



## CITY COUNCIL AGENDA REPORT

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April 20, 2021  
Community Development

**TITLE: APPROVE THE MASTER SERVICES AGREEMENT WITH  
OPENCOUNTER ENTERPRISES, INC. FOR SOFTWARE SUBSCRIPTION  
LICENSING SERVICES IN THE AMOUNT OF \$20,000 FOR ONE YEAR**

### **SUMMARY**

The City has utilized OpenCounter Enterprises, Inc. ("OpenCounter") since 2015, for its interactive online tool allowing existing business owners and prospective commercial tenants to access City land use and permitting information. The initial five-year maximum contract timeframe was reached in March 2021, and staff is seeking a one-year contract at this time to allow maintenance of licensing through March 2022. During this time, staff plans to analyze the service and may review other vendor options for pricing or enhanced services.

### **RECOMMENDATION**

Approve and authorize the City Manager to execute the Master Services Agreement with OpenCounter Enterprises in the amount of \$20,000, covering a period of one year (through March 31, 2022).

### **FINANCIAL STATEMENT**

Costs for this ongoing software licensing are budgeted and available within the Permit Center operational budget.

## BACKGROUND

In 2015, Council approved the original agreement with OpenCounter, for an initial period of up to three years. Two separate amendments, approved in 2018 and 2019, each extended the original agreement for an additional year. In the past five-year period, the OpenCounter platform has provided existing business owners and prospective commercial tenants with information to undertake renovation, expansion and relocation projects, and open new businesses in Pleasanton. Along with facilitating the permitting process for businesses by digitizing much of the application intake process, this platform makes City permitting and zoning regulations available online in an easy-to-use web interface and provides data about businesses to assist the City's planning and economic development efforts.

## DISCUSSION

Staff recommends the City enter into a new one-year agreement under the original terms to continue the existing OpenCounter service, allowing time to hold discussions regarding a potential multi-year license agreement to continue the City's current OpenCounter software licensing, support and maintenance services in the future. OpenCounter has designed and provided support for an excellent web-based system configured using the City GIS map, zoning ordinance, and Planned Unit Development conditions that has provided a user-friendly interface to check where in the City a specific use is permitted. This site avoids the need to search, parcel-by-parcel, to determine whether a business type is allowed within the City's many zoning districts and Planned Unit Developments and has been shown to be very valuable in substantially cutting down on applicant processing time by saving business owners from having to travel to the City's Permit Center to navigate paper or digital copies of zoning regulations. Continuing the existing sole source software service with OpenCounter will enable the City to continue to provide these services electronically through our website, assisting new businesses in the City.

Submitted by:



Ellen Clark *FOR E.C.*  
Director of  
Community  
Development

Fiscal Review:



Tina Olson  
Director of  
Finance

Approved by:



Nelson Fialho  
City Manager

Attachment:

1. OpenCounter Master Services Agreement
2. Sole Source Justification



**MASTER SERVICES AGREEMENT**

This **Master Services Agreement** (this “**Agreement**”), is entered into and made effective as of the last date executed below (the “**Effective Date**”), by and between Open Counter Enterprises, Inc. (“**Company**”) and The City of Pleasanton (“**Customer**”).

**RECITALS**

**WHEREAS**, Customer is an agency or division of state or local government, and wishes to license Company’s Hosted Services and to purchase the related Professional Services as included on the Order Form, or defined in a statement of work, for its own use and that of persons and/or businesses applying for one or more permits or licenses, the issuance of which is within the jurisdiction of Customer; and

**WHEREAS**, Company is willing to provide to Customer the Hosted Services and related “Professional Services”, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and obligations set forth in this Agreement, and intending to be legally bound, Company and Customer hereby agree as follows:

**AGREEMENT**

**1. Definitions.** The following capitalized terms shall have the meanings set forth below (and the following provisions are hereby agreed to by the parties):

- 1.1. “Applicants”** means individuals and businesses who apply, through the Hosted Services, for one or more permits or licenses issued by Customer..
- 1.2. “Application”** means an application for a permit or license submitted by an Applicant through the Hosted Services.
- 1.3. “Application Data”** means the information, data and files, including any personally identifiable data, inputted, entered into or otherwise transmitted into the Hosted Services by either the Customer or Applicants, or generated by the Hosted Services, in connection with Applications submitted by Applicants.
- 1.4. “Authorized Users”** means employees, contractors and agents of Customer who are authorized by Customer to access and use the Hosted Services on behalf of Customer under this Agreement. Customer agrees that it will not grant “Authorized User” access to the Hosted Services to any party who is an employee, contractor or agent of a competitor of Company.
- 1.5. “Customer Content”** means the content and materials provided by Customer to Company including without limitation application forms.
- 1.6. “Documentation”** means the applicable training, support, and other documentation relating to the use of and access to the Hosted Services provided by Company to Customer and any Updates thereto provided by Company.
- 1.7. “Hosted Services”** means the hosted services specified on and licensed to Customer on an Order Form and incorporated into this agreement on the applicable Order Form. The Hosted Services are described in **Schedule A** and may include one or more Third Party Features.
- 1.8. “Intellectual Property Rights”** means all patent rights, copyright rights, utility models rights, trade secret rights, trademark rights (including all goodwill associated therewith), rights of publicity, authors’ rights, mask work rights, industrial rights, and all other intellectual property, proprietary or other rights, as may exist now and/or hereafter come into existence, including without limitation, (a) all rights, whether existing now or in the future, whether statutory or common law, whether subject to protection under statute, regulation or common law, in any jurisdiction in the world, together with all national, foreign and all applications thereof and state registrations, applications for registration and all renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisionals, reissues, re-examinations, renewals and extensions thereof); (b) all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions); and (c) all rights to sue for all past, present and future infringements or other violations of any of the foregoing rights, and the right to settle and retain proceeds from any such actions.
- 1.9. “Launch Date”** means the date on which the Hosted Services for the Customer will be launched and made publicly available.

1.10. **“Liability”** means any and all damages (including punitive damages), losses, expenses (including reasonable attorneys’ fees and litigation costs), claims, demands, suits, causes of action, settlements, payments, awards, judgments, liens, fines, fees, penalties, interest and other liability.

1.11. **“OpenCounter”** means Open Counter Enterprises, Inc.

1.12. **“Order Form”** means an order issued under this Agreement specifying the Hosted Services licensed by Customer, including the quantity and type of such services and the fees payable by Customer therefor.

1.13. **“Payment Feature”** means the processing service, which is a Third Party Feature, made available by Company as part of the Hosted Services, as described in **Schedule A** and subject to the terms and conditions in **Schedule A**.

1.14. **“Professional Services”** means any professional services as included on the Order Form or defined in a Statement of Work.

1.15. **“Statement of Work”** means a documented description for each Order Form issued by Company to Customer specifying the tasks required to be completed in order to implement the Hosted Services for the applicable Order Form, and the party (i.e., Customer or Company) responsible for each task and listed as an “Implementation Fee” on the Order Form.

1.16. **“Subscription Term”** means the term of the subscription for the Hosted Services, beginning on the date of the first Order Form and continuing for the initial period as defined on the Order Form. The Subscription Term may be renewed or extended, subject to the parties’ termination rights under Section 10. The Subscription Term of any subsequent Order Forms entered into by the parties will be co-terminus with the Subscription Term of the first Order Form (such that any initial partial year period for subsequent Order Forms will be prorated so that the annual renewal date of all Order Forms will be the same date), and may be renewed or extended, subject to the parties’ termination rights under Section 10.

1.17. **“Term”** has the meaning set forth in Section 10.1.

1.18. **“Territory”** means the territory where the Customer is located.

1.19. **“Third Party Features”** means the third party features and functionality of the Hosted Services included within the Hosted Services. Customer acknowledges that use of Third Party Features may require that Customer agree to additional terms and conditions applicable to such Third Party Features.

1.20. **“Updates”** means error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates provided by Company to Customer at no additional charge.

## 2. **Implementation; License Grant.**

2.1. **Features; Orders.** The applicable Order Form describes the features of the Hosted Services which are purchased by Customer as of the date of such Order Form. Company may provide, from time to time, updates to the Hosted Services which are added to the Hosted Services under this Agreement by Customer at no additional cost to Customer. Company may also provide, from time to time, additional features to the Hosted Services which may, but are not required to, be added to the Hosted Services under this Agreement by Customer at an additional cost (**“Optional Features”**). The parties understand and agree that access to and use of such Optional Features will be subject to both payment of the applicable fees therefor as well as additional or different terms and conditions applicable to such Optional Features. The parties may enter into one or more Order Forms under this Agreement.

2.2. **Implementation.** Company will use commercially reasonable efforts to implement the Hosted Services. Customer acknowledges that Customer’s timely provision of (and Company’s access to) Customer’s assistance, cooperation, and complete and accurate feedback, approvals, information and data from Customer’s officers, agents and employees as is reasonably requested by Company (collectively, **“Cooperation”**) is essential to the implementation of the Hosted Services, and that Company shall not be liable for any deficiency, delay or failure in implementing the Hosted Services if such deficiency, delay or failure results from Customer’s failure to provide full Cooperation as required hereunder. Cooperation includes, but is not limited to, designating a project manager to interface with Company during the course of Company’s implementation of the Hosted Services, and providing all necessary review and feedback as requested by Company. Customer acknowledges that in the event of Customer’s repeated failure to provide Cooperation, Company will have the right to terminate this Agreement by three (3) days written notice to Customer.

2.3. **Project Manager.** Company and Customer shall each designate a project manager who shall be the principal point of contact for such party for all communications and actions taken by each party under this Agreement. Each project manager shall have the authority to represent its respective party under this Agreement and to take action and make binding decisions on behalf of such party. Each party may replace its project manager with a new project manager by providing written notice of such change to the other party. Customer’s project manager shall have the right to designate and replace Authorized Users from time to time by providing written notice thereof to Company.

2.4. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, Company grants to Customer a personal, non-exclusive, non-transferable (except as permitted under Section 12.2), non-sublicenseable license in the Territory, during the Subscription Term of each Order Form, to: (a) permit its Authorized Users to access and use the Hosted Services, and (b) use and reproduce a reasonable number of copies of the Documentation in support of the foregoing license and for purposes of testing, support and training in connection with the Hosted Services.

**2.5. Restrictions and Obligations.** Customer agrees (on behalf of itself and its Authorized Users), not to: (a) access or use the Hosted Services or Documentation (or any portion thereof) in any way not expressly permitted under Section 2.4 hereof; (b) sell, rent, lease, sublicense, pledge, assign (except as permitted under Section 12.2), encumber the rights, or otherwise transfer Customer's rights, in whole or in part, to access and use Hosted Services or Documentation (or any portion thereof) to any third party or otherwise make the functionality of the Hosted Services available to third parties; (c) modify, adapt, translate or create derivative works based on the Hosted Services or Documentation (or any other portions thereof); (d) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Hosted Services or Documentation (or any portion thereof), and Customer agrees to reproduce all such notices, legends, symbols and labels on copies of the Documentation; (e) use the Hosted Services or Documentation to create a product or service which is similar to or competitive with any portion of the Hosted Services or other offerings of Company; (f) disclose to any third party the performance measures of the Hosted Services (or portion thereof) or benchmark tests or other comparisons of the Hosted Services (or portion thereof) with other services or software without Company's prior written consent; or (g) permit any party who is an employee, contractor or agent of a competitor of Company to access the Hosted Services, whether as an Authorized User or in any manner. Customer will not permit or encourage any third party to do any of the foregoing.

**2.6. Access by Authorized Users.** During the Subscription Term of each Order Form, Customer shall have the right to permit its Authorized Users to access and use the Hosted Services on behalf of Customer through the administrative portal of the Hosted Services. Customer agrees (on behalf of itself and its Authorized Users) that: (a) in registering to access the Hosted Services, Customer and Authorized Users will provide true, accurate and complete information; (b) Customer and Authorized Users will maintain the confidentiality and security of the login credentials used to access the Hosted Services ("**Login Credentials**"); (c) Customer and Authorized Users will not transfer, share, disclose or resell such Login Credentials or otherwise share or transfer access to the Hosted Services to any third party; and (d) Customer and Authorized Users will promptly notify Company of any unauthorized use of such Login Credentials or Customer's account with Company. Company will not be liable for any Liability arising from Customer's failure to comply with the foregoing, and Customer is entirely responsible for all activities taking place through Customer's Login Credentials and actions taken by its Authorized Users.

**2.7. Feedback.** With respect to comments, suggestions, enhancement requests, recommendations or other feedback relating to the Hosted Services provided by Customer, its employees, agents, project manager and/or Authorized Users ("**Feedback**"), Customer hereby grants (on behalf of itself, and its employees, agents, project manager and Authorized Users) to Company a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, fully paid up, sublicenseable, transferable, right and license, with full rights to grant sublicenses, to use, make, have made, offer for sale, sell, license, import, copy, create derivative works of, distribute, perform, transmit, and display and otherwise exploit such Feedback for any and all purposes whatsoever, without restriction.

**2.8. Use of Application Data and Customer Content.** Customer hereby grants to Company a worldwide, non-exclusive, royalty-free, fully paid up, non-transferable (except as permitted under Section 12.2) right and license: (a) during the Subscription Term of each Order Form, to use, store, process, modify, reproduce, distribute and display the Application Data and Customer Content, and to grant sublicenses to third parties, each for the sole purposes of providing the Hosted Services under each Order Form, performing its obligations under this Agreement, and complying with applicable law or legal requirements; and (b) during and after the Subscription Term of each Order Form, to use, store, process, modify, reproduce and display the Application Data for Company's internal business purposes, including development, diagnostic, forecasting, planning, analysis and corrective purposes in connection with the Hosted Services, and for otherwise improving and enhancing the Hosted Services.

**2.9. Right to Use Permit Program Data.** "**Permit Program Data**" means data about the Company's program pertaining to the process of applying for and obtaining permits through the Hosted Services, which may be derived from Application Data, and which in all instances does not, and cannot be used to, identify any individual. Customer hereby grants to Company a worldwide, non-exclusive, royalty-free, perpetual, fully paid up, non-transferable (except as permitted under Section 12.2) right and license, during and after the Subscription Term of each Order Form, to use, store, process, reproduce and display the Permit Program Data.

**2.10. Right to Use Aggregated Data.** "**Aggregated Data**" means any data obtained by Company, including data pertaining to the Hosted Services, Company's systems and software, and the use of any of the foregoing, and data which may be derived from Application Data, which in all instances: (i) does not, and cannot be used to, identify any individual, and (ii) is not attributed to Company. Aggregated Data includes data that has been combined into databases which include third party data. Notwithstanding anything else in this Agreement, during and after the Subscription Term of each Order Form, Company shall have the right to distribute, disclose and otherwise freely exploit in any manner Aggregated Data for OpenCounter's business purposes, including disclosure within its public statements and marketing materials describing and/or promoting Company and/or the Hosted Services.

**2.11. Consents from Applicants.** Customer represents, warrants and agrees that: (a) it will comply with applicable law, including the laws of the territories from which any Application Data is obtained, in transmitting and in soliciting the transmission of, Application Data into the Hosted Services as contemplated under this Agreement; and (b) prior to transmitting (or soliciting the transmission of) any Application Data to Company through the Hosted Services, Customer shall have obtained from each Applicant all applicable consents and approvals required for the transmission of such Application Data to Company and for the grant of the licenses to Company in Section 2.8.

**2.12. Prohibited Information.** Notwithstanding anything else in this Agreement, the parties acknowledge and agree that (a) Applicants and Customer have sole control over any and all Application Data that is provided and/or transmitted into the Hosted Services; (b) Company does not require receipt of or access to any specific type or amount of information to be transmitted to Company; (c) Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to OpenCounter): (i) health insurance card or policy identification numbers, (ii) medical or health information, (iii) security code passwords, and/or (iv) data revealing race, ethnicity, political opinions, religion, philosophical beliefs or trade union membership (collectively, “**Prohibited Information**”); and (d) if Customer transmits or provides to Company any Prohibited Information, Customer shall indemnify, and hold Company harmless from and against, any Liability arising from the transmission to Company of any Prohibited Information, and Company shall have no liability or obligation whatsoever with respect to such Prohibited Information.

**2.13. Payment Feature.** To the extent that Customer has purchased the Payment Feature, the terms and conditions are described in **Schedule A** and subject to the terms and conditions in **Schedule A**.

### **3. Fees.**

**3.1. Fees Payable to Company by Customer.** Customer will pay the fees for the Hosted Services as described in the applicable Order Form. Customer understands that unless otherwise described in the Order Form or fee schedule, fees are billed and collected for each one-year Subscription Term and are not subject to refund (prorated or otherwise) except for the limited instance in which Company terminates the applicable Form for convenience, in which case the annual fees will be prorated based on the number of months remaining in the then-current Subscription Term. Unless other payment terms are set forth in the Order Form, all fees payable by Customer to Company will be invoiced by Company and will be due and payable by Customer within thirty (30) days after the invoice date, and such fees may be invoiced to Customer prior to the beginning of any renewal term of the Subscription Term. Customer agrees that all fees paid and payable to Company under this Agreement shall be non-refundable. Any amounts not paid by the due date thereof will bear interest at the rate of one percent (1.0%) per month or the highest rate permitted by law, whichever is lower, and Company reserves the right to suspend the Hosted Services if payment for amounts due under this Agreement is not made within thirty (30) days after the due date thereof.

**3.2. Taxes.** The fees payable by Customer to Company and the payments processed by Company on behalf of Customer under this Agreement are exclusive of any and all taxes, levies or duties imposed by any local, state, federal or international taxing authority, including any applicable, sales, VAT, use, excise, and withholding taxes based on the transactions or payments made by Customer to Company under this Agreement (other than taxes based on Company’s net income) (collectively, “**Taxes**”). Customer shall pay and be responsible for all such Taxes. Company will reasonably cooperate with Customer to minimize such Taxes.

### **4. Support Services; Support Obligations of the Parties.**

**4.1. Support Services.** Commencing on the Launch Date and continuing throughout the Term of the Agreement, Company will provide technical support services and maintenance for the Hosted Services (“**Support Services**”) in accordance with Company’s support policy at [www.OpenCounter.com/support](http://www.OpenCounter.com/support) (the “**Support Services Policy**”). The Support Services Policy is hereby incorporated into this Agreement by this reference. Company reserves the right to modify the Support Services Policy from time to time effective immediately by posting an updated Support Services Policy. Company’s support obligations extend solely to Customer’s designated support contacts. Customer acknowledges and agrees that, as between Customer and Company, Customer shall be solely responsible to provide any and all support to Applicants and other third parties. For purposes of clarity, Company shall not have any obligation to provide Support Services to Permits Applicants or any third parties.

### **5. Confidentiality.**

**5.1. Confidential Information.** Each party to this Agreement acknowledges that, in the course of performing under this Agreement, each party (as a receiving party) may obtain or otherwise learn the Confidential Information of the other party (as the disclosing party). “**Confidential Information**” means any information relating to a disclosing party, its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the disclosing party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as “confidential” or “proprietary,” or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person. The Confidential Information of a disclosing party shall be owned exclusively by the disclosing party. The parties acknowledge and agree that the Documentation, and any performance measures of the Hosted Services are OpenCounter’s Confidential Information. The parties also acknowledge that Application Data is not deemed either party’s Confidential Information.

**5.2. Obligations.** The receiving party agrees: (a) to protect the Confidential Information from unauthorized dissemination and use; (b) to use the Confidential Information solely for performing its obligations and exercising its rights hereunder; (c) not to disclose any Confidential Information, or any part or parts thereof, except to the receiving party’s employees and contractors who are aware of the confidentiality obligations imposed by this Section 5.2 and have agreed to comply with the requirements of this Section 5.2; and (d) not to disclose or otherwise provide to any other third party, without the prior written consent of the disclosing party, any Confidential Information or any portion thereof. The receiving party shall remain liable for any non-compliance of such employee or contractor with the terms of this Section 5.2. The receiving party shall take the same degree of care that it uses to protect its own highly sensitive confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized dissemination, disclosure or use of the Confidential Information.

**5.3. Exclusions.** The foregoing restrictions pertaining to the Confidential Information shall not apply to any Confidential Information that: (a) was or becomes publicly known through no fault of or breach of this Agreement by the receiving party; (b) was known by the receiving party before receipt from the disclosing party; (c) becomes known to the receiving party without confidential or proprietary restriction from a source that does not owe a duty of confidentiality to the disclosing party with respect to such Confidential Information; or (d) is independently developed by the receiving party without the use of the Confidential Information of the disclosing party. In addition, the receiving party may disclose the Confidential Information if the receiving party is legally compelled to do so, provided that prior to any such compelled disclosure, the receiving party shall (if legally permitted to) notify the disclosing party of such compelled disclosure, shall cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information, and shall solely disclose the portion of the Confidential Information compelled to be disclosed solely to the party entitled to receive it. Notwithstanding any such compelled disclosure by the receiving party, such compelled disclosure shall not otherwise affect the receiving party's obligations hereunder with respect to Confidential Information so disclosed.

**5.4. Injunctive Relief.** Each receiving party agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to the disclosing party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each receiving party agrees that the disclosing party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of the obligations under this Section 5, without the necessity of posting any bond or other security. The receiving party shall promptly notify the disclosing party in writing upon becoming aware of any such breach or threatened breach.

**5.5. Non-Disclosure.** The parties may disclose the general nature of the relationship between the parties, but a party may not disclose the terms and conditions of this Agreement, or any Order Form without the prior written consent of the other party, except: (a) as required by the applicable laws, including without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder to applicable regulatory authorities; (b) in confidence, to legal counsel; (c) in confidence, to accountants, banks, and financing sources and their advisors; (d) in connection with the enforcement of this Agreement or any rights hereunder; and (e) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

**5.6. Press Release.** On the Launch Date or close to such date, the parties will issue a joint press release announcing the launch of the Hosted Services. Such press releases shall be subject to Customer's approval, which shall not be unreasonably withheld. Additionally, during the Term of this Agreement, Company may list Customer as a customer of Company and display the trademark of Customer on Company's website and marketing materials.

## **6. Application Data.**

**6.1. Information Security Programs.** Each party will maintain a written information security program that contains administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of, the unauthorized or accidental destruction, loss, alteration or use of, and the unauthorized access to or acquisition of, Application Data to which such party has access. Each such information security program will be consistent with the requirements of applicable laws and regulations.

**6.2. Export of Data.** To the extent that Application Data is stored by the Hosted Services: (a) Customer shall have the right and ability during the Term to export (and delete) the Application Data through the administrative portal of the Hosted Services; and (b) such Application Data may not be available more than thirty (30) days following the expiration or termination of this Agreement. Unless the Application Data has been deleted from the Hosted Services earlier, Customer may request export of such Application Data within thirty (30) days after the expiration or termination of this Agreement, provided that Company shall have the right to charge reasonable hourly rates for the export of such Application Data.

## **7. Warranty; Representations and Warranties; Disclaimers.**

**7.1. Performance.** Company warrants that, during the Term, the Hosted Services will conform in all material respects to the applicable specifications contained in the applicable Documentation ("**Specifications**"). In the event that the Hosted Services do not meet the foregoing warranty, Company's sole obligation and Customer's exclusive remedy shall be for Company to replace the Hosted Services with corrected Hosted Services within thirty (30) days after receipt of notice of such breach(es) from Customer.

**7.2. Mutual Representations and Warranties.** Each party hereby represents and warrants that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (b) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is bound or any obligation of such party.

**7.3. Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. COMPANY DOES NOT WARRANT THAT THE HOSTED SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL BE ERROR-FREE OR

SECURE, OR THAT THE HOSTED SERVICES WILL BE UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY APPLICATION DATA INPUT INTO THE HOSTED SERVICES WILL BE ACCURATE OR FREE OF ERRORS, THE OPERATION OF THE HOSTED SERVICES WILL BE COMPLETELY SECURE, ERROR FREE OR UNINTERRUPTED, OR ALL ERRORS WILL BE CORRECTED. CUSTOMER ASSUMES ALL RISK OF DELAYS OR INTERRUPTIONS IN ACCESS TO OR USE OF THE HOSTED SERVICE RESULTING FROM USE OF THE INTERNET AND/OR TELECOMMUNICATIONS TO ACCESS THE HOSTED SERVICE, AND COMPANY SHALL HAVE NO LIABILITY FOR ANY SUCH DELAYS OR INTERRUPTION.

## **8. Indemnification.**

**8.1. By OpenCounter.** Subject to Customer's compliance with Section 8.3, Company shall defend (and at Company's option settle) any claim brought against Customer by an unaffiliated third party alleging that Customer's authorized use and access of the Hosted Services (except for any Customer Content incorporated therein) under this Agreement infringes or misappropriates such third party's U.S. patents, trade secrets, copyrights or trademarks in the Territory (each, an "**Infringement Claim**") and will pay any settlement of such Infringement Claim consented to by Company or any damages finally awarded to such third party by a court of competent jurisdiction as the result of such Infringement Claim. If an Infringement Claim occurs, or in Company's opinion is reasonably likely to occur, Company may, at its expense and at its sole discretion, in addition to its indemnification obligations under this Section 8.1: (a) procure the right to allow Customer to continue to use the Hosted Services (or infringing portions thereof), or (b) modify or replace the Hosted Services (or infringing portions thereof) to become non-infringing, or (c) if none of the two (2) foregoing options is commercially feasible, terminate Customer's right to access and use the Hosted Services (or affected portion thereof) and refund, on a pro-rata basis, any unused portion of the subscription fees paid by Customer for the Hosted Services (or affected portion thereof). Notwithstanding the foregoing, Company shall have no obligations under this Section 8.1 or otherwise with respect to any Infringement Claim to the extent any Infringement Claim is based upon or arises out of: (i) any modification or alteration of the Hosted Services (or portion thereof) not made by Company that results in the alleged infringement; (ii) any unauthorized access or use of the Hosted Services (or any portion thereof) or any breach of this Agreement by Customer and/or its Authorized Users; (iii) any combination or use of the Hosted Services (or any portion thereof) with other software, products, equipment, methods or services not provided by Company that results in such infringement; (iv) Customer's failure within a reasonable time to use or implement corrected or replacement Hosted Services (or portions thereof) that would have avoided or mitigated the alleged infringement; (v) Customer's continuance of allegedly infringing activity beyond a reasonable period after being notified thereof; and/or (vi) any specifications or requirements supplied by Customer or any Customer Content.

**8.2. By Customer.** Subject to Company's compliance with Section 8.3, Customer shall indemnify Company from any Liabilities arising from Customer's breach of Sections 2.5 and 2.11.

**8.3. Procedure.** The party seeking indemnification under this Section 8 will: (a) provide notice of the applicable indemnified claim to the indemnifying party within a reasonable time after becoming aware of such claim; (b) provide reasonable assistance to indemnifying party in the defense of the indemnified claim; and (c) tender the control of the defense of the indemnified claim to the indemnifying party, who will promptly assume and conduct (at its own expense) the full defense and/or settlement of any indemnified claim. The indemnifying party shall not have the right to settle any indemnified claim, without the prior written consent of the indemnified party, which contains an admission of liability or wrongdoing on the part of the indemnified party or imposes a material obligation (including payment obligation) on the indemnified party that is not wholly discharged by the indemnifying party. The indemnified party may participate in the defense and settlement of any claim for which it is entitled to indemnification at its sole expense.

**8.4. Remedies.** The remedies set forth in this Section constitute each indemnified party's sole and exclusive remedies, and each indemnifying party's entire liability, with respect to infringement, violation or misappropriation of third party Intellectual Property Rights.

## **9. Ownership.**

**9.1. By Customer.** As between the parties, Customer owns and shall retain all right, title and interest (including without limitation all Intellectual Property Rights) in and to the Applications submitted via the Hosted Services, Customer Content, and Customer's systems and networks. Customer reserves all rights not expressly granted to Company under this Agreement.

**9.2. By OpenCounter.** As between the parties, Company owns and shall retain all right, title and interest (including without limitation all Intellectual Property Rights) in and to the Hosted Services (except for any Customer Content incorporated therein), and any modifications, improvements, derivative works of, and enhancements to all or portions of the Hosted Services (or any portion thereof) or Documentation performed by any party, and Company's systems and networks. Company reserves all rights not expressly granted to Customer under this Agreement.

## **10. Term and Termination.**

**10.1. Term.** The term of this Agreement (the "**Term**") commences on the date Customer enters into this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each order will continue for the applicable Subscription Term until terminated by either party in accordance with this agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form in effect at such time.



**10.2. Termination of Agreement for Breach.** If either party materially breaches this Agreement, the non-breaching party, at its option, shall have the right to terminate this Agreement by written notice to the breaching party unless, within thirty (30) calendar days (or ten (10) days for payment breaches) after the breaching party's receipt of written notice specifying such breach in reasonable detail from the other party, the breaching party cures such breach. Additionally, Company shall have the right to suspend all Hosted Services in the event of a material breach of this Agreement by Customer which has not been cured within thirty (30) days (or ten (10) days for payment breaches) after notice thereof to Customer. Termination of this Agreement will terminate all outstanding Order Forms in effect.

**10.3. Effect of Termination.** Upon the expiration or any termination of this Agreement: (a) the licenses granted by Company to Customer in Sections 2.4 and 2.6 shall terminate, and Company shall have the right to immediately terminate the Hosted Services and any other services under this Agreement; (b) each party will promptly and permanently destroy and delete all Confidential Information of the other party in its possession or control, other than an archival copy for compliance, enforcement, and defense purposes, provided that any such retained copies shall remain subject to Section 5 of this Agreement for so long as they are retained; (c) except as otherwise provided in this agreement, all fees accrued through the date of termination will be immediately due and payable; and (d) Sections 1, 2.8, 2.9, 2.10, 3, 5, 6, 8, 9, 10.3, 11 and 12 shall survive. Upon request from the other party, each party will provide the other party with a written certification, signed by one of its officers certifying the destruction of all such Confidential Information. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement, shall not act as a release of either party from any liability for breach of such party's representations, warranties or obligations under this Agreement, and shall be without prejudice to any other right or remedy that a party may have at law or in equity. Neither party shall be liable to the other party due to termination of this Agreement in accordance with Section 10 or any other express termination rights under this Agreement, whether for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of either party.

**10.4. Suspension.** Company may temporarily suspend the Hosted Services for unpaid invoices. Company will attempt to contact the Customer before any suspension.

**11. Limitation of Liability.** Neither party will be liable for any indirect, special, incidental or consequential damages of any kind, including damages for lost profits, revenue, business, savings, data or use, or the cost of substitute procurement, even if such party has been advised of the possibility of such damages. Notwithstanding anything else in this Agreement, Company's aggregate liability to Customer under this Agreement, whether based on negligence, contract, tort, indemnification, strict liability or any other theory, will not exceed the amounts paid by Customer to Company under this Agreement in the three (3) months preceding the date on which Customer notifies Company of the claim. Under no circumstances shall Company have any liability or responsibility for the accuracy of any Application Data that is inputted into the Hosted Services or Customer Content incorporated into the Hosted Services, including, without limitation, inaccuracies in Customer Content introduced during the input by Company of such Customer Content into the hosted service. The parties acknowledge that but for the limitations contained in this Agreement, they would not have entered into this Agreement. The limitations set forth above shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of any limited remedies set forth in this Agreement.

## **12. General.**

**12.1. Relationship of Parties.** Both parties are, and shall remain at all times, independent contractors, and nothing in this Agreement will be construed to create an agency, employment, fiduciary, representative or any other relationship between the parties.

**12.2. Assignment.** Neither party shall assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign this Agreement without the prior written consent of the other party solely in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, provided that the assigning party provides reasonable notice of such assignment to the other party. Any attempted assignment other than in accordance with this Section 12.2 shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**12.3. Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without reference to its conflicts of law provisions. The parties disclaim the application of the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act to this Agreement. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Suffolk County, in the State of Massachusetts, and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts, provided that either party may seek injunctive relief in any court of competent jurisdiction.

**12.4. Compliance with Law.** In performing its obligations and exercising its rights and licenses under this Agreement, each party will comply with all applicable laws, rules and regulations as may be applicable to such party.

**12.5. Export Control.** In performing under this Agreement, Customer agrees to comply fully with all applicable laws, including export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations and the export laws of international countries to which Customer is subject (collectively "Export Controls"). Without limiting the

generality of the foregoing, Customer will not, and will require its agents and representatives not to, export, direct or transfer the Services, Software, Documentation, technical information or other portions of the Services provided by Company hereunder, or any direct product thereof, to any destination, person or entity restricted or prohibited by the Export Controls.

**12.6. Government Use.** The Software, Documentation and other portions of the Services are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software, Documentation or other portions of the Services are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the Software, Documentation and other portions of the Services are limited to those expressly granted in Sections 2.1 and 2.6. Company and its licensors reserve all rights and licenses in and to the Software, Documentation and other portions of the Services not expressly granted to Customer under this Agreement.

**12.7. No Third Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third party, nor will this Agreement be interpreted to convey any rights or benefits to any person except the parties hereto.

**12.8. Force Majeure.** Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events. The party affected by the Force Majeure Event will promptly notify the other party and will resume performance when the Force Majeure Event is no longer effective. “**Force Majeure Events**” means events beyond a party’s reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks.

**12.9. Waiver.** The waiver by either party of a breach of or a default under any provision of this Agreement shall be in writing to be effective and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

**12.10. Severability.** Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

**12.11. Captions and Section Headings.** The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

**12.12. Notices.** Any notice required to be given under this Agreement shall be in writing and delivered personally, by email transmission, or by express overnight mail to the other party. Any notice given to Customer will be delivered to the address and email address on file for Customer in Company’s system and administrative portal of the Hosted Services. Any notice given to Company will be delivered to the following address and email address (or such other address or email address provided by Company in writing):

Open Counter Enterprises, Inc.  
131 Dartmouth St, 3<sup>rd</sup> Floor  
Boston, MA 02116  
Attention: Contracts  
Email: [contracts@OpenCounter.com](mailto:contracts@OpenCounter.com)

Notices shall be deemed effective: (a) on the date of delivery if delivered personally; (b) on the date of email transmission, if sent by email and a read receipt or other confirmation by the recipient of the receipt of such email; or (c) one (1) business day after deposit, if sent by express overnight courier, with written confirmation of receipt.

**12.13. Entire Agreement; Amendment.** This Agreement contains the complete understanding between Company and Customer with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No changes, amendments, or alterations to this Agreement shall be effective unless signed by duly authorized representatives of both parties, except as expressly provided herein. No amendment or modification shall adversely affect vested rights or causes of action that have accrued prior to the effective date of such amendment or modification. No terms on purchase orders, invoices or like documents exchanged between the parties shall modify or supplement the terms of this Agreement and shall be deemed void and shall have no effect.

**12.14. Changes to this Agreement.** Company may modify this Agreement at any time by providing an updated version of this Agreement to Customer at least thirty (30) days prior to the effective date of such changes (“**Update Notice Period**”). For the avoidance of doubt, all outstanding Order Forms will be subject to the then-effective version of this Agreement, as may be modified by Company from time to time. Customer’s continued access or use of the Hosted Services after any updates to this Agreement are effective shall constitute Customer’s agreement and consent to such modified terms. If Customer objects to any updated terms of this

Agreement, Customer may, as its sole and exclusive remedy, terminate this Agreement at any time during the Update Notice Period by providing notice of termination to Company, and the fees paid or payable under such all outstanding Order Forms will be prorated based on the number of months remaining in the then-current Subscription Term of such Order Forms.

**12.15. Resale.** Company is a subsidiary of GTY Technology Holdings Inc. (“**GTY**”) and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, “**Company Affiliates**”). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, and web-based budgeting preparation, performance, management and data visualization solutions (“**Affiliate Products**”). Company Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Questica Ltd. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Company, as an authorized reseller, or Company Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Customer and Company or Customer and the applicable Company Affiliate.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Master Services Agreement as of the Effective Date.

**Open Counter Enterprises, Inc.**

**The City of Pleasanton**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joel Mahoney

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

### Hosted Service Features

This is an extensive list of the Hosted Service Features provided by OpenCounter and are made available to the Customer through an Order Form for the applicable period as defined on the Order Form, and incorporated into this Agreement.

### Business Portal

The Business Portal helps entrepreneurs understand the costs and complexity of establishing or growing a business. The Business Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also instructs them on the next steps for the permits and licenses that have been triggered.

### Residential Portal

The Residential Portal helps homeowners understand the costs and complexity of their home improvement projects. The Residential Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also instructs them on the next steps for the permits and licenses that have been triggered.

### Special Events Portal

The Special Events Portal helps event hosts understand the costs and requirements around hosting a public event on public or private property. The Special Events Portal guides applicants through an intuitive permit discovery process, and estimates the time and cost associated with the specifics of their project. Once applicants are ready to proceed, it also instructs them on the next steps for the permits and licenses that have been triggered.

### ZoningCheck

The ZoningCheck renders complex land use regulations in the browser and makes regulations responsive to citizen inquiries.

Specifically, the ZoningCheck helps applicants navigate the site selection process by answering the seemingly simple question: "Where is my project permitted?" It does so by analyzing and importing the logical structure of the municipal code, factoring in the kind of project constituent end users want to pursue and secondary issues that may have huge implications for like use, such as whether a restaurant will serve alcohol, or have live entertainment.

Powered by a patent-pending geospatial rules engine, the ZoningCheck brings a new level of service to applicants, freeing them from parsing through dense code publishing sites and normalizing the process to an intuitive mapping interface while putting applicants in touch with OpenCounter Subject Matter experts to facilitate formal zoning and land use applications.

### Online Applications

Online Applications allow cities to move permit applications online. The applications prompt applicants for all relevant data required by the application, and display validation prompts when data is not supplied or is supplied in an incorrect format. If enabled, online applications also allow applicants to pay online with a credit card. The system also provides tools to staff to review and process applications. Once an application has been fully approved, a printable permit is emailed to the applicant.

### Accela Handoff

An integration to the Customer's instance of the Accela Construct API will allow OpenCounter to redirect applicants to the Accela Citizen Access software.

### Local ESRI Geocoder

An integration with the Customer's local ESRI geocoder will allow address searches in OpenCounter to return validated, local results.

**Third Party Features Included as of Effective Date:**

- User authentication features provided by Okta, Inc.



SaaS Order Form

To: Open Counter Enterprises, Inc. 131 Dartmouth St, 3<sup>rd</sup> Floor, Boston, MA 02116

Description	Term	Initial Subscription Term	Billing	Payment	Required Investment
Software Subscription	1 Years	Start: 04/01/2021  End: 3/31/2022	Annually Upfront	Net 30 Days	\$20,000

Core Platform

Hosted Services	Amount	List price per Unit	Total Price	Recurs
Business Portal	1	\$25,000	\$20,000	Annually
ZoningCheck	1	\$10,500	\$0	Annually

Additional Features

Hosted Services	Amount	List price per Unit	Total Price	Recurs
Portal – Accela Handoff	1	\$3,500	\$0	Annually

General Terms

This Order Form is governed by the terms and conditions of the Master Services Agreement (“Agreement”) between the parties, which are incorporated into this Order Form for all purposes. If there is a conflict between the terms of this Order Form and the Agreement, this Order Form governs. This Order Form and the Agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations, and discussions regarding this subject matter. All changes to this Order Form need to be agreed to in writing.

Term: The Initial Subscription Term of this Order Form shall commence for the period outlined above.

Signatures

OPENCOUNTER ENTERPRISES, INC.

CITY OF PLEASANTON

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Joel Mahoney

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Address/ Email for Notices:

Address: 131 Dartmouth St, 3<sup>rd</sup> Floor  
Boston, MA 02116

Address/Email for Notices:

Address: PO Box 520  
Pleasanton, CA 94566

Attention: Contracts  
Email: [contracts@OpenCounter.com](mailto:contracts@OpenCounter.com)

Attention:  
Email:

**City of Pleasanton  
Sole Source Justification**

Sole source purchases are goods and services available from only one supplier/vendor or meets the listed criteria. Purchases for items that cannot be procured through the competitive bidding process must be documented as to why the item(s) is considered sole source.

Requester Name : <i>Ellen Clark</i>	Title: <i>Director of Community Developmen</i>	Dept: <i>CDD</i>
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Requested Sole Source Company: <i>OpenCounter</i>		
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Contact Name: <i>Matt Lesiczka</i>	Email: <i>mattl@opencounter.com</i>	Phone: <i>978.852.5330</i>
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Address: <i>131 Dartmouth St, 3rd Floor Boston, MA 02116</i>		
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Description of Product or Service: <i>OpenCounter software licensing, support and maintenance services</i>		
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Project Schedule (when do you need the product or service by?):	Estimated Cost:
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**Complete the following checklist:** *This is a sole source vendor because:*

- Sole provider of a licensed or patented good or service.
- Sole provider of items that are repair parts of or updates to existing equipment, systems.
- Sole provider of factory-authorized warranty service.
- Sole provider of unique equipment, products and/or services not offered by others. *Please provide brief explanation.*  
*OpenCounter has designed and provided support for a web-based system configured using the City GIS map, zoning ordinance, and Planned Unit Development criteria unique to the City.*
- Only company available to provide service and/or supplies to meet project schedule. *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to meet the project schedule.*
- There is a substantial technical risk in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence that explains why other contractors are considered to be unable to overcome the substantial technical risk.*
- There is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the changes of another firm winning a competition are clearly remote. *Please provide a brief explanation.*

**What steps were taken to verify that these features are not available elsewhere?**

Other brands/manufacturers/companies were examined ( <i>List specific company names, phone number and contact names, and explain why these were not suitable</i> ).
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Other vendors were contacted ( <i>List specific company names, phone numbers and contact names, and explain why these were not suitable</i> ).
--

What specific feature makes this item and/or company unique and why is this needed for your project? <i>Continuing service with OpenCounter provides services and support at a cost that is substantially less than creating a new web-based system. Cost savings are realized by existing data entry as well as existing integration with our permitting system and services.</i>
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Requestors Signature: _____	Date: _____
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Department Head Signature: _____	Date: _____
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Director of Finance Approval: _____	Date: _____
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