



2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Michael Baechler
Contact Phone:
Contact Email: mbaechler@accela.com
Quote ID: Q-26936
Valid Through: 6/30/2022
Currency: USD

Order Form

Address Information

Bill To:

City of Missoula
435 Ryman Street
Missoula, Montana 59802
United States

Ship To:

City of Missoula
435 Ryman Street
Missoula, Montana 59802
United States

Billing Name: Alisa Mathews
Billing Phone: (406) 552-6780
Billing Email: amathews@ci.missoula.mt.us

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
OpenCities Department Website (3rd Party Service)	Year 1	6/1/2022	5/31/2023	12	\$7,300.00	1	\$7,300.00
OpenCities OpenForms (3rd Party Service)	Year 1	6/1/2022	5/31/2023	12	\$92.00	100	\$9,200.00
- Interface OpenCities - Accela Connector	Year 1	6/1/2022	5/31/2023	12	\$2,500.00	1	\$2,500.00
TOTAL:							\$19,000.00

Pricing Summary

Period	Net Total
Year 1	\$ 19,000.00
Total	\$ 19,000.00

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.

3. Notwithstanding anything to the contrary, use of OpenCities products is subject to the applicable terms and conditions provided at <https://www.opencities.com/files/content/common/general-pages/terms-conditions-north-america/opencities-terms-of-service-north-america.pdf>

4. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

5. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

6. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

7. **In regard to Accela only:**

- This Order Form is effective upon the date of its execution by both parties and will terminate on the 31st day of May 2023.
- Consultant agrees that all services and work performed under this Order Form will be accomplished in a professional manner, in accordance with the accepted standards of Contractor's profession.
- Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations.
- Consultant agrees and shall comply with the following Non-Discrimination and Affirmative Action policies:

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation, or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, sexual orientation, gender identity or expression, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate

equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an “affected” class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: