



Contract Review Sheet

CO-5070-22

Information Technology Agreement #: CO-5070-22 Amendment #: _____

Contact: Toby Giddings Department: Clerk's Office

Phone #: (503) 588-5047 Date Sent: Thursday, February 9, 2023

Title: Land Records Management System

Contractor's Name: Helion Software, Inc

Term - Date From: execution Expires: December 31, 2027

Original Contract Amount: \$714,900.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$714,900.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# CO1077-22

Description of Services or Grant Award

This contract, resulting from RFP CO1077-22 is to establish the new Land Records Management System (LRMS) for the Clerk's Office.

Desired BOC Session Date: 3/1/2023 BOC Planning Date: 2/16/2023

Files submitted in CMS: 2/8/2023 Printed packet & copies due in Finance: 2/14/2023

BOC Session Presenter(s) Bill Burgess

FOR FINANCE USE

Date Finance Received: 2/9/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag 2/10/2023
C5B2F3DF257F444...
Finance - Contracts Date

DocuSigned by:
Carrie Graham 2/27/2023
C56F30F42D03469...
Contract Specialist Date

DocuSigned by:
Jane E Vetto 2/24/2023
D0CEC5B04B9E483...
Legal Counsel Date

DocuSigned by:
Jan Fritz 2/27/2023
DC16351248DE4EC...
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 1, 2023

Department: Clerk

Agenda Planning Date: 2/16/2023

Time required: 5min

Audio/Visual aids

Contact: Toby Giddings

Phone: x5047

Department Head Signature: *Bill Burgess*
7391562EA8AF448...

TITLE Land Records Management System

Issue, Description & Background This contract, resulting from RFP CO1077-22 is to establish the new Land Records Management System (LRMS) for the Clerk's Office.

Financial Impacts: \$714,900.00

Impacts to Department & External Agencies none

Options for Consideration: 1) Approve contract CO-5070-22 with Helion Software for the implementation of the new Land Records Management System.
2) Do not approve the contract.
3) Take no action at this time.

Recommendation: Approve contract CO-5070-22 with Helion Software for the implementation of the new Land Records Management System.

List of attachments: Contract Review Sheet
Contract and related Exhibits

Presenter: Bill Burgess

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Toby Giddings; tgiddings@co.marion.or.us

**MARION COUNTY
CONTRACT FOR PROCUREMENT, LICENSING, AND MAINTENANCE
OF A
LRMS SYSTEM**

CONTRACT NO: CO-5070-22

This Contract is effective the day all signatures are obtained (defined here as the “Effective Date”), by and between, **Marion County**, a political subdivision of the State of Oregon (also referred to as the “County”), and **Helion Software Inc.** hereinafter called Contractor. This Contract may refer to the County and Contractor individually, as a “Party,” or jointly as the “Parties.”

The Initial Term of this Contract shall be the effective date through December 31, 2027, with the County’s option to extend for 15 additional years to December 31, 2042, for a maximum total term of 20 years.

The total not-to-exceed price under this Contract shall be \$714,900 for the Initial Term.

Recitals:

Whereas, as a result of RFP CO1077-22, subsequent meetings and a Scoping Session the Contractor will have an opportunity to review the County's existing systems, infrastructure, business policies and procedures, interface and reporting/query requirements and data necessary to determine the specific functional and technical requirements required of the Application being implemented, and the professional services needed to implement the Application. Subsequently, the Contractor will prepare a Statement of Work (SOW) including an agreed upon target implementation date based on these opportunities, which includes the capabilities generally described in the RFP that we are seeking, and the services we need to implement the Application using best practices within the industry; and

Whereas, on April 15, 2022, Contractor submitted its response to the request for pricing in which it indicated that it was willing to provide services to Marion County; and

Whereas, the County and the Contractor desire to enter into this Contract to set forth their understanding relating to the installation and implementation of the Application.

NOW, THEREFORE, it is agreed as follows:

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1. DEFINITIONS

Defined terms within this Contract will be designated with the first letter of the word in capital letter, as it appears below. If the word appears without capital letters, the definition will have its normal ordinary course of business definition. These definitions apply to the entire Contract including all Exhibits and Appendices, subsequent Amendments and Change Orders unless modified in an Amendment:

“Acceptance” means that the County has issued a Certificate of Acceptance for a Deliverable, Product, or Service.

“Acceptance Criteria” means all items stated in the Acceptance Test Plan that are drawn from all specifications, functionality, and performance requirements as set forth in the RFP (as such specifications, and requirements and Statement of Work may be changed from time to time by mutual agreement in writing), Contractor’s proposal and Contractor’s representations and warranties.

“Acceptance Date” means the date on which the County issues a Certificate of Acceptance for the System or a Deliverable.

“Acceptance Test” means the evaluation and testing method, procedures, or both, that are used to determine whether or not the System or a Product or a Deliverable requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the delivery and implementation schedule, integration of contingent products, scalability, performance tuning or other measurable features or milestones.

“Acceptance Test Plan” means the written compilation of Unit and System Acceptance Tests, Methodologies, Test Data and Acceptance Criteria which will be utilized in conducting tests of Equipment, Software, Deliverables and the System.

“Affiliates” means with respect to a named individual or entity, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control with the named individual or entity. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Agreement” means the Contract between Contractor and County, as amended and supplemented from time to time.

“Amendment” means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions, Term or Cost Provisions of the Contract or changing, adding to, or substantially altering a Statement of Work.

“Applicable Laws” All laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a Party and the location where a particular element of the service is performed or where any part of the application is situated) agency, body, instrumentality or authority that are applicable to any or all of the Parties, the services or the Terms of the Contract, including all environmental and hazardous materials laws which are applicable to performing the services.

“Authorized System User” means any user that has passed the authentication process of the system and is thereby authorized to use the system’s functions and components based on the permissions established by that user’s credentials (User ID and password, etc.).

“Business Day” means a calendar day of twenty-four hours, excluding weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” means a calendar day of twenty-four hours, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Certificate of Acceptance” means a written instrument by which the County notifies Contractor either that in its sole discretion the Acceptance Criteria for a specific deliverable have been met or waived, in whole or in part.

“Certificate of Final System Acceptance” means a written instrument by which the County notifies Contractor that all of the Acceptance Criteria have been met for the system, all of its components, and for all products and deliverables requiring Acceptance Testing.

“Change Order” means a written change to the statement of work. Change Orders are Contract Amendments pursuant to Section 2.6.2 that makes changes to Exhibit A within the scope of this Contract. Change order form is Exhibit F.

“Concurrent System User” means all users that are logged into the system at the same time.

“Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure.

Confidential information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party’s possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party. All usage of the term “Confidential Information” in this Contract shall be deemed to include the qualifications set forth in Section 2.33.

“Configuration” means a) revisions or modifications to software to enhance features and functionality but which do not include changes to the source code, and/or b) selection of functional options from choices provided within the software.

“Contingent Products” means a product or service which the County intends to use in conjunction with some other product or service and from which the County would not derive the essential purpose of the bargain if acquiring one without the other.

“Contract” means the Master Terms and Conditions and all the documents referenced in Paragraph 2.1.

“Contract Price” means the not-to-exceed price agreed upon by the Parties for the system as set forth in Exhibit B, subject to the provisions herein and as such price may be modified from time to time by Amendment.

“Contractor” interchangeable with Helion, Vendor or HELION.

“County Confidential Information” means any information, in any form or media, including verbal discussions, whether or not marked or identified by the County, which is reasonably described by one or more of the following categories of information: (1) personally information as described in ORS 646A.602(11); (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2); (5) information that would permit unlawful disruption or interference with property, individuals, or information systems as identified in ORS 192.345(22)&(23) (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to copyright, HIPAA), (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the County including without limitation, data and information systems, any software code and related materials licensed or provided to the County by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the County; and (9) any record or information the disclosure of which is prohibited or restricted or otherwise made confidential or privileged under Oregon Law.

“Coverage Hours” means those hours specified in this Contract during which period Contractor shall provide maintenance.

“CR/LF” means Carriage Return Line feed.

“Customization” means (a) any modification to the products, (b) any new component or accessory, or (c) in the case of software, new or modified code, whether any of the above have been prepared, created, or developed (1) by Contractor at the County’s request, (2) by Contractor at the County’s request as a work for hire, or (3) by the County, in conjunction with or as authorized by, Contractor.

“Data Configuration Acceptance Test” means the test that demonstrates the system operates as specified in the Contract after system configuration has been completed for the County. This test includes but is not limited to creating user profiles, setting up system security, building workflows, creating fees, loading validation tables, implementing approval processes and converting historical data.

“Data Conversion” means the process of collection, clean-up and migration of all required data and related documents from the County’s existing system and other sources identified by the County to the new System in accordance with the accepted Data Conversion Plan.

“Defect” - a program error that will cause Contractor Software to crash, failure of program to meet the specifications of the Master Contract and Exhibits in a material respect, or materially impairs the function of the program, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Contractor Developed Software as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced

to Contractor Developed Software unless the Third-Party Software is supplied by the Contractor, or to problems arising from Contractor Developed Software Configurations not developed by Contractor.

“Deliverable” means the goods, services, documents or tangible work products described in the Statement of Work to be provided to the County by Contractor under this Contract.

“Delivery of Products” means product has been received at the location specified in this Contract. Delivery of products is distinguished from final acceptance following delivery of the system.

“Documentation” means user manuals, training manuals and other written materials in any form that describe the features or functions of the products and system, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided by Contractor to the County, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Equipment” means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the successful implementation of the System and acceptable completion of the project as specified in this Contract.

“Failure” means an error which results in the complete inability of the system or a product, or any component of the system or a product, to operate in accordance with the applicable specifications and documentation or to meet relevant acceptance criteria during Acceptance Testing.

“Final Acceptance” means the County has determined that a deliverable or a product requiring Acceptance Testing: (a) has met the Acceptance Criteria and the County has provided a Certificate of Acceptance to Contractor; and (b) the deliverable or product functions and performs compatibly and without error when integrated as a functional component of the system.

“Final Implementation Date” means the date upon which the County issues a Certificate of Final System Acceptance for the System.

“Final System Acceptance” means that the system including all system components, equipment, software, connections, and interfaces, and Third Party Software : (a) has met all of the acceptance criteria for functionality and performance when fully integrated with County systems and networks, for the system and any products requiring Acceptance Testing, that the system has successfully completed the Reliability Acceptance Test and the County has provided a Certificate of Final System Acceptance to Contractor; and (b) all products perform in accordance with specifications throughout Acceptance Testing and the Reliability Test without error when integrated as functional components of the system and with County-specific data.

“Final System Acceptance Date” means the date on which the County issues a Certificate of Final System Acceptance for the system.

“Functional Acceptance Test” means the test that demonstrates the correct operation of the system's functions as specified within the contract including all of the interfaces, fees, workflows, system security, and data conversion components.

“Highly Available Architecture” means a system design (architecture) that ensures a high level of operational continuity and performance to the metrics specified in the Contract.

“Hosting” means the provision of the servers and other equipment, connectivity, and technologies and services infrastructure needed for the provision of web-based software or software accessible to users

through the Internet.

“Infrastructure” means the physical components used to operate the system and to connect users to the system, including but not limited to equipment, software, network, firewalls, routers, etc. Infrastructure serves as the foundation upon which the system and the project capabilities are built.

“Installation Acceptance Test” means verifying the installation and configuration of all system equipment at its final/permanent location along with verifying basic functionality of all components.

“Interface” means a point of interaction between system components or the device or code which enables such interaction; applicable to both equipment and software.

“Inquiry-Only System User” means any user that is authorized by the County to use only the query functions and components of the system and does not enter or change data.

“Key Personnel” means specific individual identified by Contractor in its proposal to fill key positions.

“Key Position” means the Contractor’s Project Manager, Business Analyst, Technical Lead and Architect, and the Project Manager or Lead person for any subcontractor, or the equivalent positions regardless of titles in Contractor’s proposal.

“Maintenance” means services, other than repairs during the maintenance period, provided by Contractor to the County designed to keep the system operating in optimum condition and at a minimum level to comply with the contract specifications.

“Maintenance Fee” means the fee paid by the County for maintenance.

“Maintenance Period” means the time period when Contractor provides maintenance to the County, which begins upon expiration of the Warranty Period.

“Maintenance Request” means a request by the County to Contractor for maintenance.

“Manufacturer’s Warranty” means a written statement to the County from a third party or from the Contractor on behalf of the third party that one or more components of the system or its products or services will meet the required specifications, functionality and performance level, and Contractor will provide repairs as needed during the Manufacturer’s Warranty Period, independent of Contractor’s maintenance obligations as specified in section 2 of this Contract.

“Manufacturer’s Warranty Period” means the time period during which a Manufacturer’s Warranty is valid and enforceable by the County.

“Master Terms and Conditions” means this document, the body of text from the preamble through the signature page.

“Material Breach” means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

“Open-Source Software” means any computer program for which the license provides the rights to run the program, view and change the source code, distribute exact copies, distribute modified copies and frees parties from any obligation to pay license fees or royalties.

“Operating System Software” means any computer program product that is installed on, and is a component integral to the function of, the equipment.

“Party” or “Parties” means the County and Contractor individually as a “Party” or jointly as the “Parties.”

“Priced Options” means features and functionality that are available, offered, and priced in the contract, but which the County may or may not purchase at the time the contract is executed. The County may purchase Priced Options at any time during the contract term. The quoted price of Priced Options shall remain effective for one year following Final System Acceptance, and may be adjusted per the Contract for subsequent years.

“Product(s)” means supplies, equipment, documentation and software, as well as updates, upgrades, customization and training.

“Production Environment” means the instance of the System which purpose is daily use for conducting the County’s business.

“Project” means the overall collection of activities required for delivery and support of the system including, without limitation, design, development, integration, testing, support and maintenance, any of which Contractor may be providing in whole or in part.

“Proposal” means Contractor’s response to the County’s RFP referenced on page one of this Contract.

“Reliability Acceptance Test” means operating and monitoring the complete system in a live production mode for a period of 30 consecutive calendar days to verify the system meets the performance and response requirements of the contract while providing the functions and capabilities of the specifications.

“Repair” means to fix, patch, reprogram or replace the system or any equipment or software component thereof so as to eliminate errors or failure.

“Resolution Time” means the elapsed time between when a help desk ticket is logged until the time it is closed and accepted by the County.

“Response Time” means the elapsed time between the time a help desk ticket is submitted to the Contractor’s Help Desk and the Contractor’s staff contacts the ticket submitter at the County.

“Services” means both ordinary and professional services as required to be performed by Contractor under this contract for the County. Services include, but are not limited to, software maintenance, consulting, training, installation, analysis, programming, needs assessment, or technology review.

“Software” means the object code version of any proprietary or licensed computer programs, firmware, applications or operating system software which are components of the system and are licensed by Contractor to County pursuant to this Contract, including, without limitation, any custom software or customization, application software, base software, diagnostic software, updates, upgrades and any related documentation. Software may include Third Party Software and/or Open-Source Software delivered by Contractor if required to operate and maintain the system.

“Software Enhancement or Customization” means a modification of Contractor’s software source code to increase its capabilities.

“Source Code” means a complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the software which, when assembled or compiled, becomes the executable object code of the software. Source Code shall include all material including but not limited to design documentation, software documentation, reference manuals and documentation, libraries for the software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary for a reasonably skilled programmer or

analyst to understand, maintain, and modify the software.

"Specifications" means the capabilities, functionality and performance requirements, for the system and its components as provided in the change orders, the acceptance criteria, the statement of work, product documentation, Contractor's proposal, proposal clarifications and the County's request for proposals.

"Statement of Work" (SOW) means a detailed description of the tasks and deliverables required to successfully implement and deliver the system, and the product(s), and/or service(s) to be provided to the County by Contractor under this Contract.

"Subcontractor" means any person or business entity employed to perform all or part of an obligation of this Contract under the control of the Contractor.

"System" means collectively all equipment, products and software, labor, and training to be provided by Contractor to County under this Contract.

"System Response Time" (SRT) means the time between the depression of the last keystroke or activation of a pointing device that initiates a system transaction and the initial appearance of the system response resulting from the completed transaction (e.g., first page, pop-up window, etc.). Response Time is measured at the initial completion of the resulting transaction, not when the transaction begins or during system processing of the transaction as may be reflected by one or more system status messages.

"Test Environment" means an instance of the system which purpose is used for testing and evaluating the system or components of the system separately from the Production Environment.

"Thin Client" (sometimes also called a lean or slim client) is a computer or a computer program which depends heavily on some other computer (its server) to fulfill its traditional computational roles. This stands in contrast to the traditional fat client, a computer designed to take on these roles by itself.

"Third Party Software" means software other than Contractor-Owned software provided to County by Contractor under this Contract and that Contractor is authorized to license to the County subject to the original manufacturer's standard provisions, or recommended by Contractor as a component of the system for the County to purchase from someone other than Contractor.

"Training Environment" means an instance of the system whose purpose is used for training end users on the system or components of the system in an environment separate from the Production Environment.

"Throughput Test/Projected Load Acceptance Test" means the test which demonstrates over a specified time period that system response times meet the performance specifications of the Contract, even when a maximum load is placed upon the system and during peak system load periods.

"Update" means a change, modification, or enhancement to the equipment or software and related documentation, which improves its performance or efficiency, but does not alter its core functionality.

"Upgrade" means a newer, better version, change, modification, or enhancement to the equipment or software (including Third Party Software), and related documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the software and may be considered a new version. Software upgrades may include error correction, bug fixes, additions to, or patches to the software.

"Use" means the County's right to install, integrate, configure, implement, test, access, benefit from, maintain and operate the system, or any system components; any Contractor-provided software tools to customize the system; documentation listed in the Contract; training materials County may acquire to

provide internal training on the system to County users; any software enhancements produced by or in collaboration with Contractor to develop the system to County's unique business processes and/or programming environment for purposes of installing, operating, configuring or using the system.

“User” means any person employed by or working on behalf of the County, the County's Offices, Departments and Divisions, Officers, Directors, and any person or entity authorized by the County to provide it with services requiring use of the system, and to use the County's resources in whole or in part, in the course of assisting the County.

“Warranty Period” means 12 months from the final system acceptance.

“Web” means the World Wide Web, abbreviated as WWW and commonly known as the Web.

“Web-based” means a software application that is accessed on the Internet via a web browser.

2. GENERAL PROVISIONS

2.1. Order of Precedence:

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the terms of the Master Contract and its Terms and Conditions will take precedence over the other terms of the Contract except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract, the order of precedence shall be:

- Amendments/Change Orders (Exhibit F) to this Contract
- Master Contract
- Exhibit A: Statement of Work
- Exhibit B: Contractor's Price
- Exhibit D: Software License Agreement
- Exhibit E: Client Software Support Agreement
- Exhibit G: Minimum Hardware Specifications
- Exhibit H: System Specifications

2.2. Point of Contact:

Contractors' representative listed in section 2.10 shall be the sole point of contact for the County with regard to the Contract.

2.3. Capacity to Contract:

Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.

2.4. Compliance with Law/Venue:

- 2.4.1. Authority to Conduct Business: Contractor warrants it is duly authorized to operate and do business in all places where it shall be required to do business under the Contract; that it has obtained or shall obtain all necessary licenses and permits required in connection with the Contract and that it shall fully comply with all laws, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

- 2.4.2. Oregon State Venue/Choice of Law: This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.
- 2.4.3. Compliance with Applicable Law: Contractor warrants it has complied and shall comply with all applicable law, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery and performance of this Contract.
- 2.4.4. Conflict of Interest: Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Contract.
- 2.4.5. Rule of Construction/Contract Elements/Headings: This Contract has been drafted by the County in the general format as a convenience to the Parties only but has been equally negotiated by both parties and the contract shall not, by reason of authorship, be construed against the County. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of the Contract.

2.5. Term:

Unless terminated earlier under the provisions herein, this Contract shall remain in effect during the Initial Term as well as any option years exercised at the County's discretion. Initial term cannot exceed five (5) years unless terminated prior to that date pursuant to section 2.35.

2.6. Changes to Contract:

- 2.6.1. Amendment of the Contract: Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the County and executed in writing by authorized representatives of the Parties. If the requirements for amendment of this Contract as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.
 - 2.6.1.1 Anticipated Amendments: Amendments made to this contract for the following reasons will be considered anticipated amendments.
 - a. Extending the term to continue services.
 - b. Adding funds to pay for continued services.
 - c. Adding additional modules, products, or services within the scope of the original solicitation.
 - 2.6.1.2 Unanticipated Amendments: All other amendments made to this contract will be deemed unanticipated amendments.
- 2.6.2. Change Orders to a Statement of Work: The County reserves the right to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of products or services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall also execute an Amendment to the Contract as needed and/or adjust the fee and/or time schedule accordingly. If the amount of such adjustment cannot

be calculated as a function of hours or tasks, the Parties shall negotiate in good faith a modified schedule and/or price.

- 2.6.3. Analysis of Change Requests; Change Orders. The parties will analyze each change request (that has not been rejected) in accordance with the authorized change control process to determine the effect that the implementation of the change will have on Exhibit A, Statement of Work, Performance Standards, and related costs. If Contractor requests to make changes in its design or implementation of the System to enable the System to meet Requirements, such changes will be made at no cost to Marion County, unless such changes are due to the failure of Marion County or its agents to perform their responsibilities in a timely manner. If the analyzed change request is mutually approved, the agreed-upon party will prepare a written change order, detailing all modifications to Exhibit A, and related costs (the "Change Order") Change Order Form is located as Exhibit F.

2.7. Personnel:

- 2.7.1. Key Positions: The County has designated Key Positions under this Contract. The job titles and persons set forth herein include the equivalent positions which may have different position titles in Contractor's proposal. The named individuals set forth in Contractor's proposal to fill these Key Positions are Key Personnel.
- 2.7.2. County Requested Substitution of Key Personnel: The County reserves the right to request a change in Contractor's Key Project personnel for cause at any time.
- 2.7.3. Substitution of Key Personnel: Any substitutions or a replacement of Key Personnel by the Contractor, requires the written approval of the County, such approval not to be unreasonably withheld. For any proposed substitute Key Personnel, Contractor shall provide the following information to the County: a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the County. Proposed substitutes should have qualifications comparable to or better than those of the person(s) being replaced. The County reserves the right to interview and approve proposed substitutes. The County will notify Contractor within five (5) business days after receipt of all required information of the acceptability of proposed substitute Key Personnel. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.
- 2.7.4. Security Requirements for Personnel. In the event of any substitution or replacement of Key Personnel Contractor shall provide to the County the information and authorization required to conduct an extensive personal history and background investigation (which at a minimum, includes full names, date of birth, and references) of all of any substitute or replacement personnel that will have access to confidential information and criminal justice information systems (e.g., ACCESS, NCIC, local records, etc.). Contractor personnel must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility.

Background checks are to be conducted via request to the Marion County Sheriff's Office. The minimum background check process shall include, but not be limited to, the following checks:

- Social Security Number (SSN);
- Address Validation;
- Credit History, Criminal History, Court Records; and
- Department of motor Vehicles

2.7.5. **County Personnel:** The County has identified County employees within this Contract with certain responsibilities and designated authority. The job titles and persons set forth herein include the equivalent positions which may have different position titles. The County has discretion to delegate the responsibilities and authority to another employee or different employee as the County’s designee for purposes of fulfilling its obligations under this Contract.

2.8. Delivery:

Contractor shall deliver the system and product’s freight and insurance prepaid, F.O.B. to the County’s designated location at the time indicated in this Contract or on any Statement of Work or Change Order. Shipments will be complete and partial shipments will be avoided unless the County agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until product is received by the County at the delivery site subject to a reasonable inspection period (not to exceed five days). Contractor shall furnish on-site or other assistance, as may be required to install the product as set forth in the Contract, Statement of Work or Change Order, at no additional cost to the County. Acceptance shall not relieve Contractor from its responsibility under any representation or warranty. If the County makes a payment for a product prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor. In the case of the system, delivery of products shall not be deemed to be complete until the system is available for commencement of the Acceptance Test.

2.9. Delivery Schedule:

Contractor shall work collaboratively with the County to meet all required schedules and deadlines for delivery of product(s) and or services in accordance with the agreed upon final implementation date as set forth in this Contract or an individual Statement of Work or Change Order. Contractor shall not be responsible for delays in schedules or deadlines caused by the County’s inability to meet required timeframes.

2.10. Written Notifications:

All written notifications and written amendments shall be sent to the following:

To Contractor:

Murray Giesbrecht
Helion Software, Inc.
P.O. Box 3506
Salem, OR 97302
Phone: (503) 362-9394

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

2.11. Reserved.

2.12. Payment:

Unless subject to successful completion of an Acceptance Test or other payment milestone specified in any Statement of Work or Change Order, payment for the system and/or any product, deliverable or service shall be in accordance with the payment schedule. Payment shall be issued by the County net thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor’s name and address; invoice number; date of invoice; Contract number and date; description of products and/or services; quantity, unit price, (where appropriate), and total amount; County required reporting, if any, and the title and phone number of the responsible official to whom payment is to be sent. The County may stipulate how line items are entered on an invoice to ensure compatibility with the County’s accounting and financial systems and to facilitate payment to Contractor.

All payments by County will be made according to the schedule in Exhibit B.

2.13. Payment of Taxes/Contractor Shall Withhold:

- 2.13.1. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.
- 2.13.2. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, “tax laws” includes all the provisions described in subsection 2.13.3.1 through 2.13.3.4 of this Contract.
 - 2.13.2.1 Any violation of subsection 2 of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in subsection 2.17 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
 - a. Termination of this Contract, in whole or in part;
 - b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State’s setoff right, without penalty; and
 - c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services, replacement Goods, and replacement Contractor.
- 2.13.3. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the date of this Contract, faithfully has complied with:
 - 2.13.3.1 All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - 2.13.3.2 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor;
 - 2.13.3.3 Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - 2.13.3.4 Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

2.14. Independent Contractor:

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor’s activities and responsibilities

for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an “independent contractor” and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an “independent contractor”, Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

2.15. Assignment:

Neither Party is authorized to assign, transfer, subcontract, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld, except that (a) either Party may assign to any corporate affiliate pursuant to any merger, consolidation or other reorganization, without the other Party's consent but upon written notice to the other Party, (b) in the event that the County's business needs change or the County enters into an agreement with a provider for outsourcing services, Contractor agrees that the County shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the County's business, including an outsourcing provider, provided such outsourcing provider operates the software licensed hereunder expressly and solely for the County's benefit, upon written notice to the other Party, and (c) Contractor may not, without the other Party's consent but upon prior written notice to the other Party, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract.

2.16. Delegation of Obligations/Subcontractors:

Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets, stock, or the line(s) of business applicable to this Contract), or delegate any obligations under this Contract, cancel or change any previously approved subcontract without the County's prior written consent, such consent not to be unreasonably withheld. Contractor shall be fully responsible for the acts and omissions of its Subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The County reserves the right to review any agreements between Contractor and its Subcontractors for Products and/or Services authorized under this Contract.

2.17. Warranties:

Contractor warrants, for the benefit of the County only, that at the time of Final Acceptance of the products, the products will operate in material conformity with the functional specifications set forth in the applicable related documentation supplied in writing by Contractor as defined in this Contract. As County's exclusive remedy for any defect in the Contractor's Software Modules (See Exhibit D and Exhibit E), Contractor shall, during the commencement of the warranty period (“Warranty Period”), provide reasonable efforts to correct and cure such nonconformity or defect of the Licensed Software as provided for in the software support agreement, provided County notifies Contractor in writing of such failure(s). The services covered by First Year Support (and subsequent years support) shall be defined in Contractor's Software Support Agreement(s) per Exhibit D and Exhibit E, which shall be executed hereafter. Contractor shall not be liable to County for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to Contractor under this Contract, whether or not Contractor is aware of or has been advised of any such claims or demands. Contractor warrants as follows:

- 2.17.1. Disclosure and Assignment of Manufacturer's Warranties: In all cases where products or equipment or services are covered by a Manufacturer's Warranty, Contractor will provide the County with all Manufacturer's Warranties pertaining to all services or products provided by Contractor. Contractor will assign to the County any Manufacturer's Warranty applicable to any respective product, equipment or service. Notwithstanding the foregoing, Contractor shall be held responsible by the County for correction to or replacement of the system or any of its components during the period of Warranty and Maintenance.
- 2.17.2. Equipment and Parts Warranty: Contractor warrants that equipment and parts will be new, the latest model and free from material defects in material and workmanship during the Manufacturer's Warranty Period when put into use and service under contract specifications. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or equipment to the County, Contractor shall request the County's acceptance in writing in advance of delivery and the County retains the right to accept or refuse Contractor's use of refurbished, reclaimed or remanufactured parts. If the County accepts the use of refurbished, reclaimed, or remanufactured parts or equipment, Contractor warrants such products have the same warranty as that of new and current products and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed or remanufactured parts without the prior consent required by the County, Contractor may be required, at the County's sole discretion, to replace such parts and equipment with new and current manufactured parts and equipment at Contractor's sole expense at no expense to the County. The County retains the right to accept or refuse Contractor's use of refurbished, reclaimed or remanufactured parts.
- 2.17.3. Warranty Against Planned Obsolescence and Reclaimed Parts and Equipment: The Contractor warrants that at the time of delivery of Contractor developed products, it will not in the next 12 months, announce replacements for those products delivered pursuant to this Contract and will not reduce support for the products delivered.
- 2.17.4. Industry Standards: The system and all components of the system are compliant with all other generally accepted industry standards.
- 2.17.5. Warranty and Representations: Contractor warrants and represents the following:
- 2.17.5.1 Performance to Specifications: The system, including all components and upgrades supplied by Contractor shall operate in accordance with acceptance criteria, or specifications (which may be updated from time to time), and all documentation during the Warranty Period.
- 2.17.5.2 All Necessary Materials: The County has all necessary materials and that no other equipment, software, interfaces, applications or other products and/or services are required to be used in conjunction with the system for the system to operate in accordance with the acceptance criteria and documentation. Contractor is accountable for all software, including third party, that makes for an operational system. The County is responsible for all hardware, operating systems and SQL Server database software.
- 2.17.5.3 No Material Defects or Viruses/Illicit Code: The system (a) is free of any defect in material of the media in which it is delivered; and (b) is free of any virus, Trojan horse, spyware, malware, or other program code designed to erase, disable or otherwise harm or interfere with the County's equipment, data or other programs that Contractor or any Subcontractor to Contractor knew or should have known was contained in the software or other code or program.
- 2.17.5.4 Illicit Code: Contractor's software and third party software shall not (a) contain any hidden files that Contractor or any Subcontractor to Contractor knew or should have known were contained in the software or programming; (b) replicate, transmit, or activate itself without the control of

an authorized person operating computing equipment on which it resides, unless requested or authorized by the County's Contract Manager; (c) Alter, damage or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides; or (d) contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this contract, based on residency on a specific hardware configuration, frequency of duration of use or other limiting criteria. Any of the foregoing shall constitute "illicit code".

- 2.17.6. Documentation Explains Use: Contractor warrants that the documentation shall explain the operation of the system in terms understandable by County users of reasonable technical competence.
- 2.17.7. No Third Party Conflict or Infringement: Contractor warrants the execution, delivery, and performance of this Contract shall not contravene the terms of any contracts with third parties or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision.
- 2.17.8. Commencing of the Warranty Period: Where contingent products are ordered and no acceptance test is required, the Warranty Period shall not commence until acceptance by the County of all required or all contingent products. The County may, at its election, postpone services in support of products so as to coincide with delivery and acceptance of all contingent products. The County shall not incur any additional fees whatsoever for reordered or replacement contingent products.

2.18. Contract:

This Contract, together with all Exhibits, Attachments and those documents, which by their reference have been incorporated herein, constitutes the entire Contract between the County and the Contractor and supersedes all proposals, oral and written agreements, between the County and the Contractor on this subject.

2.19. Flow-down Clauses:

Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract.

- Section 2.7, Personnel
- Section 2.12, County Reporting Requirements
- Section 2.21, Indemnification and Insurance
- Section 2.24, Insurance and Bonding
- Section 2.33, Confidentiality

2.20. No Third Party to Benefit:

County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

2.21. Indemnification and Insurance:

- 2.21.1. Indemnification: Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from,

arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

- 2.21.2. Insurance Requirement: Contractor shall obtain the insurance required under section 2.24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- 2.21.3. Self-Insurance: County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

2.22. Limitation of Liability:

Except for infringement indemnity under Section 2.17.7, personal injury or death, neither the County nor Contractor, its partners, principals, or employees shall be liable for more than the total value of this Contract for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the products and/or services provided hereunder.

In no event shall the County or Contractor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, costs, expenses or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation negligence) or otherwise.

To the extent a claim is eligible for coverage under any policy of insurance required by this contract, such claim or claims shall not be subject to the limitations of liability above. Under this circumstance the limit of liability shall be the insurance policy limits.

2.23. Force Majeure:

- 2.23.1. In the event that either Party is unable to perform any of its obligations under this Contract (or in the event of loss of use) due to natural disaster, (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract and/or any affected Statement of Work or Change Order shall immediately be amended or modified by the Parties to reflect any mutually agreed changes to project schedule(s) or delivery dates.
- 2.23.2. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work or Change Order.
- 2.23.3. If delay in delivery due to a Force Majeure Event does not exceed thirty (30) Calendar Days, such delays in delivery shall automatically extend the delivery date for a period equal to the duration of such events; any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event so long as it does not exceed thirty (30) Calendar Days.

- 2.23.4. If delay in delivery due to Force Majeure Event is longer than thirty (30) Calendar Days, the County shall have the right to terminate this Contract, or a Change Order, upon written notice to Contractor, in accordance with this Section.
- 2.23.5. If this Contract involves the acquisition of equipment or software that contains personally identifiable information and/or processes credit card transactions, a security breach of Contractor's system shall not be considered a Force Majeure Event.

2.24. Insurance and Bonding:

2.24.1. Required Insurance. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

2.24.2. Required Coverage is as follows:

2.24.2.1 Commercial General Liability: The Contractor shall obtain, and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of operations under this Contract, whether such operations be by the Contractor, a sub-contractor, or anyone directly or indirectly employed by either the Contractor or a sub-contractor.

Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Bodily Injury/Death:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants

2.24.2.2 Workers' Compensation: All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2.24.2.3 Technology Errors and Omissions; Information Security & Privacy Liability: Contractor shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

Technology Products and Services E&O - Information Security & Privacy Liability for Service Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of products, services and software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation,

downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Such insurance shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the County for three years following termination or expiration of this Contract.

2.24.2.4 Insurance Requirements for Subcontractors: Should Contractor subcontract any part of the Contract, Contractor will require those Subcontractors or affiliates if not covered under Contractor's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

2.24.2.5 Performance Bond: In lieu of a performance bond, the County will withhold 10% of the total contract amount (excluding license costs) until all phases of the project have successfully completed Reliability Acceptance Testing and the County has issued a Certificate of Acceptance.

2.24.3. Insurance Certificate: Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Said certificate must be provided on a standard "ACORD" or comparable form, must include as additional insured Marion County, with respect to this Contract, must provide that coverage shall not be canceled or modified without 30 days prior written notice to the County, and must state that all policies are written with an "occurrence" trigger. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

2.24.4. Additional Insureds: The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The County shall be named as an additional insured with respect to all such policies by endorsement CG 20 10 11 85 which must be attached to the certificate and copies of all policies shall be furnished to the County upon execution of this Contract by both the County and the Contractor.

2.25. Ownership and Use of Documents.

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

2.26. Proprietary Rights:

Except customizations, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the products or services are and will remain the exclusive property of Contractor or its designees. County shall not decompile, disassemble or otherwise reverse engineer the software.

2.27. Return of Parties' Property:

When the Contract or any Task/Change Order placed pursuant to the Contract is terminated or expires, each Party shall return to the other all papers, materials, and properties of the other Party then

in its possession. The County will retain one (1) copy of the documentation for the express purposes of public record archiving.

If the County has paid in full for licensed product prior to the expiration date of this Contract the County shall retain licenses to product for which the County may continue to order maintenance and upgrades. Terms of this Contract relating to such licensed product, maintenance and upgrades shall survive expiration of the Contract.

2.28. Reserved.

2.29. Reserved.

2.30. Notice of Change in Ownership or Financial Condition:

Contractor must maintain a financial condition commensurate with the requirements of the Contract. If during the Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or experiences a change in ownership or control, Contractor shall immediately notify the County in writing. Failure to notify the County of such a change in financial condition or change in ownership or control is a material breach of the Contract.

2.31. Audits and Access to Records:

- 2.31.1. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.
- 2.31.2. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

2.32. Overpayment:

If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the County. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of Services is not efficient in accordance with the U.S. Government Accountability Office's Government Auditing Standards, or that the services are not effective in accordance with these Government Auditing Standards, the County may pursue remedies as provided under Section 2.35, Termination, and Section 2.40, Remedies.

2.33. Confidentiality:

- 2.33.1. Maintenance of Confidentiality: Contractor shall treat as confidential any County Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use County confidential information exclusively for the County's benefit and in furtherance of the products and/or services provided by Contractor. Except as may be expressly authorized in writing by the County, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such County Confidential Information. Contractor shall (a) limit disclosure of the County confidential information to those directors, officers, employees and agents of

Contractor who need to know the County confidential information in connection with the County project, (b) exercise reasonable care with respect to the County Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (c) return immediately to the County, upon its request, all materials containing County confidential information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use County confidential information or the intellectual property of the County without the County's prior written consent

- 2.33.2. Scope: This Contract shall apply to all County confidential information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to County confidential information which (a) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor; (b) Contractor lawfully receives from a third party; (c) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Contract or the date of any access or exposure to any County confidential information, or (d) is required to be disclosed under operation of law. Contractor's confidentiality obligations under this Contract shall survive termination.
- 2.33.3. Equitable Remedies: Contractor acknowledges that unauthorized disclosure of County Confidential Information or misuse of a County computer system or network will result in irreparable harm to the County. In the event of a breach or threatened breach of this Contract, the County may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.
- 2.33.4. Contractor's Confidential Information: During the term of the Contract, Contractor may disclose to the County, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The County shall not be deemed to have breached this Section if (a) Contractor's Confidential Information later becomes part of the public domain through no act or omission of the County; (b) is required to be disclosed under operation of law; (c) the County lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality; or (d) was developed independently by and was reduced to writing by the County prior to the earlier of the date of this Contract or the date of any access or exposure to any Contractor Confidential Information.
- 2.33.5. Public Records Request: Contractor acknowledges that Marion County is subject to the Oregon Public Records Law and Federal law. Third persons may claim that the confidential information Contractor submitted to the County hereunder may be, by virtue of its possession by the County, a public record and subject to disclosure pursuant to the Oregon Public Records Law. Subject to the following conditions, the County agrees not to disclose any information Contractor submits to the County that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as confidential. The County's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and Federal laws. Within the limits and discretion allowed by those laws, the County will maintain the confidentiality of information.
- 2.33.6. County's Obligation to Notify Contractor: If the County receives a public records request for information that Contractor has marked CONFIDENTIAL and submitted in confidence, the County shall notify Contractor of the request. The County is required to respond to public records requests pursuant to the timelines contained in ORS 192.329. Contractor shall be responsible for

providing County with any objection disclosure of the requested records and shall provide the County with Contractor's basis for the objection. Contractor shall be responsible for its attorney fees and costs in any action related to the public records request and shall save and hold harmless the County from any penalties, attorney's fees or costs under Oregon Public Records Laws (ORS 192.311 through 192.431) for withholding or delaying public disclosure of such information caused by Contractor's claim that such information is its confidential information that is exempt from disclosure.

- 2.33.7. Discovery of Documents: In the event a party to litigation seeks discovery of information submitted by Contractor in confidence, the County will notify Contractor of the request. The County shall allow Contractor to participate in the response at its own expense. The County will comply with any effective order issued by the court having jurisdiction over the matter.

2.34. Dispute Resolution:

Contractor shall cooperate with the County to assure that all claims and controversies which arise during Contractor's performance of Services under this Contract and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- 2.34.1. Any dispute between the County and Contractor arising prior to completion of Contractor's services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the County and on behalf of Contractor.
- 2.34.2. If the Contract Officer or the Contract Officer's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Board of Commissioners on behalf of the County and to the President on behalf of Contractor for resolution, if possible.
- 2.34.3. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.
- 2.34.4. Should an equitable solution not result from the foregoing, the County and Contractor shall be free to pursue other remedies allowed under this Contract.
- 2.34.5. Unless ordered by the County to suspend all or any portion of Contractor's services, Contractor shall proceed with the performance of such services or delivery of products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon change orders that the County may issue regarding the acceleration of all or any portion of the products or services. During the pendency of any of the foregoing dispute resolution procedures, the County shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract.

2.35. Termination:

The following conditions apply to termination of this Contract. The County, on thirty (30) days written notice to Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

- 2.35.1. The County and Contractor, by mutual written agreement, may terminate this Contract at any time.

- 2.35.2. Either the County or the Contractor may terminate this Contract in the event of a Material Breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. In the event of default under this Contract, the non-defaulting Party shall have the option (upon the expiration without cure of any applicable cure period) to: (a) terminate in whole or in part this Contract or any related Statement of Work or Change Order, (b) seek remedies pursuant to this Contract (c) seek any other remedies in the Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (d) any combination thereof.
- 2.35.3. County Termination for Cause: The County may terminate this Contract for the following reasons, which constitute cause for purposes of this Section:
- 2.35.3.1 Bankruptcy: The County may terminate this Contract if Contractor:
- a. becomes insolvent, makes a general assignment for the benefit of creditors;
 - b. suffers or permits the appointment of a receiver for its business or assets;
 - c. becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or
 - d. has wound up or liquidated, voluntarily or otherwise.
- 2.35.3.2 Maintenance Default: The County may terminate this Contract if Contractor fails to provide Warranty or Maintenance services as defined in this contract or Contractor has not cured its failure to provide Maintenance as provided and paid for in this Contract.
- 2.35.3.3 System or Product or Software Performance Default: The County may terminate this Contract for Material Breach if the system or product exhibits errors causing serious disruption of use and/or repeated periods of downtime, over a continuous period of 15 days or more. Refer to Section 4.11 Severity Level, Escalation, and Response Time for details.
- 2.35.3.4 Software Code: Inclusion of illicit code as set forth in Section 2.17.5, Warranty and Representations, shall be considered a Material Breach of the Contract and no notice or cure period will apply. In addition to any other remedy available to it under this Contract with respect to any such material breach, the County reserves the right to pursue any civil and/or criminal penalties available to it against a Contractor, including without limitation the Deceptive Trade Practices & Consumer Protection Act, the Computer Crimes Law, Computer Fraud and Abuse Act, and any other remedy at law or equity.
- 2.35.3.5 Void Assignment: In the event that Contractor assigns its obligations to provide products and/or services under this Contract to any third party in a manner other than as set forth in Section 2.20, Assignment, the County shall have the option to seek specific performance, terminate this Contract or any Statement of Work or Change Order for products and/or services, and promptly receive a pro rata refund for fees paid for such Products and/or Services.
- 2.35.4. Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.23, Force Majeure.

2.35.5. Contractor Termination for County Breach: In the event of Material Breach of this Contract by the County, then Contractor's remedy shall be limited to termination of the Contract and receipt of equitable payment for services rendered.

2.36. Succession:

This Contract will be binding on the legal successors or representatives of Contractor and County. It will also be binding on any party that receives licensing and distribution rights to Products provided from Contractor. Any right granted to either party under this Contract may not be assigned by that party or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

2.37. Rights and Obligations:

If either Contractor or County terminates this Contract, Contractor will retain all fees for products or services delivered to County up to the date of termination.

2.37.1. Any termination by Contractor as provided in this Contract will not in any way operate to deny any right or remedy of Contractor, either at law or in equity, or to relieve County of any obligation to pay the sums due under this Contract or of any other obligation accrued prior to the effective date of termination.

2.37.2. Any termination by County as provided in this Contract will not in any way operate to deny any right or remedy of County, either at law or in equity, or to relieve Contractor of any obligation to pay the sums due under this Contract, or of any other obligation accrued prior to the effective date of termination.

2.37.3. Contractor Products are subject to the export control laws of the United States and other countries. County may not export or re-export Contractor software without the appropriate United States and foreign government licenses. County must comply with all applicable export control laws and will defend, indemnify and hold Contractor harmless from any claims arising from County's violation of such export control laws.

2.37.4. Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.23, Force Majeure.

2.37.5. County Termination for Contractor Breach: In the event of termination by the County due to a Material Breach by Contractor, then the County may complete the Project itself, by agreement with another contractor, or by a combination thereof. In the event of any Material Breach by Contractor, which Breach shall not have been cured as agreed to between the County and the Contractor, the County shall have the ability to pursue the County's rights at law.

2.38. Civil Rights, Rehabilitation Act, Americans with Disabilities Act and Title VI of the Civil Rights Act.

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

2.39. Waiver:

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract.

2.40. Remedies:

The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

- 2.40.1. **Software Failure:** In the event of Software failure as set out in the General Provisions above, the County shall have the right to one or more of the following non-exclusive remedies: (a) Contractor provide engineering/technical support on site at the County's location, if necessary for resolving the problem causing the breach. The County has the option to assign one or more of its full-time employees to assist Contractor's engineer/technician(s) in repairing the problem. Contractor retains copyright and all ownership rights to the source code and any changes made during this period if such repair involves software. The County agrees to maintain confidentiality of the source code and all residual know-how and knowledge that may be transferred to County employees as a result of this effort; however, at the County's sole discretion; or (b) the County may terminate this Contract in its entirety or solely as to the affected Change Order and exercise the remedies included in this Contract, in the County's sole discretion.
- 2.40.2. **Maintenance Remedies:** In addition to any other remedies provided for in this Contract or at law or in equity, the County shall have the right to obtain one or more of the following non-exclusive remedies in the event of any material breach involving maintenance under this Contract by Contractor: (a) suspension of contested payment obligations accruing during the period for which Contractor is in material breach; (b) termination of this Contract in its entirety as set forth in Section 2.35 Termination of any affected maintenance request, in the County's sole discretion; and (c) a refund of all fees for maintenance paid by the County to Contractor for the period beginning from the date of the material breach to the end of the term.

2.41. Severability:

Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the County and its successors and assigns.

2.42. Rolling Estoppel:

Unless otherwise notified by Contractor, it shall be understood that the County shall have met all its obligations under the Contract. The County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiency and Contractor identifies the specific deficiency in the County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of Contractor.

- 2.42.1. Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.
- 2.42.2. In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the County's project manager can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

2.42.3. If the problem is one that allows Contractor (within the terms of the Contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the Change Order or Amendment procedure.

2.43. Survival:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Contract; limitation of liability; and obligations to make payments of amounts that become due under this Contract shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect. Nothing in this Contract shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the County and the Contractor. As stated in section 2.24.4.3.

2.44. Liability:

Contractor agrees to perform the services as included in this Contract in a professional manner and as otherwise set forth in this Agreement. Contractor warrants that custom and standard public safety application software provided to County will perform as specified by the Contract. If Contractor is unable to cause software to perform as agreed, County shall be limited in its damages to a refund of the money paid for these services. County expressly agrees that Contractor shall not be liable to the County for any loss, liability, damage, cost or expense of County resulting from, or attributable to, performance of the services. Except as provided herein, Contractor neither makes nor intends any express or implied warranties of any description including merchantability and/or fitness with respect to the services or any product thereof. Contractor disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in this Contract.

In no event shall Contractor or its vendors, suppliers or licensors be liable to County or any third party for any indirect, incidental, special or exemplary or consequential damages, including without limitation, loss of profits or benefits, arising out of this agreement and even if advised of the possibility of such damages. In no event shall Contractor or its vendors, suppliers or licensors liability, whether in contract, tort or otherwise, exceed the amount of monies received by Contractor from County in connection with this agreement. The parties acknowledge that absent such limitation, Contractor would not be able to provide the equipment and services or license the licensed software to County. The cumulative liability of Contractor to the County for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Contractor by the County within the 12 months prior to any claim made by the County.

3. COUNTY FACILITY ACCESS

3.1. Access to County Facilities:

Contractor agrees that Contractor's physical or remote access to the County facilities shall be subject to the security interests and controls necessary to protect public property, and the County shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems. The County and Contractor agree that direct access to the facilities or remote access are required for the completion of Contractor's responsibilities under this Contract. County's denial of access to county facilities or remote access required by Contractor to provide contracted services shall be included in any time computation related to the delivery of support or maintenance services. Contractor diagnostics and provision of support services cannot commence until access is provided. Contractor shall not be liable for any delays related to the provision of warranty, support or maintenance services to the county as a result of inhibited access to county facilities.

3.2. Protection of Persons and Property:

- 3.2.1. Property: Contractor agrees to take reasonable steps to protect the County's property from injury or loss arising in connection with Contractor's performance of this Contract.
- 3.2.2. OSHA/OSEA: The Contractor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Oregon Safe Employment Act of 1973 (OSEA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this Contract will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the County from all damages assessed against the County as a result of the Contractor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this Contract to so comply.
- 3.2.3. Persons: Contractor and the County shall each take reasonable precautions for the safety of employees and shall each comply with all applicable provisions of applicable laws to prevent accidents or injury to persons on, about or adjacent to any premises where work is being performed.
- 3.2.4. Cleaning Up: Contractor shall ensure that project work sites are maintained in a clean and orderly fashion. Immediately after completion of the work, Contractor shall clean up and remove all refuse and unused materials resulting from the work. Upon Contractor's failure to do so within twenty-four (24) hours after having been notified in writing by the County, the work may be done by others at the direction of the County and the cost thereof charged to Contractor and deducted from any payments due.
- 3.2.5. Reserved.
- 3.2.6. Security and Access Restrictions: Access to County facilities will be restricted to personnel who have received a security clearance from the County. Access may also be restricted with respect to the time and day. Restricted access shall not result in additional charges to the County for overtime or schedule delays. However, the County shall provide to Contractor and its agent's access to its facilities, information and equipment as is reasonably necessary for Contractor to perform its obligations under this Contract. Any County property furnished to Contractor shall be used only for the performance of this Contract.
- 3.2.7. Storage of Materials: It shall be Contractor's responsibility for storage of any materials and the County will not be responsible for loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes unless such loss or damage results from negligence of the County.
- 3.2.8. Risk of Loss: The Contractor shall bear the risk of loss or damage to the purchased hardware during the period of transportation and storage until acceptance.
- 3.2.9. Loss or Damage: Contractor shall be responsible for any loss or damage to County property which results from Contractor's acts or omissions or from the failure on the part of Contractor to maintain and administer in accordance with sound management practices that property. Contractor will ensure that the property will be returned to the County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted.

Upon the loss of, destruction of, or damage to any of the County property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that property from further damage.

4. ACCEPTANCE TESTING:

See Statement of Work Exhibit A

5. PUBLIC CONTRACTING

5.1. Public Contracts:

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

6. TRAVELS

6.1. Reimbursement:

Contractor travel expenses related to the performance of this Contract by Contractor personnel have been included as part of the implementation services and are fully included within this Contract for the services provided within the Statement of Work. Contractor will not bill County for travel expenses, including air travel, rental car transportation, lodging, meals, and incidental expenses.

7. SOFTWARE LICENSE SPECIFIC PROVISIONS

7.1. Application:

In addition to the general provisions provided in Section 2, these provisions shall apply to all software, including updates, upgrades, software enhancements, customizations or software preloaded into equipment. These provisions shall not cover any Third-Party Software supplied by Contractor except where specifically addressed. Should any ambiguities or conflicts arise between this Section 7 and Section 2 General Provisions, this Section 7 shall prevail over Section 2 in matters of software, upgrades, enhancements, customizations, and repairs.

7.2. Grant of License:

Subject to terms of this agreement, In accordance with the terms and conditions of this Agreement and subject to (i) the payment by County of the Fees and (ii) any restrictions, terms or conditions imposed by a third party in connection with its Third Party Software, Contractor hereby grants County a personal, perpetual, non-exclusive, non-transferable, revocable license itemized within this agreement to use the Licensed Software at the Authorized Site(s), in object code format only, solely for County's internal data processing purposes (the "License").

In the event of a conflict between this License and the restrictions, terms or conditions of a third party with respect to its Third-Party Software, the third-party restrictions, terms and conditions shall govern. Upon reasonable notice and during normal business hours, County shall grant Contractor physical access to the Authorized Site(s) in order for Contractor to inspect the Authorized Site(s) and audit County's use of the Licensed Software. County may not sell, lease, assign, sublicense, or otherwise transfer or disclose the Software in whole or in part, to any third party. The License shall remain in effect until terminated.

This Agreement allows the County to:

- 7.2.1. Site License: County shall be entitled, with respect to this product, to an unlimited number of seats or users of the product within the County organization, provided product shall be accessible only to all such users that are employees of the County and agree to be bound by the terms of the license agreement, and that the County assumes all liability for all use by such users. County shall be entitled to Install and use Server Software on a single computer for each license purchased and

make one copy of the Software in machine-readable form solely for backup purposes. County must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.

- 7.2.2. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of client workstations running the Software does not exceed the number of licenses of the Software purchased.
- 7.2.3. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of County's internal network, for Internet or Web-hosting services only by a user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each such client workstation.
- 7.2.4. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.
- 7.2.5. County shall not decompile, disassemble or otherwise reverse engineer any of the Licensed Software or use any similar means to discover the source code or trade secrets contained therein. County may make and maintain no more than one (1) archival copy (for backup purposes only) of each item of Licensed Software, provided that each copy contains all legends and notices that appeared in the copies licensed by Contractor.
- 7.2.6. In the event that County desires to use the Licensed Software at another site or change its Authorized Site(s), County shall provide Contractor with written notice thereof, including the location of the new site(s). Except with Contractor's prior written consent, County shall use the Licensed Software only at the Authorized Site(s).
- 7.2.7. This Agreement does not transfer to County title to the Licensed Software or Proprietary Information, or any intellectual property contained therein. County may not rent, lease or sublicense the Software for any purpose. County may not modify the Software or create derivative works based upon the Software.
- 7.2.8. If County is a unit or agency of the United States Government, County expressly agrees that the License is "commercial computer software" or "commercial computer software documentation". Absent a written agreement to the contrary, the rights granted herein are, in the case of civilian agency use, Restricted Rights, as defined by FAR §52.227.19, and, if for Department of Defense use, limited.
- 7.2.9. County may not release proprietary Software information such as Software database schemas or Software technical specifications.
- 7.2.10. County may terminate the Contractor license at any time by destroying all copies, modifications, or merged portions of the Software.
- 7.2.11. County may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

7.3. Cap on Licensing:

The contractor shall not increase the cost of their software licenses included in this contract for the first five (5) years of this agreement.

7.4. Copies:

The County may reproduce the software and documentation, and any web-based or computer-based training materials, if applicable, provided that each copy thereby produced shall be marked with Contractor's proprietary markings as delivered to the County. Unlimited copies of software may be used for Quality Assurance Testing, Training, System Testing, including testing within a County lab, or other lab as agreed to between the parties, on a mirrored server for purposes of redundancy, back up, archive, and disaster recovery purposes and in such manner as may be necessary to facilitate the continuation of the County's governmental operations.

7.5. Reserved:

7.6. Ownership:

Contractor shall retain all ownership rights, including trademarks, patents, copyrights, and other forms of intellectual property, in pre-existing or independently developed Software.

- 7.6.1. Title to all tangible personal property, including title to the medium or media of delivery of the software, shall vest in the County upon delivery.

7.7. Credit for Technology Migration:

- 7.7.1. The County shall have the right, but not the obligation, to retire any existing software in connection with a technology migration.
- 7.7.2. If the County licenses software for installation on a particular hardware platform, and such software is available on multiple hardware platforms, and if the County elects to migrate to another hardware platform, the County will notify Contractor of the County's intent to migrate such software and Contractor will assist the County with the migration at no additional licensing cost to the County. Contractor shall promptly deliver to the County a version of such software appropriate to the platform to which the County wishes to migrate and the County will cease to use software licensed on the initial platform and either (a) return such software and documentation therefore to Contractor; or (b) certify destruction of such software and documentation, as may be mutually agreed to by Contractor and the County, except that the County may retain one back up copy for archive purposes.
- 7.7.3. Use of any software/product customized or developed by Contractor for the County under this Contract shall not require return of such software/product to Contractor by the County. Contractor shall gain no right whatsoever in any such software/product due to the County's cessation of use.

7.8. Substitution of Software at No Charge:

In the event that Contractor ceases to provide maintenance for any standard software within five years of final acceptance of that software, Contractor shall substitute functionally similar new software, which shall conform in all aspects to the acceptance criteria and shall in no way degrade performance or functionality of the system, at no additional cost to the County.

7.9. Infringement Indemnity:

Contractor shall, at its own expense, hold harmless, indemnify, and defend the County, its directors, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the software of any proprietary right of any person whosoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The County agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and

negotiations for its settlement or compromise. No settlement that prevents the County's continuing use of the software shall be made without the County's prior written consent. If any third party claim causes the County's use of the software to be endangered, restricted or disrupted, Contractor shall (a) cause the software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (b) cause the software to be modified to avoid the infringement; (c) obtain a license for the County to continue using the software and pay any additional fee required for such license; or (d) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the County license fees actually paid by the County and any direct damages documented by County for the affected software and documentation.

7.10. Security:

Contractor shall provide immediate notification to the County Risk Manager, and the County's IT Director of any online security breach that affects County systems. Contractor shall provide notification to the County's IT Director of any incident relating to System integrity such as a computer virus.

7.10.1. Contractor shall comply with the County's Security Policies.

7.10.2. Contractors providing or having access to data containing County Confidential Information or personally identifiable information must maintain and demonstrate compliance with the following:

Specifically if Contractor hosted, Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality, and integrity of personal information, including disposal of the data. Contractors must also provide immediate notification to the County of a data security breach (as defined) and in cooperation with the County, provide notice to affected consumers. Any costs or fees incurred by the County due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines, shall be reimbursed to the County by Contractor.

7.10.3. Additionally, any Contractor who provides or has access to software which holds processes and/or interacts with credit/debit card or cardholder information must also be compliant with the Payment Card Industry-Data Security Standard (PCI-DSS). The most current standards are maintained at www.pcisecuritystandards.org.

8. MAINTENANCE SPECIFIC PROVISIONS

8.1. Maintenance Specific Provisions:

In addition to the General Provisions provided in Section 2, these provisions shall apply to all maintenance and repairs to the system, including any software, equipment and product(s). Should any ambiguities or conflicts arise between this section and Section 2 General Provisions, this section shall prevail over Section 2 in matters of maintenance and repair.

8.2. Term:

Contractor's obligations in connection with maintenance shall be governed by Exhibit D and Exhibit E (See Section 2.17), commencing on the date of expiration of the Warranty Period. The County shall have the option to renew maintenance support as long as this Contract is in effect, at the price for annual maintenance support set forth in this Contract. Maintenance costs are specified for the first five (5) years within this contract.

8.3. Services Included: (TBD upon final negotiation):

During the Warranty Period and any period of maintenance, Contractor shall provide solutions, changes and corrections to the system as required to keep the system conforming in all material respects to the acceptance criteria and all applicable documentation and to correct reported problems that are replicated and diagnosed by the County as defects or errors in the system. Provision of support and maintenance services are based entirely on remote access to the County's systems on an as needed basis by Contractor's technical staff. County acknowledges that restriction of access to county system will significantly impact the Contractors ability to provide warranty, support and maintenance services to the County as part of this agreement. Services provided by Contractor cover all Contractor application software and shall include the following:

- 8.3.1. Preventative: Maintenance shall include preventative services and tools for the system such as, without limitation, (a) the development, release and assistance in installation of updates and upgrades which are designed to prevent operational errors, bugs, viruses, and the like; and (b) the monitoring, queue management, evaluation, or any other similar diagnostic applications or tools, and assistance in the installation and operation of same.
- 8.3.2. Repair: Contractor shall repair all errors that have been identified by Contractor or by the County in maintenance requests, by (a) if software, providing patches on portable media, by download or e-mail; or (b).

Contractor shall replace defective software that cannot be repaired. In the event that neither replacement nor repair can be made, the remedies, as stated within this Contract, at the County's sole discretion shall apply. A work-around or patch which temporarily eliminates the symptoms of the particular error or failure reported, but impairs the efficiency of the County's operations, shall be deemed an "interim repair" not a repair. An interim repair cannot last longer than seven (7) calendar days, unless otherwise mutually agreed in writing by the parties.

Contractor normal levels of support shall be all times from 7:00 am to 5:00 pm Pacific Standard Time (PST) Monday thru Friday, weekdays (except normal legal holidays observed by the County). If issues cannot be resolved via telecommunications, Contractor to send a customer support representative to the County on a as needed basis. County may acquire on-call or extended support services from Contractor at a negotiated hourly rate.

- 8.3.3. Telephone Helpline/Staffing: During the coverage hours Contractor shall maintain a direct support telephone support number staffed by first level Contractor technical support personnel. Contractor shall staff the hotline with competent technical consultants who shall be familiar with the system software. Telephone support and all communication shall be delivered in understandable English.
- 8.3.4. Customer WEB Site: The Contractor's WEB site is a support medium and one of the methods of a contact point with Contractor. This may include unlimited use of self-training programs, submission and review of problem reports and the Contractor knowledge base and other facilities. This also includes remote desktop communications with Contractor support personnel.
- 8.3.5. On Site Support: On-site support is limited to failures that render the system inoperable or seriously degrade system performance that cannot be remedied through remote access with County assistance. Support includes diagnostic services to determine the cause of failure (i.e. hardware, software, communications, etc.) and remedial repair of Contractor software related problems. Contractor will also work closely with County personnel or coordinate repair efforts involved in hardware or communications failures. Response time is dependent on distance, severity of the errors, and other factors and is coordinated with the designated County project manager.

- 8.3.6. On Site Review: Service includes periodic on-site visits to check system health, install updated software, review operating system and system software service packs installed by County, and provide update training for new operators or new system features. Visits are scheduled in advance by mutual agreement with County. Frequency and duration of visits is at the discretion of Contractor and depends on frequency of product releases and other factors. County and Contractor agree to develop scheduled visits.
- 8.3.7. Software Updates: Minor updates are included in standard service plans. Minor updates are normally provided via internet based distribution Servers or remote support facilities and do not involve on-site visits. Major updates that require significant database changes, data conversions, re-installation of software systems, or extensive operator training are subject to additional charges and are scheduled with each County on a case-by-case basis. Charges for major upgrades depend on the size of the agency, required days on site, and other factors related to implementation costs. Due to variables in scheduled feature sets and program development, no guarantees of release dates for any software are made. Software updates will generally be done in conjunction with regularly scheduled site visits. County has the option of accepting or rejecting upgrades see section 8.5, Exhibit D and Exhibit E.
- 8.3.8. Exclusions:
- 8.3.9. Contractor assumes no responsibility for third party software including operating systems, communications circuits, electronic mail systems, overall network performance, user profiles, and other network management functions.

Services do not cover computer hardware or other computer or network components whether or not they were provided by Contractor. Contractor will provide hardware to County under this agreement as a convenience. Any hardware provided by Contractor includes manufactures warranty only. Any required repair or replacement of the hardware will be managed by the County in accordance with the hardware manufactures procedures.

Services do include diagnostic services and coordination with hardware support vendors, and other involved third parties. All charges by third parties for system software licenses, cabling, hardware components, etc. are the responsibility of the County.

Virus protection, system intrusions, security breaches, and malware protection are the responsibility of the County.

Requested system enhancements, including new report requests, are considered for inclusion in Contractor products. However, no guarantee of implementation is made and no timeframes are provided for any requested enhancements. *Enhancements and product content and feature sets are at the sole discretion of Contractor. Custom feature requests are not included in standard support plans.*

8.4. Response:

Contractor’s support specialists shall respond to a maintenance request from County within the times specified in this Contract. Such response times shall be measured from the time a County contact submits a request for support.

8.5. New Releases/Upgrades:

At no additional cost Contractor shall provide upgrades for error correction, legal requirements and enhancements as they are released. Support shall also include necessary assistance and consultation to assist user in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software, as well as updates to documentation.

8.6. Training:

Contractor shall preform training as part of the transition from implementation to testing portions of each Phase. The training will take place onsite using the ‘Test’ (UAT) environment. Training for each phase shall be provided to all intended users for that phase including: records personnel, administrators and system support personnel. See Exhibit E for specific project tasks that annotate training for each phase.

Each session shall use a repetitive, layered approach where contractor instructs, demonstrates and permits users to try the system.

It is the County’s expectation that after training, County staff will be able to use the system. See SOW Exhibit A for further explanation.

8.7. Version Support:

All versions and all software will run on the supported version of Microsoft operating system and SQL. Shall be compatible with the latest two major supported versions of “any” operating system, database or browser. See server requirements Exhibit G.

8.8. Reserved.

8.9. Other Standard Services:

Contractor shall, at no additional cost to the County, provide other standard services which Contractor offers to its customers generally.

8.10. Mandated Changes to Federal, State and Local Laws:

Contractor shall provide the necessary resources to accommodate system updates to meet mandated changes to Federal, State and Local laws. The County is responsible to formally notify Contractor of any pending changes to local, state or federal laws that would affect the operations and functioning of the system a minimum of 120 days prior to the implementation of the change. These system updates shall be completed 30 days prior to the effective date of the mandate to allow for adequate testing by the County. County and Contractor agree that major changes in certain laws could have a substantial financial impact, County and Contractor may negotiate a cost change to the contract provided both parties agree to the degree of the financial impact.

8.11. Reserved.

8.12. Service Level Agreement Reporting:

See Exhibit E.

9. EXECUTION

CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  7391562EA8AF448... 2/16/2023

Department Director or designee Date

Authorized Signature:  DC16351248DE4EC... 2/27/2023

Chief Administrative Officer Date

Reviewed by Signature:  D0CFC5B04B9F483... 2/24/2023

Marion County Legal Counsel Date

Reviewed by Signature:  C5B2F3DF257F444... 2/10/2023

Marion County Contracts & Procurement Date

HELION SIGNATURE

Authorized Signature: _____

Date

Title: _____

10. LIST OF EXHIBITS

Exhibit A: Statement of Work

Exhibit B: Contractor's Price

Exhibit C: Contractor's Response to RFP CO1077-22, Dated 3/14/2022, Issued by Marion County, OR

Exhibit D: Software License Agreement

Exhibit E: Client Software Support Agreement

Exhibit F: Sample Change Order

Exhibit G: Minimum Hardware Requirements

Exhibit H: System Specifications

Exhibit A - Statement of Work

1. STATEMENT OF SERVICES

1.1. TASK 1: PROJECT MANAGEMENT PLAN

- 1.1.1. Contractor shall provide a Project Management Plan specific to the project management services for this project using project management best practices as defined by County and the Project Management Institute Body of Knowledge (PMBOK). The plan must include a definition and provide a detailed summary for each section in the “Project Management Plan Overview”, to showcase how each Deliverable, Section, and Subsection within the Project Management Plan will be executed. This Task includes consulting with County, advising County as to project status, managing the development and delivery of Deliverables, documenting Land Records Management System requirements, making agreed-upon adjustments to the Project Plan, and containing the project scope and schedule to ensure that the project goals are met and that the Land Record Management System delivered to Marion County Clerk’s Office meets their requirements.
- 1.1.2. Murray Giesbrecht will be the Helion Project Manager and will be assisted by Ammon Farris, a certified PMP with over 19 years of experience.
- 1.1.3. The Project Manager along with other Helion staff will meet with the county over several weeks to create the initial project definition and plan as well as deliverables and timelines. Helion will work with Marion County stakeholders to define a project plan that encompasses the full scope of the project, from initiation through closing. The project plan itself will be broken into the tasks as described in the RFP. Management of the project will follow PMBOK and best practices as requested by Marion County.
- 1.1.4. During the project, Helion and Marion County will follow a defined communication plan that will include regular status updates, meetings for monitoring and controlling project activities, and risk mitigation.
- 1.1.5. Helion Project Manager shall:
 - 1.1.5.1 Participate in regularly scheduled planning meetings, status meetings, conference calls, and e-mail communications with Marion County to discuss the project and coordinate activities.
 - 1.1.5.2 Maintain the project plan and schedule, including track dependencies, roles, and responsibilities between Helion and Marion County tasks.
 - 1.1.5.3 Identify and monitor project risks, alerting project teams of any areas of concern as well as taking any appropriate mitigating actions.
 - 1.1.5.4 Work in partnership with Marion County’s Project Manager to coordinate Helion tasks with Marion County tasks throughout all phases of the project.
 - 1.1.5.5 Identify and maintain a log of project risks and mitigation steps in conjunction with key Marion County staff to ensure project critical tasks and target end date are not jeopardized. The Helion Project Manager will communicate risks to Marion County Project Manager and escalate risks to the appropriate resources for resolution.
 - 1.1.5.6 Coordinate and manage testing and acceptance procedures with a designated Marion County Testing Coordinator.

1.2. TASK 2: SYSTEM ANALYSIS AND DETAILED FUNCTIONAL SPECIFICATIONS

- 1.2.1. Contractor shall complete an analysis of Marion County Clerk's Office Land Records Management System Specifications (Exhibit H), current processes, identify areas for process improvement, and draft detailed functional specifications for the design of the Land Records Management System in accordance with the agreed Project Plan.
- 1.2.2. The Helion Project Manager and Business Analysts will meet with Clerk staff and IT staff to create the Detailed Functional Specifications that will be used in the project plan for Task 3: Development and Task 4: System Testing. This analysis will consist of the following steps:
 - 1.2.2.1 Helion and County will meet to compare System Specifications (Exhibit H) with those of the current software to perform a gap analysis. Helion will use a demo system for comparison so the County can see the current functionality in a running system. These gaps will be documented and become part of the project plan deliverables.
 - 1.2.2.2 Helion will interview and observe Clerk staff to document current processes and make any process improvement recommendations or determine gaps in the current functionality of the software.
 - 1.2.2.3 Helion will meet with County IT staff to document their specific requirements including server, workstation, database, security, and any other IT requirements.
 - 1.2.2.4 Helion will produce a final Detailed Functional Specification document that will be reviewed with the County for final approval.

1.3. TASK 3: DEVELOPMENT

- 1.3.1. Contractor shall develop, test, and deliver functional Land Records Management System inclusive of a Configured Land Records Management Application that meets the Marion County Clerk's Office System Specifications (Exhibit H) and the prototype design documented in the accepted Functional Specifications Document, and deploy it to a test environment where Marion County can perform acceptance testing.
- 1.3.2. Helion will finalize the development plan and timelines in agreement with the County using the Detailed Functional Specifications as defined in Task 2.
- 1.3.3. The Helion Development Team will be led by Steve Taylor.
- 1.3.4. Helion will provide regular progress and status updates through the Helion Project Manager to the County.
- 1.3.5. Helion anticipates the County to actively be involved with the development process by answering questions and reviewing software enhancements. Helion has found that through engagement and collaboration with the client in an iterative approach during the development process we will meet and exceed client expectations.
- 1.3.6. Once the development has been completed, the Development Team will release the software to the Helion Support Team to deploy to the County's UAT environment for County testing in Task 4.

1.4. TASK 4: SYSTEM TESTING SUPPORT

- 1.4.1. Contractor shall develop a User Acceptance Testing (UAT) guide inclusive of test scenarios for Marion County to complete. Apparent Successful Proposer will respond to Marion County questions about the Land Records Management Services and Configured Land Records Application and resolve identified defects and/or Land Records Management System Application setup and configuration changes within agreed-upon timeframes during Marion County testing activities.
- 1.4.2. Helion will write a User Acceptance Testing guide that includes test scenarios. This guide will be based off the Detailed Functional Specifications as defined in Task 2.
- 1.4.3. The County will be given access to the UAT environment to complete the System Testing.
- 1.4.4. As the County performs the test scenarios, they will inform the Helion Project Manager of any issues. Issues will be documented and assigned to the Helion Development Team for analysis.
 - 1.4.4.1 If additional development is required, it will be assigned to the Helion Development Team.
 - 1.4.4.2 If the issue is determined to be configuration, the corrective action will be assigned to the Helion Support Team.
- 1.4.5. All testing and timeframes will be documented by the Helion Project Manager. Any issues will be resolved within the agreed-upon timeframes.
- 1.4.6. The Helion Project Manager will communicate the testing status with the County regularly as tests are completed.
- 1.4.7. Testing may be performed using the following methods:
 - 1.4.7.1 Side-by-side testing on a single workstation
 - 1.4.7.2 Spot-checking using a sampling determined by various criteria
 - 1.4.7.3 Report comparison
 - 1.4.7.4 Aggregated data count comparison
 - 1.4.7.5 Integration testing using Helion software to interact with test instances of other County systems

1.5. TASK 5: DATA INTEGRATION

- 1.5.1. Contractor shall engage with the Marion County Clerk's Office team and their current system vendor, Avenu Insights, formerly ACS, Xerox and Conduent, to perform data integration that meets the Marion County Clerk's Office requirements and deploy it to an environment where Marion County can validate.
- 1.5.2. County and Avenu will provide data definitions of the Land and Marriage Record information and images that will be exported to the Helion Data Conversion Team.
- 1.5.3. The County and Avenu will export a sample set of data for Helion to validate and import. Once the sample set of information and images has been validated by Helion, the County and Avenu will create a complete test export.

- 1.5.4. Helion will import the complete test export into the UAT environment for validation by the County. Helion will provide data summaries (record counts, etc.) to be used for verification as well as statistical spot checking of the converted data in the UAT environment. Using the UAT environment and the Avenu system, the County will be able to do side by side comparison of the data.
- 1.5.5. Any data anomalies will be documented by the Helion Project Manager and evaluated by Helion and the County to determine the appropriate action.
- 1.5.6. There will be a final data export and import on or shortly after Task 7: Application Launch. The timing of this final export will be determined during the data conversion testing phase and be based on the time it takes to export and import the data.
- 1.5.7. This task can be started almost as soon as the contracts are signed and be run parallel to Tasks 2, 3 and 4.
- 1.5.8. All timeframes for Task 5 will be determined by the availability of Avenu and the County to perform the exports.

1.6. TASK 6: SYSTEM ACCESS AND TRAINING

- 1.6.1. Contractor shall provide Marion County-designated personnel with system access and provide them with thorough system training. On or before the training, the Apparent Successful Proposer shall deliver the Land Record Management System User Guide and any Training Materials in electronic format.
- 1.6.2. Contractor shall provide training to the County’s End Users on the proper use and operation of the Helion System, and how to conduct proper monitoring for proactive issue identification and resolution. The training may be conducted in person, online, or through other means as mutually agreed upon by the parties. Helion shall provide all necessary materials and resources for the training. The County shall provide Helion with a list of End Users who will require training and shall make the End Users available for the scheduled training sessions. The County shall also be responsible for ensuring that the End Users have the necessary equipment and or internet access credentials to participate in the training.
- 1.6.3. Helion will work with MCIT to create a training environment at the County.
- 1.6.4. Helion will provide both digital and printed copies of training manuals before training.
- 1.6.5. Helion will provide the following training:
 - 1.6.5.1 Conduct knowledge transfer on all elements of the proposed solution for Marion County’s implementation team.
 - 1.6.5.2 End user, supervisor, and administrative training on-site at Marion County.
 - 1.6.5.3 Work with Marion County Project Manager to determine training curriculum and schedules.
 - 1.6.5.4 Classes will be conducted on the training system with workstations provided by the County at a location provided by the County.
 - 1.6.5.5 “Hands-on” instructor-led classes

1.6.5.6 Training will include but is not limited to:

- a. Receipting and cash handling
- b. eRecording
- c. Batch scanning
- d. Indexing and Verification
- e. Marriage License specifics
- f. Search capabilities
- g. Reports

Typical end-user training is five, half day sessions with one session in the morning and a repeat of that session in the afternoon. This allows the Clerk's office to remain open during training. Training should be scheduled no more than two weeks prior to the Application Launch date to ensure the most knowledge retention.

1.6.5.7 Specialized training will be provided for supervisors to include:

- a. Review of available supervisor tools
- b. Operation of system maintenance and utility applications
- c. All workflow functions
- d. Review of all standard reports
- e. Creation of custom reports
- f. Use of quality monitoring system
- g. Train the trainer

Typical administrative training is one day.

1.6.5.8 Ongoing knowledge transfer to designated Marion County resources during system design, configuration, implementation, and support stabilization.

1.6.5.9 Specialized training will be provided for system administration and management. Typical system administration training for IT staff is one half day.

1.6.5.10 Additional training can be provided as needed when new versions are released.

1.7. TASK 7: LAND RECORDS MANAGEMENT SYSTEM APPLICATION LAUNCH

- 1.7.1. Upon Contractor's delivery of the successfully tested LRMS, the Project Sponsor must execute the Letter of Acceptance. Once Apparent Successful Proposer receives the executed letter from Marion County, Land Records Management System will be deemed accepted and placed into production. Completion of this Task will indicate Marion County considers the project complete and delivered.

- 1.7.2. Upon receipt of the Letter of Acceptance, Helion will coordinate the Application Launch date with the County. This will include final software rollout to production and final conversion of data from the current system. This final data conversion will require a final export from the current production system and import into the Helion system.
- 1.7.3. Helion staff will be onsite for three days starting on the Application Launch date to ensure a smooth transition by providing on-the-fly training of unique situations and to ease the stress of moving to a new system.
- 1.7.4. Contractor shall provide stabilization, support, maintenance, and optimization services for the Helion System for thirty days from the date of acceptance. This includes but is not limited to addressing any issues or bugs that may arise, providing technical support to users, and implementing any necessary updates or upgrades to ensure optimal performance of the Helion System. Contractor shall also monitor the system to proactively identify and address any potential issues and provide regular reports on the system's performance and stability.

1.8. TASK 8: ONGOING MAINTENANCE AND SUPPORT

- 1.8.1. Contractor must provide needed services to support the Land Records Management System such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Proposer will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.
- 1.8.2. Contractor's service center is located in Salem, Oregon. County service call will be answered by one of our Service Team Personnel. All Service Team members are dedicated to only Contractor's products and have been thoroughly trained in their use and receive ongoing training and cross training.
- 1.8.3. Our service includes:
 - 1.8.3.1 Unlimited phone and e-mail support between 7am and 5pm Pacific Time.
 - 1.8.3.2 Remote access to improve our response time.
 - 1.8.3.3 Onsite support whenever necessary.
 - 1.8.3.4 Occasional support outside of these hours can be pre-arranged with Contractor at no charge
- 1.8.4. Normal Support Hours are between 7:00 a.m. to 5:00 pm Pacific Time, weekdays (except normal legal holidays observed by Marion County) and on-call support with an immediate response time for emergency phone calls related to the database performance or output issues. If issues cannot be resolved via telecommunication, Contractor will send a customer support representative to Marion County on an as needed basis.
- 1.8.5. Response Time
 - 1.8.5.1 Repair of system problems that do not prevent normal daily operation of the system (Non-Emergency Response) shall commence within 16 regular business hours of the receipt of the trouble call.

- 1.8.5.2 The system is considered "down" when any part of the system prevents daily operation (“Down System”). Contractor shall respond immediately upon notification. Response may be by telephone.
- 1.8.5.3 In an emergency or if all other support options fail, Contractor will have a technician on-site within one (1) business day of a request from Marion County.

1.8.6. Maintenance

- 1.8.6.1 All maintenance described below is included in the annual support fee.
- 1.8.6.2 Maintenance includes providing Marion County with all new releases, updates, and corrections to the Software, including the Software documentation. Maintenance also includes all necessary assistance to help Marion County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Any third-party software bundled with the Helion system is also covered.
- 1.8.6.3 Contractor will provide upgrades for error correction and to comply with any legal requirements and changes in the law. Contractor will correct any defect or error comprising a problem by, among other things, supplying to Marion County and installing corrective codes and making additions, modifications or adjustments to the Software as necessary to keep the Software in operating order and in conformity with the warranties.
- 1.8.6.4 The corrective services provided by Contractor may include:
 - a. Providing a resolution to the problem immediately; following analysis, providing documented clear steps toward problem resolution; or
 - b. Performing configuration changes to the Helion software.
- 1.8.6.5 All modifications or specialized features made at the request of Marion County and performed by Contractor will be ported to and supported in all future versions and releases of the Software.
- 1.8.6.6 Contractor will provide on-going consulting on procedures for the backup and restoration of all databases required to run the Helion software.
- 1.8.6.7 Contractor will consult with Marion County technical staff as needed on the status of all databases required to run the Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of the Helion system.
- 1.8.6.8 Any installation of a new version or change to the database will be done only with the prior knowledge, consent and scheduling with the County IT and Clerk’s departments.
- 1.8.6.9 Contractor will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within the Helion Systems.

1.8.7. Services NOT Covered by Contractor

- 1.8.7.1 Contractor is not responsible for support in instances in which Marion County has made significant changes to the computing environment without consultation with Contractor or in which Marion County has made significant client workstation configuration changes, such as Operating System version updates without consultation with Contractor.

1.8.7.2 Contractor is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Contractor.

1.8.7.3 Contractor is not responsible for software support on any products that are not supplied by Contractor.

1.8.8. User Group

The Oregon Helion Software Recording User Group meets one time a year to discuss the direction of software development and any issues that need to be addressed. All clients are encouraged to attend.

1.8.9. Release Schedule

Software will typically be upgraded one to two times per year with additional features, improved speed, improved functionality and any law changes. Software upgrades are usually done remotely in coordination with the county. This is all included in the annual support fee.

1.8.10. Remote Access

Contractor requires remote access to the Marion County servers that are used by Contractor. Contractor has used many different types of software to meet county standards and security requirements including:

1.8.10.1 Remote Desktop

1.8.10.2 GoToMeeting or GoToAssist

1.8.10.3 PC Anywhere

1.8.10.4 Citrix

1.8.11. Contractor will comply with any security requirements the county requires including:

1.8.11.1 Static IP Addresses

1.8.11.2 Security Key FOB's

1.8.11.3 VPN Clients

1.8.11.4 Operating System standards

1.8.11.5 Virus Protection standards

1.8.11.6 Remote Access standards

1.8.11.7 Contractor Staff background checks

1.8.12. This remote support is used to provide client support for Service Team troubleshooting and upgrades. The remote troubleshooting only occurs when the Helion Service Team is called with an issue. The upgrades always occur in scheduled coordination with the county and this typically occurs a few times a year.

- 1.8.13. In addition to the remote access to the Database Server, Contractor sometimes offers remote training. During these training sessions, Marion County would connect to Helion via the internet and a tool such as GoToMeeting.

1.9. Service Level Agreement (SLA)

- 1.9.1. Vendor is responsible for providing SLA which covers details below:

- Expectation of minimum response time
- Classification of issues/bugs (determination of severity (S1 system unusable without intervention)/level of impact and priority to fix)
- Classification of performance levels
- Expectation of content of the performance report
- Expectation of cadence of the performance report

- 1.9.2. **Service levels:** This outlines the expected availability and performance of Contractor services, such as uptime, response times, and resolution times.

- 1.9.2.1 **Service credits:** This defines the financial penalties or credits that will be applied if the agreed-upon service levels are not met.

- 1.9.2.2 **Service requests and incident management:** This outlines the process for reporting and resolving Contractor issues, including the roles and responsibilities of both Contractor and business partners.

- 1.9.2.3 **Communication and reporting:** This defines how Contractor and business partners will communicate and report on the status of Contractor services.

- 1.9.2.4 **Changes and upgrades:** This outlines the process for implementing changes and upgrades to Contractor services, including the roles and responsibilities of both Contractor and business partners.

- 1.9.2.5 **Compliance and security:** This defines the expectations for compliance with regulatory and security requirements, including the roles and responsibilities of both Contractor and business partners.

- 1.9.2.6 **Severity:** This level is used to indicate the impact of the issue or bug on the system or application, with options such as critical, high, medium, and low.

- 1.9.2.7 **Priority:** This level is used to indicate the urgency of the issue or bug, with options such as urgent, high, medium, and low.

- 1.9.2.8 **Type:** This level is used to indicate the type of issue or bug, such as functional, performance, security, usability, etc.

- 1.9.2.9 **Status:** This level is used to indicate the current status of the issue or bug, such as new, open, assigned, resolved, closed, etc.

- 1.9.2.10 **Component:** This level is used to indicate the specific component or area of the system or application that is affected by the issue or bug.

- 1.9.2.11 **Version:** This level is used to indicate the version of the system or application that the issue or bug is present in.

2. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

3. KEY PERSONS

Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- Murray Giesbrecht – Project Manager
- Steve Taylor – Development Team Manager
- Ammon Farris – Project Management Advisor

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

	Year 1	Year 2	Year 3	Year 4	Year 5
LRMS System					
Personal Services: Tasks 1, 2, & 4	\$ 72,000.00				
See P.S. Cost Breakdown (RFP request O.c)					
Task 3: Development					
Any development required because of Task 2:	\$ -				
System Analysis will be included at no additional charge and become part of the base system.					
Task 5: Data Integration	\$ 20,000.00				
200 hours at \$100 per hour (Fixed bid)					
Task 6: Training					
5 days for staff	\$ 7,800.00				
1 day for Administrators					
1/2 day for IT					
Task 7: LRMS System License Fee	\$ 70,000.00				
Task 7: Application Launch On-site Support					
3 days	\$ 3,600.00				
Task 8: Ongoing Maintenance and Support	\$ 45,000.00	\$ 47,250.00	\$ 50,000.00	\$ 52,500.00	\$ 55,000.00
AutoIndexing	\$ 35,000.00	\$ 15,500.00	\$ 16,250.00	\$ 16,750.00	\$ 17,500.00
Disaster Recovery and Business Continuity					
Backup					
4TB stored in multiple geologically separated regions with hourly backup of both database and images. Daily backups stored for one month. Monthly business continuity testing with full application review.					
Business Continuity	\$ 35,000.00	\$ 36,500.00	\$ 38,000.00	\$ 39,750.00	\$ 41,500.00
15 Clerks with BC through SaaS - Incident Per Day Fee					
Year 1 - \$1,000					
Year 2 - \$1,100					
Year 3 - \$1,200					
Year 4 - \$1,300					
Year 5 - \$1,400					
	\$ 288,400.00	\$ 99,250.00	\$ 104,250.00	\$ 109,000.00	\$ 114,000.00
					\$ 714,900.00



MARION COUNTY

REQUEST FOR PROPOSALS CO1077-22

OregonBuys#:S-C25102-00002445

Land Records Management System

April 15, 2022

Submitted by: Helion Software, Inc.





April 15, 2022

Marion County
OregonBuys#:S-C25102-00002445 RFP Response
Land Records Management System

Re: Marion County RFP Response – Cover Letter

To Whom it May Concern,

Thank you very much for the opportunity to respond to your Request for Proposals for Marion County Land Records Management System. As you review our proposal and compare it to others, you might ask “what makes Helion different?” Helion has excellent software but it is really our people that makes us truly different; who we are and how we care about our clients. We urge you to contact our clients and ask them about Helion. Helion is a company located right here in Marion County and focused exclusively on county government software. The Helion Land Records Management System is used in 50 counties in five northwest states including 30 Oregon counties. We already do business with the Marion County Assessor’s Office and feel providing the Land Records Management System would be a win for the County, a win for Helion and a win for the citizens of Marion County. If Helion is selected, we will be fully committed to the success of this project and the long-term satisfaction of the Clerk and the County. To ensure this, we will be assigning our most experienced staff who have successfully completed dozens of similar projects.

Helion is proposing a system hosted by the County. The County would provide and support all desktops, servers, SQL Server databases and peripherals. Helion will provide the LRMS system and all support of that system. We feel this is the best solution to integrate with our system in the Assessor’s office, ORCATS. Our proposal does include Disaster Recovery backups in the cloud as well as a SaaS solution for Business Continuity.

Depending on the outcome of the analysis done as part of Task 2, we would anticipate this project taking from three to nine months.

Exhibit C - Contractor's Response to CO1077-22

Proposal Contact Name: Murray Giesbrecht, C.E.O
Helion Software, Inc.
PO Box 3506
Salem, OR 97302
(503) 362-9394
(503) 871-8779 direct line

We look forward to talking with you and a chance to answer any questions you may have.

Thank you again for allowing Helion to participate in the process and we hope to be working with Marion County soon.

Sincerely,

A handwritten signature in blue ink that reads "Murray Giesbrecht". The signature is written in a cursive style.

Murray A. Giesbrecht, CEO
Helion Software, Inc.

b. Task 1: Project Management Plan. Describe the plan to address Task 1 as described in Section 6.a.

Murray Giesbrecht will be the Helion Project Manager with over 30 years of project management experience and county business knowledge. Murray will be assisted by Ammon Farris, a certified PMP with over 19 years of experience.

The Project Manager along with other Helion staff will meet with the county over several weeks to create the initial project definition and plan as well as deliverables and timelines. Helion will work with Marion County stakeholders to define a project plan that encompasses the full scope of the project, from initiation through closing. The project plan itself will be broken into the tasks as described in the RFP. Management of the project will follow PMBOK and best practices as requested by Marion County.

During the project, Helion and Marion County will follow a defined communication plan that will include regular status updates, meetings for monitoring and controlling project activities, and risk mitigation.

Helion Project Manager shall:

1. Participate in regularly scheduled planning meetings, status meetings, conference calls, and e-mail communications with Marion County to discuss the project and coordinate activities.
2. Maintain the project plan and schedule, including track dependencies, roles, and responsibilities between Helion and Marion County tasks.
3. Identify and monitor project risks, alerting project teams of any areas of concern as well as taking any appropriate mitigating actions.
4. Work in partnership with Marion County's Project Manager to coordinate Helion tasks with Marion County tasks throughout all phases of the project.
5. Identify and maintain a log of project risks and mitigation steps in conjunction with key Marion County staff to ensure project critical tasks and target end date are not jeopardized. The Helion Project Manager will communicate risks to Marion County Project Manager and escalate risks to the appropriate resources for resolution.
6. Coordinate and manage testing and acceptance procedures with a designated Marion County Testing Coordinator.

c. **Task 2: System Analysis and Detailed Functional Specifications.** Describe the plan to address Task 2 as described in Section 6.b.

The Helion Project Manager and Business Analysts will meet with Clerk staff and IT staff to create the Detailed Functional Specifications that will be used in the project plan for Task 3: Development and Task 4: System Testing. This analysis will consist of the following steps:

1. Helion and County will meet to compare Functional specifications (attachment 3) with those of the current software to perform a gap analysis. Helion will use a demo system for comparison so the County can see the current functionality in a running system. These gaps will be documented and become part of the project plan deliverables.
2. Helion will interview and observe Clerk staff to document current processes and make any process improvement recommendations or determine gaps in the current functionality of the software.
3. Helion will meet with County IT staff to document their specific requirements including server, workstation, database, security, and any other IT requirements.
4. Helion will produce a final Detailed Functional Specification document that will be reviewed with the County for final approval.

Helion has successfully performed this conversion of Land Records Management Systems for 30 counties in Oregon of various sizes, technical constraints, and established business flows. We meet our counties needs through a combination of configuration, customization, and proposed business process changes to ensure the county's success with our software.

d. Task 3: Development. Describe the plan to address Task 3 as described in Section 6.c.

Helion will finalize the development plan and timelines in agreement with the County using the Detailed Functional Specifications as defined in Task 2.

The Helion Development Team will be led by Steve Taylor with over 20 years of development experience and extensive business knowledge of Land Records Management Systems.

Helion will provide regular progress and status updates through the Helion Project Manager to the County.

Helion anticipates the County to actively be involved with the development process by answering questions and reviewing software enhancements. Helion has found that through engagement and collaboration with the client in an iterative approach during the development process we will meet and exceed client expectations.

Once the development has been completed, the Development Team will release the software to the Helion Support Team to deploy to the County's UAT environment for County testing in Task 4.

e. Task 4: System Testing Support. Describe the plan to address Task 4 as described in Section 6.d.

Helion will write a User Acceptance Testing guide that includes test scenarios. This guide will be based off the Detailed Functional Specifications as defined in Task 2.

The County will be given access to the UAT environment to complete the System Testing.

As the County performs the test scenarios, they will inform the Helion Project Manager of any issues. Issues will be documented and assigned to the Helion Development Team for analysis.

If additional development is required, it will be assigned to the Helion Development Team.

If the issue is determined to be configuration, the corrective action will be assigned to the Helion Support Team.

All testing and timeframes will be documented by the Helion Project Manager. Any issues will be resolved within the agreed-upon timeframes.

The Helion Project Manager will communicate the testing status with the County regularly as tests are completed.

Testing may be performed using the following methods:

- Side-by-side testing on a single workstation
- Spot-checking using a sampling determined by various criteria
- Report comparison
- Aggregated data count comparison
- Integration testing using Helion software to interact with test instances of other County systems

f. Task 5: Data Integration. Describe the plan to address Task 5 as described in Section 6.e.

County and Avenu will provide data definitions of the Land and Marriage Record information and images that will be exported to the Helion Data Conversion Team.

The County and Avenu will export a sample set of data for Helion to validate and import. Once the sample set of information and images has been validated by Helion, the County and Avenu will create a complete test export.

Helion will import the complete test export into the UAT environment for validation by the County. Helion will provide data summaries (record counts, etc.) to be used for verification as well as statistical spot checking of the converted data in the UAT environment. Using the UAT environment and the Avenu system, the County will be able to do side by side comparison of the data.

Any data anomalies will be documented by the Helion Project Manager and evaluated by Helion and the County to determine the appropriate action.

There will be a final data export and import on or shortly after Task 7: Application Launch. The timing of this final export will be determined during the data conversion testing phase and be based on the time it takes to export and import the data.

This task can be started almost as soon as the contracts are signed and be run parallel to Tasks 2, 3 and 4.

All timeframes for Task 5 will be determined by the availability of Avenu and the County to perform the exports.

g. Task 6: System Access and Training. Describe the plan to address Task 6 as described in Section 6.f.

Helion will work with MCIT to create a training environment at the County.

Helion will provide both digital and printed copies of training manuals before training.

Helion will provide the following training:

1. Conduct knowledge transfer on all elements of the proposed solution for Marion County's implementation team.
2. End user, supervisor, and administrative training on-site at Marion County.
3. Work with Marion County Project Manager to determine training curriculum and schedules.
4. Classes will be conducted on the training system with workstations provided by the County at a location provided by the County.
5. "Hands-on" instructor-led classes
6. Training will include but is not limited to:
 - Receipting and cash handling
 - eRecording
 - Batch scanning
 - Indexing and Verification
 - Marriage License specifics
 - Search capabilities
 - Reports

Typical end-user training is five, half day sessions with one session in the morning and a repeat of that session in the afternoon. This allows the Clerk's office to remain open during training. Training should be scheduled no more than two weeks prior to the Application Launch date to ensure the most knowledge retention.

7. Specialized training will be provided for supervisors to include:

- Review of available supervisor tools
- Operation of system maintenance and utility applications
- All workflow functions
- Review of all standard reports
- Creation of custom reports
- Use of quality monitoring system
- Train the trainer

Typical administrative training is one day.

8. Ongoing knowledge transfer to designated Marion County resources during system design, configuration, implementation, and support stabilization.

9. Specialized training will be provided for system administration and management. Typical system administration training for IT staff is one half day.

10. Additional training can be provided as needed when new versions are released.

h. **Task 7: Land Records Management System Application Launch.** Describe the plan to address Task 7 as described in Section 6.g.

Upon receipt of the Letter of Acceptance, Helion will coordinate the Application Launch date with the County. This will include final software rollout to production and final conversion of data from the current system. This final data conversion will require a final export from the current production system and import into the Helion system.

Helion staff will be onsite for three days starting on the Application Launch date to ensure a smooth transition by providing on-the-fly training of unique situations and to ease the stress of moving to a new system.

i. **Task 8: Ongoing Maintenance and Support.** Describe the plan to address Task 8 as described in Section 6.h.

Described below is our typical service level agreement. Any additional Marion County requirements will be negotiated.

The Helion service center is located at our main office in Salem, Oregon. Your service call will be answered by one of our Service Team Personnel. All Service Team members are dedicated to only Helion's products and have been thoroughly trained in their use and receive ongoing training and cross training.

Our service includes:

- Unlimited phone and e-mail support between 7am and 5pm Pacific Time.
- Remote access to improve our response time.
- Onsite support whenever necessary.
- Occasional support outside of these hours can be pre-arranged with Helion at no charge

Normal Support Hours are between 7:00 a.m. to 5:00 pm Pacific Time, weekdays (except normal legal holidays observed by Marion County) and on-call support with an immediate response time for emergency phone calls related to the database performance or output issues. If issues cannot be resolved via telecommunication, Helion will send a customer support representative to Marion County on an as needed basis.

Response Time

Repair of system problems that do not prevent normal daily operation of the system (Non-Emergency Response) shall commence within 16 regular business hours of the receipt of the trouble call.

The system is considered "down" when any part of the system prevents daily operation ("Down System"). Helion shall respond immediately upon notification. Response may be by telephone.

In an emergency or if all other support options fail, Helion will have a technician on-site within one (1) business day of a request from Marion County.

Maintenance

All maintenance described below is included in the annual support fee.

Maintenance includes providing Marion County with all new releases, updates, and corrections to the Software, including the Software documentation. Maintenance also includes all necessary assistance to help Marion County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Any third-party software bundled with the Helion system is also covered.

Helion will provide upgrades for error correction and to comply with any legal requirements and changes in the law. Helion will correct any defect or error comprising a problem by, among other things, supplying to Marion County and installing corrective codes and making additions, modifications or adjustments to the Software as necessary to keep the Software in operating order and in conformity with the warranties.

The corrective services provided by Helion may include:

- Providing a resolution to the problem immediately; following analysis, providing documented clear steps toward problem resolution; or
- Performing configuration changes to the Helion software.

All modifications or specialized features made at the request of Marion County and performed by Helion will be ported to and supported in all future versions and releases of the Software.

Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the Helion software.

Helion will consult with Marion County technical staff as needed on the status of all databases required to run the Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of the Helion system.

Any installation of a new version or change to the database will be done only with the prior knowledge, consent and scheduling with the County IT and Clerk's departments.

Helion will perform all database repair and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within the Helion Systems.

Services NOT Covered by Helion

Helion is not responsible for support in instances in which Marion County has made significant changes to the computing environment without consultation with Helion or in which Marion County has made significant client workstation configuration changes, such as Operating System version updates without consultation with Helion.

Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

Helion is not responsible for software support on any products that are not supplied by Helion.

User Group

The Oregon Helion Software Recording User Group meets one time a year to discuss the direction of software development and any issues that need to be addressed. All clients are encouraged to attend. Helion software improvements and upgrades are determined by our users.

Release Schedule

Software will typically be upgraded one to two times per year with additional features, improved speed, improved functionality and any law changes. Software upgrades are usually done remotely in coordination with the county. This is all included in the annual support fee.

Remote Access

Helion requires remote access to the Marion County servers that are used by Helion. We have used many different types of software to meet county standards and security requirements including:

- Remote Desktop
- GoToMeeting or GoToAssist
- PC Anywhere
- Citrix

We will comply with any security requirements the county requires including:

- Static IP Addresses
- Security Key FOB's
- VPN Clients
- Operating System standards
- Virus Protection standards
- Helion Staff background checks

This remote support is used to provide client support for Service Team troubleshooting and upgrades. The remote troubleshooting only occurs when the Helion Service Team is called with an issue and we would request access. The upgrades always occur in scheduled coordination with the county. We expect this remote access to only occur a few times a year.

In addition to the remote access to the Database Server, Helion sometimes offers remote training. During these training sessions, Marion County would connect to Helion via the internet and a tool such as GoToMeeting.

j. *Qualifications and Experience.* Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.

The following will be the key Helion team members for this project:

Murray Giesbrecht – CEO – Project Manager

- Over 35 years of experience of working with County government
- Original designer and developer of the Helion LRMS system
- Successful project manager of hundreds of both small and large projects
- Leader in the LRMS industry nationwide
 - One of the first companies to offer fully integrated imaging
 - One of the first adopters of eRecording
- 35+ years of long-term successful collaboration and trust with Oregon counties, their Clerks and IT departments

Steve Taylor – Development Team Manager

- 25 years of experience in Systems Design and Implementation
- LRMS Development team manager
- Over 20 years working for Helion with County Clerk's in Oregon and other states
- Long Standing Service Relationships with nearly 50 Counties

Ammon Farris – PMP – Project Management Advisor

- PMP certified with knowledge of traditional and Agile methodologies within the full product lifecycle
- Over 20 years of technical experience in systems design, development, and implementation
- Effective communicator with years of practical experience leading others to collaboratively achieve success
- Experienced with teams ranging from a single developer to international multiple developer projects
- Helion ORCATS Development manager
- ORCATS Project Manager for the Marion County Assessment and Taxation Conversion project

The full resumes for the three key members above are included in Appendix A - Resumes

k. Advantage to the County. Describe the advantages to the County if Proposer's solution is selected as the LRMS. Why is this solution the best option for the county and more advantageous than selecting another option?

Helion Software is located in Marion County. This is where we live. We have family and friends here and it would be a privilege to serve our community. We can come on-site as needed for problem resolution and training. We have a direct interest in the success of Marion County.

We have over 25 years of experience working with and providing software to 34 Oregon County Clerks; 30 of which use the Helion Land Records Management System. Through these longstanding relationships, we have become very aware of the unique constraints, challenges, and opportunities specific to Oregon Counties. Since its inception, Helion has continued to expand our client base and has never had a client move to another system.

Years of adapting to the needs of Oregon Counties has led to an intuitive, powerful, and streamlined system optimized to help Marion County Staff get more done with less effort. Public-facing tools make searching and viewing data secure and easy, reducing time required from county staff. We integrate with many third-party systems such as financial systems, credit card payment processors, eRecording vendors and others that allow the County more choices to better use taxpayer dollars and serve the public.

Marion currently uses our ORCATS Assessment and Tax System. We are the only company that integrates both systems to share data and make both departments more efficient. There is significant synergy between the two systems, enabling gains in accuracy and time savings. Helion also currently has a presence in the Marion County Clerk's office with our BOPTA application and OCVR Scanning.

Our established relationship with MCIT will provide a major benefit to this project and in an ongoing capacity. MCIT is already familiar with our software, support, and services. We may even be able to use some or all of the existing infrastructure to reduce overall cost to the County.

Helion can automate many typically manual processes such as indexing, redaction, balancing, reporting and exports to the County financial system. We can generate passport transmittal forms to help lower overall processing time. We also work with the Oregon Health Authority to produce official marriage license forms and automatically upload solemnized marriage license data and scanned images into the Oregon Vital Events Registry System (OVERS).

Above all, our reputation for world-class service is unmatched; this is the cornerstone of our company. When you call Helion for support a real person answers your call. We are deeply committed to providing friendly, timely and genuinely helpful service for our clients in all aspects of what we do. Our clients eagerly provide testimonials that speak to our reputation and our service.

I. Advantage to the Public. Describe the advantages to the public if Proposer's solution is selected as the LRMS. Why is this solution the best option for the citizens of Oregon and more advantageous than selecting another option?

Helion is a Salem based company and we have the best interest of Marion County and its people at heart. Our systems were built with Oregon Clerks, for Oregon Clerks, and we continue to update and enhance the system with collaboration from the Oregon Clerks. Our 25 years of experience with Oregon counties and our ongoing relationship with those counties gives Marion County access to the best Land Records Management System for Oregon.

Helion's online document research tool (Digital Research Room) allows unparalleled access to Land Records, Marriage Records, and Historic Records with integrated eCommerce purchasing options. This allows the public to search, purchase and receive those documents without waiting for county staff.

Helion's Online Marriage Application allows customers to apply for a marriage license online, in their preferred language, when convenient for them. Detailed instructions are provided to the customer on where to go and what to do next. When they come to the county, the information previously entered by the applicants is reviewed by staff and processed into the system without re-entry. This process is much less stressful on the customer and much more efficient for the County, reducing overall office wait times.

We integrate with all major eRecording vendors. This allows local businesses the ability to choose which vendor they would like to use for electronic recording. With more options comes better service, better solutions, and reduced costs to the public.

Online tools like Digital Research Room, Online Marriage Application and eRecording allow better service to the public and allow county staff to be more efficient and make the best use of staff time and taxpayer dollars.

Additionally, the efficiency gained by having both the Helion Land Records Management System and the Oregon County Assessment & Taxation System (ORCATS) will allow ownership records to be processed much more efficiently, helping not only homeowners but the entire Marion County real estate market.

m - Attachment 1 - Proposal Form

OFFEROR NAME: Helion Software, Inc.

ADDRESS: PO Box 3506, Salem OR 97302

TELEPHONE NUMBER: 503.362.9394

EMAIL: murrayg@helionsoft.com

WEB SITE: www.helionsoft.com

TAXPAYER ID NUMBER: 93-1298376

DATE/STATE OF INCORPORATION: June 2000 - Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: N/A

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete, and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;

Exhibit C - Contractor's Response to CO1077-22

4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: 

Print Name: Murray Giesbrecht

Title: CEO

Contact Person (Type or Print): Murray Giesbrecht

Telephone Number: (503) 362-9394

Email: murrayg@helionsoft.com

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

n - ATTACHMENT 2 –TRADE SECRET FORM

1. **I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.**
2. **I am aware that the Proposer has submitted a Proposal, dated on or about April 19, 2022 (the “Proposal”), to Marion County in response to Request for Proposals CO1077-22, for Land Records Management System and I am familiar with the contents of the RFP and Proposal.**
3. **I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.**
4. **I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:**
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique, or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.



Proposer Signature

EXHIBIT A

Proposer identifies the following information as exempt from public disclosure:

Item o: Cost Proposal – specifically the breakdown of fees

Item k: Advantage to the County

Item l: Advantage to the Public

Appendix A - Resumes

O. Cost Proposal

First Year Costs

LRMS System

Personal Services (Tasks 1, 2, 4)

\$ 72,000

See P.S. Cost Breakdown (RFP request O.c)

Task 3: Development

Any development required because of Task 2:
System Analysis will be included at no additional charge and become part of the base system.

Task 5: Data Integration

\$ 20,000

200 hours at \$100 per hour (Fixed bid)

Task 6: Training

5 days for staff

\$ 6,000

1 day for Administrators

\$ 1,200

1/2 day for IT

\$ 600

Task 7: LRMS System License Fee

\$ 70,000

Task 7: Application Launch On-site Support 3 days

3 days

\$ 3,600

Task 8: Ongoing Maintenance and Support

Year 1

\$ 45,000

Year 2

\$ 47,250

Year 3

\$ 50,000

Year 4

\$ 52,500

Year 5

\$ 55,000

Total Costs

\$ 218,400

\$ 47,250

\$ 50,000

\$ 52,500

\$ 55,000

* All Personal Services costs are a "fixed bid" based on our hour estimates

Optional

First Year Costs

Disaster Recovery and Business Continuity

Backup

4 TB stored in multiple geologically separated regions
 with hourly backup of both database and images
 Daily backups stored for one month
 Monthly business continuity testing with full application review

	Year 1	Year 2	Year 3	Year 4	Year 5
\$	35,000	\$ 36,500	\$ 38,000	\$ 39,750	\$ 41,500

Business Continuity

15 Clerks with BC through SaaS

Incident Per Day Fee

Year 1	\$ 1,000
Year 2	\$ 1,100
Year 3	\$ 1,200
Year 4	\$ 1,300
Year 5	\$ 1,400

	Year 1	Year 2	Year 3	Year 4	Year 5
AutoIndexing	\$ 35,000	\$ 15,500	\$ 16,250	\$ 16,750	\$ 17,500
AutoRedaction	\$ 32,500	\$ 15,000	\$ 15,500	\$ 16,250	\$ 17,000

County Provided Resources

(for onsite hosted application - Helion will provide all resources for SaaS Disaster Recovery and Business Continuity except local machines and local internet access)

- Desktops
- Database Server
- File Server
- Application Server
- Web Server
- SQL Server software
- Peripherals - Printers - Receipt and Label, Scanners, Cash Drawers (if desired), etc.

O.c Personal Services Cost Breakdown

	Total Hours
Project Management	160
Analysis and Writeup	200
UAT Testing Specifications	40
Miscellaneous Services	80
<hr/>	
Total Hours	480
<hr/>	
Rate per hour	\$150
Total Cost	\$72,000

p – Specification Worksheet

See Attached Excel Spreadsheet

q – Sample Contract

See attached Word document Sample Contract

Appendix A – Resumes

(Following)

Murray A. Giesbrecht

President & C.E.O. of Helion Software, Inc.

SUMMARY

For the last thirty-six years, Mr. Giesbrecht has been working with county governments and their information systems. From 1987 to 1996 Murray was the Information Services Manager for Polk County, Oregon. During his time there he completely updated Polk County's computer environment. He installed personal computers and networking systems throughout the county. He brought in e-mail, the Internet and many other productivity solutions that we think of now as commonplace. He was responsible for implementing an information strategy for integrating information from all County departments.

In 1996, Mr. Giesbrecht founded ISM Group to provide complete information solutions to government and businesses using desktop, client/server and Internet technologies. In June of 2000, Murray Giesbrecht and Samuel Franklin formed Helion Software, Inc., leaving ISM Group, Inc. in order to further pursue their goals of creating software solutions for local and state government.

EDUCATION

Bachelor of Science in Computer Science with Minor in General Science from Western Oregon University

ACCOMPLISHMENTS

Mr. Giesbrecht is considered a leader in bringing many computer technologies to county government including document imaging and geographical information systems (for which he has won several awards). He has been invited to speak at numerous conferences including the Oregon Association of County Clerks, the National Association of County Recorders, Election Officials and Clerks and the Component Imaging Forum on Maui, Hawaii.

Today, Mr. Giesbrecht is the C.E.O. of Helion Software Inc., and responsible for the general operations of the company along with research, development, sales and marketing strategy.

Member of PRIA, URISA, iGO

CLIENTELE - Murray has worked with numerous State and County agencies.

There are currently 30 of the 36 Oregon counties running the **Helion Recording System**, 5 Washington Counties, 2 Idaho counties, and 6 counties in Nevada.

20 Oregon counties run the Helion property and tax system ORCATS.

An additional five counties run the Helion **Marriage License Software**; 11 counties run the **Helion Dog Licensing Software**.

Murray and Helion Software developed the Voter Registration system that was originally used by Polk County, Oregon. Between 2004 and 2006 it was developed further by Helion Software and another consulting company and is currently used by all 36 Oregon counties and several other states.

Murray has also been involved with software projects for many Oregon state agencies including:

- Oregon Secretary of State
- Oregon Department of Revenue
- Oregon Health Authority

Steve Taylor

Development Team Manager

SUMMARY

- 25 Years' Experience in Systems Design and Implementation
- Bachelor's Degree in Computer Science
- Experienced in System Architecture, Full Stack Development, and Full Product Lifecycle
- Microsoft Certified in Visual Studio Development
- Long Standing Service Relationships with nearly 50 Counties

EXPERIENCE

DEVELOPMENT TEAM MANAGER – 2019 to Present
SENIOR SOFTWARE ENGINEER – 2005 to 2019
SOFTWARE ENGINEER – June 1999 to 2005

Helion Software, Inc., Salem, Oregon

Providing leadership, direction, and technical expertise as manager of the Products Development Team at Helion Software, building enterprise level products for counties in the Northwest. Responsible for system architecture, system and database design, and team-based implementation. Examples of current products:

Clerk Recording Suite

Enterprise level development for the County Clerk's Office using Microsoft Visual Studio, Microsoft SQL Server, and Oracle. Development and support of a multi-user document recording system using a distributed object model. Software package includes document recording and imaging, scanning, workflow, automated indexing & redaction, marriage licensing, animal control, online research tools, point of sale cashiering, and system administration. Provide service, training, and support to many users with a variety of needs and experience.

Digital Research Room

Web based development of an application to research county land and marriage license records including shopping cart functionality for sales of certified copies and staff workflow. System includes secure integration with multiple credit card processors.

OCVR Scanning

Provide scanning software for the Oregon Centralized Voter Registration system (OCVR). Development and support of scanning tools to assist county staff with scanning and editing of voter registration cards to be uploaded into the Citrix hosted OCVR system.

EDUCATION

Bachelor of Science Degree in Computer Science
Western Oregon University, Monmouth, Oregon

Ammon Farris

PMP – Project Manager

ORCATS Development Manager

SUMMARY

- PMP certified with knowledge of traditional and Agile methodologies within the full product lifecycle
- Bachelor's degree in computer science with over 20 years of technical experience in systems design, development, and implementation
- Effective communicator with years of practical experience leading others to collaboratively achieve success
- Experienced with teams ranging from a single developer to international multiple developer projects

EXPERIENCE

DEVELOPMENT TEAM MANAGER – 2019 – Present

PROJECT MANAGER/SENIOR SOFTWARE ENGINEER – 2008 – Present

SOFTWARE ENGINEER – June 2003 – 2008

Helion Software, Inc., Salem, Oregon

Currently providing leadership, direction, and technical expertise as Manager of the ORCATS Development Team building assessment and taxation software for Oregon Counties.

- Duties include client meetings, business analysis, product development, technical direction, and managing day-to-day activity for support and development staff.
- Managed the whole software development lifecycle from design, development, and data conversation through testing, launch and into ongoing operational activities for all assessment and taxation software.
- Deeply involved with major facets of Helion management including strategic planning, tactical planning, sales, hiring and training for new staff.
- Developed, gathered, and documented business requirements, reconciling competing priorities from multiple sources into actionable plans.
- Liaised between Helion, business customers and I.T. departments within a variety of different ecosystems and organizational maturity levels, aligning expectations and communicating project status.
- Full-stack design and development, including relational database structures, data and automated services, business processes and workflows, APIs, batch processes, web sites, and desktop user interfaces.
- Scheduled and coordinated activities for all developers and service staff.
- Planned and executed a multi-year effort to modernization and standardization our assessment and taxation software suite, migrating the database platform from Oracle to SQL Server and updating the technical stack to C# .NET from older languages.
- Experience integrating with third-party tools, reporting, components, and services.
- Worked individually and with teams to enhance existing mental health, financial, point-of-sale, assessment, and taxation software packages. Coordinating with clients to define requirements, collaboratively design, report progress and successfully implement solutions.
- Coordinated the migration of company code repository from Source Safe to Team Foundation Server.
- Primary developer on Animal Control package for use in various counties in both Oregon and Washington. Animal Control required the development of new applications as well as integration with existing financial software in a multi-tier structure.

EDUCATION

Exhibit C - Contractor's Response to CO1077-22

Project Management Professional (PMP), Project Management Institute - 2014 - Current

Bachelor of Science in Computer Science, Minor in Speech and Communication
Western Oregon University, Monmouth, Oregon

VOLUNTEER

Satellite Gaming Board of Directors - 2021-Current
Board Member/Secretary

Computer Science Advisory Board, Chemeketa Community College - 2008-2021
Chairman 2010-2011, Vice-Chairman 2009 & 2020

Vice President of Finance, PMI, Willamette Valley Chapter, Salem Branch - 2014 – 2019

PMP Prep Instructor, Project Management Institute, Willamette Valley Chapter - 2018
Velociteach Certified Instructor

Exhibit D - HELION SOFTWARE LICENSING AGREEMENT (TERMS AND CONDITIONS)

This agreement is a license and is made and entered into by and between the LICENSED USER, hereinafter called "USER", and Helion Software, Inc., hereinafter called "HELION".

WHEREAS, HELION currently owns the product(s) specified in the agreement (therein referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

WHEREAS, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make lawful use of the PRODUCT in its business activity; and

WHEREAS, the USER desires a license to use the PRODUCT and HELION desires to grant such a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. PRODUCT

1.1 Licensed PRODUCT(s). This license applies to the PRODUCT(s) owned by HELION.

1.2 Grant of License. For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, HELION hereby conveys to USER a non-exclusive license to the PRODUCT.

2. USE

2.1 Permitted Use. This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever.

2.2 Restrictions on Use.

(a) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies of the PRODUCT for protection purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.
2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.
3. USER may install and use any number of copies of this product within the Clerk's Department. In addition, the USER may install and use any number of copies of this product throughout other client departments in read-only mode.

2.3 Reserved Rights. HELION shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCT's covered by this license to other USER's.

3. MAINTENANCE OF SOFTWARE

3.1 Updates. Maintenance, support and upgrades of software programs fall outside this license agreement.

4. TERM

4.1 The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is executed.

4.2 The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless the USER fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by HELION giving written notice of such revocation to the USER.

5. PAYMENT

5.1 Time for Payment. Fifty Percent (50%) of the total cost is due upon signing of this license. The remaining fifty percent (50%) is due 30 days after installation.

5.2 Unpaid Fees. Any fees remaining unpaid more than 30 days after the date they are due shall be subject to an interest charge of 1% per month until paid.

6. DELIVERY

HELION shall deliver the PRODUCT to USER in good working condition.

7. WARRANTY

7.1 Limited Warranty

- (a) HELION shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.
- (b) HELION shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.
- (c) HELION disclaims any other warranties, express or implied, respecting this agreement or the PRODUCT.

7.2 Remedy

- (a) USER's sole and exclusive remedy for breach of this limited warranty will be to return the PRODUCT within 60 days of receipt.

- (b) HELION shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

8. ASSIGNMENT AND TRANSFER

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction that has the effect of transferring the right of use or part of the PRODUCT without prior written consent of HELION.

9. LIABILITY

HELION shall not be liable for any activity involving the PRODUCT with respect to the following:

- (a) Lost profits, lost savings or any other consequential damages.
- (b) The installation of the PRODUCT, its use or the results obtained.

10. TERMINATION

10.1 USER Rights. Upon the expiration or revocation of this license, the rights of the USER shall cease.

10.2 Return of the PRODUCT and Copies. The PRODUCT and any copies of the PRODUCT shall be returned to HELION within 30 days from the date this license expires or immediately if revoked.

11. MISCELLANEOUS

11.1 Applicable Law: Venue. This license shall be constructed and interpreted under and pursuant to the laws of the state of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the Circuit Court for Marion County, Oregon.

11.2 Invalidity. If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.

11.3 Entire Agreement. This license contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

11.4 Authority. Persons whose signatures appear as "LICENSED USER" on the reverse represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

12. TIMELINE

12.1 Actual department go-live dates will be determined by mutual consent between USER and Helion.

13. SOFTWARE INTEGRATION

13.1 HELION, to the best of its ability, shall cooperate with the USER and any other USER vendors to integrate HELION'S software and data with other USER computer systems. HELION will provide database diagrams and assistance with data integration with other systems.

13.2 If any programming is required, HELION shall bill USER at our standard hourly rate for those additional services.

Helion Software License Agreement

License Number: 2022-

Date:

Contact Person:

Phone:

Company/Agency: Marion County, Oregon

Address:

Product Description

RECORDING - \$

- Receipting
- Indexing
- Imaging
- Assessor Add-on
- Web Query

MARRIAGE LICENSE - included

- Marriage License Indexing and Imaging
- Web Application
- Web Query
- Receipt System Integration

TOTAL SOFTWARE COST \$

This software license agreement is subject to the terms and conditions described previously. In witness whereof, this license is executed on the data set forth under the parties named. The anniversary date of the license shall be the latter of the dates set forth below.

Helion Software, Inc.


Signature:

Name: Murray Giesbrecht

Title: CEO

Date: _____

Licensed User

Signature: 

Name: Bill Burgess

Title: Marion County Clerk

Date: 2/16/2023

Services Contract- Terms and Conditions

Exhibit E - Client Software Support

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. THESE TERMS AND CONDITIONS (THE “CONTRACT”) WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU (THE COUNTY) AND HELION.

If you purchased Client Software Support, Helion will provide this software service (the “Support”) to you pursuant to the following terms and conditions:

Supported Software:

Recording		
<input checked="" type="checkbox"/>	Receipting	Version: 2023
<input checked="" type="checkbox"/>	Indexing & Imaging	Version: 2023
<input checked="" type="checkbox"/>	Digital Research Room	Version: 2023
<input checked="" type="checkbox"/>	Assessor Add-on	Version: 2023
<input checked="" type="checkbox"/>	Marriage Licensing	Version: 2023
<input checked="" type="checkbox"/>	Recording Maintenance	Version: 2023

Technical support is provided for listed versions and one version back. Support on older versions is on a limited, “best effort” basis.

1. Scope of Services.

Helion’s support services are divided into two types: 1) Incident and request services and 2) Software updates.

2. Incident and Request Support Services

2.1. Support Hours:

Normal Support Hours are between 7:00 a.m. to 5:00 pm Pacific Time, weekdays (except normal legal holidays observed by Marion County) and on-call support with an immediate response time for emergency phone calls related to the database performance or output issues. If issues cannot be resolved via telecommunication, Helion will send a customer support representative to Marion County on an as needed basis.

2.2. Reporting, Response and Management

2.2.1. County will designate up to three County representatives who are allowed to contact Helion support and who Helion will communicate with.

2.2.2. County representative will report incidents or request through published phone numbers or published e-mail addresses. The current phone number is 503.362.9394. The current e-mail address is support@helionsoft.com. The County will be notified of any changes.

2.2.3. Each incident and request will be assigned the following attributes by Helion:

2.2.3.1. Priority – This level is used to indicate the urgency of the issue or bug. Options are:

- High – Should be worked on immediately
- Medium – There isn't an immediate need but there is a date and time that it will be required
- Low – There is no date when this will be required

2.2.3.2. Type – This attribute is used to indicate the type of issue or bug. Options are:

- General Support
- Work Stoppage
- Bug Report
- Feature Request
- Other

2.2.3.3. Status – This attribute is used to indicate the current status of the incident or request. Options are:

- Open
- Waiting for Reply – From County
- Escalated
- Closed

2.2.3.4. Product – The specific product or application referenced in this incident or request.

2.2.3.5. Version – The version number of the Product referenced in this incident or request.

2.2.4. Helion Incident Response and Resolution

2.2.4.1. Helion will respond with an initial investigation plan and timeframe. This plan may be verbal or e-mailed.

2.2.4.2. Once the initial investigation is complete, Helion will deliver a resolution plan and timeframe. This plan may be verbal or e-mailed.

2.2.4.3. With the approval of the County, Helion will perform the planned resolution. For very simple issues, this might all occur in one conversation on the phone. For very complex issues, this might involve multiple meetings with County, project management and putting a test version in a UAT environment.

2.2.4.4. Once an incident is resolved, Helion will communicate with the County for resolution verification. If the County agrees that the incident has been resolved, Helion will close the incident. If the County has not responded within 30 days, the incident will be closed by Helion.

2.2.5. Response and Resolution Time

- 2.2.5.1. Helion will respond to any incident or request where the priority is High, within two business hours. Response may be by telephone.
- 2.2.5.2. All other incidents or requests will be responded to within sixteen business hours.
- 2.2.5.3. Time to resolution – Helion understands the critical nature of the County’s work and will make every effort to resolve incidents in an appropriate timeframe.
- 2.2.5.4. High Priority – Helion will assign the appropriate resources to work continuously on the incident until resolved, including after hours as needed and appropriate.
- 2.2.5.5. In an emergency or if all other support options fail, Helion will have a technician on-site within one (1) business day of a request from Marion County.

2.2.6. Resolution

The resolution provided by Helion may include:

- 2.2.6.1. Providing a resolution to the problem immediately
- 2.2.6.2. Following analysis, providing documented clear steps toward problem resolution or a work-around
- 2.2.6.3. Performing configuration changes to the Helion software
- 2.2.6.4. Providing an updated version of the software
- 2.2.6.5. Placing the feature request in a Helion prioritized future development list

2.2.7. Reporting

Helion will provide the County with a quarterly performance report containing the following information:

- 2.2.7.1. Total number of incidents and requests
- 2.2.7.2. Total number of High priority incidents responded to inside the agreed upon response time
- 2.2.7.3. Total number High priority incidents responded to outside the agreed upon response time
- 2.2.7.4. Total number of other incidents responded to inside the agreed upon response time
- 2.2.7.5. Total number of other incidents responded to outside the agreed upon response time
- 2.2.7.6. Average time to resolution for High priority incidents (not including feature requests)
- 2.2.7.7. Average time to resolution for High priority incidents (not including feature requests)

3. Software Updates

- 3.1. All software updates described below is included in the annual support fee.

- 3.2. Updates include providing Marion County with all new releases, updates, and corrections to the Software, including the Software documentation. Updates also include all necessary assistance to help Marion County in resolving problems with the use of the Software including the verification, diagnosis and correction of errors and defects in the Software. Any third-party software bundled with the Helion system is also covered.
- 3.3. Helion will provide upgrades for error correction and to comply with any legal requirements and changes in the law. Helion will correct any defect or error comprising a problem by, among other things, supplying to Marion County and installing corrective codes and making additions, modifications or adjustments to the Software as necessary to keep the Software in operating order and in conformity with the warranties.
- 3.4. Release Schedule - Software will typically be upgraded one to two times per year with additional features, improved speed, improved functionality and any law changes. Software upgrades are usually done remotely in coordination with the county. This is all included in the annual support fee.
- 3.5. Any installation of a new version or change to the database will be done only with the prior knowledge, consent and scheduling with the County IT, Clerk's department and any other affected department. County IT is responsible for a complete pre-upgrade database backup.
- 3.6. Helion will perform all database repairs and recovery due to database corruption, malfunction, or inconsistency brought about by implementation of new Helion software through a new version release or problem resolution, by defects in or improper functioning of the client software, or by third party software used within the Helion Systems.

4. Additional Services Provided by Helion

- 4.1. All modifications or specialized features made at the request of Marion County and performed by Helion will be ported to and supported in all future versions and releases of the Software.
- 4.2. Helion will provide on-going consulting on procedures for the backup and restoration of all databases required to run the Helion software.
- 4.3. Helion will consult with Marion County technical staff as needed on the status of all databases required to run the Helion software and ensure that all database indexes and database features are configured appropriately to ensure the proper functioning of the Helion system.
- 4.4. Helion will follow industry standard security requirements as known by Helion or specified by the County. Any breach in security of either the County or Helion will require notification by the party who has been breached to the other party within 24 hours. Notification will include enough details of the breach to allow the other party to respond to the breach appropriately.

5. Services NOT Covered by Helion

- 5.1. Helion is not responsible for support in instances in which Marion County has made significant changes to the computing environment without consultation with Helion or in which Marion County has made significant client workstation configuration changes, such as Operating System version updates without consultation with Helion.

5.2. Helion is not responsible for remote or on-site training assistance unless specifically arranged through a separate services contract with Helion.

5.3. Helion is not responsible for software support on any products that are not supplied by Helion.

6. User Group

The Oregon Helion Software Recording User Group meets one time a year to discuss the direction of software development and any issues that need to be addressed. All clients are encouraged to attend. Helion software improvements and upgrades are determined by our users.

7. Remote Access

7.1. Helion requires remote access to the Marion County servers that are used by Helion. This remote support is used to provide client support for Service Team troubleshooting and upgrades. We have used many different types of software to meet county standards and security requirements including:

7.1.1. Remote Desktop

7.1.2. Zoho Assist

7.1.3. GoToMeeting or GoToAssist

7.1.4. PC Anywhere

7.1.5. Citrix

7.2. We will comply with any security requirements the county requires including:

7.2.1. Static IP Addresses

7.2.2. Security Key FOB's

7.2.3. VPN Clients

7.2.4. Operating System standards

7.2.5. Virus Protection standards

7.2.6. Helion Staff background checks

7.3. In addition to the remote access to the Database Server, Helion sometimes offers remote training. During these training sessions, Marion County would connect to Helion via the internet and a tool such as Zoho Meeting.

8. Your Responsibilities:

8.1. General: To receive Support, you are responsible for complying with the following:

8.1.1. Access to Software Support. You must confirm that the following conditions are true:

- 8.1.1.1. The situation giving rise to the question is reproducible;
- 8.1.1.2. The hardware and operating systems meet minimum Helion requirements;
- 8.1.1.3. Your designated representatives will submit all questions to Helion. Your designated representatives must have knowledge regarding the facts and circumstances surrounding the incident;
- 8.1.1.4. The full system, including software and hardware, is available to the representative and accessible by him or her without limit during any telephone discussions with Helion support personnel;
- 8.1.1.5. The representative will follow the instructions and suggestions of Helion's support personnel, using the full system.
- 8.1.2. County shall provide remote access as described in section 7. Remote Access.
- 8.1.3. Software/Data Backup. You understand and agree that Helion is not responsible for any loss of software or data and that all backups and backup verification are the responsibility of the County.
- 8.1.4. Payment. Helion must have received payment for Support within 30 days of the date of invoice. County shall pay an additional fee of 1.5% per month for invoices not paid within such 30-day period.
- 8.1.5. Installation of newer versions. If the resolution of a problem requires the installation of a newer version of the product you agree to install the new version as part of the resolution process. There is no additional cost for the new version.
- 8.1.6. Client Hardware and O/S and Server Hardware O/S and Database. County understands and agrees that the purchase, support and maintenance of all client hardware and its operating system, server hardware and its operating system and the SQL Server database software is the responsibility of the County.
- 8.2. Until you have complied with each of the aforementioned conditions, Helion reserves the right to withhold Support. Helion will notify your representative of any corrective action necessary to obtain or continue Support.

9. General Terms:

- 9.1. Term and Renewal: You may renew this agreement subject to approval and acceptance by Helion. Helion may change its rates, terms, and conditions for providing support at any time. Helion, at its discretion, may terminate this agreement on ninety (90) days notice to you, in which case you will be entitled to receive a pro-rated refund of any unearned support fees that you have paid. Client, at its discretion, may terminate this agreement on forty-five (45) days notice to Helion, in which case Client shall be entitled to receive a pro-rated refund of any unearned support fees that were paid.
- 9.2. Claims of Confidentiality or Proprietary Rights: You agree that any information or data disclosed or sent to Helion, over the telephone, electronically or otherwise, is not confidential or proprietary to you.

- 9.3. Entire Agreement: This Contract is the entire agreement between you and Helion with respect to its subject matter and none of Helion’s employees or agents may orally vary the terms and conditions of this Contract.
- 9.4. This contract is valid for one year from date of purchase as specified in the invoice. You will be automatically invoiced for the next year 30 days prior to expiration. Payment of the renewal invoice shall constitute an automatic renewal of this agreement.

Support Starting Date Immediately upon going live with the software

Support Ending Date 1 year from go-live

Payment Due Date 30 days from go-live

Total Contract Amount _____

MARION COUNTY

Authorized Signature: DocuSigned by:
Bill Burgess
7391562EA8AF448... 2/16/2023

Bill Burgess, Marion County Clerk Date

HELION SIGNATURE

Authorized Signature: _____

Murray Giesbrecht Date



Change Order Form

Project Information

Project Name			
Project No.		Exec Sponsor	
Date Submitted		Project Sponsor	
Submitted By		Project Manager	
Change Request ID		Current Phase	

Change Request Type		Impact Severity		Priority	
Defect: <input type="checkbox"/>	Enhancement: <input type="checkbox"/>	Critical: <input type="checkbox"/>	High: <input type="checkbox"/>	Resolve Immediately: <input type="checkbox"/>	Normal Queue: <input type="checkbox"/>
Issue: <input type="checkbox"/>	Environment: <input type="checkbox"/>	Medium: <input type="checkbox"/>	Low: <input type="checkbox"/>	Give High Attention: <input type="checkbox"/>	Low Priority: <input type="checkbox"/>

General Description

Overview of project changes & reason for implementation

Driver for Contract Amendment, Needed Functionality: **Implementation Phase:**

Itemized Summary of Change

Functional Change Requested

Describe the previous function and the new function requested

Potential Solution <i>This section of the form is optional - Potential solutions can be suggested here for consideration</i>
Benefits Derived from Change <i>Describe the benefits of approving and implementing this change request</i>
Level of Effort <i>List the hours, resources and budget necessary to complete the requested change</i>
Impact if Change is not Approved / Statement of Statement of Approval <i>Describe why this change is necessary, and the impact if not implemented</i>
Attachments <i>List supporting documents relevant to this change request</i>

VENDOR FEEDBACK BELOW

Document Number:	Document Version:
Template Version: x.x	Document Version Date: December 14, 2022
Template Version Date: 09.11.17	Page 2 of 2

Exhibit H - System Specifications

#	Specification
FS-001	The system must allow the user to scan documents into the system.
FS-002	The system must allow high volume batch scanning.
FS-003	The system must allow map scanning.
FS-004	The system must allow payment(s) to be associated to an uploaded document.
FS-005	The system must assign user with an automated document number.
FS-006	The system must generate a receipt with a unique receipt number.
FS-007	The system must assign document(s) a unique instrument number.
FS-008	The system must generate a printable label.
FS-009	The system must include Reel and Page number on label.
FS-010	The system must include Marion County and County Clerk Name on label.
FS-011	The system must include Date and timestamp on label.
FS-012	The system must include Control Number on label.
FS-013	The system must include payment on label.
FS-014	The system must include Instrument on label.
FS-015	The system must generate a printable target page.
FS-016	The system must include all label information on target page.
FS-017	The system must allow system user to add customized text onto target page.
FS-018	The system must provide redacting and auto redacting features.
FS-019	The system must require records to be associated to an individual/party.
FS-020	The system must allow records to be associated with multiple parties.
FS-021	The system must allow users to title and categorize records.
FS-022	The system must allow users to link related documents.
FS-023	The system must provide an imaging tool to zoom, pan, rotate on record image.
FS-024	The system must provide an imaging tool to despeckle and clarify images.
FS-025	The system must allow document templates to be uploaded.
FS-026	The system must allow Marriage Licenses to be uploaded.
FS-027	The system must allow document templates sections to be updated by staff with dropdown selections. (i.e.. Rejection letter with reason of rejection)
FS-028	The system must allow user to enter custom notes and comments into a document template.
FS-029	The system must convert document templates to into a printable document.
FS-030	The system must allow users to generate and open document in Word.
FS-031	The system must send recorded items to Quality Control work queue.
FS-032	The system must allow users to correct/adjust assigned page numbers.
FS-033	The system must allow user to charge fees.
FS-034	The system must allow staff to change user generated charge fees.
FS-035	The system must accept, process, and capture cash payments.
FS-036	The system must accept, process, and capture credit card payments.
FS-037	The system must accept and capture credit check payments.
FS-038	The system must allow users to disperse and allocate payments to multiple accounts.
FS-039	The system must generate a printable receipt after successful payment.
FS-040	The system must retain all payment receipts.
FS-041	The system must allow staff to create and send invoices.
FS-042	The system must provide money allocation/distribution reports.
FS-043	The system must provide a search function to allow users to search for receipts.
FS-044	The system must provide a search function to allow users to search for all stored records.

Exhibit H - System Specifications

#	Specification
FS-045	The system must provide the ability to create ad hoc reports.
FS-046	The system must allow users to save ad hoc reports.
FS-047	The system must provide cash drawer balance reports.
FS-048	The system must report on document types added each day.
FS-049	The system must provide charge account reports with dollar amounts due.
FS-050	The system must allow reports to be exported to excel.
FS-051	The system must provide customizable dashboards.
FS-052	The system must provide a counter audit report for multiple cash drawer stations.
FS-053	The system must generate Statement of Accounts customizable by date range.
FS-054	The system must provide a report to identify missed numbers in indexing.
FS-055	The system must generate a batch proof report.
FS-056	The system must allow county staff to create online forms accessible to the public. (i.e. Marriage Application)
FS-057	The system must allow staff to suspend and delete online forms accessible to the public.
FS-058	The system must provide scheduler tools and functions to allow public to schedule an appointment with staff.
FS-059	The system must require the public to select an appointment type.
FS-060	The system must allow staff to set and edit appointment dates, available times, and appointment types.
FS-061	The system must allow users to search for completed online forms.
FS-062	The system must provide a robust public record search with sort and filter functions.
FS-063	The system must provide the public with ability to pay for and download documents upon successful payment.
FS-064	The system must provide the ability for public to search, pay, and request for standard or certified copies to be mailed.
FS-065	The system must send receipt emails to be sent to public upon successful payment.
FS-066	The system must provide login ability for authorized 3rd parties.
FS-067	The system must allow county staff to charge subscription fees for 3rd party logins.
FS-068	The system must provide records search for 3rd party login.
FS-069	The system must allow county staff to customize user login to view specific record types.
FS-070	The system must provide user roles and user groups.
FS-071	The system must provide admin the ability to restrict which document types are available to the public and other user groups.
FS-072	The system must provide fraud alert features.
FS-073	The system must capture system user actions and provide an audit log.
FS-074	The system must allow calculation tables to be configured with distribution codes to money allocation.
FS-075	The system must allow title companies, state/county/city entities, and other 3rd party charge accounts.
FS-076	The system must be able to generate invoices for charge accounts.
FS-077	The system must allow the user to enter notes and comments onto generated invoices.
FS-078	The system must allow invoices to be exported into pdf and word documents.
FS-079	The system must align to Oregon Secretary of State Chapter 166 Division 17 Electronic Records requirements. https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=559
FS-080	The system must integrate with Dymo labeler to print labels.

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#	Specification
FS-081	The system must integrate with Laserfiche and scanners for scanned documents.
FS-082	The system must integrate with ORCATS for deed records, sales reports, and allow description updates.
FS-083	The system must integrate with county financial systems for payment disbursements.
FS-084	The system must integrate with title company 3rd party recording systems. Ex SimpleFile.
FS-085	The system must default to the current date when starting a new work day.
FS-086	The system must identify clerk location, and separate funds collected by location for the same clerk. This will give the ability to report on a clerk's daily transactions, regardless of which location the clerk worked during the day.
FS-087	The system must support multiple logon(s) and logoff(s) by the clerk in the same shift.
FS-088	The system must go into standby mode, requiring the clerk to log back on after a configurable amount of time (standby mode).
FS-089	The system must implement role-based security with varying levels of system access permitted per role, including system lockout after 3 unsuccessful logon attempts.
FS-090	The system must manage accountability data by individual clerk and date.
FS-091	The system must allow for a default beginning drawer cash balance by clerk to be established.
FS-092	The system must provide the ability for clerks to research customers, transactions, and payment activity.
FS-093	The system must allow multiple tender types for a single transaction on the same screen.
FS-094	The system must provide the ability to accept, identify and process full or partial payments.
FS-095	The system must require supervision approval for voids and returns.
FS-096	The system must provide the ability to void same-day transactions.
FS-097	The system must provide a comprehensive electronic audit trail for the creation, reversing, voiding, and updating of any transaction or monetary event. The comprehensive electronic audit trail should include all transactions, refunds, payment methods, etc. The most crucial information is the clerk, date, time and location of transaction. If a transaction was changed, in addition to the information already mentioned, the name of the person making the change, what was changed, the old value, the new value, date of change, time of change and explanation of change are needed.
FS-098	The system must provide the ability to adjust and cancel transactions before completion of transaction.
FS-099	The system must allow and disallow tender types by user, location and workgroup.
FS-100	The system must time stamp receipts.
FS-101	The system must print duplicate receipts, identified as "duplicate" on the receipt.
FS-102	The system must provide the ability for a clerk to use different workstations in a given day and allow the transactions specific to a user to be accumulated as one total for the day.
FS-103	The system must display, on the screen, the amount of change to be returned for cash transactions.
FS-104	The system must provide the ability to automatically print receipts containing all payment details and user defined specific messages.
FS-105	The system must distribute payments to multiple general ledger accounts, distributed by percentage, fixed or combination. The County uses an 8-segment account code combination, all characters are numeric (0-9) separated by hyphens. Fund-Dpt-Div-Pgm-Svc-Acct-Proj-Rsv 100-15-00-151-1501-529999-000000-000

Exhibit H - System Specifications	
#	Specification
FS-108	The system must provide the ability to accept payment for items that are not on a price list, ie. Donations.
FS-109	The system must have price list capabilities.
FS-110	The system must have the ability to purchase one or multiple products or services during a single transaction.
FS-111	The system must have the ability to export transaction data in Excel or CSV format for further reporting and analysis.
FS-112	The system must provide search/inquiry functionality which supports drill down capabilities within results totals.
FS-114	The system must accept credit card payments per ORS 295 compliancy (i.e.: as well as approved PCI compliable module/application).
FS-115	The system must be PCI compliant per the latest standards @ " https://www.pcisecuritystandards.org ".
FS-116	The system must generate end-of-shift reports by clerk, business date, and shift.
FS-117	The system must have the ability to balance and reconcile to an end-of-shift cash count.
FS-118	The system must require a count of all cash and payment forms individually and by denomination as part of the end-of-shift activities.
FS-119	The system must have the ability to recall, display and print previous transaction details. These details shall include any adjustments made to the transaction.
FS-120	The system must report transactions and end-of-shift totals by clerk ID.
FS-121	The system must provide the ability to run reports mid shift.
FS-122	The system must calculate an overage/shortage amount during end-of-shift activities that cannot be modified.
FS-123	The system must have a reconciliation process that verifies and documents cash balances and over/short conditions by user.
FS-124	The system must allow for closing a file with security to prevent a clerk from opening a closed process without proper security credentials.
FS-125	The system must allow clerks to reconcile cash drawers via on-screen reconciliation reports.
FS-126	The system must provide the ability to review consolidated cash balances and bank deposit records on screen and in a printed report.
FS-127	The system must have the ability to provide reports by date or range of dates, drawer, clerk, tender type, transaction number, transaction type, general ledger account with summary and detail counts and amounts.
FS-128	The system must have the ability to provide user defined period-to-date reports.
FS-129	The system must have the ability to generate a daily file with, at a minimum, the following information: transaction type, location, clerk ID, total recorded cash and checks, total declared cash and checks, and overage/shortage.
FS-130	The system must apply transactions to multiple general ledger accounts within a single transaction.
FS-131	The system must allow for over/short to be posted to specified general ledger accounts.
FS-132	The system must require access to the reconciliation process to be controlled by security attributes.
FS-133	The system must provide exception reports.
FS-134	The system must have safeguards that will secure the system from unauthorized access and ensure the confidentiality of customer data.
FS-135	The system must define each clerk with a unique identification code and password.

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#	Specification
FS-136	The system must define each clerk with a unique or group security profile showing system access.
FS-137	The system must support "role-based" security profiles.
FS-138	The system must provide management reports of security access. All users that have signed on to the system with date, time, and location or mode of sign-on (port, terminal, dial-up, LAN). Users who have signed-off system, with date/time of sign-off. All modifications to security settings and parameters.
FS-139	The system must prevent deletion, overwriting, or unauthorized modification of audit trails.
FS-140	The system must provide the ability to track and report user defined parameters.
NS-001	The system must have an uptime availability of 99.9% or greater.
NS-002	The system must have the ability to protect data from being modified simultaneously by multiple sessions.
NS-003	The system must support PII, HIPPA, and Financial data by encrypting data throughout the transmission process.
NS-006	The system must have a way to recover from administrator and/or user error, either by restoring from a backup or reverting to a previous version of the data.
NS-007	The system must have error messages, logs and alerts.
NS-009	The system must have multiple layers of security controls (defense in depth).
NS-010	The system must integrate with the enterprise authentication and authorization provider whether it is cloud based (SAML) or on-premise.
NS-011	Vulnerabilities must be identified and reported on no more than 30 days after identification.
NS-014	Inflight must be encrypted.
NS-015	Encryption methods must be industry supported, and cryptographic modules be FIPS 140-2 compliant. (No custom encryption)
NS-019	Documentation must be provided for the services provided, for the user training, and for best practices to customer system administrators.