Contract #: EU-15010-HYL044960

Hyland™
Global Services

Professional Services Proposal

City of Irvine

Project: OnBase Upgrade Services

Proposal #: PSQ-27354

Document Version: 2.0

Document Date: 03/18/2025

THIS PROPOSAL WILL EXPIRE **120** DAYS FROM THE ABOVE DATE UNLESS SIGNED BY BOTH PARTIES.

Table of Contents

Introduction

The purpose of this document ("Services Proposal") is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

Proposal Terms & Usage

Hyland Software, Inc. ("Hyland") is pleased to provide the following estimate for professional services for City of Irvine ("Customer") as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the applicable services agreement between the parties pursuant to which this Services Proposal was issued (the "Underlying Agreement"). Such Underlying Agreement may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such Underlying Agreement provides that services will be provided under a Statement of Work or Services Proposal or similar agreement, this Services Proposal shall be considered such Statement of Work, Services Proposal or similar agreement. All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void. Notwithstanding anything to the contrary herein, if the Underlying Agreement is being reviewed, negotiated, and/or executed concurrently with this Services Proposal, but has not been fully executed at the time this Services Proposal is executed, the terms set forth at **https://legal.hyland.com/Customer-Legal-Center#professional-services-termsandconditions** shall govern this Services Proposal.

Please note that resources assigned to perform the Services include employees or agents of Hyland Software, Inc. or employees or agents of a third party subcontractor. Such resources may have access to Customer data and, if applicable, to hosted environments maintained by Hyland where such Customer data may be stored. Customer's execution of this Services Proposal hereby constitutes consent by the Customer to Hyland's engagement of such resources and waives any restrictions in the underlying agreement prohibiting the use of such resources or access to Customer data as needed to perform the Services.

After execution all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

Project Areas

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 - OnBase Upgrade Services

Hyland will provide Professional Services to the Customer to upgrade OnBase to the latest commercially available release.

Project Initiation

1. Project kick-off and planning activities; and
2. Delivery of a Project Plan.

Technical Review

1. Infrastructure evaluation to aid with environmental planning, including review of the current infrastructure and general setup or configuration of Software in order to provide recommendations on changes and/or confirmation of infrastructure plans;
2. Review of Software requirements and prerequisites specific to server and client-side setup; and
3. Delivery of an Architecture Diagram, a technical specifications document for the Hyland Software infrastructure.

Solution Evaluation

1. Hyland will perform a review of the following items in Customer's production environment to ensure compatibility with the upgraded version of Software, if additional work is required to update any items, then a Change Order may be required:
    A. Hyland created forms;
    B. Custom reports;
    C. Scripts; and
    D. Agents/Modules/Components that may be deprecated.

Environmental Setup and Upgrade

1. Delivery of an Upgrade Delivery Plan;
2. Upgrade of two (2) environments including:
    A. One (1) non-production;
    B. One (1) production; and
    C. Hyland may upgrade additional environments per items selected in the **General Add-Ons** table below.
3. Technical Consultant will complete basic software testing to validate general functionality following the upgrade (e.g., user login, client-side software installation, core module functionality, general retrieval and archival).

User Testing Support

1. Hyland will provide up to sixteen (16) hours of User Testing support over a two (2) week period; and

2. Hyland may deliver any additional User Testing support as indicated in the **General Add-Ons** table below.

Production Cut Over
1. Hyland and the Customer will decide on a date and time to begin the production upgrade based on mutual availability;
2. Customer is responsible for notifying users of the system outage, as services and scheduled tasks will be stopped prior to beginning the cut over;
3. Hyland and Customer will discuss a cut over plan; and
4. Cut over will be executed within a one (1) day period.

Go Live Support

1. Hyland will provide Go Live support over a one (1) day period immediately following the production upgrade;
2. Hyland may deliver any additional Go Live support as indicated in the **General Add-Ons** table below; and
3. Any open issues after the dedicated post-upgrade assistance will be submitted to the Hyland Technical Support team. Should any issues require Professional Services, a Change Order may be required.

Project Closure Activities

1. Provision of any final recommendations and/or identification of next steps as appropriate; and
2. Hand-off to Hyland Technical Support.

Project Team and Project Coordination

The Hyland project team will consist of one (1) or more consultants to support technical activities, as well as a primary Project Manager to provide project coordination. Project coordination shall include the following:

1. Managing project initiation, coordinating schedules and resources, and developing the Project Plan;
2. Coordination and collaboration with Customer Project Management resource(s); and
3. Weekly and/or daily involvement where necessary to track project progress, issues, scope creep and impact, and generating Change Orders as needed.

Upgrade Add-Ons

GENERAL ADD-ONS		
		Included?
Extra Environment(s)	One (1) *additional* environment to be Upgraded outside of Prod/Test (i.e. Dev, QA, DR).	No
Extra Day(s) of User Testing Support	Up to eight (8) hours of *additional* User Testing support over a one (1) week period.	No
Extra Day(s) of Go Live Support	One (1) day of *additional* Go Live support.	No
Onsite Services	Three (3) days of onsite time, for one (1) resource. Travel expenses will be charged separately.	No
Additional Consulting	Thirty-Six (36) hours of consulting to assist with customers move from On-Premise to Microsoft Azure Cloud	Yes

ONBASE SOLUTION COMPONENT ADD-ONS		
		Included?
Integration for Salesforce	Add-on to support additional testing for existing Salesforce Integration. Services will not include custom solution components or re-mapping in Salesforce.	No
Financial Services Core/Banking Integration	Add-on for applicable activities for an existing integration (DNA, Episys, Corelation, Digital Banking, etc.) such as recopying files, server/pool changes, additional testing, etc. Services will not include configuration changes in the third-party systems or modification of custom solution components.	No
Agenda Management	Add-on to support additional testing for existing Agenda Management solution. Services will not include updates to change the way the solution is configured or to enhance the solution.	Yes
Electronic Plan Review	Add-on to support additional testing for existing Electronic Plan Review solution. Services will not include updates to change the way the solution is configured or to enhance the solution.	No
Integration for Esri	Add-on to support additional testing for existing Integration for Esri solution. Services will not include updates to change the way the solution is configured or to enhance the solution.	Yes
Public Sector Constituency Web Access (AKA Public Access Viewer)	Add-on to support upgrade and additional testing for existing Public Sector Constituency Web Access solution. Services include installation of updated web server. Services will not include updates to change the way the solution is configured or to enhance the solution. Modifications to custom code or API's is also excluded.	No
BizTalk Integration(s)	Add-on to support additional testing for existing BizTalk integration(s). Services will not include updates to change the way the integration(s) are configured or to replace the integration(s) with a different integration method (e.g., Unity script).	No
Transcript Capture Solution Integration for Workday	Add-on to support additional testing for existing Transcript Capture solution integration for Workday. Services will not include updates to change the way the solution is configured or to enhance the solution.	No

Hyland SAP Integrations (ArchiveLink, BIC)	Add-on to support upgrade and testing of existing Hyland SAP Integrations (ArchiveLink, BIC). Includes basic updates to SAP configuration such as URL changes required for upgrade. Scope does not include adding new repositories or new configuration.	No
Integration for Guidewire Center(s)	Add-on to validate and test Guidewire as part of the OnBase upgrade activities and redeploy WSP endpoints, as necessary for up to two (2) environments. Services are intended for Guidewire customers with accelerator version 3 or later that will not be updating their accelerator or migrating the Guidewire solution.	No
OnBase Accelerator for Duck Creek	Add-on to validate and test Duck Creek as part of the OnBase upgrade activities. Services are intended for Duck Creek customers with AMI.	No
Brainware	Add-on to include an Advanced Capture Consultant resource to upgrade Brainware as part of the OnBase upgrade activities. Services will also include Brainware custom code review. New user logic or enhancements are excluded from the custom code review.	No
AP Solution	Add-on to include an Accounts Payable Technical Consultant to upgrade the AP solution components. Services may include line of business broker and other ERP integration components. Any enhancements or updates to the solution are excluded.	No
ReqConnect	Add-on to include a Technical Consultant to upgrade the ReqConnect solution components. Services may include integration to Costpoint. Any enhancements or updates to the solution are excluded.	No
VPConnect	Add-on to include a Technical Consultant to upgrade the VPConnect solution components. Services may include integration to Costpoint. Any enhancements or updates to the solution are excluded.	No

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. Local and remote VPN access must be provided to Hyland resources to perform the upgrade, through the use of dedicated user account(s) with appropriate privileges to the Software;
2. The purpose of this engagement is to create an upgraded environment that provides the same functionality that is in the Customer's current production environment. In the event this is not possible, Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to the upgrade, but the Customer is responsible for all solution design and/or configuration changes. In the event Hyland is required to perform these changes, then a Change Order can be provided;
3. Customer will create and manage any necessary service accounts;
4. Customer will perform the database backup/restore and image repository copy/move to pre-production servers, if applicable;
5. Customer will own end-to-end solution testing;
6. Customer is responsible for User Testing including creation of test plans, formal documentation/solution guides and formal project management; and

7. Outside of the dedicated Go Live Support, standard Hyland response, not resolution, to any logged issue is two (2) business days or less.

Exclusions

The following items are considered out of scope for this engagement:

1. Customer is responsible for Migration of any data (disk groups and database);
2. Creation of additional Software environments;
3. Leveraging an existing non-production environment as the go-forward production environment;
4. Incremental upgrade;
5. Data cleanup;
6. The implementation of Software modules or configuration not currently in use within Customer's production environment;
7. Certificate Consulting or Disaster Recovery/High Availability support (e.g. existing Load Balancers, mirroring, fail-overs, etc.).
8. Modifications to Customer's Software solution to work in upgraded environment:
    A. This includes any custom scripts, .DLLs, e-forms, workflows, API integrations, or other general configuration areas of Software, unless included in the **Solution Component Add-Ons** table above; and
    B. Should Software solution require changes as a result of the Software upgrade and Hyland is required to perform these changes, then a Change Order can be provided.
9. Solution assessment; and
10. AWS Design setup.

Deliverables

1. Project Plan;
2. Architecture Diagram; and
3. Upgrade Delivery Plan.

For details about the deliverables, please review Appendix 2.

Key Assumptions

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
3. Professional Services will be provided remotely from Hyland offices:
   A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
4. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs; If delays are introduced, a change order may be required and/or resources may be reassigned;
5. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process; and
6. Unless specifically included within the scope of this Services Proposal, creation of monitoring tools or reports is excluded from this engagement. This includes data collection, reporting or alerts related to architectural or solution-specific metrics.

Customer Obligations

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
    A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
    A. Managing all customer obligations as defined within this Services Proposal; and
    B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
    A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
    A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. If applicable, Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
6. If applicable, Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated; and
8. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
    A. Any anticipated changes to the core team must be communicated in writing within five (5) business days; and
    B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review all deliverables in accordance with the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
2. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
3. If applicable, customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:
   A. **Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications**; and
   B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions..
2. Customer will have at least one (1) non-production Software environment for installation and deployment;
3. The scope of work includes implementation in the following environments:
   A. Production
   B. Non-Production
4. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
5. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
6. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
7. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

On Premise Deployment

1. Customer will provide a properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
2. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
3. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance; and
4. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;
2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
   A. Sample, production-like, content;
   B. Electronic feeds; and
   C. Paper documents.
3. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
4. Customer will train end users on the use of the Software.

Project Change Control Process

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

Pricing

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Fixed Fee Projects

Project	Total (USD)
Project 1 - OnBase Upgrade Services	$51,240.00
One-Time Discount	($13,240.00)
Total	**$38,000.00**

Payment Milestones
The costs for the above project(s) represent fixed price Professional Services. Payment milestones for the engagement(s) will be invoiced as listed below.

Description	Amount (USD)
OnBase Upgrade Services	
Contract Execution	$12,920.00
Completion of User Acceptance Testing	$12,540.00
Completion of Production Cutover	$12,540.00
Total	**$38,000.00**

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above cost includes Professional Services fees anticipated to complete the project(s) successfully;
2. The above pricing reflects a one-time discount against Hyland fixed fee Professional Services;
3. All Professional Services will be delivered remotely; and
4. The fixed fee was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Contract, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Professional Services, this fixed fee shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.

Signatures

City of Irvine

Signed by:

By: [signature]

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Name: Carl Petersen

Title: City Clerk

Date: 5/1/2025

Hyland Software, Inc.

DocuSigned by:

By: [signature] *Phillip Curnes*

98E3511D626A44C...

Name: Phillip Curnes

Title: Vice President, Global Services
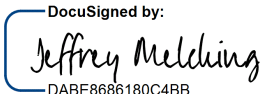
Date: 5/1/2025

Attest

DocuSigned by:

By: [signature] *Rene Salazar*

8D641E90624E47C...

Name: Rene Salazar

Title: Assistant City Clerk

Date: 5/1/2025

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

DocuSigned by:

By: [signature] *Jeffrey Melching*

DABE8686180C4BB...

Name: Jeffrey Melching

Title: City Attorney

Date: 5/1/2025

Purchase Order #: _____
(Invoices issued hereunder may not reflect a PO number if this field is not completed)

Appendix 1 – Resource Descriptions

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions.
Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Business Consultant	Provides expertise on Workflow and Case Management solutions.
Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Change Management Practitioner	Responsible for collaborating with the customer to develop and implement change management strategies and plans to maximize employee adoption and usage of implemented changes.
Responsible for the development of communication plans, identification and coaching of executive sponsor(s) and ongoing efforts to anticipate and minimize resistant behaviors from employees and stakeholders who are impacted by the changes.	
Conversion Consultant	Provides expertise on the conversion process.
Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.	
Database Engineer	Provides expertise related to the Software database.
Makes recommendations on best practices, maintenance plans and disaster recovery considerations.	
Enterprise Solutions Consultant	Provides long-term business and strategy planning, analysis, discovery and coaching to support business transformation with Customer's Software solution.
Develops strategies analysis, coaching and recommendations based on Customer needs resulting from information assessments and change management efforts.	
Infrastructure Analyst / Solution Architect	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.	
Implementation Engineer	Provides hands-on development related to the implementation of the Software.
Responsible for leading in all phases of the design, test, and implementation process. This position is a hands-on development role responsible for helping to manage project scope, identify and troubleshoot problems, assess modifications needed, and determine the success of implementations after the project is complete.	
Integration Engineer	Provides expertise on integrations and API development.
Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement.
Guides discovery sessions and takes technical ownership of solution requirements and design.	

Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.	
Project Manager	Provides project coordination expertise and is the initial point of escalation for the project.
Provides supervisory project services to facilitate scheduling of the Hyland project team, coordinates periodic status meetings, and communicates the project budget.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

Appendix 2 – Deliverable Descriptions

The following table provides an overview of the Hyland project deliverables. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays.

Deliverable	Description
Project Plan	Defines the projected schedule of project events from initiation through closure.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments and dates required to complete the project.	
Architecture Diagram	Outlines recommended architecture and sizing specifications for servers (physical and virtual), storage considerations and integration points with external Customer applications.
Documents recommendations for production, test, staging/User Testing (UT), disaster recovery and development environments.	
Documents recommendations based on Customer throughput and access requirements.	
Upgrade Delivery Plan	Defines the projected schedule of the upgrade including all events from beginning to end of the upgrade.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments, and dates required to complete the upgrade.	

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