



**Order Form Number:** Q011488  
**Created On:** August 21, 2023  
**Quote Expiration Date:** November 30, 2023  
**Subscription Effective Date\*:** December 01, 2023  
**Subscription End Date:** November 30, 2026

**Prepared By:** Alex Martinez  
**Email:** amartinez@opengov.com  
**Contract Term:** 36 Months  
\*Effective Date of the Order Form and Statement of Work

**BUDGET CODE**

## Customer Information

**Customer:** City of Napa, CA  
**Bill To/Ship To:** 955 School St  
Napa, CA US

**Contact Name:** Rajneil Prasad  
**Email:** rprasad@cityofnapa.org  
**Phone:** 707-257-9510

## Order Details

**Billing Frequency:** Upfront**Payment Terms:** Net 30**SOFTWARE SERVICES:**

Product / Service	Interval Start Date	Interval End Date	Interval Fee
OpenGov Procurement	December 01, 2023	November 30, 2024	\$59,971.00
OpenGov Procurement	December 01, 2024	November 30, 2025	\$62,970.00
OpenGov Procurement	December 01, 2025	November 30, 2026	\$66,119.00
<b>Total Amount</b>			See Billing Table

**PROFESSIONAL SERVICES:**

Product / Service	Start Date	Total Amount
Professional Services Deployment - Prepaid	December 01, 2023	\$18,275.00
<b>Services Total Amount</b>		<b>\$18,275.00</b>

**Order Form Legal Terms**

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 6525 Crown Blvd #41340 San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement, signed between the parties, effective **June 23, 2020** as amended ("SSA") and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Software Services Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Napa, CA	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**Billing Date:**  
12/1/2023

**Billing Amount:**  
\$207,335.00 (Annual Software Fee for Terms 1-3 + Professional Services)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**CONSULTANT:**  
**OpenGov, Inc., a delaware corporation**

By: \_\_\_\_\_  
Steve Potter, City Manager

By: \_\_\_\_\_  
Sam Kramer, Vice President Finance

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Erika Leahy, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney



# **Statement of Work**

**City of Napa, CA**

Creation Date: 10/17/2023  
Document Number: PS-04564  
Version Number: 7  
Created by: Sidney Barnes

## Table of Contents

<b>1. Overview and Approach</b>	<b>3</b>
1.1. Agreement	3
<b>2. Statement of Work</b>	<b>3</b>
2.1. Project Scope	3
2.2. Facilities and Hours of Coverage	3
2.3. Key Assumptions	4
2.4. OpenGov Responsibilities	4
2.4.1. Activity 1 – Project Management	4
2.4.2. Activity 2 – Initialization	5
2.4.3. Activity 3 – OpenGov Use Cases	5
2.4.4. Activity 4 – Training	6
2.5. Your Responsibilities	6
2.5.1. Your Project Manager	6
2.6. Completion Criteria	7
2.7. Estimated Schedule	7
2.8. Illustrative Project Timelines	7
2.9. Charges	8
2.10. Offer Expiration Date	8
<b>Appendix A: Engagement Charter</b>	<b>9</b>
A-1: Communication and Escalation Procedure	9
A-2: Change Order Process	9
A-3: Deliverable Materials Acceptance Procedure	10
<b>Appendix B: Implementation Activities</b>	<b>11</b>
B-1: OpenGov Procurement Suite	11
<b>Appendix C: Technical Requirements</b>	<b>15</b>
C-1: OpenGov Procurement Suite	15

# 1. Overview and Approach

## 1.1. Agreement

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

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

# 2. Statement of Work

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

## 2.1. Project Scope

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

## 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.

- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Procurement Suite
  - i. Customer will provide complete and correct boilerplate language for solicitation templates within two (2) weeks immediately following the kick-off meeting.
  - ii. OpenGov template configuration will include up to two (2) solicitation templates (See Appendix B for list).
  - iii. Customer will provide a complete and accurate vendor list for import to OpenGov.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1 – Project Management

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

#### **Planning**

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

#### **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

**Completion Criteria:**

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

**Deliverable Materials:**

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

### 2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
  - a. Customer Entity is a provisioned instance specifically provisioned for Napa to serve as the Procurement portal.
- B. System Administrators creation
- C. Solution Blueprint creation
  - a. The Solution Blueprint is a deliverable from the OpenGov project team that outlines the details of the implementation and will be provided to the customer prior to project closure.
- D. Data Validation strategy confirmation

**Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

**Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

## Procurement Use Cases

- A. Automate Solicitation Development
- B. Enhance Supplier Engagement and Collaboratively Evaluate + Award

**Completion Criteria:**

This activity will be considered complete when:

## Procurement Use Cases

- Vendor Portal is configured
- Vendor List is imported
- Solicitation Templates are configured
- Intake Request Template and Workflow are configured

**Deliverable Materials:**

- Formal sign off document

#### 2.4.4. Activity 4 – Training

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

**Completion Criteria:**

- Administrator training is provided
- Agency-wide intake training is provided

**Deliverable Materials:**

- Formal sign off document

## 2.5. Your Responsibilities

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

### 2.5.1. Your Project Manager

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

Your Project Manager's responsibilities include the following:



- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

## 2.6. Completion Criteria

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

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. Customer Project Manager provides written approval for the project's End date.

## 2.7. Estimated Schedule

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

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

## 2.8. Illustrative Project Timelines

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

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

## 2.9. Charges

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

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 expenses without written approval from the Customer.

## 2.10. Offer Expiration Date

This offer will expire on November 4, 2023 unless extended by OpenGov in writing.

## Appendix A: Engagement Charter

### A-1: Communication and Escalation Procedure

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

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

### A-2: Change Order Process

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

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

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

### A-3: Deliverable Materials Acceptance Procedure

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

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

## Appendix B: Implementation Activities

### B-1: OpenGov Procurement Suite

#### Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
<b>Website Instance Creation</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Build customer portal and upload Customer's logo.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Provide logo.</li> <li>• Confirm access to the Portal.</li> </ul>

#### Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Technical Project Review</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Provide up to one (1) two-hour working session at the beginning of the project to:               <ul style="list-style-type: none"> <li>o Finalize list of templates</li> <li>o Review technical requirements</li> <li>o Provide documentation on requirements and processes</li> </ul> </li> </ul> OpenGov Assumptions: <ul style="list-style-type: none"> <li>• Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Identify relevant participants for attendance.</li> <li>• Confirm deliverables.</li> <li>• Gather and provide relevant data for the project.</li> </ul>

#### Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Vendor Portal</b>	OpenGov will:	Customer will: <ul style="list-style-type: none"> <li>• Allocate resources to create the Vendor Portal.</li> </ul>

	<ul style="list-style-type: none"> <li>• Provide the Customer with iframe code and documentation to create the Vendor Portal.</li> <li>• Import the list of vendors provided by Customer.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>• Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide vendor email list and send vendor email/letter.</li> <li>• Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.</li> </ul>
<b>Generic Template</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Deploy generic templates</li> <li>• Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide a copy of the next solicitation document.</li> <li>• Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.</li> <li>• Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).</li> </ul>

### Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Solicitation Development Solution</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Review and confirm the Solicitation Templates and forms provided by Customer.</li> <li>• Work with Customer to design and get sign off on the first template.</li> <li>• Following the sign off of the first template, configure the remaining templates in the system.</li> </ul> <p>OpenGov Assumptions:</p>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide templates with standard boilerplate language.</li> <li>• Provide forms associated with solicitation templates.</li> <li>• Provide admin documents.</li> <li>• Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design</li> <li>• Sign off on the first template before beginning the subsequent templates.</li> </ul>

	<ul style="list-style-type: none"> <li>• OpenGov will configure up to two (2) Solicitation Template(s) with standard boilerplate language: <ul style="list-style-type: none"> <li>○ RFP for Procurement of Services</li> <li>○ IFB for Public Construction</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Validate and provide signoff on Solicitation Templates.</li> </ul>
--	---	---

### Intake Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Intake Process</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Review current intake Process.</li> <li>• Perform basic intake Training.</li> <li>• Perform a gap analysis</li> <li>• Configure "Review/ Approval" workflow defaults for each department.</li> <li>• Build the Intake/Project Request Template.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide OpenGov with any Intake/Project RequestForms (templates) in current use.</li> <li>• Validate and provide signoff on Intake/ Project Request template.</li> </ul>

**Working Sessions and Trainings**

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Procurement Working Sessions</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Meet with the customer periodically throughout the implementation to: <ul style="list-style-type: none"> <li>○ Assign practice exercises to Customer to gain familiarization.</li> <li>○ Assist Customer during first real-life solicitation posting, and opening (if during deployment).</li> <li>○ Respond to questions regarding configured system functionality.</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Complete practice exercises to gain familiarization.</li> <li>• Identify internal Admin Users &amp; security permissions for all other users.</li> </ul>
<b>Procurement Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide up to nine (9) hours of Administrator training on system functionality. Topics covered include: <ul style="list-style-type: none"> <li>○ Creating Bids with Generic Templates</li> <li>○ Live Bid Management &amp; Vendor Experience</li> <li>○ Evaluation and Awarding</li> <li>○ Writing Solicitations using templates</li> <li>○ Intake Training and Workflow</li> </ul> </li> <li>• Provide up to one (1) hour of Intake End User Training covering:</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.</li> </ul>



	<ul style="list-style-type: none"> <li>○ How to use Intake to submit new requests</li> </ul>	
--	--	--

## Appendix C: Technical Requirements

### C-1: OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	<ul style="list-style-type: none"> <li>● .png or .jpg file</li> <li>● At least 300KB but not larger than 500KB</li> </ul>
Vendor List	<ul style="list-style-type: none"> <li>● Single Flat file</li> <li>● .csv or .xlsx format</li> </ul>
Sample Documents or Templates with boilerplate language	<ul style="list-style-type: none"> <li>● PDF or Word format</li> </ul>
Intake/Project Request Templates	<ul style="list-style-type: none"> <li>● PDF or Word format</li> </ul>
Admin Documents	<ul style="list-style-type: none"> <li>● PDF or Word format</li> </ul>