

**AMENDMENT No. 9
CONTRACT No. C41158**

**Maintenance Agreement
For PDCC Enterprise Service Bus/CAD Communication
(Phase I PDCC ESB)**

This Agreement was made and entered into on the 1st day of October, 2007, by and between **Online Business Systems, Inc.**, a Minnesota corporation, hereinafter called "Contractor," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "City," by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The effective date of this Amendment is **September 30, 2012**. The purposes of this Amendment are to modify the terms and conditions of maintenance, to extend the term of the Agreement, and to increase the value of the Agreement to cover this ongoing support and additional projects. The Parties hereby agree to amend the Agreement as follows.

1. Contractor shall provide 24/7 Tier 2/3 support Services for the PDCC Enterprise Service Bus as set forth in Exhibit A to this Amendment, at an annual cost of **\$36,000.00**.
2. The term of the Agreement is extended by one year. The new expiration date of the Agreement is **October 1, 2014**.
3. The not-to-exceed value of the Agreement is increased by **\$250,000.00**, from \$500,000.00 to **\$750,000.00**.

All other terms and conditions of the Agreement shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND

**ONLINE BUSINESS SYSTEMS
(CONTRACTOR)**

Chief Procurement Officer Date

Authorized Signature Date

Approved as to Form

APPROVED AS TO FORM

James H. Van Dyke 3/5/13

Office of City Attorney Date
CITY ATTORNEY

Printed Name and Title

Address: _____

Phone: _____

Fax: _____

Exhibit A
Amendment No. 9
Contract No. C41158

185952

Online Business Systems
400 SW Sixth Avenue, Suite 500
Portland, OR 97204



October 22, 2012

Estelle,

As requested, please accept the following supplemental information in support of the 24/7 contract amendment for PDCC Support.

As described in the statement of work (SOW), the support contract covers break/fix support for any issues originating with the PDCC Enterprise Service (ESB). Any issue originating with the ESB will be resolved as per the terms identified in the SOW.

Issues not relating to ESB Break/Fix (i.e. Network issues, Partner System Issues, Requests for Enhancements, General Service request such as moving servers, etc.) are not covered by the scope of work defined in the SOW.

Effort applied to out of scope activities is billable on a time and materials basis at \$125/hour.

Respectfully,

A handwritten signature in black ink, reading "Bryan Lepine". The signature is fluid and cursive, with the first and last names clearly legible.

Bryan Lepine | Managing Director

blepine@obsglobal.com

503.221.4515(direct)

503.709.5989(mobile)

City of Portland Bureau of Technology Services
ESB Support Services



The purpose of this document is to provide information on 24/7 Tier 2/3 support of the PDCC Enterprise Service Bus (ESB). The scope of this proposal is limited to the PDCC ESB and services currently deployed to the PDCC ESB.

1.0 SUPPORT SERVICES

24x7 Service and Support

OBS will respond to any high priority issues 24 hours a day and 7 days a week.

4 hour Response

OBS will respond to any high priority issue the request for support and will begin the process of resolution within 4 hours of the request being received (depending on the severity of the issue).

1 Business Day Response

OBS will respond to "Low" priority issues and will begin the process of resolution within 1 business day of the request being received.

5 Business Day Response

OBS will respond to "Nuisance" priority issues and will begin the process of resolution within 5 business day of the request being received.

Break Fix Support

This support model includes only break-fix support for defects or issues where the root cause of the issue is the ESB. Issues caused by other systems or partners are billable on a Time & Materials basis.

2.0 SCOPE OF WORK

The scope of this proposal is limited to break/fix support for the PDCC ESB software and the message exchanges currently deployed to the PDCC ESB.

Issues determined to be caused by other systems or partners are billable on a Time & Materials basis – for example;

- Defects in endpoint systems such as CAD systems
- Support calls arising from network, router, firewall issues
- Non-PDCC related message exchanges
- Issues with Operating System Patches
- Server Hardware Issues
- Message Exchanges and Solution Components supporting non-PDCC functionality (i.e. Regional RMS, ODOT OIS, OSP IBOTT, etc.)

3.0 ISSUE RESOLUTION PROCESS

Issue Triage

As Issues are identified the following process will be used to prioritize and resolve the issue.

1. Issues identified will be initially recorded and tracked as tickets, by the client. The client documents and prioritizes the tickets.
2. OBS and the client will review the issues and re-prioritize as required
3. OBS will resolve issues as described in this section
4. OBS will communicate resolution plans, estimates and results to the client, throughout the process
5. OBS will record the final disposition of the issue resolution for the client

Issue Priorities

The following priority definitions are used in the management of reported tickets once they are logged by the client / OBS through to closure:

Priority	Category	Possible Problem Types	Response Time	Expected Resolution Time
1	High	The system is not operational or one or more core business functions are not operational. One or more required business features is not available to users.	Target: 30 minutes Max: 4 hours	1 Business Day
2	Medium	The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions.	Target: 30 minutes Max: 4 hours	5 Business Days
3	Low	The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, etc.	Target: 30 minutes Max: 1 Business Days	20 Business Days
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, as well as more significant problems for which there is a workaround satisfactory to the client.	Target: 30 minutes Max: 5 Business Days	None

Clearing of a ticket will require the client's agreement. Any ticket can be re-categorized by the client, in discussion with OBS, at any time.

The provision of an agreed temporary workaround that ameliorates the business effect of a problem will result in a lowering of the priority of a ticket. A workaround that essentially removes the negative business impact of a Fault will reduce the category to Nuisance.

Initial Response

Initial response is the first communication from OBS in reply to a reported issue indicating its current status and the action being taken. This response shall be considered an acknowledgement by the client that the reported ticket is being progressed and work is underway to resolve it. The initial response may be from OBS attempting to gather more detailed information or to provide a resolution remotely.

Response Time

The response time is the elapsed time from when the ticket is logged to the Initial Response. Contracted response times will depend on the level of Sustainment and Support Contract selected by the client. Please refer to the matrices at the end of this document for more information

Initial Resolution

An initial resolution means that a temporary course of action or outcome for the ticket has been agreed, which may be a workaround or temporary fix until a permanent solution can be provided. This may be no more than a remedial measure to lessen the severity of the problem and provide more time to investigate and devise a permanent resolution. Where the agreed solution is a temporary work around, an action plan to provide a full solution will be agreed by both parties.

Resolution

Resolution means that a permanent course of action or outcome of the reported issue has been agreed. Ticket resolution will occur when one or more of the following are agreed:

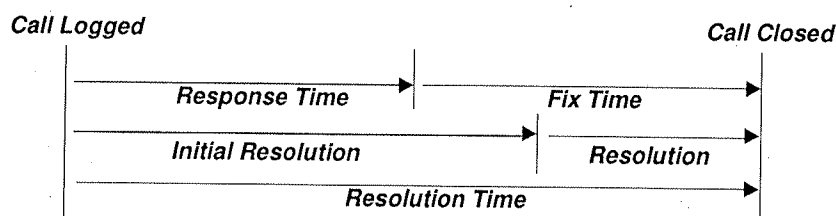
- Reported failure corrected or fixed.
- Enhancement to network or other equipment required. This will be identified by the client's Tier 1 support organization and directed to the relevant parties.
- Additional education, explanation or information provided.
- An alternative or work around provided.
- Issue referred back to the client or others for resolution.
- Issue requires submission as a Change Request.
- Issue identified as a component defect. This will be identified by the client's support organization and directed to the relevant parties for resolution.
- Technical enquiry answered.

Resolution Time

The resolution time is the elapsed time from when the ticket is logged to when a resolution is achieved and the ticket is closed.

Ticket Closure

Closure of a ticket means that the resolution to a reported issue has been delivered or the issue has been abandoned as mutually agreed. Tickets that are awaiting additional information from the client for more than thirty (30) days and where there is no activity shall automatically be assigned the status of closed.



4.0 COST

The proposed cost for Online Business Systems to provide 24/7 Break/Fix support for the PDCC ESB is \$36,000 per year.

Costs are based on the following estimates for call volume and resolution effort;

<i>Time Period</i>	<i>Estimated Calls per Month</i>	<i>Estimated Hours per month</i>
1 Year (12 Month period)	1 - 2	8 - 16