

**ORIGAMI RISK ORDER FORM #20245000 (C24193066)****CONTACT INFORMATION**

**Client:** City of Palo Alto  
**Address:** 250 Hamilton Ave.  
Palo Alto, California 94301  
**Primary Contact:** Tricia Runyan  
**Primary Contact Email:**  
tricia.runyan@cityofpaloalto.org

**Bill To Contact:**  
**Bill To Email:**

**Is purchase order (PO) required?** ☐

Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

**SUBSCRIPTION DETAILS**

Subscription Term: 36 Months

Effective Date: The last day of signature by the parties hereto

**RECURRING SUBSCRIPTIONS – LICENSES**

Subscription	Quantity / Functionality Purchased
RMIS	Functionality Selected
Full User(s)	4 User(s)
Claims Admin User(s)	2 Claims Admin User(s)
Annual Total: \$31,280.00	

**RECURRING SUBSCRIPTIONS – HOSTING**

Subscription	Quantity / Functionality Purchased
Hosting, Network & Storage	Up to 1 GBs of Database Size
Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
Annual Total: \$8,625.00	

**RECURRING SUBSCRIPTIONS – DATA PROCESSING**

Subscription	Quantity / Functionality Purchased
Open Cities / Open Forms Import	Integration Selected
Annual Total: \$5,750.00	

**RECURRING SUBSCRIPTIONS – Client Support**

Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 2 hours of Client Support services per month beginning on the Effective Date.
Annual Total: \$7,500.00	

**BILLING DETAILS AND ADDITIONAL TERMS**

This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”).

Origami entered into a contract with the County of San Mateo, a political subdivision of the State of California (“San Mateo”) to provide and implement a risk management information system, dated February 9, 2016 (“San Mateo Contract” or “Agreement”). Origami and Client wish to enter into this Order Form for Origami to provide Client the licenses and services as set forth herein on the same terms and conditions as the San Mateo Contract, subject to the following modifications:

1. Any reference to San Mateo in the San Mateo Contract shall instead be deemed to refer to Client for the purposes of this Order Form. To the extent that this Order Form conflicts with any provision of the San Mateo Contract, the provisions of this Order Form shall govern.
2. To the extent the San Mateo Contract does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the San Mateo Contract.
3. The parties agree that this Order Form will apply to the services provided to the Client and the Statement of Work and Exhibit B “Pricing and Invoicing Schedule” of the San Mateo Contract shall be replaced in their entirety by this Order Form and the related implementation services of Statement of Work #20245000. For clarity, the Service Level Agreement shall continue to govern this Order Form.
4. The Term of the San Mateo Contract shall be extended through the duration of the term of this Order Form.
5. Upon mutual agreement in writing by both the Client and Origami, this Order Form may be extended or renewed (subject to further negotiation as required) after the initial three-year term set forth herein.

Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due in accordance with the San Mateo Contract. Fees for ongoing contract years will be invoiced before or around each anniversary date with payment due in accordance with the San Mateo Contract. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.

Service descriptions and service-specific terms and conditions are set forth at [origamirisk.com/servicedescriptions](https://origamirisk.com/servicedescriptions), which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

**ORDER FORM APPROVAL**

The undersigned agree to this Order Form.

**ORIGAMI RISK LLC**

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

Name: \_\_\_\_\_  
(Print Name)

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

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

**CITY OF PALO ALTO**

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

Name: \_\_\_\_\_  
(Print Name)

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

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

**APPROVED AS TO FORM:**\_\_\_\_\_  
City Attorney or designee

## **STATEMENT OF WORK #20245000**

This Statement of Work (“SOW”) describes services to be performed by Origami Risk LLC (“Origami”) for City of Palo Alto (“Client”). Capitalized terms not defined herein shall have the meanings set forth in the San Mateo Contract.

Origami entered into a contract with the County of San Mateo, a political subdivision of the State of California (“San Mateo”) to provide and implement a risk management information system, dated February 9, 2016 (“San Mateo Contract” or “Agreement”). Origami and Client wish to enter into this SOW for Origami to provide Client the services as set forth in this SOW on the same terms and conditions as the San Mateo Contract, subject to the following modifications:

1. Any reference to San Mateo in the San Mateo Contract shall instead be deemed to refer to Client for the purposes of this SOW. To the extent that this SOW conflicts with any provision of the San Mateo Contract, the provisions of this SOW shall govern.
2. The parties agree that this Order Form will apply to the services provided to the Client and the Statement of Work and Exhibit B “Pricing and Invoicing Schedule” of the San Mateo Contract shall be replaced in their entirety by this SOW and the related licenses and services of Order Form #20245000 executed in connection herewith.

## **OVERVIEW**

This SOW sets forth the Professional Services to conduct the implementation of the Service. The term of this SOW shall begin on the Effective Date of Order Form #20245000 and continue until Go-Live (as described below).

This SOW does not include subscriptions to the Service. All subscriptions and associated fees are set forth in Order Form #20245000.

## **IMPLEMENTATION**

### **Implementation Process**

Implementation is the process of configuring the Service for use by Client including system settings, supporting Client in loading data, initial user training, and other work identified in this section of the SOW. The implementation phase is completed (“Go-Live”) when Client is able to utilize the Service for the purposes contemplated by the implementation tasks set forth below in this SOW, referred to by Origami as being Live in the system. Once Origami moves Client from its staging environment to its live production environment, any additional use of Origami’s staging environment after Go-Live will incur additional hosting fees.

Client’s provision of timely and accurate specifications, direction and feedback is essential to the implementation. Both parties understand that time is of the essence with regard to the implementation and agree to use reasonable and good faith efforts to promptly complete the implementation. Any voluntary project interruptions or stoppages ordered by Client outside of the project plan or any failures by Client to meet the obligations in the preceding sentence may result in the conversion of the implementation to a time and expense engagement, effective upon email notice from Origami to Client and billed monthly as incurred at Origami’s bundled hourly rate after crediting Client for any remaining unused portion of the fixed price.

Origami provides fixed price implementations based on (i) reasonable estimates from Client to complete the deliverables as scoped in this SOW and (ii) Client’s continued and uninterrupted effort toward Go-Live. Based on conversations with the Client, Origami estimates that it will need to provide 694 hours of Professional Services for the implementation deliverables set forth in this SOW (including, without limitation, training and project management hours). If there are any changes to the scope of such deliverables, the parties will agree to meet and negotiate in good faith an amendment to this SOW to resolve any issues and to address any additional requirements.

## Implementation Scope

Origami will work with Client to perform the following implementation tasks:

### **RMIS Configuration**

<b>System Configuration</b>	
<b>Deliverable</b>	<b>Scope</b>
Legal Contract and Invoice Management – Client Defined Entity	<p>Configure Legal Contract and Invoice Management</p> <p><u>Includes:</u></p> <ul style="list-style-type: none"> <li>Contract Management configuration to provide the ability to track outside counsel invoices and have associated legal expenses charged to the appropriate claim financials (invoice could be from more than one claim). Three Client Defined Entities for contracts, invoices and claim charge backs.</li> </ul> <p><u>Assumptions:</u> Does not include loading of historical data into Origami.</p>
User Security	Configure up to <b>5</b> user security roles.
Workflow Configuration	<p>Provide up to <b>40 hours</b> of Origami workflow configuration.</p> <p>This bucket of hours will also be used to configure variances to the Origami standards, to configure additional workflow not explicitly noted elsewhere, and to configure additional features and functionality.</p> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Dashboard Configuration	<p>Client will have access to the Origami standard dashboards.</p> <p>Provide up to <b>40 hours</b> of assistance to configure default dashboards using standard Origami dashboard widgets or custom widgets via Origami's standard Custom Widget Designer.</p> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Report Configuration	<p>Client will have access to Origami standard reports, as well as ad-hoc report tool and custom template builder.</p> <p>Provide up to <b>40 hours</b> of assistance to configure standard Origami report templates and/or create custom template via Origami's standard Custom Template Designer.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> <li>Client will provide examples of existing reports they wish to have recreated in Origami.</li> </ul> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Mail Merge / Forms / Letters	<p>Includes up to 5 mail merges with up to 15 fields to map on each.</p> <p><u>Assumptions:</u></p> <p>The fields required on the mail merge forms exist within Origami.</p>
Claim Form Configuration	<p>Configure Origami's fields, codes, and forms for Claims:</p> <p>Up to 3 Claims forms for coverages: Property, General Liability, Auto</p> <p>Includes Origami's best practice screen designs and will allow for a single round of changes on the specification(s) developed.</p>

Single Sign On (SSO)	Origami will assist Client with configuration of SSO between Origami and Client Active Directory using a SAML 2.0 compliant method.
System / Needs Analysis	Includes discovery and design discussions around overall system usage and deliverable-specific requirements.

### **Integrations**

<b>Deliverable</b>	<b>Scope</b>
Open Cities/ Open Forms Import	<p>Deploy the Origami standard import process to perform bulk inserts and updates of data.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> <li>• Open Cities/Open Forms is the system of record.</li> <li>• Client will provide the data file in delimited or fixed width format using Origami's standard layout.</li> <li>• File attachments will need to have an indexing element for linking</li> </ul>

### **Convert Legacy System [CityLaw]**

<b>Deliverable</b>	<b>Scope</b>
Prior System Conversion	<p>Origami will convert the legacy data from <b>CityLaw</b> and import into the Service. Legacy data will include:</p> <ul style="list-style-type: none"> <li>• Claims</li> <li>• Incidents</li> <li>• Transactions (reserves and payments)</li> <li>• Notes</li> <li>• Tasks (for calendar views)</li> <li>• Contacts</li> <li>• Locations</li> <li>• File Attachments</li> </ul> <p><u>Includes:</u></p> <ul style="list-style-type: none"> <li>• Includes 1 test conversion and 1 live conversion.</li> </ul> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> <li>• Client will provide Origami with a full backup of CityLaw database including system schema and field definitions documentation. If database is vendor-hosted, Client will coordinate data extract and transmission to Origami with vendor. This includes final data for go-live.</li> <li>• Client will be required to extract files stored in database as physical files from binary to be imported into Origami.</li> <li>• Xybian, NoSQL or Mongo databases must be exported to flat files.</li> <li>• Client will be responsible for necessary data cleanup prior to submission of final go live database. Alternatively, Client may work with Origami to prepare cleanup scripts that can be repeated for final go-live database after transmission. Origami will not create new cleanup scripts or participate in data cleanup after go-live database is transmitted</li> <li>• Client has knowledgeable resource(s) available to assist with mapping legacy data to Origami.</li> <li>• File formats will remain the same between test and live conversion.</li> </ul>

### **Deployment**

<b>Deliverable</b>	<b>Scope</b>
Go-Live Support	<p>Provide go-live support for 30 calendar days following delivery of all the deliverables listed in this Implementation Scope section to address any issues in connection with the Implementation Scope described in this section.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> <li>• Issues/requests relating to expanded scope will be addressed using Client's ongoing support hours.</li> </ul>

Training	<p>Provide up to <b>24 hours</b> of training to Client in year 1 of this SOW and provide additional training each subsequent year as needed. Time preparing for and conducting training are included in these hours. Professional Service hours will be eroded for training in future years. Training will be provided at Client offices or online at the Client's request. Training can be provided in one session or several on mutual agreement between Client and Origami.</p> <p><u>Assumptions:</u></p> <ul style="list-style-type: none"> <li>● Client will provide Origami with guidance about the employees to be trained and any training requirements or a preferred approach.</li> <li>● If training is to be provided in Client office, Client will provide appropriate meeting space and internet access so Origami can perform the training and also provide for transportation and other expenses for Client employees who attend the training.</li> </ul> <p>In the event that additional hours in excess of the hours allocated for this deliverable are needed to complete this deliverable, the parties will enter into a separate amendment or statement of work to purchase such additional hours.</p>
Documentation	Includes creation of client documentation that aligns with the design, configuration and workflows of deliverables outlined.

<b><u>Project Management</u></b>	
<b>Deliverable</b>	<b>Scope</b>
Project Management	<p>Origami will designate a project manager to provide project management activities during the Implementation. Origami will follow a set of best practices and tools to manage the implementation project which includes the items listed below:</p> <p><u>Origami will:</u></p> <ul style="list-style-type: none"> <li>● Schedule and lead initial kickoff call or meeting.</li> <li>● Lead 30-minute status calls every two weeks throughout the term of the project (or as otherwise agreed upon by both Origami and the Client) with attendees which will be determined at project kickoff and as may be adjusted as needed throughout the duration of the project.</li> <li>● Maintain a project schedule on a weekly basis with key deliverables and expected dates to drive design, configuration, and sign off of specifications and unit testing for each deliverable to ensure project stays in scope and on time.</li> <li>● Provide a project dashboard and QRAID (Questions, Risks, Actions, Issues, Decisions) log to provide oversight on issues which may impact scope, resources or timeline.</li> <li>● Coordinate all activity within Origami to complete Origami's tasks on schedule and ensure project team's collaboration and accountability.</li> </ul> <p><u>Client will:</u></p> <ul style="list-style-type: none"> <li>● Participate in status calls and working meetings.</li> <li>● Complete all Client assigned project tasks (e.g. discovery sessions, data gathering, unit testing, sign off) in accordance with the agreed upon timeline</li> <li>● Coordinate all activity within Client's organization to complete Client's tasks on the project schedule.</li> <li>● Coordinate all activity of Client's 3rd party providers (data sources, brokers, TPAs, etc.) required to complete tasks on the project schedule</li> </ul>

## **Client Roles and Responsibilities**

- Client will designate, prior to the start of the implementation, a single point of contact who shall be responsible to coordinate and manage all activities required within Client's organization to complete Client's tasks on the project schedule and make decisions on behalf of Client. This single point of contact may be changed at any time upon Client's notice to Origami.
- Client will designate, prior to the start of this engagement, at least one System Administrator ("Client SA") who will be responsible for working with Origami to implement the Service and maintain the Service thereafter, and who will provide ongoing production support to Client's users, both internal and external. More detailed responsibilities will be provided after project kickoff based on system requirements. Client SAs will be responsible for setting up and assigning security rights and maintaining user IDs for all users. Client SAs will have sufficient knowledge, skills and abilities to perform their identified project roles.
- Client will provide requested information within a reasonable timeframe as agreed upon by Client and Origami; if providing the requested information is not achievable or will take longer than preferred, Client will promptly inform Origami of the situation and alternative solutions will be determined.
- Client will help resolve project issues and assist with bringing issues to the attention of the appropriate persons within the organization, as required.
- Client will coordinate all activity of Client's 3rd party providers required to complete tasks on the project schedule and Client will be primarily responsible for obtaining information and resolving any issues pertaining to third party products or services used by Client, if necessary. Client will be responsible for any charges levied by 3<sup>rd</sup> party providers.
- Client agrees generally to provide other reasonable assistance and cooperation to see that services are successfully completed (e.g., participate in status calls and working meetings, provide specifications, direction, and feedback as needed by Origami in a timely manner, etc.)
- For any deliverables that Origami provides to Client for approval, Client will confirm approval or provide necessary details on any requested remediation promptly.
- Client will be responsible for testing and quality assurance related to the implementation within the timeframe as agreed upon in the project schedule. Client will ensure that all configurations and customizations operate as intended (including functionality, usability and data access rights), and Origami shall not be responsible for any damages caused by any such configurations or customizations.
- Client will have final responsibility for decisions regarding all configurations and customizations (such as forms, dashboards, interfaces, reports, workflows and data flows), as agreed upon in the design documentation created by or for Client or Client's users in the Service.
- Outside of the implementation scope set forth in this SOW, Client shall have the ability to configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by Client.
- Client will review and approve specifications provided by Origami and acknowledges that requests for substantial deviations from the specification are outside the scope of the project.
- Upon Origami's completion of the deliverables set forth above, Client will provide written acknowledgment of Go-Live.
- At the conclusion of the implementation as set forth herein, Client agrees to use good faith efforts to respond to any Origami questionnaire or other request for feedback.



## **PRICING AND INVOICE SCHEDULE**

Origami will invoice Client \$46,845.00 for the Professional Services detailed in this SOW. Such payment shall be invoiced by Origami upon signature of this SOW by both parties and due in accordance with the terms of the Agreement.

If needed, additional professional services can be purchased through a separate statement of work. All fees are subject to state sales tax, where applicable. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.



## STATEMENT OF WORK APPROVAL

The undersigned agree to this Statement of Work.

<b>ORIGAMI RISK LLC</b>		<b>City of Palo Alto</b>
By: _____		By: _____
Name: _____		Name: _____
(Print Name)		(Print Name)
Title: _____		Title: _____
Date: _____		Date: _____

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee