencement Date

a.   The commencement date for the services to be provided by DAVENPORT shall be the date upon which it is in receipt of a fully executed original of this Agreement. DAVENPORT shall not be obligated to perform any work pursuant

to the Project, including labor or materials, prior to the commencement date as defined herein.

b. A Scope of Work is attached hereto as Exhibit A. A Schedule or Timeframe with estimated dates for completing certain events is attached as Exhibit C. The time period shall be refined as necessary following the completion of the Configuration Study. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work. The timeframe assumes that CLIENT will provide all information in a timely manner.

4. Hosting Start Date

The Hosting Start date is the date upon which the CLIENT is provided logins and access to the software solution and can begin using the software for testing, training, or other business uses deemed appropriate by CLIENT or DAVENPORT.

B. Duties and Responsibilities of the Parties

1. Scope of Work

After the commencement date, DAVENPORT shall perform the following services as described in Exhibit A.

2. Maintenance and Support

DAVENPORT shall provide the following maintenance and support services to CLIENT immediately following installation of the system components for CLIENT. Annual Maintenance and Technical Support fees are included in the contract price for the first year and is renewable on the Hosting Start Date anniversary of the following year.

a. LAMA modifications to correct defects or errors that are reported to DAVENPORT.

b. Any upgrades to LAMA's Core Components and modules that part of this project and that are in production during the time in which the CLIENT is on annual maintenance. DAVENPORT will provide the CLIENT with release notes. All components of the update packages will be applied to the CLIENT production system by DAVENPORT.

c. Unlimited technical support via telephone and eTicket on-line support system during any period of annual maintenance. However, CLIENT's help desk will provide first level support to CLIENT's users of the Services.

d. Fee schedules updates, not related to software bugs, will be updated by DAVENPORT once per year, at the CLIENT's request.

e. LAMA enhancement requests may be submitted by CLIENT to DAVENPORT. Enhancement requests will be reviewed by DAVENPORT and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate DAVENPORT to provide LAMA modification. The CLIENT or behalf of itself and its employees hereby waive any right to copyright with regard to any idea submitted by it or its employees related to an enhancement to the LAMA program.

f. Custom code not tested and accepted by DAVENPORT is outside the scope of services provided herein. DAVENPORT has no obligation to maintain and support custom code not tested and accepted by DAVENPORT.

3. Not Responsible for Damages Due to Unforeseen Delays

Neither CLIENT nor DAVENPORT shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, strikes, lockouts, accidents, acts of God, cancelled or substantially delayed flights.

4. Information to be Provided by Client

a. CLIENT will provide all information necessary for DAVENPORT to configure LAMA, including but not limited to:

(1) Current case types, work flow processes, checklists, dependent and tracked details and related information for the modules selected.
(2) Current fee structures and methodologies relating to the modules selected.
(3) Completed examples of all current forms, letters and reports used by the CLIENT relating to modules selected.

b. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely performance by the CLIENT of tasks assigned to it, including but not limited to submitting information, reviewing and revising case plans and test packets and other documents submitted to it, and doing testing.

5. Detailed List of Tasks with Designated Responsibilities.

The parties have attempted to identify all the types of tasks, jobs, duties, etc., that are needed to have a successfully completed LAMA project. These tasks, jobs or duties are set out in Exhibit H with the party that is designated as responsible for carrying out the same. In some instances, the responsibility is shared.

C. Compensation

1. Davenport Compensation and Fees

CLIENT agrees to compensate DAVENPORT for the perpetual lease of the software and professional services rendered under this Agreement, the total contract price of sixty-six thousand ($66,000.00) dollars, which amount shall include all labor and materials associated with this Project as specified in Exhibit B, entitled "Project Cost Summary." DAVENPORT hereby grants

the CLIENT an option to add the Projects, Planning and Development Review module to the above contract for an additional fifteen thousand ($15,000.00) dollars. This option shall be good for one year from the execution of this contract.

Total Contract Price does not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in Section D of this Agreement.

2.   DAVENPORT Hosted Solution

CLIENT agrees to compensate Davenport for hosting the software solution components for the first year for the non-refundable amount of ($4,200.00). In the event CLIENT wishes to terminate DAVENPORT Hosting services, CLIENT agrees to provide DAVENPORT with 60 day notice. DAVENPORT will then assist in the transfer and installation and setup of solution components from the Hosted environment to CLIENT servers for an amount not to exceed ($2,500.00). DAVENPORT shall not be required to provide access to LAMA Server in a hosted environment in the event that the CLIENT ceases to pay or reimburse DAVENPORT for the hosting fees or the annual maintenance.

3.   Billing and Payment

DAVENPORT will bill the CLIENT for services rendered, hosting fees, and travel costs related to those services on a monthly basis. DAVENPORT will bill the CLIENT for the costs of the LAMA software (software module costs and Site License or number of CALs) and hosting fees at the Hosting Start date. Notwithstanding the above, DAVENPORT will set aside 5% of the services amount as retainage. DAVENPORT will bill the retainage upon successful completion of the contract. CLIENT will pay all invoices within 45 days of receipt of the same. CLIENT agrees to notify DAVENPORT of any disputed invoice within 10 business days of receipt of such invoice. Failure of CLIENT to pay undisputed invoices within 45 days of receipt will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance. DAVENPORT may stop work on the project in the event of an undisputed, overdue, unpaid invoice. The parties may by mutual agreement decide to pay the hosting fees on a quarterly, semi-annual or annual basis.

D.   Changes and Additions to the Work

1.   Requirements of Written Change Orders

CLIENT may request DAVENPORT to perform additional services not covered by the specific Scope of Work as set forth in this Agreement. Any such requests shall be submitted in writing, and shall be signed by the CLIENT Representative and an authorized representative of DAVENPORT. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the CLIENT Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall bind CLIENT to its terms.

2.   Payment for Additional Work

Any such additional work performed by DAVENPORT shall be added to the contract price and billed when the work has been completed.

E.   Indemnification and Insurance

1.   Indemnification

DAVENPORT shall indemnify, defend and hold harmless the CLIENT from and against any claims, based upon infringement of any United States copyright, trademark or patent by the Software. CLIENT agrees to notify DAVENPORT of any such claim promptly in writing. CLIENT agrees to cooperate fully with DAVENPORT during such proceedings. DAVENPORT shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, DAVENPORT may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

2.   Insurance

DAVENPORT shall at its own expense, purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence' basis." The insurance requirement shall remain in effect throughout the term of this Agreement.

a.   Workers Compensation as required by State Law.

b.   Commercial General Liability Insurance - $1,000,000.00 limit.

c.   Professional Liability Insurance - $1,000.000.00 limit. Professional Liability insurance will be in force for twelve (12) months from commencement date.

d.   All policies are to be written through companies duly approved to transact that class of insurance in the State of CLIENT and placed with carriers with a Best rating of A or better.

e.   CLIENT, its officers and agents, shall be endorsed as an additional insured under DAVENPORT's General Liability Insurance.

f.   DAVENPORT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

3.   Proof of Insurance

DAVENPORT shall provide CLIENT with evidence of Certificates of Insurance promptly upon request by CLIENT.

DAVENPORT may replace any of its policies with equivalent policies providing it promptly notifies the CLIENT of the substitution and provides evidence of Certificates of Insurance for the replacement if requested. DAVENPORT will not modify any policies by reducing the coverage below the minimum terms stated in paragraph 2 above. DAVENPORT will not create a lapse in insurance coverage.

F.   Termination

1.   Termination of Agreement

a.   This Agreement may be terminated by either party with cause and upon written notice to the other, and a reasonable time to cure the problem. In the event of termination, CLIENT shall pay DAVENPORT for all services provided to CLIENT pursuant to this Agreement up to and including the date of receipt by DAVENPORT of notice of termination.

G.   Ownership of Documents

1.   Ownership of Documents

a.   All plans, specifications, reports, and other design documents prepared by DAVENPORT pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

b.   All source and object code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of DAVENPORT and are protected under the copyright, patent, or other laws, of the United States, as well as other jurisdictions where such programs are being used.

c.   CLIENT agrees to respect DAVENPORT's purported ownership of any such proprietary rights which may exist, including patent, copyright trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by DAVENPORT or any third party. Under no circumstances shall CLIENT, or its agents or employees, sell, license, publish, display, distribute or otherwise transfer to a third party the LAMA Software or any copy thereof, in whole or in part, without DAVENPORT's prior written consent.

2.   Source Code

a.   Following the final acceptance of the LAMA and any subsequent major release and installation of the Software on CLIENT's computers pursuant to an active maintenance agreement, CLIENT shall have the opportunity to enter into an Escrow Agreement (See Exhibit E) with DAVENPORT and an Escrow Agent wherein a copy of the source code will be placed in escrow for the benefit of the CLIENT.

b.   DAVENPORT will pay the cost of the escrow.

H.   Communication Through Client / Davenport Designated Representatives

All communication relating to *project status* shall be exchanged between a designated representative of the CLIENT and a designated representative of DAVENPORT as identified below.

1.   Designated Representatives

The designated representative of CLIENT and DAVENPORT is as follows:

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                        CLIENT
Client: City of Gahanna, Ohio
Representative:  Michael Blackford, Deputy Director of Planning and
Development
Address:  200 S Hamilton Road
Phone: 614-342-4029
Email:Michael.Blackford@gahanna.gov
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                        DAVENPORT

Developer:  The Davenport Group USA, Ltd.
Representative:  Jerry P. Davenport, AICP
Title:  President
Address:  651 W. Terra Cotta Ave., Suite 231, Crystal Lake, IL  60014
Phone:  1-815-356-8244
Email:  jerry@davengis.net
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If the designated representative or address of either party changes during the terms of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

2.   Designated System Administrator for Client

All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT only through either the designated representative of CLIENT as identified above, or the System Administrator as identified below.

   a.   The designated System Administrator shall participate in all training sessions conducted by DAVENPORT as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system LAMA Server.

   b.   The System Administrator for CLIENT is: _____

3.   Designated Project Manager for Davenport

All communication related to the day-to-day operation of the system, including system maintenance, systems problems and/or trouble-shooting, shall be made to DAVENPORT through its designated representative as set out above, or through its project manager, namely:

Jerry P Davenport, AICP, MRP, JD
Special Services Division Chief
651 W Terra Cotta Ave, Suite 231
Crystal Lake, Illinois 60014
Phone: 815-356-8244
jerry@davengis.net

4. Communication from DAVENPORT to CLIENT

All communication related to day-to-day operation of the system, including system maintenance, systems problems or trouble-shooting, shall be made by DAVENPORT's project manager to the CLIENT's system administrator, or the designated representatives for each.

5. Emergencies.

In the event of an emergency, such as a program failure, each party may rely on a representation from the other party that the person they are working with has the authority to act for the party.

6. Designated Persons

The designation of persons for the roles set out above is intended to facilitate communication and not inhibit it. Designated parties are intended to be to the person or persons performing the roles in the respective organizations. In the event of changes to persons occupying the roles, the parties should give notice to each other, however, in the event either or both parties forget, it is the intent of the parties that the adjustments be automatic.

I. Miscellaneous General Provisions

1. Licenses

DAVENPORT shall obtain and maintain all business licenses as may be required by law.

2. Status of Davenport as Consultant

Throughout the term of this Agreement, DAVENPORT, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and DAVENPORT.

3. Mediation of Disputes

Prior to the commencement of any litigation arising out of this Agreement, both DAVENPORT and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim which remains unresolved after informal discussions. Both DAVENPORT and CLIENT shall negotiate in good faith to select a qualified mediator.

4. Attorney's Fees

In the event that any legal proceeding is instituted by either DAVENPORT or CLIENT to enforce the terms of this Agreement or to determine the rights of DAVENPORT or CLIENT, neither party shall have a claim to payment of the other's attorney's fees.

5. Application Law

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of the CLIENT.

6. Binding of Successors

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

7. Due Authority

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CLIENT to execute this Agreement on behalf of CLIENT.

DAVENPORT represents and warrants that the person executing this Agreement on behalf of DAVENPORT is an agent of DAVENPORT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by DAVENPORT to execute this Agreement on behalf of DAVENPORT.

8. Warranties

Warranties are as set out in Exhibit D, LAMA Software License Agreement.

9. Interpretation of Documents, Order of Precedence

All Exhibits are thereby incorporated into this document by reference as if fully set out therein. The parties recognize that in creating this document from a complex process of requests and submissions, the Agreement with all its exhibits and supplemental documents, particularly Proposal and Request for Proposal (RFP), may include some conflicts in terms, provisions and language. In resolving those conflicts, it is the intent of the parties that subsequent Modifications to the Agreement take precedence over the Agreement; that the Exhibits to the Agreement, exclusive of the Proposal and RFP, take precedence over the rest of the Agreement; that the Agreement take precedence over the Proposal and RFP; and, that the Proposal take precedence over the RFP.

10. Entire Agreement

This Agreement contains the entire understanding and agreement between DAVENPORT and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or

written—not expressly set forth herein shall be of no force or effect. This Agreement may be modified or amended only by written agreement signed by both DAVENPORT and the CLIENT.

11.   Agreement as Offer

This Agreement shall be valid only if it is signed by both CLIENT and DAVENPORT, and a signed original has been received by both parties.

Client: _____

Dated: _____

By: _____

Representative Name
Title _____

The Davenport Group USA, Ltd.
Crystal Lake, IL 60014

Dated: November 2, 2015

By: _____

Jerry P. Davenport, President
The Davenport Group USA, Ltd.

Exhibit A – Scope of Work

The Scope of Work shall include the following:

1. Pre On-Site Data Collection. DAVENPORT will work with CLIENT to identify staff persons who will be potential users and will begin the process of identifying and collecting forms, reports, other documents, tables, databases, etc., used by CLIENT and which need to be incorporated into the LAMA process. CLIENT will submit digital copies of the same. DAVENPORT will develop the CLIENT website for tracking submittal and actions taken.

2. On-Site Configuration Study. DAVENPORT will meet with CLIENT's key staff to discuss items collected, as well as additional items identified, and to outline fundamental processes (workflows, checklists, document submittals, reviewers, review comments, approvers, fees, inspections) for each case types in modules selected.

3. Overall Configuration Study. DAVENPORT will prepare a written report that summarizes the information from the On-Site interviews and the information collected. This is a high level document which will be greatly expanded by the development of the Case Types.

4. GIS Data Migration and Testing. CLIENT will submit to DAVENPORT the County GIS files, in particular the parcel base, address files, assessor information, and other GIS layers and related files that the CLIENT desires the users to have available to them in the program. DAVENPORT will set up the GIS files and test them to insure they are coming into LAMA properly.

5. Development of Case Types. DAVENPORT will develop Case Types for every case to be handled in the system. Case Types may be grouped where appropriate. The Case Types will address the function of the case, the details to be completed by or for users, details being made available to the user from the GIS, the fees, documents to be submitted and/or generated, the document structure for the case, the events, interrelationship of events, and the timing of the events, checklists related to events, the reviewers, the comments or templates for review, and inspections. CLIENT will review every Case Type and approve or modify the same.

6. Preliminary Analysis of Forms and Reports. DAVENPORT will analyze the documents, forms and reports submitted to determine what additional fields of information need to be added to the default database.

7. Revisions of Case Types. DAVENPORT will review the changes made by the CLIENT to the Case Types, and accept the changes, or if questions have been identified by the CLIENT, work with CLIENT to update the Case Types.

8. Configuration of LAMA Software. DAVENPORT will configure the LAMA software to implement the Case Types. DAVENPORT will demo several of the more complex case types in the software to the CLIENT with the configurations. CLIENT will indicate whether the configuration of the Case Types accurately reflect the case processes.

9. Data Migration. DAVENPORT will write a program to migrate data other than the GIS data into LAMA. DAVENPORT will present the same for review and comment via a web demo. CLIENT will indicate whether the migration has accurately been imported or if changes are needed. The

data migration assumes that the format and structure of the database being migrated will not be changed by the CLIENT from the time that it was originally delivered by the CLIENT to DAVENPORT until the time that DAVENPORT runs or reruns the migration.   In the event that the database structure changes, DAVENPORT reserves the right to charge for the additional time it takes to modify the migration program to handle the changes. The databases which will be migrated include the following: Permitting, Planning, and Code Enforcement data from Microsoft Access databases and Excel spreadsheets.

10. Forms and Reports. DAVENPORT will prepare all forms and reports needed to implement the cases.

11. Test Cases. Test Cases are used to determine if the configuration implements the Case Type and whether all the parts are working for that case. DAVENPORT will prepare Test Cases which the CLIENT will execute with DAVENPORT when DAVENPORT comes on-site. CLIENT will identify any Test Cases, or parts thereof, that are not executing properly.

12. Test Cases Revised. DAVENPORT will make changes to the program, and/or Test Cases. CLIENT will re-execute the same.

13. Data Migration Final. CLIENT will review the Data Migration in more detail and determine if any fields of information are not populating in the program properly. DAVENPORT will remap any changes needed and rerun the data migration.

14. Integrations and Installation.   DAVENPORT will complete any integrations required. The integrations required include Exchange Server (MS Outlook). DAVENPORT will test the integrations to ascertain that they are functioning as intended and install the integration elements to operate in the hosting environment.   Some integrating components may need to be installed on the CLIENT workstations.

15. Final Configuration Changes and Training Plan. DAVENPORT will review the entire program and make any needed final configuration changes.   DAVENPORT will run its testing scripts to ensure that last minute changes have not created other problems in the program. DAVENPORT will prepare a Training Plan and training materials.

16. On-Site Final Training. CLIENT will take any actions necessary to provide a facility equipped with the computers and other hardware necessary to conduct final training. . DAVENPORT will conduct on site Final Training. CLIENT will ensure that its staff attends the training sessions and completes any assignments coming out of training.

17. Go-Live and Final Changes. CLIENT will go-live on the program. DAVENPORT will assist the CLIENT in go-live. CLIENT will run the program for 30 days, and determine what if any changes which could not be foreseen are needed. DAVENPORT will make the changes and conduct some random checks to determine that the changes have not created other problems in the program.

18. Post-Go-Live. CLIENT will run the program and report any problems with it immediately. DAVENPORT will address problems consistent with their severity as set out in its maintenance policies. DAVENPORT will maintain the program for one year from installation.

19. LAMA software includes fee calculations. These calculations are subject to classifications that are peculiar to the CLIENT's processes and logic, and are extremely sensitive to user control. DAVENPORT is not in a position to determine if any of the fees are correct. CLIENT agrees that it will always check the fees to ensure that they are accurate before taking any action based on

them. DAVENPORT will not be liable for any mistakes in fees.

Exhibit B – Project Cost Summary

The costs for the LAMA software are a combination of Software Application costs and services, and shall be as set out in the accompanying revised Cost Proposal (LAMA Price Quote …), being a revision of the Cost Proposal submitted to CLIENT, on July 23, 2015.

LAMA Price Quote for City of Gahanna, Ohio

Prepared by: The Davenport Group USA, Ltd.

A. Proposed Modules

The following are proposed modules based on required features

Core Components Land Management	Core Components include the Map, Address Management, Owners and Tenants, Scheduling, Cashiering, Letter Generator, Communication Log, Notifications, Document Manager, Forms and Reports.	Included
Permitting & Inspections	Permit Module includes functionality for building inspections, division reviews, contractors' database, impact fees, and Business Licensing for Contractors only. Interfaces with all Core Components.	$ 7,500.00
Public Web Citizen Access Portal	The Public Web CRM module allows residents and City staff to electronically submit and track statuses for applications and request for work through a web browser.	$ 7,500.00
Mobility Extension	Allows users on mobile computers to switch to Mobile Mode and view and edit all data in the field. Both Live and Disconnected modes are available. Also includes our Mobile Phone/Tablet App (for both Android and iOS devices) Requires Public Web Citizen Access Portal	$5,000.00
Exchange Server Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars. Exchange Server 2007, 2010, and 2013 are supported.	$ 3,500.00

A. Subtotal Proposed Modules	*23,500.00*

B. Optional Modules

The following are optional modules based on required features

Code Enforcement	Module allows data management of code enforcement incidents including the tracking of notices, citations, communications, and inspection photos.	$ 7,500.00
Project, Planning and Development Review	Projects module includes functionality for managing development review, including collection, viewing and tracked editing of documents, submittal and review of comments by various departments, submittal and review of	$ 7,500.00

	administrative and board meetings\hearings.	
Licensing	Licensing Module includes functionality for site-based, equipment-based and non-site-based licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Licensing. Interfaces with all Core Components.	$ 7,500.00
Work Orders	Module tracks work orders from start to finish including invoicing and reports. Work Orders contain geographic features, labor, part and materials, contractual work, tasks, and can be grouped by project.	$ 7,500.00
Infrastructure and Asset Management	Module tracks all infrastructure features for Water, Sewer, Storm Water, Facilities, Parks, and Streets, including GASB34 Standard Asset information. Costs include migration of current infrastructure datasets into the LAMA system.	$ 7,500.00
Bluebeam Revu	Allows editing and versioning of pdfs, etc. (Bluebeam prices for private sectors are $168/license for 5 licenses of Revu and $4,998 for server license of Q). Bluebeam is not needed for Plan Review. Bluebeam is for mark-up only.	Third Party Costs
SharePoint Server Integration	Integrates Microsoft SharePoint with the LAMA document management functions. Document attachments in LAMA are stored in SharePoint. SharePoint Server 2007, 2010, and 2013 are supported.	$ 5,000.00
.Net Object Model and Web Service API	The module allows you to leverage our API for extending the functionality of LAMA or building custom applications which interact with the database	$ 15,000.00
Redevelopment Module	Module works with Planning and Work Orders module. The module adds asset (property) management, expressions of interest, sales and offers to sell, maintenance, etc.	$ 7,500.00
Historic Properties Module	Module tracks information related to buildings, including information for historical registration and registrars, building overlay zones, building modifications, surveys and survey projects, knowledgeable persons, community significance, documents, etc.	$ 7,500.00
	B. Subtotal Optional Modules	*$ 0.00*

C. Software Licensing

LAMA is licensed on a per named user basis with Client Access Licenses (CALs) or an Enterprise Site License which includes an unlimited number of users. Clients can either choose per CAL licensing (in 5 packs - $3,750/pack) OR an Enterprise Site License.

10 CALs (2 x 5-Pack CALs) --- SELECTED	$ 7,500.00
Site License (must choose CAL or Site Licensing Option)	$ 20,000.00

C. Subtotal Licensing – CAL Option	*$ 7,500.00*

D. Software Implementation Services

All services related to software implementation, setup and configuration, and customization such as the implementation of workflows, required details, fees, generated documents, reports, and any custom programming required to implement business logic.

Software Implementation Services	**$ 32,000.00**
Implementation and Configuration Analysis Study and Documentation	Included
Onsite -- 1½ days for Initial Analysis (2 Staff)	
Information Gathering, Documentation and Analysis, Workflow Diagrams	
Web Demo to Review Configuration Study Document	
Identification of how we will implement the project. Proposed structure for how we will configure each of the modules to implement the client's processes.	
GIS and Database Setup	Included
Setup and configuration of the database and schema including mapping and integration with GIS datasets.	
Permitting and Inspections Configuration and Setup	Included
Configuration of Permit Types, Workflows, Forms, Data Points, Fees, and Inspections. Includes Contractor Registration.	
Public Web Citizen Access Portal Configuration and Setup	Included
Web site design and content configuration, payment processing configuration, workflows, inspection scheduling, configuration of publicly available data and documents, user management configuration.	
Forms and Reports	Included
LAMA comes with standard forms and reports. This proposal includes twenty (20) custom reports at no additional charge. Custom forms and reports beyond that are $200.00 each.	
Development of Test Plans and Related Web Demos	Included
Develop Test Plans for Permitting	
On-site and Web Demos related to Test Plans, Reconfiguration, Testing	
Onsite Services Related to User Acceptance Testing, Final Training & Go-Live	Included
Onsite User Acceptance Training Work Sessions (1 Staff) (3 days) or (2 Staff) (2 days)	
Onsite Final User Training (2 Staff) (2½ days) Training 6-10 users	
Onsite During Go-Live (1 Staff) (3 days)	

Post Go-Live Training (1) Staff (1) day

D. Subtotal Software Implementation Services	***$ 32,000.00***

Important Note. The costs of services for Optional Modules set out in B above is about 1.2 times the cost of the module. For example, if you desire to add the Planning module to the proposal, the costs for the module and services would be $16,500.00. Adding a module may increase the onsite services, and indirectly the travel *and* annual maintenance *costs.*

E. Integration with 3rd Party Systems

This section describes any effort required to integrate the LAMA solution with external system. Refer to Functional Requirements Section of this Proposal for Implementation Details

Financial Systems Cashiering Export in Excel Format	
This effort is for development a Microsoft Excel export format for Financial Software Accounts Payable and Receivable transactions. One way with SunGard Finance Plus for processing payments.	Included
GIS Data / Architecture (ESRI)	
We integrate seamlessly with ESRI technologies and formats.	Included
Provide Integration with Financial Payment Gateways	
This effort is for integration with a 3rd party payment gateway for online payment transaction processing through the LAMA Web CRM.	Included
Assessor Database Integration	
LAMA can integrate with your County's Assessor's data.	Included
E. Subtotal 3rd Party Systems Integration Costs	***$ 0***

F. Data Migration Services

Data migration costs vary depending on the amount and format of existing data and whether the data can be migrated digitally or will require manual data entry. Our software provides updating tools for GIS layers from within the application. Costs include migration one source to LAMA.

Data Sources: 1 (SunGard Community Plus 9.0 for Permitting)	**$ 3,000.00**
F. Subtotal Data Migration Costs	**$3,000.00**

G. Totals

The following is a subtotal of the Software License model (Section C), with Software Module Costs (A), Implementation Services (D), 3rd Party Integration Services (E), and Data Migration Services (F).

Proposed Modules	*(A)*	*$ 23,500.00*
10 CALs (6-10 names users)	*(C)*	*$ 7,500.00*
Implementation Services	*(D)*	*$ 32,000.00*
3rd Party Integration Services	*(E)*	*$ 0*
Data Migration Services	*(F)*	*$ 3,000.00*
Subtotal		***$66,000.00***

Travel Costs:
The above costs do not include travel expenses which are reimbursable. We usually project travel expenses at an average cost of $400 per person per round-trip flight, plus GSA rates for lodging and meals, plus auto rental and parking. Travel costs, providing no options are selected, should not exceed $6,000.00.

Grand Total of Software and Services excluding Travel Costs	*$66,000.00*

H. Annual Maintenance

Annual Software Maintenance and Support includes new software updates and releases. Includes toll-free phone and email support, 7:00 AM to 7:00 PM, 7 days per week. Includes eTicket support. The first annual maintenance fee is due one year from software installation date. **First year maintenance is included in service costs.** The hosting fee for the first year and following years is not included in the Annual Maintenance. The hosting fee is calculated at $35.00 per CAL, monthly, adjusted annually depending on the usage and number of users.

Annual Maintenance – Year 1	*$ Included*
Annual Maintenance – Year 2	*$ 9,900.00*
*Annual Maintenance – Year 3 – Adjusted for CPI – assuming 2%	*$ 10,098.00*
Annual Hosting – Year 1	*$ 4,200.00*
*Annual Hosting – Year 2 – Adjusted for CPI – assuming 2%	*$ 4,284.00*
* Annual Hosting – Year 3 – Adjusted for CPI – assuming 2%	*$ 4,370.00*
Total 3 Years Annual Maintenance including Hosting.	*$ 35,852.00*

*Annual maintenance and Hosting costs are adjusted to reflect changes in the costs of inflation as expressed by changes in the CPI.

We offer a standard annual maintenance agreement which entitles the client to any upgrades in the modules they have, any bug fixes, unlimited report design, unlimited free phone support and one day of on-site training. Annual Maintenance and Hosting costs begins at the Hosting Start Date.. The annual maintenance cost is sensitive to the modules selected and other services.. It is about 15% of the contract costs. Hosting costs are estimated and based on the number of users and usage. DAVENPORT reserves the right to increase the annual hosting amount in the event that actual costs are significantly different than that projected.

Billing Policy
Software module and licensing cost for DAVENPORT hosted solutions are due at the Hosting Start Date. Services are billed monthly as incurred. Travel expenses billed when incurred.

This proposal is respectfully submitted to the City of Gahanna by The Davenport Group USA, Ltd., this 2 day of November 2015, and shall remain valid for 180 days from the bid opening date.

Jerry P. Davenport, AICP, MRP, JD
President
The Davenport Group USA, Ltd
651 W Terra Cotta Ave, Suite 231
Crystal Lake, IL 60014

815-356-8244

Exhibit C – Schedule and Milestones

The schedule will be firmed up in the Configuration Study. A tentative schedule has been set out below with Week 1 being the Contract Signing Date.

Project Schedule and Implementation Milestones

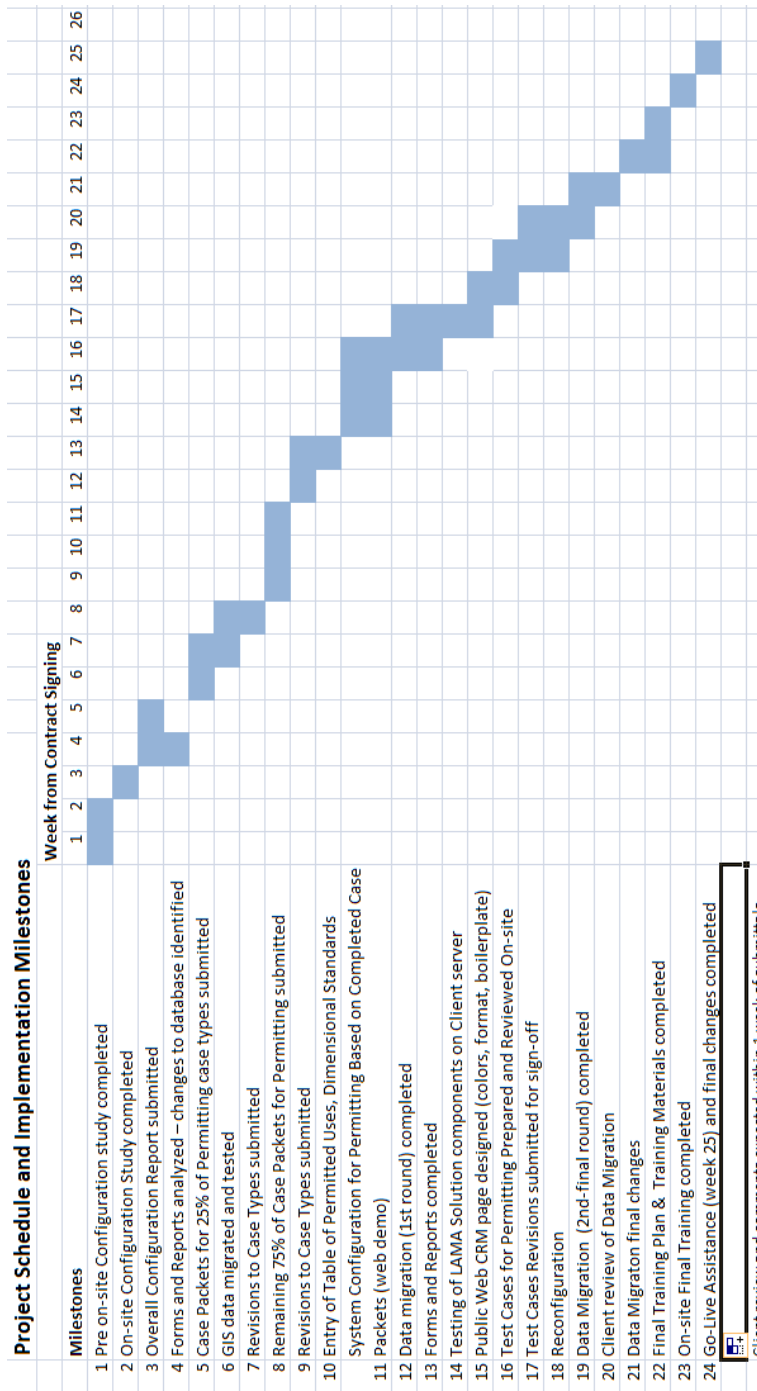| Milestones	Week from Contract Signing
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26
1 Pre on-site Configuration study completed	
2 On-site Configuration Study completed	
3 Overall Configuration Report submitted	
4 Forms and Reports analyzed – changes to database identified	
5 Case Packets for 25% of Permitting case types submitted	
6 GIS data migrated and tested	
7 Revisions to Case Types submitted	
8 Remaining 75% of Case Packets for Permitting submitted	
9 Revisions to Case Types submitted	
10 Entry of Table of Permitted Uses, Dimensional Standards	
System Configuration for Permitting Based on Completed Case	
11 Packets (web demo)	
12 Data migration (1st round) completed	
13 Forms and Reports completed	
14 Testing of LAMA Solution components on Client server	
15 Public Web CRM page designed (colors, format, boilerplate)	
16 Test Cases for Permitting Prepared and Reviewed On-site	
17 Test Cases Revisions submitted for sign-off	
18 Reconfiguration	
19 Data Migration (2nd-final round) completed	
20 Client review of Data Migration	
21 Data Migraton final changes	
22 Final Training Plan & Training Materials completed	
23 On-site Final Training completed	
24 Go-Live Assistance (week 25) and final changes completed	
Client review and comments expected within 1 week of submittals	

Exhibit D – LAMA Software License Agreement

This perpetual License Agreement for the use of Land Management Software, also known as LAMA Software, developed and marketed by the Davenport Group USA, Ltd., hereinafter referred to as DAVENPORT, is granted to CLIENT as of the date of this agreement.

Summary of License Terms

The software is marketed by DAVENPORT under the title of "LAMA."

1.   Software provided to CLIENT under this License allows the CLIENT to perpetually use, not own, the Software.

2.   The CLIENT is hereby granted a 10 CAL license which allows up to 10 Named Users of the CLIENT to access and use the LAMA Software solution. In the event that the CLIENT purchases additional license packs or converts the CALs to a Site License, this provision shall be automatically revised to reflect such changes without further execution of a new license agreement.

3.   This Software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of DAVENPORT.

4.   This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The title, ownership rights, and intellectual property rights in and to this Software shall remain with DAVENPORT.

5.   DAVENPORT has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither DAVENPORT nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.

6.   DAVENPORT warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party of any other encumbrance.

Exhibit D – LAMA Software License Agreement (Continued)

7.   DAVENPORT warrants that its Software will perform in the manner described in this Agreement, in demonstrations shown to CLIENT and consistent with statements in the proposal.

8.   This Warranty shall commence upon date of completion of Final Installation and Training by DAVENPORT.

9.   DAVENPORT's responsibility with respect to error corrections will be to correct any significant defects or errors in the Software or its functions, which are brought to the attention of DAVENPORT by the CLIENT consistent with DAVENPORT's maintenance policy.

10.   DAVENPORT shall not be held liable for any incidental or consequential damages caused by failure or faults of the Software or its functions.

This License Agreement will remain in effect until CLIENT notifies DAVENPORT that it is withdrawing or cancelling the contract, or not renewing the annual maintenance agreement.

Exhibit E – LAMA Software Escrow Agreement

DAVENPORT hereby offers to the CLIENT the option to participate in an escrow program it has as set up for the source code. Under the terms of the escrow agreement to be entered into by the parties, DAVENPORT accepts the obligation of maintaining the source code. Such maintenance will include a provision that states that within 60 days after a major revision or upgrade of the Software, DAVENPORT will deliver to the escrow agent the revised or upgraded source code. Major revisions or upgrades usually occur once a year, typically in the fall. It is possible that DAVENPORT may release a second major upgrade in any given year.

The Escrow Agreement will further provide that in the event that DAVENPORT, or its successor, if applicable, is incapable or refuses to support and service the LAMA Software, the escrow agent will deliver the source code to the CLIENT.

The Escrow Agreement will further provide that the escrow will only be maintained provided the CLIENT has a current annual maintenance agreement and has paid the annual maintenance fee to DAVENPORT. If the CLIENT fails to renew the maintenance agreement and pay the maintenance fee, then DAVENPORT shall not be required to make any upgrade or revision to the escrow materials, and shall be entitled to a return of the escrow materials.

If the CLIENT comes into possession of the source code, it agrees it will not sell, license, publish, distribute or otherwise transfer it to a third party. DAVENPORT agrees to pay the fees associated with setting up and maintaining the escrow.

Exhibit F – User Acceptance Testing

Prior to the installation of the LAMA program with selected modules, DAVENPORT will have conducted extensive testing of the configuration and customizations, the integration of LAMA with user specified software, the migration of data to the extent feasible from existing programs and the setup of many of the CLIENT's forms and reports.

The goal of User Acceptance Testing is for the CLIENT to successfully execute the Test Plans prepared by DAVENPORT. CLIENT will identify any Test Plans or portions thereof that are not functioning consistent with the Case Type packets, as well as any changes that are needed to the configuration, forms and reports, and systems integration for the Test Plans to execute successfully. The CLIENT may develop additional Test Plans for the parties to execute. In addition, this is a time for the CLIENT's core users to become familiar with the program so that during final training they will be fine-tuning their existing skills in preparation for going live and acting as on-site resource people for the rest of CLIENT's staff.

For User Acceptance Testing, the CLIENT will specify the user responsible for executing each Test Plan. It is important that the CLIENT create mechanisms to ensure that testing is actually undertaken. During testing DAVENPORT will be available to address issues regarding how to use the program, how to modify the configuration, as well as to address problems which were not trapped during testing, and if necessary, install new versions of the program for the CLIENT's testing team.

Exhibit G – Minimum Specifications for Client's Computers

The Minimum Specifications for CLIENT's computer are as set out below.

Hardware, Operating System and Development

Client Workstations

The requirements for the client workstation's hardware and software are specified below. Client workstations are machines running the Windows desktop application, LAMA Server. We also have thin-client applications, but the only requirement for our web-based clients is a standard HTML browser, such as IE6, Firefox, Safari, or Chrome. Since LAMA Server is a GIS Mapping application, we recommend fairly capable machines, preferably with a dedicated video board.

Requirements	Minimum	Recommended
OS	Windows XP SP2	Windows XP SP2, Vista, 7, 8
RAM	512MB	1GB or more
HDD	500MB free	1GB free
Other	Microsoft Word and Excel 2003 or higher	Microsoft Office 2003 or higher

Mobile Workstations

The requirements for the mobile workstations are specified below. Mobile workstations are machines running the Windows desktop application, LAMA Server, in the field. Users can switch LAMA from Server Mode to Mobile Mode, or alternatively, computers can synchronize their edits automatically at certain time each night. All features are available for viewing and editing in Mobile Mode. Our two web-based applications also have mobile versions for optimal display on smaller screens.

Requirements	Minimum	Recommended
OS	Windows XP SP2	Windows XP SP2, Vista, 7, 8
RAM	1GB	2GB or more
HDD	10GB free	100GB free
DB (for disconnected mode)	Microsoft SQL Server Express 2005	Microsoft SQL Server Express 2012
Other	Microsoft Word 2003 or higher	Microsoft Office 2003 or higher

Exhibit H – Detailed Responsibilities

The responsibilities of the parties are set out below.

Key: R = Responsible (within the Party's direct control) and C = Consult

Implementation Tasks	DAVENPORT	CLIENT
Project Management for Migration to Hosted Environment		
Provide a project manager to track implementation, Project scope and expectations, and serve as a single point of contact during build-out and migration	R	R
Review strategies, methodologies and approaches for the completion of all implementation deliverables	R	
Review and obtain acknowledgement of all implementation deliverables produced by the Project team	R	
Identify changes or issues that could impact the cost or schedule of the delivery	R	R
Provide GIS and data migration sources to DAVENPORT		R
Provide/review requested materials to DAVENPORT in a timely manner (including 3rd party data and interoperability requirements). Response to requested information within 5 days		R
Provide coordination and requirements for 3rd party system integration requirements	C	R
Account Management and Support Leads		
Assign a CLIENT Technical Lead	R	
Provide a dedicated toll free phone number for critical and non-critical support	R	
Provided a dedicated email address for non-critical support requests	R	
Coordinate activities between appropriate CLIENT point(s) of contact and DAVENPORT teams to facilitate minimum impact on CLIENT operations	R	
Inform CLIENT of scheduled system maintenance and application updates between 1 and 5 days in advance, depending on the severity of impact	R	R
Work with CLIENT, as applicable, to update their solution based on DAVENPORT's latest additions to DAVENPORT's capabilities	R	
Request support via phone, email and DAVENPORT support portal		R
Accept inbound issue calls, emails and web requests, and service tickets during support hours	R	
Communicate status and resolution of service tickets to CLIENT	R	
Assign priority levels to service tickets	R	C
Perform root cause analysis for outages and incidents	R	R
Provide access to DAVENPORT's support portal	R	
LAMA Application		
Install server application components	R	
Install CLIENT workstation application components	R	
Provide and install application updates and related database updates for software	R	
Determine optimal performance settings for LAMA parameters and database configurations	R	
Configure initial LAMA settings for business processes	R	
Setup and installation of required servers and operating systems.	R	
Implement operating system patch levels and updates	R	
Create initial application user accounts	R	
Provide documentation on items such as interfaces and batch jobs and nightly processes	R	
Setup application backup policies	R	
Identify public facing URLs for LAMA Public Web CRM	R	
Determine firewall port map for applications	R	
Acquire SSL Certificates for public facing web sites and web services	R	
Database		
Install SQL Server Database Server/Services	R	
Setup SQL Server LAMA database	R	
Implement database security	R	

Implementation Tasks	DAVENPORT	CLIENT
Create database user accounts	R	
Develop troubleshooting guides for common failures and remedies	R	
Setup database backup policies and disaster recovery procedures	R	
Server Platforms		
Provide, install, configure and test server Hardware components	R	
Configure private network interface for server management and backups	R	
Configure server networking	R	
Install server operating systems	R	
Configure and optimize operating system parameters	R	
Identify and setup file system and shares for software application	R	
Implement required file share directory structures for software applications	R	
Monitor operating system processes, server availability, statistics, log files and resources	R	
Identify and work to resolve operating system and related software failures and resolve	R	
Identify and apply operating system updates, patches and fixes required to address availability issues	R	
Manage event logs	R	
Perform scheduled and unscheduled startup and shutdown	R	
Identify and troubleshoot operating system issues	R	
Obtain operating system software and licenses keys (as necessary)	R	
Security – Networking		
Create initial firewall policies to restrict all unnecessary and unauthorized access to environments	R	
Implement, monitor and manage network-based intrusion detection	R	
Take appropriate action to secure the environment when suspicious activity is detected and verified	R	
Assess identified vulnerabilities, evaluate risks, develop and execute remediation plan	R	
Monitor network, host-based intrusion detection systems, security related message boards, vendor mailing lists and alerting services for latest information relating to vulnerabilities	R	
Configure access logging	R	
Provide external IP for Public Web	R	
Maintain security policies	R	
Identify and install updates, patches and fixes to Infrastructure software required to address security issues	R	
Maintain exclusive administrative accounts	1. R	2.
Maintain standards for password rotation	R	
Implement password rotation	R	
Run system vulnerability scans	R	
Networking		
Configure DNS for servers and URLs	R	
3. Request changes to firewall policies to allow/disallow specific traffic	R	
Make changes to firewall policies	R	
Monitor and manage Internet connectivity	R	
Maintain configuration management strategy	R	
Monitor for Hardware errors	R	
Maintain connectivity between CLIENT workstations and server components		R
Maintain connectivity between web servers and Internet	R	
Storage and Backups		
Install backup agents and scripts	R	
Allocate and confirm storage to servers	R	
Manage backup schedule	R	
Perform restoration as required to address availability issues	R	
Testing and Quality Assurance		
Document and audit environment controls, devices and configuration to verify operational readiness	R	
Apply quality assurance methodology to environment including redundancy testing and automated startup/shutdown procedures for DAVENPORT Infrastructure and	R	

Implementation Tasks	DAVENPORT	CLIENT
DAVENPORT supported software		
User acceptance testing prior to final training	C	R

LAMA SUPPORT

Implementation Tasks	DAVENPORT	CLIENT
Help Desk		
Train Help Desk staff to provide Level 1 support for end users	R	
Provide Level 1 Help Desk support for end users		R
Troubleshoot functional issues related to respective application and/or all modules	R	R
Database Software		
Perform support, administration and troubleshooting	R	R
Take corrective action to resolve failures and errors	R	R
Correct data related errors	R	R
Monitor alert logs for messages/warnings	R	
Monitor database configuration (such as table sizes, versions and backups)	R	
Application Services		
Research patches and patch pre-requisites	R	
Identify migration issues/problems through testing and verification	C	R
Document migration requests		R
Correct technical and functional issues of the migration as related to data	R	R
LAMA Security Administration		
Create new users	R	R
Unlock locked users in LAMA		R
Setup initial passwords for user administrator and LAMA delivered users	R	