



**AGREEMENT #MA-017-12011201**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**CIVICA SOFTWARE**

**FOR**

**EGOVERNMENT SERVICES**

**Agreement Term Dates: \_\_\_\_\_ to \_\_\_\_\_**

**(Agreement Term is Renewable for One (1) Additional One-Year Term)**

**CEO/IT File Folder #625585**

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**EXHIBIT I**

**AGREEMENT # MA-017-12011201**

**FOR**

**E GOVERNMENT SERVICES**

This **Agreement #MA-017-12011201** (herein after referred to as “Agreement”), dated as of **April 5, 2012** (the “Effective Date”) is a contract by and between the **County of Orange, County Executive Office/Information Technology** (hereinafter referred to as “County”) and Pixelpushers, Inc. dba: **Civica Software** (herein after referred to as “Contractor”), a California Subchapter-S Corporation, having a principal place of business at 20101 SW Birch St. Suite 250, Newport Beach, CA 92660, under which Contractor shall provide the County with certain eGovernment Services on the terms and conditions set forth below.

WHEREAS, Contractor responded to the County issued Request for Proposal (RFP) #017-625585-JM to provide a eGovernment Services, as further set forth herein; and

WHEREAS, Contractor responded and represented that its services shall meet or exceed the requirements and specifications of RFP #017-625585-JM; and

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

**I. BACKGROUND AND PURPOSE**

**A. The County’s Objectives**

The County recognizes the criticality of IT and specifically, internet-based technology (“eGovernment”), as a means to deliver citizen-centric services to its constituents. With this in mind, the County seeks to improve its ability to deliver information and services to the public online through turnkey eGovernment Web Site and mobile application solutions.

**B. County eGovernment Initiative**

The County’s Information Technology mission statement is to “Provide quality, innovative, fiscally responsible and secure Information Technology solutions that support the business needs of the County of Orange as a whole now and into the future.”

Consistent with this mission, the County has an established eGovernment initiative that seeks to deliver the following Countywide Information Technology Goals:

- Provide the public with one-stop access to County information and services via an anytime, anywhere on-line service delivery model.
- Increase public use of County on-line information and service offerings by providing multiple on-line channels and formats including Web, mobile applications, mobile devices, e-mail, media, and social media networks.

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The County desires to engage a managed service provider to provide all-inclusive eGovernment solutions to assist the County meet its eGovernment goals.

### C. Approval by the County

On the date that Contractor executes this Agreement (the “Signing Date”), and for and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, this Agreement shall constitute the firm offer by Contractor to provide the Services to the County for the Fees, in accordance herewith. This Agreement shall not be binding or of any legal force or effect on the County until the Effective Date, Contractor shall continue planning and working with the County to ensure the timely completion of tasks necessary and sufficient to prepare for and achieve a smooth and seamless transition of the eGovernment services in accordance with the Transition Plan set forth in Schedule C herein.

## II. AGREEMENT STRUCTURE

### A. Agreement

This Agreement provides a framework for, and the terms that are applicable to, the Services that Contractor will provide to County and its Affiliates (as appropriate). Except as expressly set forth in an amendment to this Agreement, the constituent documents comprising the Agreement shall have the following priority:

- (a) To the extent the conflicting terms can reasonably be interpreted so that such terms are consistent, or do not conflict with each other, such interpretation shall prevail;
- (b) The provisions of this Agreement shall have priority over and prevail in the event of any conflict between the provisions hereof and those set forth in any Schedule or Exhibit;
- (c) The provisions of a Schedule shall have priority over and prevail in the event of any conflict between the provisions of such Schedule and those set forth in any Exhibit; and
- (d) All In-Scope Work Orders and Out-of-Scope Work Orders shall be incorporated into this Agreement as amendments to Schedule A (Scope of Work), and shall be subject to the order of priority set forth in this Section.

In the event that the Parties elect to add an exhibit, appendix or other document to a Schedule, such exhibit, appendix or document shall be made subservient to such Schedule, and shall be further subject to the order of priority set forth in this Section with respect to the other constituent documents comprising the Agreement.

### B. County Departments utilizing this Agreement

1. This Agreement may be used by all County Departments. This Agreement is identified as a competitively bid and negotiated contract for eGovernment Services.
2. **County of Orange Department Subordinate Contracts:** County Departments may utilize this Agreement by creating and issuing their own Department Subordinate Contract (herein referred to as Subordinate Contract), incorporating the pricing, and terms and conditions of

## Attachment B

this Agreement into their Subordinate Contract. Each such Subordinate Contract will be separate and apart from this Agreement. All Subordinate Contracts must be coterminous with this Agreement.

It will be the responsibility of each individual County Department's contact person to directly contact the Contractor for their individual orders, invoicing, problem areas, or any other requirements specific to their Department Subordinate Contract. The Contractor shall be responsible for providing each County Department a copy of the Agreement upon request.

### **1. SERVICES**

#### **1.1 AGREEMENT TO PERFORM SERVICES**

##### **1.1.1 Definition of Services**

As used herein, "Services" means all of the following:

- (a)** Tasks, services, and functions described in this Section, Schedule A, Scope of Work, and elsewhere in this Agreement or in any of the other associated Schedules, Schedules, appendices, Work Orders and exhibits to this Agreement;
- (b)** All tasks and services that are incidental, ancillary, customary, inherent or necessary, to and for the performance and receipt of any of the Services and the ongoing operation, integration, modification, configuration, support, and maintenance of the eGovernment Systems (or the use thereof), or any of the other services described in this Agreement and the associated Schedules, exclusive, however, of services or functions for which the County expressly retains responsibility hereunder.

All Services described and set forth in the Scope of Work, each of which shall be incorporated into this Agreement under Schedule A. The Scope of Work to this Agreement includes the following:

Although the Parties have used their best efforts to fully delineate the specific Services to be provided by Contractor in the Scope of Work, the Parties acknowledge that some items may not have been specifically identified herein. The specific enumeration in any particular Section of this Agreement of certain of Contractor's duties or obligations is not an implied limitation on, or alteration of, other duties or obligations imposed on Contractor elsewhere in this Agreement. In the event of any dispute between the Parties as to whether a particular service or function falls within the scope of the services to be provided by the County itself, or within the scope of those to be provided by Contractor, such particular service or function shall be considered to be a part of the Services hereunder if, considering all of the provisions of this Agreement the service or function is consistent with the Scope of Work hereunder and is reasonably inferable to be within the scope of the Scope of Work hereunder.

##### **1.1.2 Performance of Services**

Contractor shall perform all of the Services, and provide the deliverables, to and for the benefit of the County and Affiliates (if applicable), in accordance with the terms of this Agreement, including the provisions of this Section, and all Schedules hereto, and with all performance standards, Critical Milestones, timetables, and deadlines set forth therein. If not otherwise provided in this Agreement, with respect to any tasks, functions, and services that are within the Scope of Work but with regard to which there is no set or fixed timetable

or schedule for performance and which are therefore to be provided upon the CIO's request, Contractor shall promptly perform such Services, or provide the appropriate Deliverables, in accordance with a Work Order from the CIO. Subject to any mutually agreed upon Service Level Requirements or express performance standards set forth herein, Contractor shall use industry best practices and methods to avoid, prevent, and mitigate any material adverse effect on the eGovernment Systems or the continuity and quality of the Services being provided to the County.

## **1.2 CUTOVER**

### **1.2.1 Preparation**

Prior to the Effective Date, Contractor shall employ and assign sufficient Contractor Personnel as are necessary in order for Contractor to provide all Services on and after the Effective Date.

### **1.2.2 Transition**

"Transition" is the collection of tasks, activities and processes that shall be performed by Contractor to transfer in a seamless and orderly way, and with minimal disruption or interruption to County, the manner in which the County is then receiving the tasks, activities and processes that comprise the Services, to the manner in which the Services will be performed by Contractor under this Agreement. Transition is required prior to the full implementation and launch of the Services, and represent material obligations of Contractor.

### **1.2.3 Transition Plan**

The Transition Plan, attached as Schedule C ("Transition Plan"), sets forth the set of tasks, activities, and projects to be completed by Contractor, for the benefit of the County. In accordance with the Transition Plan, Contractor shall accomplish all aspects of the Transition in a transparent, seamless and orderly manner.

The Parties acknowledge and agree that the requirements of the Transition Plan may change based upon the requirements of the County, changes in circumstances and through additional Contractor and County diligence following the Effective date. Contractor and the CIO agree to work in good faith to amend Schedule C to meet such new or changed requirements.

### **1.2.4 Progress Reports**

Contractor shall provide to County a weekly written report as to the progress of completion of the activities contained in the Transition Plan until each of Contractor's responsibilities thereunder have been completed. Such reports shall be in a format and include such detail as County may reasonably request.

### **1.2.5 Issue Management and Action Plan**

Contractor shall be responsible for identifying, analyzing, managing and recording issues and risks throughout the Transition period and will provide County with an action plan for resolution.

### **1.2.6 Financial Responsibility**

Contractor shall assume financial responsibility for the provision of the Services as of the Effective Date whether or not the transition of the Services has been completed as of such date. If Contractor is unable to provide the Services as of the Effective date, "assume financial responsibility" means that:

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(a) Time is of the essence with respect to the performance of the Services, meeting all Milestones and Deliverables. Notwithstanding any other remedy available to the County in this Agreement, should the Contractor fail to meet the Agreement “Site Ready for Go Live” Milestone including any authorized extensions of time, it is mutually understood and agreed, by and between the County and the Contractor, that the use by the County and the public of the Services will be correspondingly delayed and that by reason thereof the County and the public will necessarily suffer great damages; that such damages from the nature of the Services, will be extremely difficult and impractical to fix; that the County and the Contractor fix the amount of said damages in advance. The amount of damages shall correspond to that specific to the Agreement’s Web Site Design Services (one-time fee) and Web Site Transition Services (one-time fee) (a total of \$374,500.00). The damages shall be One Percent (1%) of \$374,500.00 per week, for each week’s delay (and up to a maximum of 10% Percent) total penalty in the failure to meet the Agreement “Site Ready for Go Live” Milestone including any authorized extensions of time, as liquidated damages, and not as a penalty or forfeiture for the breach of this Agreement. Contractor shall reimburse County (or at County’s direction, the County Affiliate that incurred such damages) or, in County’s sole discretion, County (or its Affiliate) may set off any such damages against the Fees, if any, due under the Agreement;

(b) In addition to the damages provided forth in subsection (a) above, Contractor shall be liable to County for County’s exercise of Step-In Rights under Section 11.2. For clarity, any failure to meet any of the applicable Milestone or Deliverable date(s) shall constitute a material breach, which shall entitle County to exercise the Step-In Rights under Section 11.2 herein.

(c) The SLRs shall not apply until the Contractor begins providing the Services provided, however, that Critical Milestones applicable to Transition tasks shall apply during the Transition period; and

(d) The SLRs shall apply upon Contractor successfully meeting the “Site Ready for Go Live” Milestone; and

(e) The Contractor shall not be required to assume financial responsibility as described in this Section to the extent Contractor’s performance is excused by County.

### 1.3 STOP ORDER

In the event that the CIO determines, at any time during the Term of the Agreement that the quality or continuity of any portion of the Services have been materially and adversely affected in any way, or that any such material and adverse effect seems reasonably likely to occur, then upon notice the CIO may direct Contractor to stop and proceed no further until such time as Contractor shall have: (i) analyzed the cause of such condition; (ii) developed a reasonable plan for resuming such Services in such a manner as to eliminate or avoid such condition. Contractor shall not re-commence the performance of any Services until CIO has issued an approval in writing. The issuance of a stop order shall not constitute, nor shall be construed as, a breach of this Agreement by County.

### 1.4 MANUALS

As further specified herein and in Schedule A, Contractor shall develop to the satisfaction of the County, certain manuals (including, without limitation the Style Guide, Instructional Videos and User Guide) applicable to the County’s eGovernment environment that is applicable to the performance of the Services. Contractor shall revise the manuals as appropriate to reflect any changes to the County’s eGovernment environment, or related requirements, and submit such revised Manual to County for review, comment, and approval.

**1.5 DISASTER RECOVERY PLAN**

Contractor shall strictly adhere and conform to the Disaster Recovery Plan. No less than thirty (30) days prior to the County “Site Ready for Go Live” Milestone, Contractor shall develop and successfully test, to the satisfaction of the CIO, the initial version of the Disaster Recovery Plan. The Disaster Recovery Plan shall address and protect the County’s eGovernment environment, meeting the minimum requirements specified in Schedule A Scope of Work and, upon approval by the CIO, shall be deemed incorporated into this Agreement. The CIO may (at any time and from time to time, during the Term) identify and notify Contractor in writing of other items that the CIO reasonably deems appropriate for inclusion in the Disaster Recovery Plan. Contractor shall promptly review and discuss with the CIO all such additional items and, unless the CIO agrees otherwise in writing, promptly revise the Disaster Recovery Plan to properly address such additional items. In addition, prior to each anniversary of the Effective Date, Contractor shall revise the Disaster Recovery Plan as appropriate to reflect any changes to the County’s eGovernment environment, or related requirements, and submit such revised Disaster Recovery Plan to CIO for review, comment, and approval. Contractor shall also periodically (not less than once per Agreement Year) test the procedures set forth in the Disaster Recovery Plan to ensure that Contractor is capable of promptly and successfully executing them. Contractor shall promptly provide the CIO with a written report summarizing the results of each such test and promptly take appropriate action to cure all deficiencies, and resolve all problems, that are discovered as a result of each such test, performing re-testing as necessary to ensure that such cures and resolutions are effective. Any material breach or material violation by Contractor of its obligations regarding execution of the Disaster Recovery Plan during a disaster shall be deemed an incurable and material breach of this Agreement by Contractor.

**1.6 SECURITY MANAGEMENT SERVICES**

Contractor shall provide appropriate and comprehensive security Services, that meet the County’s security requirements identified in Schedule A, using industry best practices and methods, and commercially available technology, to at all times ensure the security and integrity of the eGovernment Systems and County Confidential Information, and to protect against unauthorized access to, use of, or intrusion into, the Systems and unauthorized disclosure of the County Confidential Information. Without limiting anything set forth in the Scope of Work, such Services shall include operating eGovernment Systems under a best practices-based security plan that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances relating to security, privacy, or confidentiality, ensuring compliance with County and County Security Policies and Principles and procedures provided or made available to Contractor, performing all necessary and appropriate security-related audits and reports, and promptly providing County with a full and complete copy of each such report.

**1.7 SERVICE LEVELS**

**1.7.1 Service Level Commitment**

Except as otherwise specified in this Agreement, Contractor shall perform each of the Services at levels that are equal to or better than the highest or best of (a) the Service Levels applicable to such Services, or (b) the accepted industry norms applicable to the performance of such Services by top-tier service providers, if such industry norms are documented and verifiable; provided that to the extent the Parties have established a Service Level for a specific Service, the qualitative levels of effort described herein regarding Contractor’s obligations in, such as those in subpart (b) above, shall not be construed so as to modify, expand or supersede the specific Service Level. Contractor shall be responsible for meeting or exceeding the applicable Service Levels even where doing so is dependent on the provision of Services by Subcontractors or other non-Contractor Personnel. The Service Level methodology applicable to the Service Levels is set forth in the Scope of Work.

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Any resources utilized by Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related Service Levels. Contractor shall measure and compare the actual or observed performance resulting from Contractor's performance of the Services with the Service Levels during each month. Contractor shall prepare and deliver or make available to the CIO, by the tenth (10th) business day of the following month, a Service Level report in a format to be agreed to by the CIO and Contractor.

### **1.7.2 Monitoring and Measuring Tools and Processes**

Contractor shall implement measurement and monitoring tools and produce the metrics and reports necessary to measure its performance against any of the Service Levels and shall deliver to County such reports in accordance with the frequency set forth in Schedule A. Upon request in connection with an audit, and at no additional charge to the County, Contractor shall provide the County or its designees with information and access to tools and procedures used to produce such metrics.

### **1.7.3 Changes to Service Levels**

The Parties shall review and discuss possible adjustments to the Service Levels from time to time, but not less frequently than at the end of each Agreement Year. Within thirty (30) days after the end of each Agreement Year, the County may propose reasonable and appropriate adjustments or changes to the Service Levels to Contractor in writing, in accordance with the Scope of Work. Contractor shall review each such proposal, and notify County in writing of any reasonable objections within ten (10) days. The Parties shall then use all commercially reasonable efforts to negotiate in good faith to resolve any differences regarding such proposed changes and implement a version of such proposed changes that is acceptable to each Party. Changes in Service Levels may require the approval of the County's Board of Supervisors. Throughout the Term, Contractor shall also continuously evaluate Service Levels and Service Level performance, providing County with written suggestions for proposed changes at least once every six (6) months. Contractor shall also make any new and better ways to improve, or to measure and monitor, its performance that it discovers promptly available to the County.

### **1.7.4 Fee Reductions**

#### **1.7.4.1 General**

Schedule B specifies certain Fee Reductions that will be applicable with respect to Contractor's actual performance as measured against the Service Levels. The Parties agree that the Fee Reductions reflect the diminished value of the Services as a result of any Contractor failure to provide the Services in accordance with the SLRs, and accordingly do not constitute nor shall be construed or interpreted as penalties. Fee Reductions shall in no event be the sole and exclusive remedy of County with respect to any failure of Contractor as described in this Section.

#### **1.7.4.2 Annual Review**

During the annual Service Level review conducted by the Parties, the CIO shall have the right to: (i) change the Weighting Factors assigned to any Service Level and/or Milestones; (ii) make adjustments to the Service Levels; and (iii) for any new Service Levels and Milestones that will be applicable during the upcoming Agreement Year. Notwithstanding the foregoing, new SLRs may be added for new Services at any time by mutual agreement of the Parties.

#### **1.7.4.3 Calculation of Fee Reductions**



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All Fee Reductions will be calculated on a monthly basis in accordance with the terms set forth in Schedule B and reflected on the applicable monthly invoice to County.

### **1.8 ROOT CAUSE ANALYSIS, PREDICTIVE ANALYSIS AND RESOLUTION**

#### **1.8.1 Process**

Upon Contractor's discovery of, or, if earlier, Contractor's receipt of a notice from the County in respect of,

(a) Contractor's failure to meet a SLR, or

(b) Contractor's failure to provide the Services, or to operate, support, and maintain the eGovernment Systems, in accordance with the SLRs and this Agreement,

Contractor shall within twenty-four (24) hours from the date of such failure immediately, commence performing a Root Cause Analysis to identify the cause of such failure and (a) in the case of a failure described in clause (i) above, complete all work and activities associated with such or SLR, (b) in the case of a failure described in clause (ii) above, correct such failure (regardless of whether caused by Contractor), and (c) provide County with a written report describing in detail the cause of, and procedure for correcting, such failure(s) and providing the County with reasonable evidence that such failure(s) will not recur. The process described in the preceding sentence shall be completed no later than fifteen (15) days from the date of the applicable failure. The correction of any such failure shall be performed entirely at Contractor's expense unless it has been determined, by mutual agreement of the Contractor and CIO or through the dispute resolution procedures set forth herein, that Contractor was not a material, contributing cause of such failure or that a breach or default by the County (or any agent, subcontractor, or other third party under the direction and control of the County), with regard to any of its duties and obligations under this Agreement, was the direct and predominant contributing cause of such failure, and that Contractor could not have reasonably avoided, worked around, or promptly mitigated the effects of, such failure without expending a material amount of additional time or resources.

#### **1.8.2 Pending Disputes**

Unless otherwise directed by the County, and notwithstanding the pendency of any Disagreement or Root Cause Analysis as to the cause of a defect, malfunction, or difficulty, Contractor shall take prompt and reasonable steps to correct such defect, malfunction, or difficulty at its sole cost.

#### **1.8.3 Compatibility of Resources**

Contractor shall ensure that the eGovernment Systems, all Services, and all Software, assets, hardware, equipment, and other resources and materials (collectively, the "Contractor Resources") that are provided by Contractor to the County, otherwise utilized by Contractor, or approved by Contractor for utilization by the County, in connection with the use or operation of the eGovernment Systems, or with the providing or receiving of the Services, shall be successfully and fully integrated and interfaced, and shall be compatible, with, all applicable County Software and all other applicable Software, services, systems, items, and other resources (collectively, the "County Resources") that are owned by or leased or licensed to the County, or that are provided to the County by third party service providers. To the extent that any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully, and be compatible, with the County Resources, Contractor shall be responsible for the development or modification of such interfaces and for such integration, and all such activities shall be deemed to be Services within the scope of this Agreement.

**1.9 ANTI-MALWARE PROTECTIONS**

The Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems. The servers and network equipment shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.

Contractor shall use industry best practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Contractor in connection with the provision or receipt of the Services and shall not itself knowingly or intentionally install (and shall prevent its Subcontractors from knowingly and intentionally installing) any Disabling Device in resources utilized by Contractor, the County, or any Subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is a virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would purposely and inappropriately erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, and any device that may be used as a host to access County information or launch attacks on County eGovernment Systems.

Contractor shall assist the County in reducing and mitigating the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if such Disabling Device is causing a loss of operating efficiency or data. Timers, clocks, counters, and time locks included as part of any commercial Software, used by the County, by the manufacturer of that Software shall not be considered Disabling Devices for purposes of this Section.

**1.10 STANDARDS**

Contractor shall utilize procedures, processes and certifications with respect to its provision of the Services and shall continually ensure that all of its procedures and processes comply with the requirements of such certifications or successor certifications. In addition, Contractor shall ensure that it, its employees, agents, and Subcontractors take no action that results in the County losing any quality certification in existence as of the Effective Date, or which the County obtains or seeks to obtain after such date.

**1.11 NON-EXCLUSIVITY**

Nothing herein shall prevent the County from providing for itself or obtaining from any third party, at any time during the Term or thereafter, the Services, or any other products or services. Nor shall anything in this Agreement be construed or interpreted as limiting the County's right or ability during the Term to increase or decrease its demand for Services hereunder. In the event that the County elects to provide for itself (or engage third parties to provide for it) any eGovernment services not provided under this Agreement, Contractor shall provide to the County, or its chosen service provider, reasonable cooperation, assistance, and access, as necessary to facilitate the integration and interfacing of such other eGovernment with Services.

**1.12 LOCATION OF PERFORMANCE**

Except where Contractor obtains the CIO's prior written approval, Contractor shall perform all of the Services only from or at locations within the geographic boundaries of the United States. Any County approval for the performance of Services outside of the geographic boundaries of the United States shall be limited to the specific instance and scope of such written approval, including the types of Services and locations involved.

**2. RELATIONSHIP MANAGEMENT**

**2.1 STATUS REPORTS**

Periodically during the Term of this Agreement, but not less frequently than once each month, Contractor shall deliver to the County's Relationship Manager a written report summarizing the progress of the Services and the operation of the eGovernment Systems during the preceding month, including problems that have occurred and could delay Contractor's performance of anticipated activities and expected problems during the upcoming month (each such report, a "Status Report"). At a minimum, each Status Report shall include: (a) the current status and progress of the performance of the Services and an assessment of how such status and progress compares to the Milestones, the Transition Plan, and any other schedules or deadlines set forth in this Agreement; (b) any actual delays; (c) any reasonably anticipated delays; (d) any failures, or correction of any failures; and (e) such other information as the County may reasonably request from time to time. Notwithstanding the foregoing, Contractor shall immediately notify (but in no event more than five (5) business days after Contractor first knew of such obstruction or delay) the County's Relationship Manager, in writing, in the event that Contractor is materially obstructed or delayed in its performance of the Services.

**2.2 STATUS MEETINGS**

During the Term, representatives of the Parties shall meet periodically as requested by the County to discuss matters arising under this Agreement. Each Party shall bear its own costs in connection with the attendance and participation of such Party's representatives in such meetings. The place and time, and whether to meet via teleconference or in person, shall be as determined as mutually agreed upon by the Parties.

**2.3 WORK ORDERS**

**2.3.1 General**

If the County requires the performance of Services that are within the Services described in this Agreement and the Scope of Work, but that are not then being performed by Contractor, the County's Relationship Manager shall deliver to the Contractor's Relationship Manager a written In-Scope Work Order that describes the Services that the County desires to be performed, with sufficient detail to enable Contractor to readily understand and comprehend such request. Upon receipt of such an In-Scope Work Order, Contractor shall promptly take all necessary and appropriate action to perform the requested Services in accordance with such In-Scope Work Order (or, if no timetable for performance is specified therein, as soon as commercially reasonable), keeping the County reasonably apprised of the status of such performance and notifying the County of when such In-Scope Work Order has been fulfilled or if any problems are encountered. If Contractor receives an In-Scope Work Order with regard to which there is some question or problem that prevents Contractor from complying with the procedure described above in this Section, then Contractor shall promptly contact, and discuss the matter appropriately with, the County's Relationship Manager. The Parties understand and agree that all work requested in an In-Scope Work Order shall be within the scope of the Services and the Fees set forth in Schedules A and B hereto. The Parties shall also maintain a mutually agreed-upon change management procedure.

**2.4 OUT-OF-SCOPE WORK ORDER**

If, following the execution of this Agreement, the County requires the performance of services that are not expressly within the Scope of Work described in this Agreement or for which the Services are described but the Fees payable to Contractor for the performance of such Services are not described, the Parties may undertake the process outlined in this Section to incorporate such services in order to expand, adjust or update the Scope of Work and/or Fees under this Agreement. Upon County's election, the County's Relationship

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Manager shall deliver to the Contractor's Relationship Manager an Out-of-Scope Work Order for a proposal to implement such adjustments or updates to the Scope of Work, specifying the proposed change(s) with sufficient detail to enable Contractor to make an initial evaluation. Within five (5) business days (or, if the requested change cannot reasonably be evaluated within such time period, then such longer period of time as mutually agreed by the Parties) after the date of such request, Contractor shall provide the County with a written evaluation of such Out-of-Scope Work Order and a written proposal containing, at a minimum, the following: (a) detailed specifications, implementation plans (with implementation to commence not later than thirty (30) days after the County's approval (if any) of such Out-of-Scope Work Order, unless otherwise mutually agreed by the Parties), work schedules, timeframes for performance, and acceptance criteria; and (b) a firm price quote of the fees that Contractor would charge to implement such Out-of-Scope Work Order, whether on a flat fee basis, a time-and-materials basis or, at the hourly rates set forth in Schedule B for the applicable job classifications of the Contractor Personnel that would be performing the Services necessary for such implementation (the "Hourly Rates"). The proposal shall constitute Contractor's firm offer, irrevocable for ninety (90) business days (or such longer period as required by such proposal, the "Response Period"), to perform such services as described in such proposal upon the terms and conditions set forth therein. Prior to the expiration of the Response Period, the County's Relationship Manager, shall notify Contractor in writing if the County elects to accept Contractor's proposal and proceed with implementation of the Out-of-Scope Work Order upon the terms and conditions set forth therein (any such notice, a "Notice to Proceed"). If, within the Response Period, the County gives notice to Contractor not to proceed, or fails to give any notice to Contractor, then Contractor's proposal shall be deemed rejected and the Out-of-Scope Work Order shall be deemed withdrawn, and Contractor shall take no further action with respect to either. Upon the County's issuance of a Notice to Proceed during the Response Period, as described above, Contractor's proposal shall be deemed accepted by the County and the terms and conditions thereof (as modified by written mutual agreement of the Parties in negotiations prior to issuance of such Notice to Proceed) shall be deemed to constitute such Out-of-Scope Work Order. Notwithstanding the foregoing, no Out-of-Scope Work Order, proposal, or Notice to Proceed shall become binding upon either the County or Contractor, and the County shall not be obligated to pay Contractor for any Services described in, or performed pursuant to, any such documents, unless and until the applicable Out-of-Scope Work Order related to a Notice to Proceed issued in accordance with the provisions of this Section is signed by a duly authorized representative of each Party. All Out-of-Scope Work Orders shall be governed by the terms and conditions of this Agreement except as expressly specified otherwise by the terms of such Out-of-Scope Work Order. Out-of-Scope Work Order must be executed by authorized representatives of the Parties to be valid.

The CIO shall have the authority to reject any and all Out-of-Scope Work Order proposals. County acceptance of an Out-of-Scope Work Orders may require approval of County's Board of Supervisors.

### **2.5 MILESTONES**

#### **2.5.1 General**

The Parties recognize and agree that time is of the essence with regard to the accomplishment of those tasks and activities designated as Milestones. Therefore, if Contractor fails, or if the County reasonably determines that Contractor is likely to fail, to meet a Milestone by the date corresponding to such Milestone, as specified in Schedules A, B C and D, then, in addition to any other rights and remedies that may be available to the County in accordance with this Agreement, Contractor shall, at the County's option (which may be exercised by the CIO) and at no additional cost to the County, provide such additional personnel as may be required or necessary to accomplish all activities, tasks, and Services that were associated with such Milestone either: (a) as soon as commercially practicable through Contractor's exercise of commercially reasonable efforts, if Contractor has already failed to meet such Milestone; or (b) by the date corresponding thereto, as specified in Schedule D, if such date has not yet passed. The County shall provide Contractor with notice of the occurrence of a failure to meet the Milestone within thirty (30) days after the County becomes aware of such failure.

**2.5.2 Withholding of Fees**

In addition to the remedies described herein, in the event that Contractor fails to meet a Milestone, the County shall be entitled to withhold any Fees corresponding to such Milestone(s), until such time as Contractor, through the diligent exercise of all commercially reasonable effects, has successfully achieved such Milestone (except with regard to the date originally associated with such Milestone).

**2.6 EXTRAORDINARY EVENTS OR CIRCUMSTANCES**

The County may, at any time, and from time to time during the Term, and as a result of an extraordinary event or circumstance, provide Contractor with written notice reasonably describing such event or circumstance and directing Contractor to temporarily perform Services in an extraordinary or unusual manner (e.g., perform services at levels above or below the Service Levels set forth in Schedule A) for a specified period of limited duration. The County may also, in such an event or circumstance, in its discretion, perform itself or obtain a third party to perform certain Services for the duration of such extraordinary event or circumstance, promptly informing Contractor thereof in writing. To the extent that any such action by the County causes or results in an increase or decrease in the costs or expenses reasonably and directly incurred by Contractor in the performance of the affected Services, Contractor shall promptly provide the County with written documentation, in a form and in such detail reasonably acceptable to the County, substantiating such increase or decrease in the Fees, requesting the County's attention to the matter, and the County shall either (i) pay Contractor an amount equal to the undisputed portion of any such increase, or (ii) promptly receive from Contractor a credit equal to the amount of any such decrease. Any such request by Contractor for such an adjustment of Fees must be asserted in writing within thirty (30) days after the date of Contractor's receipt of the County's notice regarding such extraordinary circumstance or event, or, if such event or circumstance should continue unabated for more than thirty (30) days, within such additional period of time as the Parties may agree upon in writing. Pending the determination and resolution of any such adjustment, Contractor shall diligently proceed with performance of the requested, extraordinary Services. All adjustments made pursuant to this Section shall be subject to the record-keeping requirements and audit rights set forth in this Agreement.

**2.7 NOTICE OF ADVERSE IMPACT**

Contractor shall promptly inform the County in writing of any failures by Contractor to comply with its obligations under this Agreement, or any other situation, that Contractor is aware of that have resulted, or is aware of that could reasonably result, in an adverse impact on the Services or the County's eGovernment operations. The County may assume that no such circumstances exist unless Contractor so notifies the County.

**3. ACCEPTANCE TESTING**

All Deliverables shall be provided to the County by Contractor in conformity with all requirements, specifications, Acceptance Criteria, and time schedules set forth or referenced in this Agreement. Contractor shall at all times utilize complete and thorough Acceptance Testing Procedures, and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the CIO, and no such activities shall be deemed completed until all Acceptance Criteria, whether set forth in this Agreement or set forth in any Schedule hereto or otherwise mutually agreed upon by the Parties in writing, have been successfully met.

**3.1 USER ACCEPTANCE TESTING**

Following Contractor's notification to County that Contractor has completed any component or deliverable identified in this Agreement, including In-Scope and Out-of-Scope Work Orders, at a mutually agreed scheduled time thereafter, County shall begin testing the component or deliverable to determine whether such

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component or deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). After County has completed such testing or upon expiration of the agreed-upon testing period (the "Acceptance Testing Period"), County shall notify Contractor in writing either that: (a) the component or deliverable meets the Acceptance Criteria and that acceptance of such component or deliverable has occurred ("Acceptance"); or (b) the Acceptance Criteria have not been met and the reasons therefor. If the component or deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or deliverable shall be subject to Final Acceptance as described below.

### **3.2 CURE**

If County determines that a component or deliverable does not conform to the applicable Acceptance Criteria, County promptly shall deliver to Contractor an exception report describing the nonconformity (the "Exception Report"). Within five (5) calendar days following receipt of the Exception Report, Contractor shall: (a) perform a Root Cause Analysis to identify the cause of the nonconformity; (b) provide County with a written report detailing the cause of, and procedure for correcting, such nonconformity; (c) provide County with satisfactory evidence that such nonconformity will not recur; and (d) immediately cure the nonconformity; provided, however, that if the nonconformity is incapable of cure within such ten (10) calendar day period then, within such ten (10) calendar day period, Contractor shall present to County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to County that Contractor has cured any such nonconformity, County shall re-test the defective component or deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (b) above shall be repeated.

### **3.3 FINAL USER ACCEPTANCE**

Upon achievement of Conditional Acceptance for all identified components or deliverables, County shall begin testing the system that is comprised of such components or deliverables using the applicable test procedures and standards to determine whether such system performs as an integrated whole in accordance with the Acceptance Criteria. After County has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), County shall notify Contractor in writing that: (a) the system, and all components and deliverables that are a part thereof, meet the Acceptance Criteria and that final acceptance of the system and such components and deliverables has occurred ("Final Acceptance"); or (b) that the Acceptance Criteria have not been met and the reasons therefor. If County determines that the Acceptance Criteria have not been so met, the process described in subsection (b) above shall be initiated, with all references to "component or deliverable" being references to the "system," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance, nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernable through conduct of the applicable test procedures and subsequently discovered in a component or deliverable or the system following County's Final Acceptance thereof. Nothing else, including County's use of the system, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.

**4. PERSONNEL**

**4.1 CONTRACTOR PERSONNEL**

**4.1.1 Contractor's Relationship Manager**

Contractor represents that the individual designated as Contractor's Relationship Manager is, and promises that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective eGovernment Systems, requirements, and needs. The County shall have the right to interview, as the County deems necessary, and participate (by providing input and recommendations) in the final selection of, Contractor's Relationship Manager. Without the prior written consent of the CIO which consent shall not be unreasonably withheld, Contractor shall not: (a) designate a replacement for Contractor's Relationship Manager; or (b) voluntarily replace or reassign the individual serving as Contractor's Relationship Manager during the first twelve (12) months after the date that such individual commences performing the duties of Contractor's Relationship Manager hereunder. Contractor's Relationship Manager shall at all times: (i) act as the primary liaison between Contractor and the County's Relationship Manager; (ii) have overall responsibility for directing all of Contractor's activities hereunder, directing the performance of all Services from inception through completion; (iii) be vested with the necessary authority to fulfill all of the responsibilities of Contractor's Relationship Manager described in this paragraph; (iv) coordinate the preparation of proposals and other responses to the County's requests hereunder, business plans, proposed statements of work, Specifications, Acceptance Criteria, Acceptance Testing Procedures, operating budgets, and financial terms and conditions related to any additional work to be performed by Contractor under this Agreement; and (v) coordinate and conduct periodic program review sessions with the County to discuss costs, schedules, and any relevant technical aspects of Contractor's performance under this Agreement.

**4.1.2 Additional Personnel Requirements**

Contractor shall, at all times, make available appropriate and sufficient numbers and types of Contractor Personnel, in addition to Contractor's Relationship Manager, to timely perform Contractor's obligations hereunder, in accordance with this Agreement and all Schedules hereto.

**4.1.3 Qualified Personnel**

In the event that Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor Personnel, Contractor shall promptly, as directed by the County, either: (a) take such action with respect to such Contractor Personnel, including promptly providing appropriate training, education, or orientation, as necessary for such Contractor Personnel to meet the applicable requirements set forth in this paragraph; or (b) in the event that the County has notified Contractor that such Contractor Personnel does not meet the applicable requirements, remove and replace such Contractor Personnel with an appropriately qualified individual, in accordance with this Agreement, and such position shall be filled by a qualified person no later than thirty (30) days following the date of removal or replacement.

**4.1.4 Employee Qualification and Verification**

Subject to and in accordance with applicable law, Contractor, prior to assigning an individual as Contractor Personnel and at Contractor's sole expense, shall have appropriately verified the qualifications of such individual, and including verifying employment history, conducting reference checks, verifying non-employer technical certifications or education completed or degrees awarded, performing drug testing, conducting fingerprinting and a security background check that includes investigation and identification of all state or federal misdemeanor or felony convictions of such individual, and criminal charges pending against such individual,

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during the immediately preceding seven (7) years, and performing such other types of verification as reasonably requested by the County. Within thirty (30) days of the Effective Date and every twelve (12) months on the anniversary of the Effective Date thereafter, Contractor will certify in writing to the County that each and every employee of Contractor and any Subcontractor working on County's account or having access to County Confidential Information meets all employee qualifications required in this Agreement and under law. Failure to provide such certification constitutes a material breach of this Agreement.

### **4.1.5 Employee Eligibility Verification**

Contractor represents and warrants that it is and will be in full compliance with all Federal and State statutes and regulations regarding the employment of aliens (as that term is defined in applicable Federal statutes or regulations) and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

### **4.1.6 Non-Discrimination**

In the performance of this Agreement, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage in nor permit any employees or Subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

### **4.1.7 EDD Independent Contractor Reporting Requirements**

California Senate Bill 542 requires businesses and government entities to report specified information regarding independent Contractors to the Employment Development Department (EDD). This information will be used by the EDD to assist in locating parents who are delinquent in their child support payments. An independent Contractor is defined as a sole proprietor who is not an employee of the business or government entity for which that individual is performing a service and who received compensation and/or executes an Agreement for services performed or that business or government entity either in or outside of California.

### **4.1.8 Specialized Personnel**

If it is necessary, in connection with the performance of the Services, that Contractor Personnel or Subcontractors be assigned responsibilities in a County Location (not including any Locations leased or subleased by Contractor from the County) that requires special health, security, or safety training, as deemed by County, then such training will be provided by the County to such individuals and Contractor shall make such individuals reasonably available for such training, with each Party being responsible for its own costs associated



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with such training (i.e., among other things, Contractor shall not charge the County any Fees for any amount of time spent by any of the Contractor Personnel or any Subcontractor attending or receiving such training).

### **4.1.9 Training**

Contractor shall provide, and cause its Subcontractors to provide throughout the Term of this Agreement, all such technical and interpersonal training to the Contractor Personnel, and to any employees of Contractor's Subcontractors that are assigned to provide Services hereunder, as may be necessary and appropriate for them to collectively perform, on behalf of Contractor, all of Contractor's duties under this Agreement. In any event, the levels and extent of training provided by Contractor to the Contractor Personnel shall be at least equal to the average levels of training given to other Contractor employees holding comparable positions, under similar circumstances, and performing work of a similar nature and level of complexity.

### **4.1.10 Replacement of Personnel**

Notwithstanding anything to the contrary contained elsewhere in this Agreement, if the County believes that the performance or conduct of any Contractor Personnel or Subcontractor is unsatisfactory for any reason, or is not in compliance with the provisions of this Agreement, the County may so notify Contractor, and shall provide an explanation of the unsatisfactory or noncompliant performance or conduct. At the County's request, Contractor shall promptly remove such person. In such event, Contractor shall promptly replace that person with another person acceptable to the County and meeting all of the applicable requirements described in this Section.

## **4.2 THE COUNTY'S RELATIONSHIP MANAGER**

The County represents that the individual designated as the County's Relationship Manager is, and shall ensure that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to the County, its respective businesses, business practices, functions, and related activities, and its respective eGovernment Systems, requirements, and needs. The County's Relationship Manager shall at all times: (a) act as the primary liaison between the County and the Contractor's Relationship Manager; and (b) have overall responsibility for directing and coordinating all of the County's activities hereunder; and (c) be vested with the necessary authority to fulfill all of the responsibilities of the County's Relationship Manager described in this paragraph.

## **4.3 CONFLICT OF INTEREST**

The County's policies expressly prohibit it and its employees from engaging in activities involving a conflict of interest. Contractor shall not at any time during the Term of this Agreement knowingly employ or otherwise engage any County employee for any purpose in any way related to Contractor's performance of its obligations hereunder. Contractor shall at all times exercise reasonable care and diligence to prevent any actions, circumstances, or conditions that could result in a conflict between Contractor (or any of its employees, agents, or Subcontractors) and the best interests of the County. Such efforts by Contractor shall include establishing reasonable precautions to prevent its employees, agents, and Subcontractors from making, receiving, providing, or offering to any employees of the County any gifts, entertainment, payments, loans, or other considerations that could appear to or be deemed to, or create the impression of an attempt to, influence individuals to act in a manner contrary to the best interests of the County.

**4.4 NON-SOLICITATION OF EMPLOYEES**

Except as otherwise expressly provided in this Agreement, during the Term and for the first twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit, entice, encourage, or otherwise recruit any employee of such other Party whose duties and responsibilities include performing services directly or indirectly connected with performance under this Agreement to leave such other Party's employ in order to accept employment or other engagement with the soliciting Party, its Affiliates, actual or prospective Contractors, or any other Person. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement shall not prohibit solicitations by either Party through general advertising or other publications of general circulation. In no way is this Section intended, nor shall it be deemed, to restrict or limit any individual's right to seek employment, but rather this Section is intended to, and shall, prevent each Party from actively recruiting the employees of the other Party (except as provided in this Agreement), thereby depriving such other Party of vital resources, in the securing, development, training, and deployment of whom it has expended considerable time and resources.

**5. AUTHORITY RETAINED BY COUNTY**

The County shall have and at all times retain the exclusive right and authority to: (a) define, determine, and control the County's eGovernment-related policies, strategies, objectives, and goals; (b) define, determine, and alter any or all of the County's business processes; and (c) assess Contractor's quality and performance. Contractor shall, at all times during the Term and during Disentanglement, perform and provide the Services in accordance with the strategies, processes, and policies described in the immediately preceding sentence, subject to the terms of this Agreement.

**6. FINANCIAL TERMS**

As full remuneration, and the sole and entire financial consideration, for Contractor's performance of all of the Services, provision of the Deliverables, operation, support, and maintenance of the systems, furnishing of the Contractor Personnel and required materials, addressing and resolving any Disagreements or difficulties that may arise or are encountered, and performance of all of the other tasks, activities, services, duties, and obligations of Contractor under this Agreement, and for assuming all related risks, the County shall pay to Contractor the Fees, in accordance with this Section 6.

**6.1 FEES**

**6.1.1 General**

County shall pay Contractor the Fees for the Services actually performed by Contractor in accordance with the terms and conditions of this Agreement and Schedule B attached hereto. Except as otherwise expressly provided in this Agreement, Contractor shall not be entitled under this Agreement to any additional or separate compensation or reimbursement, other than the Fees expressly set forth in the Schedule B, for the performance of Services, for any costs or expenses incurred in connection with performance hereunder, for any transition fees or exit fees, or for any other type or form of fees or reimbursement. Unless otherwise agreed in writing, changes in the Services and changes in the rights or obligations of the Parties under this Agreement (collectively, "Agreement Changes") shall result in changes in the applicable Fees only if and to the extent this Agreement, as it may be amended as provided herein, expressly provides in Schedule B for a change in the Fees in such circumstances or the pricing methodology expressly provides for a price change in such circumstances.

**6.2 MOST-FAVORED CUSTOMER/BEST PRICES**

Contractor's charges to the County for the Services, in the aggregate, shall be competitive with, or more favorable to the County than, Contractor's charges for substantially similar services to Contractor's most

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avored customers (i.e., those customers to whom Contractor charges its lowest prices), purchasing substantially similar volumes of such services under substantially similar circumstances and terms and conditions. For purposes of the immediately preceding sentence: (a) the circumstances to be considered in determining what constitutes “substantially similar services” are the service levels, warranties, and other obligations required by those customers of Contractor, the rights of Contractor under agreements with those customers, the technology base used by the customer, the specific combination of services required by the customer, the time period during which services are provided, and the overall revenue stream generated by the customer, taking into account the term of the underlying agreement; and (b) no distinction shall be made between Contractor’s customers that are private entities and those that are in the public sector. If Contractor offers to any such U.S.-based customer substantially similar services at similar (or lesser) volumes and at a price materially lower or a discount materially greater than the applicable Fees charged to the County hereunder, then such Fees shall simultaneously be lowered by Contractor to the extent necessary to match such lower price or greater discount (or, to the extent such Fees have already been paid, Contractor shall promptly refund to the County the difference between the Fees already paid and the lower price for the time period during which such lower price has been in effect). Contractor shall notify County of the occurrence of such a lower price or greater discount as described in this Section within thirty (30) days after Contractor’s offering or providing such lower price or greater discount to another such customer. From time to time, but in any event no more than once annually, Contractor’s Chief Financial Officer shall, upon written request from the County, promptly certify in writing that Contractor is in compliance with this Section. Nothing herein shall require that Contractor disclose to the County, or to the County’s Auditors, accountants, or attorneys, any information that Contractor is legally prohibited, by contract, statute, or otherwise, from disclosing to the County, regardless of the existence of any dispute pertaining to this Section.

### **6.3 INVOICES**

#### **6.3.1 Contractor Invoices**

Contractor shall invoice the County for the Fees in accordance with the provisions of Schedule B, but in no event more frequently than once per month in arrears. Credits and adjustments for any given month will be applied against the next monthly invoice after the invoice for such month. For example, Contractor’s December 2006, invoice will include Fees for Services performed during November 2006, and any credits or adjustments applicable to Services performed in October 2006. Each such invoice shall be in a County-approved format (or such other reasonable format as specified from time to time by the County) and, with respect to the Fees, credits, adjustments or the timeframe to which such invoice is applicable, shall set forth in reasonable detail: (a) an itemized accounting of the Fees and any applicable credits and adjustments; (b) the Services performed (e.g., each particular activity or task); (c) with respect to any Services billed on an hourly or time-and-materials basis, the number of Contractor man hours, identity of the Contractor Personnel performing such Services, and corresponding Fees attributable to each such Contractor Person’s performance of such Services; (d) any other information or data necessary to support such Fees, credits, and adjustment. Any improperly formatted invoices may be returned by the County for correction and resubmission, provided that such return occurs timely and that the County identifies in reasonable detail what is not correct.

#### **6.3.2 Payment by County**

The County shall pay Contractor all undisputed amounts set forth in invoices properly issued in accordance with this Section 6, within forty five (45) days after receipt thereof, The County may, however, withhold payment of any invoiced amounts that the County disputes in good faith, pending resolution of the matter, or otherwise as permitted in this Agreement. Contractor may submit a preliminary draft invoice to the County in order to attempt to minimize any issues that could lead to a disputed invoice. The County shall have no more than forty five (45) days to make payment to Contractor following the date the payment dispute is resolved with Contractor. All payments by the County shall be made by wire transfer, unless the Parties mutually agree in

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writing to an alternative form or method of payment. Payment of Subcontractor Invoices within seven (7) days (or such longer payment period agreed upon by Contractor and Subcontractor in the applicable subcontract) following Contractor's receipt of payment from the County, Contractor shall pay all Subcontractor(s) performing Services under this Agreement for the share as agreed by Contractor and Subcontractor of the payment received for Services performed by the Subcontractor(s) hereunder. Contractor shall notify County and the applicable Subcontractor(s), in writing, of any intention to withhold payment to such Subcontractor(s) and the basis for such withholding. Any obligation of Contractor to pay a Subcontractor on any amounts owed to such Subcontractor shall not be construed to be an obligation of the County.

### **6.4 SET-OFF**

The County may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Agreement: (i) any and all amounts claimed by the County in good faith to be owed by Contractor to the County pursuant to any of the provisions of this Agreement; and (ii) any and all amounts claimed by the County in good faith to be owed by Contractor pursuant to any other written agreement between the Parties. Within twenty (20) days after any such set-off by the County, the County shall provide Contractor with a written accounting of such set-off and a written statement of the reasons therefore.

### **6.5 DISPUTED AMOUNTS**

The County may withhold payment of Fees or any other charges otherwise due to Contractor under this Agreement to the extent that the County disputes such charges in good faith. In such case, the County shall provide to Contractor a reasonably detailed written explanation of the basis for the dispute and shall continue to make payments of undisputed amounts as otherwise provided in this Agreement. If any disputed amounts are later determined to have been improperly withheld (i.e., properly charged by Contractor), then the County shall be obligated to pay the withheld amount in accordance with this Agreement, until paid in full. If any paid amounts are later disputed by the County and determined to have been improperly paid (i.e., improperly charged by Contractor), then Contractor shall promptly pay the County, in cash, the improperly paid amount. The failure of the County to withhold payment shall not waive any other rights the County may have with respect to disputed amounts or overpayments. Except as otherwise provided herein, any dispute relating to amounts owed by a Party hereunder shall be considered a Disagreement.

### **6.6 TAXES**

The Fees shall be inclusive of all taxes imposed with respect to the provision of the Services hereunder, including any sales, use, excise, value-added, services, consumption, or other tax; provided, however, that the County shall not be responsible for, and the Fees shall not include, any taxes imposed on or arising from the following: (a) charges for goods and services provided by the County to Contractor in connection with this Agreement; (b) Contractor's income, revenue or property; or (c) any franchise or privilege taxes. All taxes applicable to the Services under this Agreement shall be separately itemized on any invoice.

### **6.7 COUNTY PAYMENT UPON TERMINATION**

Contractor shall submit a final completion cost or credit invoice upon any termination of the Term by the County for convenience, pursuant to Section 9.2, or for non-appropriation, pursuant to Section 9.6 hereof. Upon approval of such final invoice, and subject to Contractor's compliance with all material terms and conditions of this Agreement, the County shall promptly make payment of any remaining amounts due and payable to Contractor for Services rendered, provided, in the case of Termination under Section 9.6, that the final invoice does not contain any amounts attributable to the County Fiscal Year for which appropriations are not made.

**6.8 FEE REDUCTIONS**

Schedule B sets forth specified Fee Reductions that shall be granted to the County if and when Contractor's actual performance of Services fails to meet certain levels, as measured against the Service Levels. It is understood that Fee Reductions are intended to reflect the diminished value of Contractor's Services in the applicable events, but are not intended to constitute penalties or liquidated damages. In no event shall Fee Reductions be the County's sole and exclusive remedy with respect to any failure of Contractor to comply with applicable Service Levels or performance requirements.

**7. PROPRIETARY RIGHTS**

**7.1 COUNTY WORKS**

**7.1.1 Ownership by the County**

All County Works, and all modifications or derivatives of such County Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County.

**7.1.2 License Grant to Contractor**

As of the Effective Date, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the County Works during the Term, to the extent necessary and appropriate for the sole purpose of Contractor's performing the Services, and operating and supporting and maintaining the eGovernment Systems, subject to, and as provided for by, the terms and conditions of this Agreement. Contractor acknowledges that the County Works represent the valuable, intellectual property of the County. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the County Works. Contractor and its Subcontractors shall not (a) use any of the County Works for the benefit of any Person other than the County, or (b) reverse assemble, reverse engineer, translate, disassemble, decompile any of the County Works without the prior written approval of the County, which may be withheld in the County's sole discretion.

**7.2 CONTRACTOR WORKS**

**7.2.1 Ownership by Contractor**

All Contractor Works, and all modifications or derivatives of such Contractor Works, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**7.2.2 License Grant to the County**

As of the Effective Date, Contractor hereby grants, and the County hereby accepts, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, fully paid, non-transferable, royalty-free license to access, use, copy, adapt, display and perform of, the Contractor Works to the extent necessary for the County to receive the full benefit of the Services during the Term and any period of Disentanglement, and thereafter solely for internal business purposes of the County, and not for commercial exploitation or resale.

**7.3 NEW WORKS**

**7.3.1 Ownership by the County**

All Work Product, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by the County. Contractor (a) agrees that all copyrightable aspects of such Work Product shall be considered “work made for hire” within the meaning of the Copyright Act of 1976, as amended, (b) hereby assigns to the County exclusively all right, title, and interest in and to all Intellectual Property Rights in and to such Work Product that it may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of Contractor, and (c) acknowledges that the Parties do not intend Contractor to be a joint author of such Work Product within the meaning of the Copyright Act of 1976, as amended, and that in no event shall Contractor be deemed a joint author of such Work Product.

**7.3.2 Embedded Contractor Works**

To the extent that any Contractor Works are incorporated into, embedded in or made part of the Work Product, notwithstanding anything to the contrary, Contractor shall not be deemed to have assigned its Intellectual Property Rights in such Contractor Works to the County, but Contractor hereby grants to the County, for the benefit of the County and any third party providers of services to the County, a perpetual, non-exclusive, worldwide, fully paid, royalty-free license to access, use, modify, copy, adapt, display, perform and create derivative works of, such Contractor Works to the extent necessary for the County to receive the full benefit of its ownership of the Work Product.

**7.3.3 License Grant to Contractor**

Subject to the County’s Intellectual Property Rights in the Work Product and the Deliverables, the County hereby grants, and Contractor hereby accepts, a limited, non-exclusive, non-transferable, royalty-free right and license to use the Deliverables during the Term, to the extent necessary and appropriate for the sole purpose of Contractor’s performing the Services, providing other Deliverables, and operating and supporting and maintaining the eGovernment Systems, subject to, and as provided for by, the terms and conditions of this Agreement. To the extent necessary for Contractor to provide the Services, such license grant extends to Subcontractors designated by Contractor that sign a written agreement to be bound by all of the terms contained herein applicable to the Deliverables. Contractor and its Subcontractors shall not (i) use any of the Work Product for the benefit of any Person other than the County, or (ii) except to the extent necessary to perform the Services, reverse assemble, reverse engineer, translate, disassemble, decompile any of the Work Product without the prior approval of the County, which may be withheld in the County’s sole discretion.

**7.3.4 Intellectual Property Protection**

Contractor shall promptly and fully disclose and deliver all Work Product to the County, in writing (and, with respect to any Software component, in both source code and object code form), together with appropriate user manuals and all other Documentation necessary and sufficient to initially satisfy all of Contractor’s related obligations under this Agreement (including the warranties set forth herein) with respect to such Work Product. Contractor shall, at the County’s expense, execute and deliver any and all patent, copyright, and other applications, assignments, and other documents or instruments that the County reasonably requests for securing and protecting the Work Product and all Intellectual Property Rights therein or pertaining thereto. The County shall have the sole and exclusive power to file and prosecute such applications and other documents and to take all other similar action concerning the Work Product or their protection. As requested by the County, Contractor shall promptly and fully cooperate in a lawful manner with the County (or any third parties designated by the County), at the expense of the County, in the preparation and prosecution of all such applications and other documents and in any legal actions and proceedings concerning the Work Product.

**7.4 ADDITIONAL LICENSING PROVISIONS**

**7.4.1 General License Grant to the County**

Contractor hereby grants to County, its employees and Contractors a perpetual, worldwide, fully paid up, royalty-free, right and license to use the Software. All costs and expenses associated with the Contractor Software including, without limitation, license, maintenance and support, implementation and/or upgrade fees, shall be deemed to be included in the Fees. The license grant set forth in this Section shall further include and/or be subject to the following:

(a) All licenses to the Contractor Software shall extend to all County employees, personnel, Contractors and other authorized end users;

(b) The license grant shall include the right to use, copy, disassemble, decompile and reverse engineer the Contractor Software to develop adaptations, enhancements and modifications to the Contractor Software;

(c) The license grant shall include the right of Contractor to receive all updates, upgrades patches, bug fixes and new releases to the Contractor Software that are commercially available or otherwise made available to all other licensees of such Software; and

(d) The license grant shall include the right of County to sublicense the rights granted hereunder to its Affiliates, third party developers, consultants, advisors or Subcontractors for performance of various tasks (as identified by and on behalf of County) limited to County's internal business purposes as contemplated by this Agreement.

**7.4.2 Source Code License**

Contractor shall provide the software source code to the County by the "Site Ready for Go Live" Milestone, and shall provide all source code for any updates to software, or custom development of the County software. Contractor hereby grants to County, a perpetual, worldwide, , non-exclusive license to use the source code, object code and related documentation to the Contractor Software for use by County in order to enable County to support the provision of the Services for its benefit and that of its Affiliates. Upon the occurrence of a Triggering Event by Contractor of any of its duties, representations and warranties hereunder, County shall have the right to immediately access and use such source code, object code and related documentation to the Contractor Software in accordance with the license grant set forth in the preceding sentence. "Triggering Event" shall mean any of the following: (i) Contractor commits an uncured (or incurable) material breach of its performance obligations under this Agreement, (ii) Contractor makes an assignment for the benefit of creditors, (iii) Contractor files for bankruptcy (which is not dismissed within 90 days) or a complete liquidation or dissolution, (iv) Contractor has a custodian, trustee, receiver or agent appointed to take possession or substantially all of its Assets, or (v) Contractor is declared or becomes 'insolvent' as that term is defined in Title 11 of the United States Code or analogous legislation in any other applicable jurisdiction.

**7.4.3 Software and Data Maintenance Services**

**7.4.3.1 Software Maintenance Services**

Contractor shall update and keep current all releases of Contractor Software to the latest releases (or versions) then commercially available, and shall further provide maintenance and support services for the

current release of such Software and at least two releases prior to the current version (i.e., maintenance and support for the current version and the n-1 and n-2 versions). All software maintenance and warranty services, including, without limitation, all service desk support for troubleshooting, diagnosis, correction and resolution of problems, and provision of Software updates, upgrades, bug fixes, new releases, shall be set forth in the Scope of Work.

#### **7.4.3.2 Hot Backup Requirement**

Contractor shall maintain, throughout the Term of the Agreement a Hot Backup of all County Data managed by Contractor in the form of SQL server transaction logs that is transmitted, stored or used on Contractor managed systems, services or storage media. Notwithstanding the foregoing, County shall be entitled to require Contractor to provide Cold Backups with respect to all County Data of such County, as set forth in the applicable Scope of Work.

### **7.5 COUNTY DATA**

Subject to applicable law, the County shall permit Contractor and its Subcontractors to have access to, and make appropriate use of, County Data solely to the extent Contractor requires such access and use in order to properly and appropriately perform the Services as contemplated by this Agreement. Contractor may only access and use County Data in connection with performance of its duties under this Agreement or as specifically directed by the County in writing and may not otherwise use, disclose, modify, merge with other data, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by the County in writing. Contractor acknowledges and agrees that, as between the Parties, the County owns all right, title, and interest in, and all Intellectual Property Rights in and to, all County Data.

### **7.6 COOPERATION**

If at any time either Party brings, or investigates the possibility of bringing, any claim against any third party for infringement of any Intellectual Property Right of such Party, including misappropriation of trade secrets and improper use or disclosure of confidential information, then the other Party, upon the request and at the expense of the requesting Party, shall cooperate with and assist such requesting Party in the investigation or pursuit of such claim and provide such requesting Party with any information in its possession that may be of use to such requesting Party in the investigation or pursuit of such claim. Notwithstanding the foregoing, if an Affiliate, County, customer, or other business associate of a Party becomes the subject of such an investigation by the requesting Party, such Party will provide reasonable cooperation to the requesting Party, to the extent not inconsistent with such Party's legal and contractual obligations to such Affiliate, County, customer, or business associate.

## **8. COMPLIANCE WITH COUNTY POLICIES AND PROCEDURES**

### **8.1 POLICIES AND PROCEDURES**

Contractor, its Subcontractors, the Contractor Personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance of the Services, provision of the Deliverables, and operation, maintenance, and support of the eGovernment Systems. Contractor shall cooperate with the County in ensuring Contractor's compliance with the policies and procedures described in this Agreement, and any



material violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for denial of access or use by Contractor Personnel to the County's information systems, networks, equipment, property, and facilities. Without limiting the foregoing, Contractor agrees to the following:

**8.2 SECURITY POLICIES AND PRINCIPLES**

At all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain the eGovernment Systems, in a secure manner and in accordance with the County's security requirements, policies, and procedures as modified, supplemented, or replaced by the County or County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies and Principles"). In the event that any revision, modification, supplement or replacement of any of the Security Policies and Principles causes Contractor to incur additional expense or deploy additional resources or otherwise increase the effort required by it to fulfill its obligations under this Agreement, and Contractor so notifies County of such fact in advance and receives County's approval to proceed, Contractor shall be entitled to receive additional Fees sufficient to compensate Contractor for such additional expense, additional resources or increased effort. Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of eGovernment Systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and the other security-related Services described in this Agreement. In addition, all Contractor Personnel (including personnel of any Subcontractors) shall be subject to, and shall at all times conform to, all of the County's policies, procedures, rules, and requirements regarding the protection of premises, materials, equipment, and personnel.). Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies and Principles at all times during the Term. Any violation or disregard of such Security Policies and Principles by an individual Contractor Person or Subcontractor shall be cause for denial of access of such Person to the County's eGovernment Systems or property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the County's premises. Security Principles are identified by the County as high level concepts around which the County IT security policies, procedures and standards are focused.

**8.3 INFORMATION ACCESS**

Contractor shall at all times use appropriate safeguard and security measures so as to ensure the confidentiality and security of all County Data. Prior to performing any Services, Contractor personnel who will access the eGovernment Systems, or County Data, shall execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. At all times during the Term, Contractor shall, and shall cause the Contractor Personnel and Subcontractors, and the employees or agents of any of the foregoing, to, fully comply with all of the County's policies and procedures regarding data access and security, including those prohibiting or restricting remote access to the eGovernment Systems and County Data, as set forth in the Security Policies and Principles. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such Security Policies and Principles at all times during the Term. The Contractor shall authorize and shall issue, any necessary information-access mechanisms, including access IDs and passwords, and shall prohibit any such mechanisms to be shared or used by other than the individual Contractor Person to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. Contractor shall provide to the County within 30 days of the Effective Date; an accurate, up-to-date list of those Contractor Personnel having access to the County's eGovernment Systems, or data, and the respective security level or

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clearance assigned to each such Contractor Person. The Contractor shall keep this list current and shall supply the County with a revised/updated list within thirty (30) days of any changes to the original listing provided to the County by Contractor. All eGovernment Systems, and all data contained therein, including County Data, used or accessed by Contractor Personnel: (a) shall be used and accessed by such Contractor Personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, the Contractor Personnel or any Subcontractor, at any time. Contractor acknowledges and agrees that any failure to comply with the provisions of this Section shall entitle the County to deny or restrict the rights of such non-complying Contractor Personnel to access and use the eGovernment Systems and County Data, as the County in its sole discretion shall deem appropriate.

### **8.4 ENHANCED SECURITY MEASURES**

The County may, in its discretion, designate certain areas, facilities, or eGovernment Systems as ones that require a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall, and shall cause the Contractor Personnel and Subcontractors to, fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

### **8.5 GENERAL SECURITY STANDARDS**

At all times during the Term, Contractor shall maintain a level of security with regard to the eGovernment Systems and County Data for which Contractor has agreed in this Agreement to provide or manage physical security, that in all events is at least as secure as each of the following levels of security: (a) that were maintained by the County with regard to such eGovernment Systems and County Data as agreed to during the County/Contractor kick-off meeting; (b) that are maintained by Contractor with regard to its own systems, data, and facilities of a similar nature and import; and (c) that are common and prevalent in the industry and in accordance with industry best practices.

### **8.6 BREACH OF SECURITY**

Any material breach or violation by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies and Principles, shall be deemed a material breach of a material obligation of Contractor under this Agreement, and any chronic or critical breach by Contractor or its Subcontractors, or the employees or agents of any of the foregoing, or of the Security Policies and Principles shall be deemed an incurable and material breach of a material obligation of Contractor under this Agreement. The Parties agree that for the purposes of this Section a breach shall only be deemed material if: (a) Contractor has failed to act in material accordance with the Security Policies and Principles or the security provisions of the procedures manual or the applicable terms of the Scope of Work; or (b) Contractor has failed to use industry best practices and methods in performing its obligations with respect to security services.

### **8.7 CONDUCT ON OTHER PARTY'S PREMISES**

Each Party shall, at all times, comply with and abide by all reasonable policies and procedures of the other Party (or that may be established thereby, from time to time) that pertain to conduct on the Party's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or

facilities, to the extent that the other Party has been provided with a copy of each such policy or procedure. Each Party shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

### **8.8 SECURITY AUDITS**

Each Agreement Year, County may perform or have performed security reviews and testing based on an eGovernment infrastructure review plan. Such testing shall include ensure all pertinent County security standards as well as any agency requirements, such as federal tax requirements. Contractor shall inform County of any security audit or assessment performed that includes County hosted content, within thirty (30) days of such audit or assessment.

### **8.9 OPERATION OF CONTRACTOR VEHICLES**

The operation of Contractor vehicles or private vehicles of Contractor Personnel on the County's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the County's property and involving County personnel shall be reported promptly to the appropriate security personnel.

## **9. TERM AND TERMINATION**

### **9.1 TERM**

#### **9.1.1 Initial Term**

The period during which Contractor shall be obligated to provide the Services under this Agreement (the "Term") shall commence on the Effective Date and end on the date (the "Expiration Date") that is: **(a) forty two (42) months from the Effective Date** (or, in the event of any extension of the Term, pursuant to Section 9.1.2, the last day of the last of such extensions); or (b) the applicable Termination Date, in the event of a termination pursuant to Sections 9.2 through 9.7.

#### **9.1.2 Term Renewal**

The County may, in its sole discretion, extend the Term for one (1) additional successive period of not more than one (1) year (as designated by the County, in its sole discretion), in accordance with the pricing terms and conditions set forth in Schedule B, by providing written notice delivered to Contractor at least ninety (90) days before the end of the then-current Term (as such Term may have been renewed or extended, in accordance herewith). Term renewal may require the approval of the County Board of Supervisors.

**9.2 TERMINATION BY THE COUNTY FOR CONVENIENCE**

The County shall have the right to terminate for its convenience, at any time and for any reason or no reason: (a) this Agreement in its entirety, or (b) any portion of the Services, then being provided by Contractor. Any such termination shall be effected by the County sending to Contractor a written notice of termination specifying the extent of the Agreement or Services being terminated and the intended date (the "Termination Date") upon which, at 11:59 p.m., such termination shall be effective (any such notice, a "Termination Notice"). The Termination Date specified in any such Termination Notice sent by the County pursuant to this Section shall be at least ninety (90) days after the date of such Termination Notice.

**9.3 TERMINATION BY THE COUNTY FOR CHANGE IN CONTROL**

In the event of a change of control of Contractor (as described below) resulting from a single transaction or a series of related transactions, the County shall have the right to terminate: (a) this Agreement in its entirety, or (b) any portion the Services, then being provided by Contractor by sending to Contractor a Termination Notice at least thirty (30) days before the Termination Date specified therein. Solely for purposes of this Section: (i) "control" means the legal, beneficial, or equitable ownership, direct or indirect, of more than fifty percent (50%) of the aggregate of all voting or equity interests in Contractor; and (ii) a "change in control" shall be deemed to have occurred whenever, as a result of a single transaction or a series of related transactions, a Person (or a group of Persons acting in concert) that had not previously had control of Contractor obtains control of Contractor, in accordance with clause (i) of this Section, no fees shall be payable by the County to Contractor.

**9.4 TERMINATION FOR DEFAULT**

**9.4.1 County Right to Terminate**

Notwithstanding anything to the contrary herein, the County shall have the right to terminate: (a) this Agreement in its entirety, or (b) any portion the Services, then being provided by Contractor by delivery of a Termination Notice to Contractor, if Contractor commits a Default under this Agreement. In the event of any such termination by the County for Default, Contractor shall nevertheless perform its Disentanglement obligations under this Agreement until they are fulfilled for up to one (1) year after the effective date of such termination. Any such termination shall not constitute the County's exclusive remedy for such Default, nor shall such a termination cause the County be deemed to have waived any of its rights accruing hereunder prior to such Default. If the County terminates this Agreement in its entirety or any portion of the Services as a result of a claimed Default by Contractor pursuant to the terms of this Section, and Contractor does not agree that a Default was committed, then Contractor shall have the right to avail itself of all remedies available to it at law or in equity. In the event that it is subsequently and finally determined by a court of competent jurisdiction, or otherwise mutually agreed by the Parties in writing, that the circumstances claimed by the County to constitute a Default by Contractor, and that formed the basis of a termination of the Term of this Agreement or any portion of the Services by the County pursuant to this Section, did not in fact constitute a Default, then the Term of this Agreement, or applicable portion of the Services, shall be deemed to have been terminated by the County for its convenience, as of the Termination Date specified by the County in the Termination Notice originally delivered with respect to such termination shall thereafter in all respects govern such termination, except that any additional Fees and Interest, if any, payable to Contractor as a result thereof shall be deemed due and payable by the County no earlier than the date of such final determination or mutual written agreement.

**9.5 BY CONTRACTOR**

Contractor may terminate this Agreement solely if: (a) the County has failed to make payments due and payable hereunder, (b) the aggregate total of such payments exceeds One Hundred Thousand Dollars

(\$100,000), (c) such payment is not subject to a good faith dispute, (d) Contractor provides County with a minimum of ninety (90) days written notice after the payment's due date of its intent to terminate; and (e) no less than ninety (90) additional calendar days pass following such notice with such payment not having been made.

**9.6 TERMINATION BY THE COUNTY FOR NON-APPROPRIATION**

This Agreement is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each County fiscal year during the Term of this Agreement. If such appropriations are not made, the Agreement will be terminated without liability to the County. Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without liability. For the purposes of this Section 9.6, the Termination Date shall be the last day of the fiscal year for which funds were appropriated by the County.

**9.7 TERMINATION FOR INCURRED LIABILITY**

Notwithstanding anything to the contrary in Section 17, the County shall have the right to terminate: (a) the Term of this Agreement with regard to the Services, or (b) any portion the Services, then being provided by Contractor by delivery of a Termination Notice to Contractor at least ninety (90) days before the Termination Date specified therein.

**9.8 ADDITIONAL TERMINATION RIGHT OF COUNTY**

In the event Contractor, any of its Subcontractors, or any of each of their employees is or becomes debarred and declared ineligible, or voluntarily excluded from covered transactions with respect to all business with the United States Government, then the County shall have the right, at its option, to terminate the Term of this Agreement with regard to any or all of the Services without liability by delivering a Termination Notice.

**9.9 EFFECT OF ENDING OF TERM**

Neither the expiration of the Term nor termination of this Agreement in accordance with Sections 9.1, 9.2, 9.3, 9.4, 9.5, 9.7 and 9.8 shall not constitute a termination of this Agreement, and all terms and conditions of this Agreement shall continue in force and effect until all other duties and obligations of the Parties (including Contractor's Disentanglement obligations under Section 10 and the County's obligations under this Agreement to pay the applicable Fees for Services rendered) have been fully performed, discharged, or excused. In the event the County elects to terminate all or any particular portion of the Services pursuant to the terms of this Section 9: (a) Contractor shall perform its Disentanglement obligations under Section 10, to the extent applicable to the portion of the Services being terminated; (b) Contractor shall be entitled to the unpaid Fees for Services actually rendered up to and including the applicable Termination Date except in the case of non-appropriation under Section 9.5, in accordance with Schedule B; and (c) to the extent applicable to the portion of the Services being terminated, the County shall promptly pay any portions of previously earned Fees held back by the County in accordance with Schedule B and in connection with previously delivered partial or completed Deliverables or milestones.

**10. DISENTANGLEMENT**

**10.1 GENERAL OBLIGATIONS**

In connection with any expiration of the Term or termination of this Agreement, or with termination of Contractor's performance of the Services, or any portion thereof, then being provided hereunder, Contractor shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless transition from Contractor to the County, or to any third party service providers designated by the County, of the Services being terminated or expiring, without interruption or adverse impact on the Services, the Service Levels, or any other services provided to the County by third parties (all such actions, collectively, a "Disentanglement"). Contractor shall promptly cooperate with the County and any designated service providers, and take all steps necessary and appropriate, or reasonably requested, to assist the County in effecting a complete and timely Disentanglement, including the provision to the County and any designated service providers of all information necessary to effect the transition, and assume and continue the provision, of any terminated Service sufficient for reasonably skilled personnel to understand and operate those Services, subject to any such service providers agreeing to protect the confidentiality of Contractor's confidential information. For up to twelve (12) months, Contractor shall provide for the prompt and orderly conclusion of all work related to the Services being terminated, as the County may direct, including completion or partial completion and documentation of all work in progress, and other appropriate measures to assure and effect an orderly transition to the County or its designated service providers. All actions performed and services provided by Contractor related to Disentanglement shall be deemed Services and all such Disentanglement Services performed by Contractor shall be at no additional cost to the County beyond what the County would have paid for the Services absent Contractor's performance of Disentanglement Services. Subject to Section 10.4.1, Contractor's obligation to provide such Disentanglement Services shall terminate on the earlier of (a) completion of Disentanglement satisfactory to the County, including performance by Contractor of all of its obligations pursuant to this Section 10, or (b) twelve (12) months after of the notice of termination of this Agreement or a portion of the Services, described in Section 10.2.

**10.2 DISENTANGLEMENT PROCESS**

In the event of expiration of the Term or termination of this Agreement in its entirety or any portion of the Services is terminated, the Disentanglement process shall begin on the date that any Termination Notice is delivered, or, if no Termination Notice has yet been delivered, the Disentanglement process shall begin on the expiration date of the Term or Termination Date (as applicable, the "Disentanglement Commencement Date") and, unless the Parties subsequently agree in writing to extend the Term, Contractor shall continue to provide Disentanglement Services, in accordance with this Section 10 or as the County reasonably requests, until the earlier of a Disentanglement satisfactory to the County has been completed, or twelve (12) months after the expiration of the Term or Termination Date, as appropriate. As soon as reasonably practicable after the Disentanglement Commencement Date, Contractor and the County, and any third party service providers, shall confer and negotiate in good faith to reach mutual agreement on and document a written plan (a "Disentanglement Transition Plan") that: (a) allocates responsibilities for Disentanglement and transition of the Services among the Parties and, to the extent applicable, such third party service providers; and (b) sets forth in reasonable detail the respective services to be provided by each of the Parties and such third party service providers, including all Disentanglement Services to be performed by Contractor. Unless otherwise agreed by the Parties in writing, such plan shall not in any respect lessen or eliminate Contractor's obligations under this Agreement to provide all Disentanglement Services reasonably requested by the County. Contractor shall update such Disentanglement Transition Plan from time to time, as appropriate and subject to the CIO's reasonable approval, in order to address any impact of any unexpected changes in the Services or the observed Service Level performance, or the in hardware, Software, or other resources used to provide the Services, as such Disentanglement progresses. Contractor shall be required to perform its Disentanglement Services on an expedited basis, as determined by the County, if the County terminates this Agreement in its entirety or any portion of the Services.

**10.3 PREPARATION FOR DISENTANGLEMENT**

**10.3.1 Up-to-Date Documentation**

On each anniversary of the Effective Date throughout the Term, or at any time upon the County's request, Contractor shall provide to the County such Documentation and other information regarding the performance of Services, or the use, operation, support and maintenance of the eGovernment Systems and all associated Software (including any applications developed as part of the Services), assets, hardware, networks and equipment, as is collectively sufficient to enable reasonably skilled personnel of the County, or reasonably skilled personnel of a third party service provider, to understand the provision of any terminated Services and the use, operation, support, and maintenance use of the eGovernment Systems.

**10.3.2 Preparation for Successor to this Agreement**

At any time or times during the Term, at the written request of the County, Contractor shall provide the County with any information that the County is entitled to receive under this Agreement that the County desires to use in preparing a request for proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Agreement. Such requested information may include, among other things, current and projected transactional or other relevant volumes, resource utilization and performance statistics and trends, forms utilization, and such other information, statistics, and materials related to the provision of the Services or the use, operation, support, and maintenance of the eGovernment Systems as the County shall reasonably deem necessary or appropriate.

**10.3.3 All Necessary Cooperation and Actions**

Contractor shall take such additional actions and perform such additional tasks as are necessary, appropriate, or reasonably requested by the County, whether during the Term or during Disentanglement, to ensure a timely and seamless transition, in accordance with this Section, including completely fulfilling all of Contractor's obligations under this Section to the reasonable satisfaction of the County.

**10.4 SPECIFIC DISENTANGLEMENT OBLIGATIONS**

During Disentanglement, as part of the Disentanglement Services, the Parties shall perform their respective obligations specifically identified below, with respect to the Services or, in the event of a termination of less than all of the Services, the portion of Services being terminated.

**10.4.1 Extension of Services**

The County may elect to delay the Expiration Date or Termination Date (other than the Termination Date with respect to Section 9.6) with respect to all or a part of the Services by giving Contractor thirty (30) days' advance written notice to such effect, which notice shall specify the new Expiration Date or Termination Date; provided that the County may not delay such expiration or termination, in the aggregate, more than one hundred and eighty (180) days following the originally specified Expiration Date or termination Date, unless otherwise agreed by Contractor.

**10.4.2 Data and Documentation**

In addition to Contractor's obligations with regard to Documentation, Contractor shall deliver to the County or the County's designee, promptly upon the County's request, all Documentation and data related to the County or the performance of the Services, including all the County Data, then held by Contractor, and

Contractor shall securely destroy, in accordance with the County's data and documentation destruction policies, all copies thereof not turned over to the County, all at no charge to the County.

**10.4.3 No Interruptions or Adverse Impact**

Contractor shall cooperate with the County and all of the County's other service providers to achieve a smooth transition, with no interruption of Services, no adverse impact upon the provision of Services or upon the achievement of Service Levels, no adverse impact upon the County's governmental activities, and Affiliates, and no adverse impact upon the provision of such third party services or their quality.

**10.4.4 Payment for Disentanglement Services**

The County shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by County, or County's exercise of its rights to terminate for convenience. Contractor shall pay for all Disentanglement Services if this Agreement is terminated as a result of a material breach by Contractor. Contractor shall provide an estimate to County of the number of FTE (full time equivalent) hours (and the applicable billing rate) required to perform the tasks comprising the Disentanglement as set forth in the Disentanglement Transition Plan. County and Contractor shall negotiate in good faith and arrive at an agreement for such costs. Notwithstanding the foregoing, Contractor shall use commercially reasonable efforts to utilize its existing staff to perform all Disentanglement tasks without requiring additional FTEs and at no additional cost to County.

**11. LIMITATION OF LIABILITY**

**11.1 LIMITATION ON AMOUNT OF THE COUNTY'S LIABILITY**

THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF THE COUNTY GLOBALLY (INCLUSIVE OF AFFILIATES OF COUNTY) FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY SUCH ACTION IS BROUGHT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM AROSE (IT BEING THE UNDERSTANDING OF THE PARTIES THAT IDENTIFYING THE "FIRST" CLAIM WILL ESTABLISH THE BEGINNING POINT FOR ANY SUCH PERIOD DESCRIBED HEREIN).

**11.2 STEP-IN RIGHTS**

If Contractor commits a Default that has a significant impact on a material portion of the Services and Contractor does not commence curing such Default within twenty-four (24) hours or is unable to cure such Default within the longer of the applicable cure period provided hereunder and five (5) days, then the County may, in addition to its other remedies at law and in equity, obtain from a third party or provide itself services that will allow the performance of the Services until Contractor has cured the Default or this Agreement is terminated in accordance with the terms of this Agreement. Contractor shall reimburse the County for all costs and expenses of obtaining or providing such services for up to ninety (90) days and provided that the County shall continue to pay amounts due and owing to Contractor under the terms of this Agreement subject to the pricing methodology set forth in this Agreement, which shall be calculated upon the County's usage of such Services from the third party. If Contractor is not able to restore such Services within the longer of the applicable cure period provided hereunder and fifteen (15) days, the County may terminate this Agreement without liability.



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In addition to the rights granted the County above, in the event Contractor breaches or defaults or is alleged to have breached or defaulted, irrespective of the cause or alleged cause of the breach or default, under any agreement with a Subcontractor or other third-party then providing all or any portion of the Services hereunder, the Contractor shall immediately provide the County with written notification of the alleged breach or default. The County shall have the right (but not the duty) to cure the breach or default or to assume the contract, in order to maintain the continuity of Services to the County. Contractor shall reimburse the County for all expenses relating to the County curing any breach, default or alleged breach or default under this paragraph. Contractor agrees to use its best efforts to include reference to this Section in any Subcontract.

### **12. REPORTS**

#### **12.1 REPORTS**

As part of the Services, Contractor shall furnish the County with reports as reasonably requested by the County, in writing, from time to time. Such reports shall address such issues as Contractor's performance of the Services and cost-management. All such reporting shall include allocations or breakdowns as necessary for the County's internal chargeback purposes, in accordance with such procedures and materials as may be furnished by the County to Contractor in writing from time to time. In addition, in the event that Contractor, at any time during the Term, fails to perform the Services in accordance with the Service Levels, Contractor shall promptly provide the County with such additional reports, in such form, and with such frequency, as the County shall reasonably request. Contractor shall furnish all reports to the County in an electronic form. Contractor shall promptly inform the County of any known and material deficiencies, omissions, or irregularities in the County's requirements or in Contractor's performance of the Services that may come to Contractor's Relationship Manager's attention. Contractor shall furnish the County with materials and applicable research and development information, such as published materials and industry studies conducted for or by Contractor, that come to the attention of Contractor's Relationship Manager and pertain to the Services, and that Contractor's Relationship Manager reasonably believes would assist the County in setting its eGovernment-related policies or requirements. Contractor's Relationship Manager shall also advise the County of other relevant matters of a material nature, including those that have a cost associated with them but that reasonably might be helpful to the County in setting or revising such policies or requirements.

### **13. RECORDKEEPING AND AUDIT RIGHTS**

#### **13.1 RECORDKEEPING**

##### **13.1.1 General Obligations**

Contractor shall at all times maintain true, complete, and accurate records and books of account with respect to all aspects of Contractor's performance and invoices under this Agreement utilizing generally accepted accounting principles ("GAAP"), consistently applied, and complying in all material respects with all applicable federal, state, and local laws, regulations, and ordinances. Such records and books of account, and the accounting controls related thereto: (a) shall be considered County Confidential Information; (b) shall be prepared in such a manner as to permit the County's financial statements to be certified as having been prepared in accordance with GAAP and to maintain accountability of Assets, with such recorded accountability compared with existing Assets on an annual basis and appropriate action promptly taken to address any discrepancies; and (c) shall be maintained by Contractor at a principal business location within the County. The County, upon prior written notice, may examine and make extracts of information and copy parts thereof to the extent reasonably necessary for the County to verify the accuracy of Contractor's invoices or Contractor's performance under this Agreement, at any reasonable time during normal business hours. In the event that Contractor ceases to exist as a legal entity, such records and books pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition, or in the event of liquidation, to the County. Contractor shall retain for a period of five (5)

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years after the date of final payment for Services rendered hereunder (including any Disentanglement Services), or such longer period as may be required by applicable law or regulation, all records and information required to verify amounts invoiced under this Agreement and Contractor's and its Subcontractors' compliance with applicable law and regulation in its performance under this Agreement. The obligations and requirements of this Section shall apply to all Contractor Subcontractors.

### **13.1.2 Access and Remedy**

The County, or the County's Auditors (provided that any external third party Auditors have executed an appropriate nondisclosure agreement), shall be granted access to the aforesaid records for the purpose of verifying the accuracy of Contractor's invoicing and contractual compliance, during normal business hours, upon reasonable notice to Contractor and in such a manner so as not to interfere with Contractor's operations. All such verifications, notwithstanding anything to the contrary elsewhere in this Agreement, shall not include access to proprietary or confidential information except to the extent necessary to confirm the accuracy of Contractor's invoices or the extent of Contractor's legal and contractual compliance. Nevertheless, subject to such limitations, during such hours and with such advance notice, and subject to the limits set forth in Section 15.2 below regarding access to Contractor's cost data, Contractor shall grant the County and its representatives full and complete access to the relevant portion of Contractor's books, records, documents, data, or information, and, with the prior consent of Contractor (which will not be unreasonably withheld or delayed), access to relevant Contractor Personnel, as they relate to amounts invoiced, invoices submitted, or the extent of Contractor's compliance with this Agreement, or as such access to personnel, books, records, documents, data, and information may be required in order for the County to ascertain any facts relevant to determining the accuracy of Contractor's invoicing hereunder, including facts with regard to verification of Fees (and components and calculations thereof). In the event that any such verification reveals an overcharge (net of any undercharges) to the County with respect to the Fees, then: (a) Contractor shall promptly refund such overcharge or issue to the County a credit for such overcharge; (b) if such overcharge represents, as to any invoice, more than five percent (5%) of the amounts that the County should have been charged under such invoice, then Contractor shall promptly refund to the County, or issue to the County a credit for, the cost of such audit; and (c) Contractor shall fully cooperate with appropriate County personnel, or the County's Auditors, in reviewing, evaluating, and, to the extent necessary, revising Contractor's internal controls, promptly implementing any recommended, material changes.

### **13.1.3 Controls, Policies, and Procedures**

Contractor shall at all times maintain such controls, policies, and procedures, and cause its Auditors to prepare and deliver to the County's Auditors such annual and more frequent reports as to such controls, policies and procedures, as reasonably requested by the County or the County's Auditors. Contractor shall promptly address any audit-control issues or weaknesses identified during any County audit, at no cost to the County. If specific audit recommendations by the County's Auditors are not implemented by Contractor, then Contractor should implement such alternative steps as are reasonably satisfactory to the County for the purposes of minimizing or eliminating the risks identified in any such audit.

## **14. CONFIDENTIALITY**

### **14.1 PROTECTION OF CONFIDENTIAL INFORMATION**

Contractor shall:

- (a) Strictly maintain the confidentiality of the County Confidential Information;
- (b) Take steps to prevent the use, disclosure, dissemination, or copying of the County Confidential Information other than as necessary for Contractor to perform its obligations under this Agreement,

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including developing, implementing, maintaining, and enforcing appropriate policies and procedures to safeguard the County Confidential Information;

(c) Use the same care to prevent disclosure of the County Confidential Information to third parties as it employs to avoid disclosure, publication, or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable standard of care;

(d) Use the County Confidential Information solely as necessary and appropriate for the purpose of performing its obligations under this Agreement;

(e) Not acquire any express or implied right or license to any Intellectual Property Right or other right, or assert any lien against, the County Confidential Information;

(f) Upon the request of the County, promptly return, or provide a copy of, as the County directs, County Confidential Information (provided that Contractor may retain such Confidential Information as it requires in order to perform the Services for so long as it is required to perform such Services); and

(g) Use commercially reasonable efforts to inform its employees, agents, and Subcontractors who perform duties with respect to this Agreement about the restrictions with regard to County Confidential Information set forth in this Section.

Notwithstanding anything to the contrary contained elsewhere in this Section, Contractor may disclose County Confidential Information to its employees, agents, and Subcontractors who have: (1) a bona fide need to know such County Confidential Information in order to perform their assigned duties in fulfillment of obligations under this Agreement; and (2) a legal duty to protect the County Confidential Information that is substantially equivalent to the obligations of confidentiality imposed upon Contractor hereunder. Contractor assumes full responsibility for the acts or omissions of its Subcontractors and employees with respect to County Confidential Information.

### **14.2 REQUIRED DISCLOSURE**

Contractor agrees to maintain the confidentiality of all County Confidential Information, pursuant to all applicable statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's Subcontractors, staff, agents and employees.

### **14.3 NOTIFICATION**

Contractor shall notify the County as soon as possible in the event of any disclosure or loss of County Confidential Information other than as permitted by this Agreement.

### **14.4 INJUNCTIVE RELIEF**

Contractor acknowledges that any breach of any provision of this Section by Contractor, or by its personnel, agents, or Subcontractors, may cause immediate and irreparable injury to the County that cannot be adequately compensated for in damages, and that, in the event of any such breach and in addition to all other remedies available at law or in equity, the County shall be entitled to seek injunctive relief from any court of competent jurisdiction, without bond or other security.

### **14.5 RETURN OF CONFIDENTIAL INFORMATION**

Unless expressly authorized by this Agreement to retain the County Confidential Information, and upon either termination of this Agreement or expiration of the Term or the request of the County, Contractor

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shall promptly return or destroy, at the County's option, the County Confidential Information and all copies thereof, including, to the extent containing County Confidential Information, materials prepared in whole or in part based on such County Confidential Information, and all copies thereof. Following such return or destruction, an officer of Contractor shall certify to the County that it no longer has in its possession or under its control any of such County Confidential Information in any form whatsoever, or any copy thereof. Notwithstanding anything to the contrary in Section 14.7, to the extent and for so long as such return or destruction is infeasible (e.g., with regard to County Confidential Information retained in the memories of Contractor's employees), the protections of this Section shall continue to apply to such County Confidential Information.

### **14.6 CONFIDENTIALITY AGREEMENTS**

Contractor shall require each of its agents and Subcontractors providing Services hereunder to execute an agreement, in form and substance acceptable to the County (a "Confidentiality Agreement"), under which such agents or Subcontractors agree to appropriately protect the County Confidential Information and to fulfill any other confidentiality obligations necessary to the performance of Contractor's obligations hereunder. Contractor covenants that each of its employees performing Services shall be subject to the terms of an employment agreement that requires him or her to protect Contractor's clients' confidential information, including the County Confidential Information, and that offers no less degree of protection than that which is required hereunder.

### **14.7 CONTRACTOR CONFIDENTIAL INFORMATION**

County shall take reasonable steps to protect the Contractor's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. If disclosure is required under any court order or law including, but not limited to, the California Public Records Act, County shall provide reasonable notice to Contractor in order for Contractor to obtain a protective order. County reserves the right to redact any County Confidential Information.

## **15. LEGAL COMPLIANCE**

### **15.1 GENERAL**

Each Party shall at all times perform its obligations hereunder in compliance in all material respects with all applicable federal, state, and local laws and regulations of all applicable domestic jurisdictions, and in such a manner as not to cause the other Party to be in violation of any applicable laws or regulations including, without limitation, any applicable requirements of any federal, state, and local authority regulating health, safety, employment, civil rights, the environment, Hazardous Materials, privacy, confidentiality, security, exportation, or telecommunication, and all applicable laws and regulations relating to the collection, dissemination, transfer, storage and use of data, specifically including, without limitation, the privacy and security of confidential, personal, sensitive or other protected data.

### **15.2 HIPAA COMPLIANCE**

If applicable, Contractor agrees to comply with all requirements that are now or will become applicable to it in its role as the service provider under this Agreement pursuant to regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (as the same may have been and/or may be amended from time-to-time, "HIPAA").

**15.3 AMENDMENT**

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule, the Security Rule and the HIPAA to the extent they become applicable to this Agreement.

**15.4 CALIFORNIA PERSONAL INFORMATION STATUTE**

Contractor acknowledges that The County Confidential Information may include personal information pertaining to California residents. Contractor shall comply with the requirements of California Civil Code §1798.82 et. seq., or any similar federal or state statute that may be enacted (the "California Statute") to the extent such requirements are applicable to Contractor as an information technology service provider. Contractor shall also cooperatively work with the County with respect to its compliance with such requirements that are applicable to the County, including the encryption of all personally-identifiable County Confidential Information. County shall be entitled to a reimbursement from Contractor for any and all out of pocket expenses incurred by County related to notifications of affected parties and other workarounds in the event that personally identifiable information is disclosed or otherwise compromised.

**15.5 TRANS-BORDER DATA FLOWS**

Contractor shall not transfer any County Data or perform any of the Services outside of the United States.

**15.6 CONTRACTOR AS A DATA PROCESSOR**

Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of personal data, Contractor shall comply promptly with instructions and directions received by Contractor from the County with respect to the processing of personal data.

**15.7 PERMITS AND LICENSES**

Except for approvals, permissions, permits, or licenses required by state or federal statute, ordinance, regulation, or other law to be obtained by the County (including those required, if any, to permit the County to enter into this Agreement), or as provided otherwise elsewhere in this Agreement, Contractor shall obtain and maintain, at its own expense, all approvals, permissions, permits, licenses, and other forms of documentation required in order for the Parties to comply with all existing state or federal statutes, ordinances, regulations, and other laws that are applicable to Contractor's performance of Services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of performance of any Services hereunder, and Contractor shall promptly comply and cooperate with any such request. Notwithstanding the foregoing, the County shall be solely responsible for monitoring, and compliance with, the substantive laws, rules, and regulations applicable to its business.

**15.8 AMERICANS WITH DISABILITIES ACT (ADA)**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

**15.9 DRUG AND ALCOHOL-FREE WORKPLACE**

The County, in recognition of individual rights to work in a safe, healthful and productive workplace, has adopted a requirement for a drug and alcohol free workplace. This policy provides that all County-employed service providers and their employees shall assist in meeting this requirement. As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

- (a) Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- (b) Shall not possess and open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- (c) Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as art of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

Contractor shall inform all employees who are performing Services for the County on County property or using County equipment of the County objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or material breach this Agreement and any other contract the Contractor has with the County, if the Contractor, or Contractor employees are determined by the County not to be in compliance with the conditions listed in this Section.

**16. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**16.1 BY CONTRACTOR**

**16.1.1 Preparation**

Contractor represents that: (a) it has performed sufficient due diligence investigations regarding the scope and substance of the Services; (b) it has received sufficient answers to all questions that it has presented to the County regarding the scope and substance of the Services; and (c) it is capable in all respects of providing the Services and achieving SLRs, in accordance with this Agreement. Contractor hereby waives and releases any and all claims that it now has or hereafter may have against the County based upon any inaccuracy or incompleteness of the information it has received with regard to the scope and substance of the Services. Further, Contractor covenants that it shall not seek any judicial rescission, cancellation, termination, reformation, or modification of this Agreement or any provision hereof, nor any adjustment in the Fees to be paid for the Services, based upon any such inaccuracy or incompleteness of information except where such information was willfully withheld or intentionally misrepresented by the County.

**16.1.2 Services**

Contractor warrants that: (a) the Services shall be performed, and all materials prepared and delivered, in a timely, professional, workman-like, diligent, efficient manner and in accordance with the highest recognized professional standards and practices of quality and integrity in the industry; and (b) Contractor Personnel, Contractor's Subcontractors, and any other Person or individual employed or engaged by Contractor in connection with this Agreement, shall be fully familiar with the technology and methodologies used to perform the Services and shall have the requisite ability, expertise, knowledge, and skill, as appropriate to the duties assigned, to perform the Services, in such a manner and in accordance with such standards, practices, and this Agreement.

**16.1.3 Documentation**

Contractor warrants that all Documentation and related materials concerning the Services, shall be complete and shall accurately describe such Services, eGovernment Systems, or Deliverables so as to enable a reasonably capable technology professional to readily understand and utilize all aspects thereof for all purposes for which they were intended and provided or produced and so as to allow the County, or its designees, to fully assume and continue the provision of the Services.

**16.1.4 Authority and Approvals**

Contractor represents that: (a) it is a corporation duly formed and in good standing under the laws of the State of California (b) it is qualified and registered to transact business in the County and all locations where the performance of its obligations hereunder would require such qualification; (c) it has all necessary rights, powers, and authority to enter into and perform under this Agreement; (d) the execution, delivery, and performance of this Agreement by Contractor have been duly authorized by all necessary corporate action; (e) the individual executing this Agreement on behalf of and for Contractor is an authorized agent of Contractor who has actual authority to bind Contractor to each and every Section and obligation of this Agreement and that all requirements of Contractor have been fulfilled to bestow such actual authority upon such individual; (f) following execution of this Agreement by Contractor (and assuming the due execution of this Agreement by County), this Agreement will constitute the legal and binding obligation of the Contractor enforceable in accordance with its terms; (g) the execution and performance of this Agreement by Contractor shall not violate any domestic law, statute, or regulation and shall not breach any agreement, covenant, court order, judgment, or decree to which Contractor is a party or by which it is bound; (h) it has, and covenants that it shall maintain in effect, all governmental licenses and permits necessary for it to provide the Services as contemplated by this Agreement; and (i) that Contractor owns or leases, and covenants that it shall own or lease, or have the right to use, free and clear of all liens and encumbrances, other than lessors' interests, or security interests of Contractor's lenders, appropriate right, title, or interest in and to the tangible property that Contractor intends to use or uses to provide the Services.

**16.1.5 Pending Litigation**

Contractor represents that, as of the Effective Date: (a) there is no outstanding or anticipated civil or criminal litigation, arbitrated matter, or other dispute, in any forum, to which Contractor or any of its Affiliates is a party that, if decided unfavorably to Contractor or its Affiliates, would reasonably be expected to have a potential or actual material adverse effect on Contractor's ability to fulfill its obligations hereunder; and (b) Contractor knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the foreseeable future. Contractor warrants that it shall notify the County, within fifteen (15) days after Contractor first learns of any litigation, arbitration, or other dispute that would reasonably be expected to have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

**16.1.6 Compliance with Laws**

Contractor warrants that, in performing the Services, Contractor shall comply, and not prevent the County from complying, with all applicable laws, regulations, and policies, including: (a) all applicable immigration and labor laws and regulations; (b) all laws, regulations, and policies related to fair employment, employment of the handicapped and minorities and women, and the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap; (c) all applicable data protection, nondisclosure, and privacy laws of any relevant jurisdiction; and (d) all applicable policies and procedures of the County.

**16.1.7 Existing Violations**

Contractor represents that, as of the Effective Date, it is not in violation or material non-compliance with any laws, ordinances, statutes, rules, regulations, or orders of governmental or regulatory authorities to which it is subject, and that it has not failed to obtain any licenses, permits, franchises, or other governmental authorizations necessary for the ownership of its properties or the conduct of its business, to the extent that any such violation, non-compliance or failure, either individually or in the aggregate, might adversely affect Contractor's business, properties, or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of Contractor's obligations hereunder.

**16.1.8 Misrepresentations**

Contractor represents and certifies that it has not made, in any written or oral communication with or provided to the County (including the Proposals, oral presentations or the negotiation of this Agreement), any material misrepresentations (whether through any untrue statement of a material fact or an omission of any material fact necessary to make such communication not misleading) regarding or concerning Contractor or any of Contractor's Subcontractors, or, individually or collectively: (a) their capabilities as competent, qualified, experienced providers of the Services; (b) their abilities to, or the manner in which they shall, perform the Services in accordance with this Agreement; (c) their businesses, operations, or financial condition or any financial statements, reports, and other similar materials or information furnished to the County in connection with this transaction; or (d) any of the specific Services to be performed hereunder. In addition, Contractor shall require all of its Subcontractors to represent and certify to the same to the County.

**16.1.9 Financial Condition**

Contractor represents that it has, and warrants that it shall maintain, a financial condition commensurate with its obligations under this Agreement and sufficient to allow it to readily and successfully fulfill all such obligations, in accordance with this Agreement. Contractor further warrants that, in the event the financial condition of Contractor changes during the Term in such a manner as to materially and adversely affect Contractor or jeopardize its ability to satisfy the warranty set forth in the immediately preceding sentence, Contractor shall promptly notify the County in writing, reasonably describing the nature and extent of such change.

**16.1.10 No Restrictions by Federal Government**

As a sub-grantee of federal funds under this Agreement, Contractor represents and warrants that:

(a) Contractor and its employ and Contractor's Affiliates and Subcontractors are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,

(b) Contractor and its Affiliates and Subcontractors have not within the five (5) year period preceding this Agreement, been convicted of or had a civil judgment rendered against any of them for. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of federal or state anti-trust statutes; or the commission of embezzlement, theft, forgery, bribery, falsification or d statements, or receiving stolen property,

(c) Contractor and its Affiliates and Subcontractors are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses described in paragraph (b); and



## Attachment B

(d) Contractor and its Affiliates and Subcontractors have not within the five (5) year period preceding this Agreement; had one or more public transaction (federal, State, or local) terminated for cause or default.

### **16.1.11 Conflict of Interest**

Contractor represents, warrants, and covenants that:

#### **16.1.11.1 No Financial Interest**

Neither Contractor nor any of its Affiliates, nor any employee of any of the foregoing, has, shall have, or shall acquire, any direct contractual, financial, business, or other interest, that would conflict in any material manner or degree with Contractor's performance of its duties and obligations under this Agreement, or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement; and Contractor shall promptly inform the County of any such interest that may be incompatible with the interests of the County;

#### **16.1.11.2 No Abuse of Authority for Financial Gain**

Neither Contractor nor any of its Affiliates, nor any employee of any of the foregoing, has used or shall use the authority or position provided, or to be provided, under this Agreement to obtain financial gain for Contractor (except as set forth in this Agreement), or any such Affiliate or employee, or for a member of the immediate family of any such employee;

#### **16.1.11.3 No Use of Information for Financial Gain**

Except as set forth in this Agreement, neither Contractor nor any of its Affiliates, nor any employee of any of the foregoing, has used or shall use any County Confidential Information acquired in the award or performance of the Agreement to obtain financial gain for Contractor, or any such Affiliate or employee, or for a member of the immediate family of any such employee;

#### **16.1.11.4 Independent Judgment**

Neither Contractor nor any of its Affiliates, nor any employee of any of the foregoing, has accepted or shall accept another County contract that would impair the independent judgment of Contractor in the performance under this Agreement;

#### **16.1.11.5 No Influence**

Neither Contractor nor any of its Affiliates, nor any employee of any of the foregoing, has accepted or shall accept anything of value based on an understanding that the actions of Contractor, or those of any such Affiliate or employee, on behalf of the County would thereby be influenced; and Contractor shall not attempt to influence any County employee by the direct or indirect offer of anything of value, per the County's gift ban ordinance;

#### **16.1.11.6 No Payment Tied to Award**

Neither Contractor nor any of its Affiliates or Subcontractors, nor any employee of any of the foregoing, has paid or agreed to pay any Person, other than bona fide employees working solely for Contractor or any such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or would result from the award or execution of this Agreement;

**16.1.11.7 Independent Prices**

The prices and other materials presented in the Proposal were arrived at independently, without (for the purpose of restricting competition) consultation, communication, agreement, or otherwise conspiring with any other Person who submitted a proposal; the prices quoted were not knowingly disclosed by Contractor to any other proposer; and no attempt was made by Contractor to induce any other Person to submit or not to submit a proposal for the purpose of restricting competition; and

**16.1.11.8 Subcontractors**

Contractor shall require each Subcontractor to certify to Contractor as to the matters in Sections 16.1.21 through 16.1.27, with respect to itself, its employees and their immediate family members, as applicable.

**16.1.12 Covenant Against Contingent Fees**

Contractor warrants that no Person or selling agency has been employed, engaged, or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. Any breach or violation of the foregoing warranty shall constitute an incurable and material breach of this Agreement by Contractor. Further, in such event, the County may, in the County's sole discretion, deduct from any Fees or other amounts due or payable to Contractor hereunder, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee that such Person received from Contractor.

**16.1.13 Confidentiality Agreements**

Contractor represents that, as of the Effective Date, Contractor has not materially breached the terms of any confidentiality agreement entered into with any County prior to such time.

**16.1.14 Additional Prohibitions**

Contractor certifies that it shall not, and will not knowingly, after reasonable inquiry, subcontract with, any of the following:

- (a) Persons employed by the County or by any public agency for which the Board of Supervisors of the County of Orange is the governing body;
- (b) Profit making or businesses in which employees described in sub-section (a) serve as officers, principles, or major shareholders
- (c) Persons who, within the immediately preceding twelve (12) months came within the provisions of paragraphs (a) or (b) and who (i) were employed in positions of substantial responsibility in the area of service to be performed under this Agreement, or (ii) participated in my way in developing this Agreement or its service specifications; and
- (d) Profit-making or businesses in which the former employees described in paragraph (c) serve as officers, principals, partners, or major shareholders.

**16.1.15 Political Activities Prohibited**

None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided there under shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

**16.1.16 Lobbying**

Contractor agrees to comply with the lobbying laws and policies applicable to the County and to assure that its officers and employees comply before any appearance before the County of Orange's Board of Supervisors. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before state or federal legislatures or the Board of Supervisors of the County of Orange.

**16.1.17 Religious Activity Prohibited**

There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.

**16.1.18 Governmental Immunity**

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the County shall not be construed to have waived any rights or defenses of governmental immunity that it may have with respect to all matters arising out of this Agreement

**16.1.19 Efficiency**

Contractor represents, warrants and covenants that it shall use commercially reasonable efforts to provide the Services in accordance with this Agreement and the Service Levels.

**16.2 COUNTY WARRANTY DISCLAIMER**

Except as otherwise expressly stated in this Agreement, the County does not make any representation or warranty, express or implied, with respect to: (i) the Services or any component or portion thereof; or (ii) the skills, capabilities, or medical or other condition of any of the personnel.

**17. INDEMNIFICATION**

**17.1 BY CONTRACTOR**

**17.1.1 Indemnification**

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.

### **17.1.2 Infringement**

Subject to the provisions of Section 17.3, Contractor shall indemnify, defend, and hold the County Indemnitees harmless from and against any and all Losses related to claims or demands brought by any third party against any of them for any actual or alleged infringement or misappropriation of any Intellectual Property Right to the extent (i) based upon technology used by Contractor (and not owned or provided by the County or its agents) in providing the Services, or (ii) arising from the County's use of the Services, consistent with this Agreement (each such claim or demand, an "Infringement Claim"). In the event of an Infringement Claim, Contractor may, in its reasonable discretion, either procure a license to enable the County to continue to use or receive the benefit of such technology, or develop or obtain a non-infringing substitute reasonably acceptable to the County. However, if neither of the foregoing is commercially reasonable, Contractor may cease providing the affected Services or instruct the County to cease using the affected deliverable, subject to the Disentanglement obligations set forth in Section 10 and in the case of Services, the Fees paid by the County shall be equitably reduced,. Notwithstanding anything to the contrary elsewhere in this Agreement, Contractor shall have no obligation to indemnify, defend, or hold the County Indemnitees harmless regarding any claim or action to the extent that it is based upon: (i) a modification of a program or machine by any third party (excluding Contractor's Subcontractors) that was not specifically approved by Contractor; (ii) the County's combination, operation, or use of Contractor technology with apparatus, data, or programs not furnished or approved by Contractor; (iii) the use by the County of any Software or other technology provided by Contractor or any third party (including the Contractor Software and the Third Party Software) other than in accordance with the applicable licenses; (iv) Contractor's use, in accordance with this Agreement, of County Software; or (v) the County's specifications (to the extent such infringement claim does not arise from any method or manner chosen by Contractor to implement such specifications) and the County's specified method or manner for implementing such specifications (to the extent that Contractor is not aware or should reasonably be aware of any alternative method or manner for implementing such specifications that would not result in such infringement claim).

### **17.1.3 Hazardous Materials**

Subject to the provisions of Section 17.3, Contractor shall indemnify, defend, and hold the County Indemnitees harmless from and against any and all Losses related to claims or demands by any third party against any of them to the extent based upon or resulting from: (i) Contractor's or its Subcontractor's failure to comply with applicable Environmental Laws; or (ii) the presence of any Hazardous Material upon, above, or beneath Contractor's or its Subcontractor's facilities or locations from which Services are provided, except to the extent that such Hazardous Material was present at the time that Contractor or its Subcontractors took over the use, occupation, and operation of such location or facility from the County, if applicable, or if such Hazardous Material was released into the environment by the County.

## **17.2 SETOFF**

Upon an adjudicated determination of liability or the settlement of a claim, the County may set off against, and deduct from, any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Agreement, any and all amounts owed by Contractor to any of the County Indemnitees under this Article.

## **17.3 PROCEDURES**

If any legal action governed by this Section 17 is commenced against an Indemnitee, (i) the Indemnitee shall provide Contractor prompt, written, and reasonable notice of such legal action subject to indemnification, and (ii) the Indemnitee shall provide its reasonable cooperation with Contractor in defense of the claim, including providing information and assistance in defending the claim. Failure to give prompt notice shall not, however, reduce Contractor's obligations under this Section 17, except to the extent it is prejudiced thereby.

**18. INSURANCE**

**INSURANCE PROVISIONS**

Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

## Attachment B

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange (30) days notice in the event of cancellation and (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Agreement may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer."

**19. DISPUTE RESOLUTION**

**19.1 DISPUTE**

**19.1.1 Informal Dispute Resolution**

If any Disagreement, other than a dispute involving a claim of breach under Section 14 hereof, arises between the Parties, Contractor's Relationship Manager and the County's Relationship Manager shall, within seven (7) business days after receipt by either of notice from the other of such Disagreement, commence efforts to resolve such Disagreement in good faith. If the Disagreement has not been resolved by the Relationship Managers within thirty (30) days after first having been referred to the Relationship Managers (or at any earlier time, in the discretion of either Relationship Manager), such dispute may be referred by either Relationship Manager to the CIO and Contractor's President for resolution. If such disputed matter has not been resolved by, or at the direction of, the CIO and Contractor's President within thirty (30) days after such dispute was first referred to them (or such longer period as agreed to in writing by the Parties), then the Parties may pursue other remedies and dispute resolution options as set forth in this Agreement.

**19.2 MEDIATION**

If the informal dispute resolution process described in Section 19.1.1 fails to resolve a dispute between the Parties, County and Contractor may mutually agree to submit the matter to non-binding mediation and may jointly appoint an independent mediator acceptable to both Parties to manage the negotiations. Notwithstanding the foregoing, either Party may elect to terminate mediation discussions with written notice to the other Party and avail itself of other dispute resolution remedies set forth herein.

**19.3 NO TERMINATION OR SUSPENSION OF SERVICES (CONTINUED PERFORMANCE)**

Notwithstanding anything to the contrary contained elsewhere herein, even if any Disagreement or other dispute arises between the Parties, and regardless of whether or not any such Disagreement or other dispute requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Contractor, at any time during the Term or during Disentanglement, halt, interrupt, or suspend the provision of Services to the County.

**19.4 REMEDIES**

The procedures described and remedies provided in this Section 19 shall not be deemed to limit either Party's rights under Section 9 or Section 11. Contractor expressly acknowledges that any breach of any provision of Section 19.3 by Contractor, the Contractor Personnel, or Contractor's Subcontractors may cause immediate and irreparable injury to the County that cannot be adequately compensated for in damages, and that, in the event of any such breach, and in addition to all other remedies available to it, the County shall be entitled to seek injunctive or other equitable relief from any court of competent jurisdiction, without bond or other security.

**20. USE OF AFFILIATES AND SUBCONTRACTORS**

**20.1 GENERAL**

Contractor shall not subcontract all or any part of the Service without the prior written consent of the CIO, which may be granted in the CIO's sole and absolute discretion. Each Subcontractor may perform only the Services described with regard to such Subcontractor in a written request submitted by Contractor to the County when seeking such consent. No change may be made to the Services performed by a particular Subcontractor, and no substitution, replacement, or change of Subcontractors may be made, without the advance written consent of the CIO, which may be granted in the CIO's sole and absolute discretion. Notwithstanding the

foregoing, Contractor may substitute, replace, or change any Subcontractor, or change the scope of Services to be performed by such Subcontractor under any subcontract, upon thirty (30) days advance written notice to the CIO, unless the CIO objects to such substitution, replacement, or change of such Subcontractor, or change of scope of Services of such Subcontractor, within such thirty (30) days. Performance of Services by all Subcontractors shall be in accordance with the terms and conditions of this Agreement. Prior to performing any Services, each Subcontractor shall execute a Confidentiality Agreement in accordance with Section 14.6 hereof. Contractor covenants that its arrangements with Subcontractors shall not prohibit or restrict any such Subcontractor from, at any time, entering into direct agreements with the County. Notwithstanding anything to the contrary set forth in this Section 20 or elsewhere in this Agreement, Contractor shall not engage any Subcontractors that are or now or hereafter debarred or suspended from performing services for the County or the United States government.

**20.2 APPROVAL AND REMOVAL**

The CIO's consent with respect to Contractor's use of a particular proposed Subcontractor, shall be given or withheld in writing within Contractor's reasonably requested timeframe (not to exceed thirty (30) days). If the CIO determines, in its reasonable discretion, that the performance or conduct of any Contractor Subcontractor or Affiliate is unsatisfactory, the CIO may notify Contractor of such determination in writing, indicating the reasons therefor, and Contractor shall promptly take all necessary actions to remedy the performance or conduct of such Subcontractor or Affiliate and, if so requested by the County, to promptly replace such Subcontractor or Affiliate.

**20.3 RESPONSIBILITY AND LIABILITY**

Contractor shall be solely and exclusively responsible for supervising the activities and performance of each Subcontractor. Contractor and each such Subcontractor shall be jointly and severally responsible for any act or omission of such Subcontractor. Notwithstanding the fact that a Subcontractor or Affiliate of Contractor may be the party actually performing a particular Service or providing a particular Deliverable hereunder, Contractor shall at all times: (i) constitute the primary obligor for all of Contractor's duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Contractor hereunder that Contractor may elect to subcontract to any of its Subcontractors or Affiliates, or to any other third party.

**20.4 SUBCONTRACTOR AGREEMENTS**

Within thirty (30) days after such agreement is executed, at County's request, Contractor shall provide the County with a true and complete written copy (excluding only relevant pricing information) of any agreement between Contractor and its Subcontractors that relates to performance under this Agreement.

**21. PUBLICITY**

Neither Contractor, nor Contractor's Subcontractors, shall publish a press release, article, brochure, or other form of publication, promotional materials, or advertisement that includes statements about this Agreement, the County and its agencies, or in any way use any logo, trademark, or other symbol of the County and its agencies, without obtaining in advance the County's written consent to the form and substance of such issuance, publication, advertisement, or use. Notwithstanding the foregoing, Contractor may identify the County as a reference for all prospective customers of Contractor interested in obtaining services that are the same or substantially similar to the Services hereunder, unless directed not to do so by the County.



**22. MISCELLANEOUS**

**22.1 ENTIRE AGREEMENT**

This Agreement, including Schedules A, B, C and D, Addenda A, Exhibit 1, and other documents expressly annexed hereto (the terms of each of which are incorporated herein by this reference), constitutes the entire understanding and agreement between the Parties with respect to the transactions contemplated herein and supersedes all other prior or contemporaneous oral or written communications, understandings or discussions with respect to the subject matter of this Agreement. No usage of trade, or other regular practice or method of dealing between the Parties or others, may be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement.

**22.2 CAPTIONS; SECTION NUMBERS; TERMINOLOGY**

Captions, Tables of Contents, and Section, Schedule, and titles and headings are used herein for convenience of reference only and shall not be used in the construction or interpretation of this Agreement. Except as otherwise specifically identified in this Agreement, any reference herein to a particular Section, or a particular Schedule (e.g., Schedule A (Scope of Work)), shall be deemed a reference to the Section, or the Schedule, or this Agreement that bears the specified number. Further, any reference herein to a particular Section number (e.g., "Section 2"), shall be deemed a reference not only to the referenced Section but also to all subsections thereof (e.g., a reference to "Section 2" refers to Sections 2.1, 2.1.1, 2.2, 2.2.1, 2.2.1.1, etc.).

**22.3 ASSIGNMENT**

Except for subcontracting permitted under the terms of Section 20, neither this Agreement, nor any interest herein, nor any of the rights and obligations of Contractor hereunder, may be directly or indirectly assigned, sold, delegated, or otherwise disposed of by Contractor, in whole or in part, without the prior written consent of the County, which consent may be granted or withheld in the sole and absolute discretion of the County. For purposes hereof, an "assignment" subject to the terms and conditions of this Section shall be deemed to have occurred in the event of any change in control of Contractor (whether resulting from a single transaction or series of related transactions), restructuring of Contractor, transfer or removal of a material amount of Assets from Contractor, or assumption of debt by Contractor that results in Contractor's net worth being materially less than it was on the Effective Date. The County shall be entitled to assign, sell, or dispose of, this Agreement, its interest herein and its rights and obligations hereunder without requiring Contractor's consent. Any assignment made by Contractor in violation of this Section 22.3 shall be null and void and of no force and effect.

**22.4 NOTICES TO A PARTY**

Except as expressly otherwise stated herein, all notices, requests, consents, approvals, or other communications provided for, or given under, this Agreement, shall be in writing, and shall be deemed to have been duly given to a Party if delivered personally, or transmitted by facsimile to such Party at its telecopier number set forth below (with the original sent by recognized overnight courier or first class mail to the Party at its address set forth below), or sent by first class mail or overnight courier to such Party at its address set forth below, or transmitted by e-mail to the Party at its e-mail address set forth below (with the original sent by recognized overnight courier or first class mail to the Party at its address below), or at such other telecopier number, address or e-mail address, as the case may be, as shall have been communicated in writing by such Party to the other Party in accordance with this Section. All notices shall be deemed given when received, in the case of personal delivery or delivery by mail or overnight courier, or when sent, in the case of transmission by facsimile with a confirmation, if confirmed by copy sent by overnight courier within one (1) day after sending the facsimile. The County and Contractor contact information contained below may be changed by written notice to the other Party.

**For CONTRACTOR:**

**Civica Software**

20101 SW Birch St. Suite 250, Newport Beach, CA 92660

Attn: **Stuart Gregg**

Title: General Manager & VP of Development

Phone: (949) 851-1600 x215

Fax: (949) 851-1930

Email: [sgregg@civicasoft.com](mailto:sgregg@civicasoft.com)

**Civica Software**

20101 SW Birch St. Suite 250, Newport Beach, CA 92660

Attn: **Jason Reis**

Title: Client Account & Business Development Manager

Phone: (949) 851-1600 x235

Fax: (949) 851-1930

Email: [jreis@civicasoft.com](mailto:jreis@civicasoft.com)

**For COUNTY:**

**Project Management**

County of Orange

County Executive Office/Information Technology

The Hall of Administration for the County of Orange

10 Civic Center Plaza, Santa Ana, CA, 92701

Attn: **James Mata**

Title: County Project Manager

Phone: (714) 834-6798

E-mail: [james.mata@ocgov.com](mailto:james.mata@ocgov.com)

**Contracts**

County of Orange

CEO/IT/Division of Finance & Contracts

1501 East St. Andrew Place, 2<sup>nd</sup> Floor

Santa Ana, CA 92705

Attn: **Joel Mckewen**

Title: Deputy Purchasing Agent

Phone: (714) 567-7506

Fax: (714) 560-4520

E-mail: [joel.mckewen@ceoit.ocgov.com](mailto:joel.mckewen@ceoit.ocgov.com)

**22.5 AMENDMENTS**

Except as expressly provided herein, this Agreement may not be modified or amended except by written document duly executed by authorized representatives of both of the Parties hereto. No other act, document, usage or custom shall be deemed to amend or modify this Agreement. If either Party desires to amend this Agreement, the requesting Party shall deliver to the other Party's Relationship Manager a written request for an amendment (an "Amendment Request"), specifying the requested amendment with sufficient details to enable the other Party to reasonably evaluate it.

**22.6 WAIVER**

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or excusal is in writing and signed by the Party claimed to have waived or excused. The failure or delay of either Party to exercise any right, power, or privilege hereunder shall not constitute a waiver thereof. A waiver shall be effective only in the specific instance, and for the specific purpose, stated in such writing, and shall not preclude further exercise of the same right, power, or privilege or the exercise of any other right, power, or privilege hereunder.

**22.7 RELATIONSHIP BETWEEN AND LEGAL STATUS OF PARTIES**

This Agreement shall in no event be construed in such a way that either Party constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other Party. Contractor is and shall at all times be an independent Contractor with regard to all performance under this Agreement. Neither Party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein. Contractor's and its Subcontractors' employees who provide Services pursuant to this Agreement, or who at any time are located or provide Services on the County's premises, shall remain the respective employees of Contractor or its Subcontractors, as applicable, and Contractor and its Subcontractors shall have sole responsibility for all such employees, including responsibility for payment of all compensation to them, the provision of employee benefits to them, and responsibility for injury to them in the course of their employment. Neither Contractor, nor any employee or Subcontractor or anyone working for or with Contractor shall be considered an agent or an employee of County. Neither Contractor, nor its employees, Subcontractors nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through the County. Contractor and its Subcontractors shall be responsible for all aspects of labor relations with such employees, including their hiring, supervision, evaluation, discipline, firing, wages, benefits, overtime, and job and shift assignments, and all other terms and conditions of their employment, and the County shall have no responsibility whatsoever for any of the foregoing.

**22.8 NON-EXCLUSIVE REMEDIES**

Unless expressly provided otherwise in this Agreement, no remedy set forth in this Agreement shall be exclusive of any other remedy and each such remedy shall be in addition to and not in lieu of every other remedy given hereunder, or now or hereafter existing or available at law, in equity, by statute, or otherwise.

**22.9 SEVERABILITY**

If any provision of this Agreement is determined by any court or tribunal of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and stricken from this Agreement and: (i) the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties, as evidenced herein; and (ii) the severed provision shall be deemed replaced by the valid, legal, and enforceable provision that comes closest to reflecting the intention of the Parties underlying the severed provision.

**22.10 COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both Parties, shall be an original and both such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each Party's designated signatory.

**22.11 GOVERNING LAW; VENUE**

The construction, formation, and interpretation of this Agreement, and the performance of the Parties hereunder, shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of law's provisions thereof. The exclusive venue for all actions or proceedings arising out of, or related to, this Agreement shall be in an appropriate state or Federal Court located in Orange County, CA, and Contractor hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such courts do not constitute a convenient and appropriate venue for such actions or proceedings. Contractor consents to service of process upon itself by means of any of the methods for delivery of notice that are specified in Section 22.4 hereof. The Parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods.

**22.12 NO THIRD PARTY BENEFICIARIES**

This Agreement is an agreement by and between the Parties, and neither: (i) confers any rights upon any of the employees, agents, or Contractors of either Party, or upon any other Person not a Party hereto; or (ii) precludes any actions or claims against, or rights of recovery from, any Person not a Party hereto.

**22.13 EXPENSES**

Each Party shall be solely responsible for all expenses paid or incurred by it in connection with the planning, preparation, negotiation, and consummation of this Agreement.

**22.14 FURTHER ASSURANCES**

Each Party agrees to execute and deliver any and all additional documents and instruments, and take all other actions that may be necessary to give effect to this Agreement and all transactions and activities contemplated hereby.

**22.15 LIMITATION OF FUTURE CONTRACTS**

The Parties acknowledge and agree that Contractor may be restricted in its future contracting with the County in accordance with applicable laws and regulations or other requirements imposed by or on County from time to time. Subject to such possible restrictions, Contractor shall be free to compete for future business with County on an equal basis with other service providers.

**22.16 BILLS AND LIENS**

Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the Services. Contractor shall not permit any lien or charge to attach to the Services, Assets, Software, Machines or any County premises, except as permitted or authorized under this Agreement. If any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of this Agreement, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

**22.17 WAIVER OF JURY TRIAL**

Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, to the extent enforceable under California law, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.

**22.18 INTERPRETATION**

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement.

**22.19 ATTORNEY FEES**

In any action or proceeding to enforce or interpret any provisions of this Agreement, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

**22.20 Change of Ownership/Name, Litigation Status, Conflicts with County Interests**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

**23. DEFINITIONS**

Capitalized terms shall have the meanings assigned to them as set forth in the body of the Agreement and in this Section 23.

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### **23.1 ACCEPTANCE CRITERIA**

“Acceptance Criteria” is defined in Section 3.1 herein.

### **23.2 ACCEPTANCE TESTING PERIOD**

“Acceptance Testing Period” has the meaning given it by Section 3.1.

### **23.3 AFFILIATE**

“Affiliate” means, “Affiliate” means a department or agency of the County which receives Services from this Agreement through the County Executive Office/Information Technology. Affiliate excludes a County department or agency using a Subordinate Contract.

### **23.4 AGREEMENT**

“Agreement” means this Agreement between the County and Contractor, as amended from time to time, including these terms and conditions, and all Exhibits, Schedules, Addenda and other Schedules hereto.

### **23.5 AGREEMENT YEAR**

“Agreement Year” means any one-year period ending at the end of the day before an anniversary of the Effective Date.

### **23.6 AUDITORS**

“Auditors” means, with respect to a Party, the independent third party auditors designated by such Party in writing from time to time, in its sole discretion. For the purposes of the County, “Auditors” includes the County Auditor-Controller.

### **23.7 CHIEF INFORMATION OFFICER (CIO)**

“CIO” means the Chief Information Officer of the County of his or her designee.

### **23.8 COLD BACKUP**

“Cold Backup” means information not residing on a production server’s hard disk storage (e.g., Tape, Optical media).

### **23.9 COUNTY**

“County” means the County of Orange, a political subdivision of the State of California.

### **23.10 COUNTY DATA**

“County Data” means, in or on any media or form of any kind: (i) data, or summaries or indices of data, related to or describing the County or the residents, constituents, citizens, clients, customers, employees, agents, subcontractors, or other representatives of the same, or related to or describing the Services, regardless of whether or not such data, summaries or indices are owned by the County, generated or compiled by the County or any Affiliate, or provided by such residents, constituents, citizens, clients, customers, employees, agents, subcontractors, or representatives, including data that are in the County’s databases or otherwise in their possession or control on the Effective Date or at any time thereafter; (ii) other County records, data, files, input materials, processed data, results of data analyses, information, reports, forms, and other such items and materials that may be created, received, computed, developed, used, or stored by Contractor, or by any of Contractor’s Subcontractors, for or on behalf of the County in, or in connection with, the performance of Contractor’s duties under this Agreement, but excluding in any event any internal data and information of Contractor and its

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Subcontractors (other than service level measurements and contract charges) and any correspondence between the Parties; and (iii) modifications, compilations, and derivative works of the items, data, and other materials described by the foregoing clauses (i) and (ii) as being included within County Data.

### **23.11 COUNTY INDEMNITEES OR INDEMNITIES**

“County Indemnitees” has the meaning given it in Section 17

### **23.12 COUNTY RELATIONSHIP MANAGER**

“County Relationship Manager” has the meaning given it in Section 4.2

### **23.13 COUNTY CONFIDENTIAL INFORMATION**

“County Confidential Information” means:

1. Technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, whether in tangible or intangible form, whether disclosed or conveyed by visits to the County’s sites or facilities, whether or not marked or otherwise identified as confidential, and whether in any specific form or media, or disclosed orally, that are developed or acquired by such Party, except for Work Product;

2. Information and data relating to the County’s practices, personnel, customers (and the business practices, habits, needs, trends, and ordering history of such customers), products, services, orders, business, management information services, financials, costs, or margins that is not generally known by others in the same line of business;

3. Information that the County identifies to Contractor as confidential by a stamp or other similar notice;

4. Information and data relating to the employees and former employees of the County, and the salaries, severance packages, and other benefits, and performance assessments or appraisals, of or applicable to such employees or former employees;

5. Other information relating to the County that is treated as confidential by the County and that a reasonably prudent person would expect not to be made available to third parties without restriction or payment; and

6. Work Product, County Data, and County Software; and (ii) records, data, information or materials in the possession or control of the County, or created, developed, collected, processed, handled, stored, transmitted, or received, in any form or media, by Contractor or the eGovernment Systems in connection with this Agreement (including individually identifiable health information), that the County is, for any reason, prohibited from publicly disclosing, whether by law, statute, regulation, ordinance, or contract.

### **23.14 COUNTY WORKS**

“County Works” means tangible and intangible information and developments that are owned by the County including all intermediate and/or partial versions thereof and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, photos, images, data, content, maps, Web applications, Web Site code, graphics, art work, logos, themes, style guides, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, in any form or media.

**23.15 CONDITIONAL ACCEPTANCE**

“Conditional Acceptance” has the meaning given it in Section 3.1

**23.16 CONFIDENTIALITY AGREEMENT**

“Confidentiality Agreement” has the meaning given it in Section 14.6.

**23.17 CONSENT**

“Consent” or “consent” whether capitalized or not and unless expressly specified otherwise, means, with regard to either a specified or an applicable Party whose consent is required hereunder, the voluntary, freely-given consent of such Party, which consent may be withheld in such Party’s sole discretion, with no duty to be reasonable in the withholding of such consent.

**23.18 CONTRACTOR**

“Contractor” has the meaning given it in the preamble to this Agreement.

**23.19 CONTRACTOR PERSONNEL**

“Contractor Personnel” means, at a given time during the Term, Contractor’s Relationship Manager and all other employees of Contractor or of Subcontractors of Contractor who are then assigned or performing responsibilities in connection with providing the Services. An individual falling within such description is a “Contractor Person.” A complete list of Contractor Personnel, including the specific position occupied or function performed by each Contractor Person, shall be promptly provided by Contractor at any time, and from time to time, during the Term, upon the reasonable written request of the County.

**23.20 CONTRACTOR’S RELATIONSHIP MANAGER**

“Contractor’s Relationship Manager” is defined in Section 4.1.1

**23.21 CONTRACTOR SOFTWARE**

“Contractor Software” means the Software licensed by the County from Contractor (including all updates, enhancements, customizations, and other improvements thereof).

**23.22 CONTRACTOR WORKS**

“Contractor Works” means tangible and intangible information and material that: (i) had already been conceived, invented, created, developed or acquired by Contractor prior to the Effective Date; or (ii) were conceived, invented, created, developed or acquired by Contractor after the Effective Date, but only to the extent such information and material do not constitute Work Product hereunder. A Contractor Work includes all intermediate and partial versions thereof, including all source code and object code with respect thereto, and all designs, specifications, inventions, discoveries, improvements, materials, program materials, software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable or otherwise protectable by law. Contractor Works shall include Contractor Software.

**23.23 MILESTONES**

“Milestones” means actions and projects identified as Critical Milestones in Schedule B, Fee and Fee Reductions.



**23.24 DEFAULT**

“Default” means the occurrence of any one or more of the following:

(a) Any material breach by Contractor of its obligations under this Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after the County provides Contractor with written notice thereof;

(b) Any material breach by Contractor with respect to its obligations under this Agreement not capable of cure;

(c) Any breach by Contractor with respect to any of its representations and warranties under this Agreement, provided that such breach, if curable, is not cured within thirty (30) days (or such longer period as expressly set forth in this Agreement) after the County provides Contractor with written notice thereof;

(d) The failure by Contractor to complete the Relationship Management of all Services to County as set forth herein, provided that such Default shall not be subject to a cure period;

(e) Any material breach by Contractor of its obligations regarding execution of the Disaster Recovery Plan during a disaster, provided that such Default shall not be subject to a cure period;

(f) Any material breach by Contractor as described herein, provided that such Default shall not be subject to a cure period;

(g) Numerous or repeated breaches by Contractor of its obligations under this Agreement which collectively constitute a material breach by Contractor of its obligations under this Agreement, provided that such Default shall not be subject to a cure period;

(h) The existence of a material representation by Contractor in Section 16 of this Agreement that Contractor knew or should have known was materially false when made, except that, if such misrepresentation is curable and such cure will fully and completely effect a reasonable resolution, there shall not be a Default if such misrepresentation is cured within fifteen (15) days after Contractor has been notified by the County in writing thereof;

(i) The insolvency of Contractor, the entrance of Contractor into receivership or any arrangement or composition with creditors generally, the filing of a voluntary petition (or an involuntary petition that is not dismissed within sixty (60) days) for bankruptcy or reorganization or dissolution or winding-up of Contractor, a general assignment for the benefit of creditors of Contractor, or a seizure or a sale of a material part of Contractor’s property by or for the benefit of any creditor or governmental agency;

(j) An assignment or attempted assignment by Contractor in violation of this Agreement;

For purposes of this Agreement, the word “cure” shall include implementation by the applicable Party of a reasonable work-around or similar temporary measures, provided that such measures do not cause the other Party to incur significant expense, or expend significant time or resources, and that the defaulting Party continually pursues and promptly implements a full and complete cure until such time as such cure is so effected.

Unless this Agreement expressly states that no cure period shall apply or otherwise provides for a different cure period with respect to any event or circumstance that qualifies as a Default under paragraphs (a) through (k) above (in which case no cure period or such other cure period shall apply, as applicable), there shall be a cure period of thirty (30) days with respect to such event or circumstance.

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In each instance in which this Agreement contemplates a cure period or otherwise affords a Party an opportunity to cure a potential Default, (i) the other Party shall be required to provide written notice to such Party of such potential Default, (ii) the cure period shall begin when such notice has been received by such Party, and (iii) the potential Default shall not give rise to a Party's rights and remedies under Section 9 unless such notice has been provided and the cure period based thereon has elapsed.

### **23.25 DISABLING DEVICE**

"Disabling Device" has the meaning given it in Section 1.9.

### **23.26 DISAGREEMENT**

"Disagreement" means a dispute, controversy, or claim of any nature arising under or in connection with this Agreement, including any that results from any of the following:

- (a) an alleged failure by either Party to perform its obligations under this Agreement;
- (b) an alleged inadequacy or delay of either Party's performance under this Agreement;
- (c) a request for products, services, or resources where the Parties disagree whether such products, services, or resources are within the scope of this Agreement;
- (d) a disagreement as to the responsibilities either Party has under this Agreement; or
- (e) a disagreement as to the creation, validity, interpretation, breach, or termination of this Agreement.

### **23.27 DISASTER RECOVERY PLAN**

"Disaster Recovery Plan" means the disaster recovery plan drafted, revised and amended from time to time in accordance with Section 1.5.

### **23.28 DISENTANGLEMENT**

"Disentanglement" has the meaning given it in Section 10.1.

### **23.29 DISENTANGLEMENT COMMENCEMENT DATE**

"Disentanglement Commencement Date" has the meaning given it in Section 10.2.

### **23.30 DISENTANGLEMENT TRANSITION PLAN**

"Disentanglement Transition Plan" has the meaning given it in Section 10.2.

### **23.31 DOCUMENTATION**

"Documentation" means, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines,

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manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.

### **23.31 Effective Date**

“Effective Date” has the meaning given in the first paragraph of this Agreement.

### **23.32 eGOVERNMENT SYSTEMS**

“eGovernment Systems” means the IT functions, capabilities, operations, and systems (including all hardware and software) that, at any particular time prior to the Effective Date, are used, operated, supported, or maintained by the County, or that, at any particular time during the Term on or after the Effective Date, are used, operated, supported, or maintained by Contractor on behalf of, or for the benefit of, the County in Contractor’s performance of the Services hereunder, including such IT systems as are described in this Agreement, including as components thereof: (i) the Contractor Software; (ii) County software; (iv) the Work Product; and (v) the entire system of hardware, Software, equipment, networks, and network components that constitute, are associated with or related to, or interconnect, any of the items described by the foregoing clauses (i) through (iv), or on which such items are installed, operated, or used, including any such hardware and software produced by third parties that is embedded within such Contractor Software, or the Work Product, and revisions, updates, modifications, and customizations to any or all of the hardware, software, equipment, networks, and network components described by such clauses, in accordance with this Agreement.

### **23.33 ENVIRONMENTAL LAWS**

“Environmental Laws” means applicable federal, state, or local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, or permits of any governmental entity relating to environmental matters including: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Endangered Species Act (16 U.S.C. §§ 1531 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§ 110011 et seq.); and (ii) all state and local provisions similar in substance or intent to the federal laws described in the foregoing clause (i).

### **23.34 EXPIRATION DATE**

“Expiration Date” has the meaning given it in Section 9.1.1.

### **23.35 FEES**

“Fees” means the monies payable by the County to Contractor hereunder in consideration of Contractor’s performance of the Services, as described in Section 6 and specified in, and calculated pursuant to, Schedule B.

### **23.36 FEE REDUCTIONS**

“Fee Reductions” means a penalty imposed on the Contractor for missed performance metrics as described in Section 6.8 and specified in, and calculated pursuant to, Schedule B.

### **23.37 FINAL ACCEPTANCE**

“Final Acceptance” has the meaning given it in Section 3.3.

**23.38 FINAL ACCEPTANCE TESTING PERIOD**

“Final Acceptance Testing Period” has the meaning given it in Section 3.3

**23.39 HAZARDOUS MATERIAL**

“Hazardous Material” means (a) any material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any material which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under federal State or local law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

**23.40 HOT BACKUP:**

“Hot Backup” means backup information residing on a production server’s hard disk storage.

**23.41 HOURLY RATES**

“Hourly Rates” shall have the meaning given it in Section 2.4

**23.42 INCLUDING**

“Including,” whether capitalized or not, means “including, but not limited to.”

**23.43 IN-SCOPE WORK ORDER**

“In-Scope Work Order” shall have the meaning given it in Section 2.3.1.

**23.44 INTELLECTUAL PROPERTY RIGHTS**

“Intellectual Property Rights” means intellectual or industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (i) patent rights associated with an invention and processes (including business processes), methods and apparatus entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import into the United States, or have made, and the rights to file and prosecute patent applications and provisional patent applications); (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works) including copyright of foreign works entitled to protection in the United States under the Berne Convention; (iii) rights relating to the protection of trade secrets and confidential information (including the rights to use and disclose); (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (v) moral rights; and (vi) other rights analogous, similar, or

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comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

### **23.45 INTEREST**

“Interest” means a financial amount calculated as the average financial amount outstanding multiplied times the number of days outstanding divided by 365 days multiplied times the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the Wall Street Journal.

### **23.46 LOSSES**

“Losses” means: (i) amounts actually paid to third parties by the applicable Indemnitees (including judgments, settlements, awards, liabilities, losses, damages, and civil penalties); (ii) reasonable attorneys’ fees incurred by the applicable Indemnitees, in the case of litigation or arbitration; and (iii) out-of-pocket expenses reasonably incurred by the applicable Indemnitees in connection with the investigation or defense of such claims or demands.

### **23.47 NOTICE TO PROCEED**

“Notice to Proceed” has the meaning given it in Section 2.4.

### **23.48 PARTY**

“Party” means the County or Contractor; “Parties” means both the County and Contractor.

### **23.49 PERSON**

“Person” means any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trustee of a trust or estate, association, governmental body or organization or agency, or other legal person or legally constituted entity of any kind.

### **23.50 RELATIONSHIP MANAGER**

“Relationship Manager” means, with respect to a Party, the individual who is designated its Relationship Manager in Schedule A hereto, and any subsequent holder of that position designated by such Party, subject to the applicable terms and conditions of this Agreement.

### **23.51 RESIDUALS**

“Residuals” means a Party’s general knowledge, skills, and experience, and ideas, concepts, know-how, and techniques, whether developed by it before or during the Term or otherwise obtained by it in connection with performing or receiving the Services, that are related to such Party’s business or business practices and are used by it in the course of providing or receiving the Services, or in using, operating, supporting, or maintaining the eGovernment Systems, that are retained in the unaided memories of such Party’s personnel in connection with the performance or receipt of the Services, except that Residuals shall in no event include any: (i) information intentionally memorized for the purpose of permitting its subsequent use or disclosure; (ii) proprietary information of, or related to or describing, the other Party or its Affiliates, or the personnel of any of the foregoing; (iii) issued or pending patents; or (iv) trademarks, service marks, or certification marks.

**23.52 RESPONSE PERIOD**

“Response Period” has the meaning given it in Section 2.4.

**23.53 SECURITY POLICIES AND PRINCIPLES**

“Security Policies and Principles” has the meaning given it in Section Error! Reference source not found..

**23.54 SERVICE LEVEL/SERVICE LEVEL REQUIREMENT**

“Service Level” means, generally, a minimum acceptable level of service or performance for a particular task, activity, or Service performed by Contractor hereunder, as specified in Schedules A and B. “Service Level Requirement” or “SLR” is the specific performance requirement for a Service Level (typically, but not exclusively, a measure of efficiency expressed as a percentage).

**23.55 SERVICES**

“Services” has the meaning attributable to it in Section 1.1.1

**23.56 SITE READY FOR GO LIVE**

The “Site Ready for Go Live” means the Milestone in Schedule C where the Contractor provides the County with written notice that County Web Sites are ready to Go-Live.

**23.57 SOFTWARE**

“Software” means computer programs and program objects of any kind (including object code and source code, and any intermediate forms or versions thereof), program set-up and customization parameters and data, and the tangible media on which any of the foregoing are recorded. Notwithstanding the foregoing, in no event shall “Software” as used in this Agreement include Third Party Software source code.

**23.58 SUBCONTRACTOR**

“Subcontractor” means any Person (including any Contractor Affiliate) other than Contractor that provides Services to the County in connection with this Agreement pursuant to an agreement such Person has with Contractor.

**23.59 Subordinate Contract**

“Subordinate Contract” has the meaning given it in Section II.B.2.

**23.60 TERM**

“Term” means the period during which Contractor shall be obligated to provide the Services, as specified in Section 9.1

**23.61 TERMINATION DATE**

“Termination Date” has the meaning given it in the pertinent Section of Article 9.

**23.62 TERMINATION NOTICE**

“Termination Notice” has the meaning given it in pertinent Section of Article 9.

**23.63 THIRD PARTY SOFTWARE**

“Third Party Software” means the Software provided to the County by Contractor through its Subcontractors (including all updates, enhancements, customizations, and other improvements thereof), as may be modified by mutual agreement of the Parties from time to time.

**23.64 TRANSITION PLAN**

“Transition Plan” means the project plan for the transition of the Services to Contractor that is described in Section 1.2.3 and a copy of which is attached hereto as Schedule C.

**23.65 TRANSITION**

“Transition” has the meaning attributed to it in Section 1.2.2.

**23.66 TRIGGERING EVENT**

“Triggering Event” has the meaning given it in Section 7.4.2.

**23.67 WORK PRODUCT**

“Work Product” means information and developments, and intermediate or partial versions thereof, including source code and object code with respect thereto, processes, methods, apparatus, programs and materials related to processing, handling, tracking, enabling or fulfilling the County’s receipt or the Services, or access to and use of the eGovernment Systems, and related policies and procedures, and designs, specifications, inventions, discoveries, improvements, ideas, know-how, techniques, materials, program materials, Software, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, other creations, and the like, whether or not patented or patentable, subject to copyright, constituting a trade secret, or otherwise protectable by law, that are created, invented, or conceived by Contractor in its performance under this Agreement, or by any Person engaged by Contractor in the performance of Contractor’s obligations or the exercise of Contractor’s rights under this Agreement, and the Intellectual Property Rights in or pertaining to any of the foregoing. All Work Product constitutes a Deliverable. Each of the Parties acknowledges that, to the extent that Work Product contains Confidential Information of another Party, such Work Product shall be subject to the provisions of Section 14 of this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

**CIVICA SOFTWARE\*:**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**CIVICA SOFTWARE\*:**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**\* Unless otherwise demonstrated that the person(s) executing this Agreement on behalf of Contractor has the requisite authority to legally obligate and bind Contractor, if the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.**

\*\*\*\*\*

**COUNTY OF ORANGE**  
**A political subdivision of the State of California**

By \_\_\_\_\_

Date \_\_\_\_\_

Approved by Board of Supervisors on: \_\_\_\_\_

**APPROVED AS TO FORM**  
**OFFICE OF THE COUNTY COUNSEL,**  
**ORANGE COUNTY, CALIFORNIA**

By: \_\_\_\_\_  
Deputy County Counsel



**SCHEDULE A**

**SCOPE OF WORK**

**I. COUNTY OBJECTIVE**

The County seeks to replace its existing Web Site platforms and on-premise Web Site support model with a turnkey eGovernment solution that is fully supported and managed by Contractor. Through this Agreement for Contractor provided eGovernment Services, the County expects to receive the following outcomes:

- Deliver information and online services to its constituents 24 x 7 x 365 via multiple online channels and formats including Web, mobile applications, mobile devices, e-mail, media, and Social Media networks.
- Deliver County Web Sites that achieve a high-level of usability, availability, reliability and performance.
- Develop and host County Web Sites via an enterprise Web content management system that has capability to centrally manage multiple County Web Sites under a common set of principles and theme, while providing capability to also manage and host independent standalone Web Sites under a single system.
- Provide County Content Authors with an intuitive, feature-rich, easy to use interface to create, manage, publish and archive online content via desktop and mobile devices.

**II. CONTRACTOR SCOPE**

Contractor shall provide the County with the following services:

1. Web Site Content Management System and Web Site Hosting
2. Web Site User Support and Training Services
3. Relationship Management Services
4. Professional Web Site Design Services
5. Web Site Transition Services
6. Custom Web Site and Web Application Development Services
7. Optional eGovernment Contractor Services

**III. CONTRACTOR RESPONSIBILITIES**

**1. WEB SITE CONTENT MANAGEMENT SYSTEM AND WEB SITE HOSTING**

**1.1. CIVICA CMS**

Throughout the term of the Agreement, Contractor shall support, continuously enhance and provide the County with a fully-hosted instance of Contractor's Content Management System (CMS) operating on servers and network hardware dedicated to the County's use. The County's

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dedicated CMS shall be architected with sufficient capacity to host all existing and future County Web Sites in compliance with Agreement Web Site Performance and Service Level requirements.

The County has an unlimited, all-inclusive, perpetual license to use this instance of Contractor's CMS to develop and host an unlimited number of County Subsites and Branded pages for access by an unlimited number of end users, site visitors, page views and interfaces to fulfill County business. Throughout the duration of this Agreement, unless agreed upon by the County in writing, Contractor's CMS shall include Out-of-the-Box eGovernment Modules, development tools and capabilities that will enable business staff to easily build and maintain effective Web Sites that meet Countywide constituent online service needs.

Contractor's CMS shall support content sharing between the Web Site and be configurable to share information/content, mix content and have multiple content streams within a Module that use the same features with different information.

CMS functionality shall include, but not be limited to the following capabilities and Modules:

### **1.1.1. Administration and Management Interface**

The Contractor's CMS shall have an administrative interface where County System Administrators can configure and manage Site and Subsite setup, user permissions, Modules, content and administrative usage activity via a multi-tiered delegated administration model. This includes capability to designate an unlimited number of Site Administrator's to manage a Site's and Subsite's global configuration, navigation, information architecture, taxonomy, search, user accounts, workflow setup and workflow queues. Each Subsite shall be capable of having an unlimited number of Subsite Administrators to establish and manage Subsite user accounts and permissions for workflow and Modules. Web Site Visitor Site Usage Activity shall be available through third (3<sup>rd</sup>) party applications such as SmarterStats and Google Analytics.

### **1.1.2. Configurable User Roles and Permissions**

The CMS shall include an interface for Site and Subsite Administrators to apply individual and group, role and permission options to an entire Web Site, Subsite, Web page (based on Contractor's folder structure), Module and administrative functions. Within the CMS framework, rights and permissions can be setup throughout the entire system, ranging from full control (System Admin) to having an individual user only authorized to maintain one type of news, which, in turn, requires approval before going live.

Subsite Administrators shall be restricted to accessing, allocating and monitoring user rights for their assigned Departments only.

A full audit trail of every change to a site and publication of new content shall be maintained by the Administration MS SQL database and made available to the County upon request.

### **1.1.3. Web Page Creation Tool**

Contractor's CMS shall include a menu-driven tool to create Web Site pages, folders and sections based on a pre-defined template or blank HTML page. Functionality within this tool shall include automatically populating Web Site indexes and metadata, generation of a Web Site's navigation structure (information architecture), configurable drop down menus and a dynamic, cascading sitemap. The tool includes full rights control and has

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multiple configurations allowing advanced users expanded control of Web Site navigation. For example, at the time of Agreement award, the CMS included 135 templates with multiple variation options.

Unless Contractor provides capability to the County's central CMS Administrator, Contractor shall be responsible for creating new Sites and Subsites per the Agreement's agreed upon service level agreement schedule.

### **1.1.4. Active Directory and LDAP Integration**

Contractor's CMS shall be capable of authenticating end users via the County's Microsoft Active Directory or Open LDAP, or the CMS's built-in directory. Regardless of authentication directory source, granular application user access controls will be maintained by the CMS. Contractor shall integrate the CMS with the County's single global active directory.

### **1.1.5. Workflow Management**

The CMS shall include a multi-stage workflow engine (up to five stages), allowing for serial workflow paths. For each section of a Web Site, and dependent on the content type, the workflow controls shall be configurable to have a different flow/approval path with any number of users assigned at each point in the process. Site and Subsite administrators shall have capability to define user workflows on a per Web Site, per page (based on Contractor's folder structure) and per Module basis, shall be able to customize global workflow e-mail notifications, and should have an intuitive interface to manage content items in the workflow queue.

All rejected/approved submissions shall be tracked with associated history information stored for future reference and reporting. Reports shall be available that detail a workflow summary/status report. Workflow shall enable content Modules to include delayed publication and auto-expiration of content based on date and time input.

### **1.1.6. Multi-Language Web Site Support**

The CMS shall have the capability to support multi-language sites and allow for dynamic translations of pages on the fly using third party solutions. To protect the County from legal issues that may arise if third-party language translation services do not interpret accurately, Web Sites hosted on the CMS shall present, and require that Web Site visitors acknowledge, the County's language translation disclaimer, prior to translation services being activated. County Web Sites created from the CMS shall meet these requirements and shall work seamlessly with language translation services such as Google Language Translation.

### **1.1.7. CMS Asset Management**

CMS assets shall be stored within the central SQL database so that various Modules within the CMS can then use the stored assets. Images uploaded into the Modules are automatically resized to be used on the site. This includes automatic thumbnail creation, Web-optimized versions of images (small and large) for news stories and storage of metadata for quick retrieval.

### **1.1.8. Video Streaming Integration**

The CMS shall be capable of integrating managed content pages with Granicus' videoing streaming system to allow for pages, jump points and documents to be accessible based on the specific requirement of the video being displayed.

**1.1.9. Web Site Universal Accessibility/ADA Compliance**

The CMS shall have built-in capabilities to enforce Web Site accessibility to a broad audience. This includes, but may not be limited to, CMS functionality that enforces Section 508 Web Accessibility Standards compliance, renders Web pages well on multiple devices and browsers and qualifies that CMS templates validate as WC3 compliant. This may include automatically creating ADA Section 508 dynamic page versions that provide full accessibility for text and display enhancers and full read back via screen readers and testing, testing that Web pages load identically with 100% functionality across all popular browsers (IE, Firefox, Chrome, Safari, Opera), and testing for graceful degradation on outdated computer systems and monitor sizes.

The Contractor guarantees the CMS (admin system only) to function at 100% on Internet Explorer only.

**1.1.10. Mobile-Friendly Web Sites**

County Web Sites developed and hosted via the CMS shall automatically generate a Mobile-Friendly version that is specifically formatted for use on mobile devices such as the iPhone, Blackberry, and Android powered phones. The CMS shall include automatic browser detection which can be configured to direct users to the appropriate Mobile-Friendly Web Site version, with an option to view the full site if they prefer. A selectable low-bandwidth version that uses low-res images to minimize file download times will be available to accommodate users with limited bandwidth access.

**1.1.11. Web Site Search**

The CMS shall include comprehensive index, search and reporting capability to enable Web Site visitors to easily find Web Site information, links and documents without knowledge of the County's organizational structure or taxonomy terms. CMS search functionality shall enable Web Site Visitors to search all County Web Sites (search entire County), or just the Web Site(s) associated with the Web Site the visitor is currently displaying (search this site). Authorized CMS End Users shall have an intuitive user interface for configuring, controlling, managing, tracking and reporting search query, results and usage activity that includes administrator capability to configure searchable departments to include any number of specific County Web Sites. Contractor grants County the option to use Contractor's embedded CMS search engine or Google Custom Site Search.

Specifically, core CMS search tools allow for search of all controlled content within the system. This allows for full Boolean searching to all the content and associated metadata. It creates dynamic displays based on the source of the information. This allows for results to be grouped and focused (e.g.: display all the jobs in one area while displaying news results in a second section). As all the information/content in the system is managed from the centralized content system, modular-based searches and displays can also be created and retrieved.

All searches to a Web Site and page visits shall be automatically tracked within the CMS to allow CMS Administrators to see what the public is searching and which pages are visited. This also allows a Web Site to automatically present the most requested pages (links on the homepage or as a series of icons) from the preselected popular page pool.

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The CMS also allows for page descriptions and dynamic construction of multi-level menus based on location and context of the individual pages and since the content is organized on a taxonomy basis it permits cross-referenced searches. It also extends the search capabilities into documents stored within FileBank (PDF, Word, Excel, PowerPoint, etc.) and can perform a full text search within these documents.

### **1.1.12. Web Site Analytics and Reporting Metrics**

The CMS comes standard with SmarterStats Web analytics software to capture and provide Web Site CMS Administrators with data on the use of County Web Sites. This includes information about Web pages visited, documents viewed and downloaded, links clicked on and the CMS Modules accessed. Contractor shall provide consultation to Web Site administrators on how to best capture required analytics and how to interpret results. The County shall have the authority and the option to have Contractor insert Google Analytics code into Web Sites.

### **1.1.13. Web Site Link Disclaimer**

County Web Sites may contain links to external County Web Sites and Web applications. Per the County's Web Site link policy, prior to transitioning Web Site visitors to a non-County link, Web Site visitors must be presented with a modal window that displays the County's Web Site link disclaimer with the option to "continue to link" or "return to the County Web page." County Web Sites hosted via the CMS will support this capability.

### **1.1.14. Out-of-the-Box CMS Web Site Modules**

Contractor's CMS includes a suite of forty-five plus (45+) featured Modules that are integrated into the CMS administration system to deliver and manage Web Site content throughout County Web Sites. The County's CMS environment will have full access to install and use Contractor's current and future CMS suite of Modules. The County expects that the Contractor will keep current, add and enhance CMS Modules in conjunction with the online industry's new and upcoming Web technologies and capabilities. Contractor reserves the right to develop Modules that will be fee-based.

The proposed CMS shall have easily configurable feature Modules that will enable non-technical business staff to develop and maintain sophisticated Web Sites without technical developer assistance. Throughout the duration of this Agreement, unless agreed upon in writing by the County, Contractor's CMS shall offer the following Modules Out-of-the-Box:

Contractor's CMS government Module suite includes, but may not be limited to:

- News and Announcements
- FileBank
- Press Releases
- A-Z Index System
- Pet Adoption
- Photo Manager
- Interactive Maps
- Admin
- Module
- Simple Forms
- Voting and Surveys
- Calendar and Events
- Phone Directory
- Job Postings
- Frequently Asked Questions
- Quicklinks Manager
- Contacts
- Media Manager
- e-Notify / E-mail Manager
- InfoGuide (Online Yellow Pages)
- Job Classifications

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Some Modules in the system allow for customization of the input system and all Modules allow for customization of the output displays. In addition, RSS feeds can be automatically generated from a number of the news/event-based Modules.

### ***1.1.14.1. News and Announcements***

Contractor's CMS includes a built-in, template-driven article editor, which provides authorized CMS End Users capability to easily create and display news and announcement articles on any page of the Web Site via several different styles. This includes the County Home Page and the Home Page of one or more selected departments. Articles can be modified, added to or removed from these pages without requiring any knowledge of HTML, FrontPage or other Web development software. The Web Site will incorporate these changes by dynamically rebuilding and reconfiguring the appropriate pages without any human interface.

The CMS includes a built-in image insertion system so that even an unskilled user can incorporate graphics into a news article. No matter which style is chosen, the CMS automatically produces the image at the correct resolution and size, without having to use any additional software, such as Photoshop.

Easy to maintain "Go Live" and "Remove" settings enable the pre-preparation, automatic posting and automatic removal of information. This helps ensure that the material on the Web Site is always current. All articles are automatically archived when removed from a site and can remain accessible to site visitors if desired. If necessary, they can be restored to the site in as few as two clicks.

This Module and its input templates will be configured to require a formal workflow approval process before publishing.

### ***1.1.14.2. FileBank***

The CMS shall provide a Module to manage a Web Site's documents and graphics. This Module shall provide functionality to search and retrieve multiple document types from the database via keyword and description associations and shall be capable of storing documents in standard formats such as MSWord, Excel and PDF. Documents and graphics stored within this Module shall be easily uploaded to a Web Site by authorized CMS End Users and downloaded by Web Site Visitors. The FileBank Module shall be configurable to restrict who can make changes and who can view the Files and documents contained within. All rights shall be controlled from within the CMS administrative framework, including the ability to preset the size limits of any file uploads, such as video segments or large PDF files.

Where appropriate, Contractor's CMS software Modules shall link directly to FileBank.

### ***1.1.14.3. Calendar***

The CMS shall have a comprehensive calendar creation, management and display Module with functionality to aggregate multiple County calendars into a single master calendar view and provide Web Site Visitors with functionality to filter County events by Department and keyword. The Calendar Module shall offer single, group and master calendars with multi-level information displays that

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includes basic event scheduling information, image displays, map locations and capability to print in daily, weekly, monthly or yearly formats and to sync an event to an Outlook calendar.

With one click, authorized CMS End Users shall be able to post approved calendar content directly to the Web Site calendars targeted. Input fields shall be comprehensive and specifically designed for typical government recurrence patterns including but not limited to event start and end times, the ability to attach documents, such as event entry forms, contacts, direct hyperlinks to an agenda for meetings and many other features. The CMS calendar management interface shall enforce a consistent taxonomy while providing functionality for Department CMS End Users to manage their own calendar entries and select which entries should roll-up to a master calendar.

### ***1.1.14.4. Frequently Asked Questions (FAQ)***

The CMS shall have a fully populated database of County frequently asked questions and answers. Contractor will populate, tag and structure the FAQ content in a manner that will enable visitors to obtain answers to their queries intuitively, rather than requiring an understanding of the County's departmental structure.

Authorized County CMS users will have capability to update the database of questions and answers.

If desired, the FAQ Module can be fully integrated with CivicaAssist and Contractor's CRM.

### ***1.1.14.5. E-Notify / E-mail Manager***

Contractor's CMS shall include an unlimited, all-inclusive, full-service mass e-mail and text communication solution capable of delivering County communications to large list such as the County's forty-two thousand plus (42,000+) Web Site subscribers. Using the CMS E-mail Manager Module, CMS End Users shall be able to create newsletter and announcement e-mails using standard built-in templates and CMS tools. Distribution lists shall be managed by authorized Subsite CMS End Users with an opt-in feature for spam and blacklist compliancy. Community members shall have capability to create and manage subscription accounts directly from the County's Web Site.

In addition to public communications, authorized CMS End Users can configure private lists and send communication and update notices to a specialized list, such as the media, local agencies or other interested groups.

### ***1.1.14.6. Enhanced A-Z Standard Search & Indexing Module***

Contractor's CMS shall include a Module to enable multi-format searches. This Module shall automatically link Web pages into the sitemap and will index page construction for both internal and external Web links, significantly improving a Web Site's search capabilities. This element of the site architecture shall work from a service viewpoint, ensuring that a Web Site Visitor does not need to search from a departmental viewpoint, with which they may not have knowledge of.

This Module allows for page descriptions and dynamic construction of multi-level menus based on location and context of the individual pages and since the content

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is organized on a taxonomy basis it permits cross-referenced searches. It also extends the search capabilities into documents stored within FileBank and on the Web Site such as PDF, Word, Excel and PowerPoint.

### **1.1.14.7. Enhanced Content Editor**

The CMS shall include an enhanced content editor Module that provides capability to develop and edit static Web Site pages using a point and click on-screen HTML editor. No programming or technical knowledge shall be required.

The inbuilt template system shall combine with the WYSIWYG editor to produce XHTML-compliant output. Even if a non-compliant HTML code is loaded into the editor, the CMS editor shall convert it to XHTML.

The CMS editor shall give CMS End Users the ability to create and modify tables and table cells, set border colors, align text, adjust cell spacing, change attributes, create and modify forms, text boxes, radio buttons, check boxes and buttons.

The system provides complete support for style sheets. HTML code that contains a `<style>` tag or link to a style sheet shall automatically be available in the style sheet drop down list on the toolbar.

Editor features include:

- Adjust font type, color, size, formatting (bold, italic, underline, subscript, superscript)
- Insert numbered and ordered lists
- Web-safe popup color picker
- Upload images directly into your content
- Insert, resize and delete images
- Modify image properties: width, height, border, alt text, alignment, etc.; add edit or delete links
- Dynamic insert from other Civica Modules
- User level-based control for icon and feature assignment
- Spell checker built in
- Inbuilt preview, rollback and versioning functions to support point in time retrieval of unpublished Web pages.
- Previously published Web pages shall be accessible to content owners throughout the life of the Agreement.
- The twenty-five (25) last edits are available within the CMS.
- Additional edits will be available through accessing off-line database back-ups.

### **1.1.14.8. Feedback Forms/Surveys**

The CMS shall feature several methods of form usage, from quick and simple visitor surveys to fully dynamic forms with backend storage, tracking and reporting to and from a Subsite database. Simple surveys shall be configurable to display onscreen results following a submission from a Web Site Visitor. All surveys can be setup to switch on and off based on date/time settings.

Forms/Surveys shall be manageable from the main CMS interface by authorized CMS End Users. Form submissions can be restricted to avoid multiple entries for a specific machine, user IP address block or a specific e-mail address.



**1.1.14.9. *Emergency Homepage***

Authorized CMS End Users shall have capability to activate a pre-configured emergency home page to quickly notify County residents during an emergency event. When activated, the Emergency notification page shall be presented as an altered home page design or news ticker.

**1.1.14.10. *Alert Notices***

The CMS shall have capability to post highly visible alert notices or announcements on various pages of a Web Site. For example, when a park trail is closed, the County's OC Parks Department shall have the ability to easily publish an alert on the Web Site for that park indicating that the trail is closed. Additionally, if there is a community emergency, the Sheriff's department may want to publish an alert on all its pages to inform the community where to go for information. The CMS shall be capable of pre-scripting alert notices and giving CMS End Users the ability to easily activate or display them on desired Web pages, including an individual alert on a single page as well as aggregating alerts to provide a single page view of all alert messages. The CMS shall provide content authoring and publishing of alerts from mobile devices, such as a Blackberry.

**1.1.14.11. *Mapping and GIS Integration***

The CMS shall include a configurable map Module to enable County departments to easily integrate maps, layered data and GIS features into their Web Sites to provide visual depictions of geographically-based information with the option to drill-down to detailed data. Contractor's CMS includes interactive templates for parks and recreation, road construction, shop and dine and facilities. County Departments can choose to use one of these Out-of-the-Box maps, or upload their own custom maps. As part of this Agreement, Contractor shall add an interactive map for the County's downtown facilities.

**1.1.14.12. *Integrated Social Networking***

The CMS shall include several options to make it easy for CMS users to integrate social networking on County Web Sites. This includes a Module to control and update County social networking accounts from within the CMS and to add Department-specific social networking icons and links to the footer of each Subsite page, such as Twitter, Facebook or the Share This tool bar. Subsites without Department-specific social networking sites shall default to County social networking icons.

Additionally, several Modules within the CMS shall be capable of generating RSS feeds that can be used to push information to Twitter or Facebook. For example a new entry into the News, Press Release or Job Posting Modules can automatically generate a Tweet.

**1.1.14.13. *Online Forms Development Tool***

The CMS shall include the capability to create simple and advanced online forms that will be used to collect electronic information from Web Site visitors and transmit data to the CMS local database. Tool requirements include an intuitive interface to create custom form fields and form designs, establish form validation requirements, add CAPTCHA or other secure processing functionality, define and

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auto-generate custom global acknowledgment e-mails, send submission notices, and facilitate e-form routing to appropriate departments.

### **1.1.14.14. Web Site Visitor Personalization**

The CMS shall include a portal system to allow Web Site Visitors to customize page information to their preferences. This functionality shall enable the County to implement a “My OC” interface on County Web Sites so that Web Site Visitors can personalize the information they want to view. Web Site Visitors shall be able to create a user identity and provide contact information if they choose. Once an identity is established, the Web Site Visitor shall be able to customize their profile with the following items: My News, My Events, My Favorites, Pages, Services, My Notifications (Manage Subscriptions).

When Contractor’s optional CRM application is also procured, the portal shall be capable of interfacing with CRM service request.

### **1.1.14.15. Friendly URLs**

The CMS shall use friendly URLs for better search engine optimization, easy bookmarking and simple Department organization. This will enable County Departments to create Web Site domain names that represent their Department and that are easy for the public to remember. The CMS shall support retaining a Site’s domain name URL throughout a Web Site Visitor’s entire visit (e.g.: the Sheriff Department’s domain name is [www.ocsd.org](http://www.ocsd.org); when a Web Site Visitor accesses [www.ocsd.org](http://www.ocsd.org) and navigates to the About Us Page, the URL display shall read [www.ocsd.org/ocsd/AboutUs](http://www.ocsd.org/ocsd/AboutUs) versus the fully qualified system reference.

### **1.1.14.16. Really Simple Syndication (RSS)**

The CMS shall include capability to create individual RSS feeds containing information published to County Web Sites, and aggregate feeds that combine information from multiple Web Sites based on a content’s information type (e.g. topic) or source (e.g., County Press Releases). Authorized Web Site Visitors shall be able to associate RSS feeds to content items.

### **1.1.14.17. Media Capabilities**

The CMS shall include Modules to make it easy to deliver rich-media material on County Web Sites. This includes capability to view, stream and provide download options of videos, slideshows and photo albums through the CMS’s Photo Manager/Slideshow and Media Manager Modules.

### **1.1.14.18. Searchable Online Directories and Tables**

The CMS shall provide a custom dynamic Module, based on the CMS’s Government Transparency Module, which will allow authorized CMS End Users to import tabular data and present that data on any Web page or Web Site. Web Site Visitors shall have capability to search, filter and column sort table data. Identified uses for online directories and tables includes: County services A-Z, key contacts, facility locations and results/research data.

### **1.1.14.19. ePayments**

The CMS shall be capable of integrating with any third party payment vendor.

**1.1.2. Civica CMS Roles and Responsibilities**

<b>Responsibility</b>	<b>Contractor</b>	<b>County</b>
Provide Site and Subsite requirements		X
Create Sites and Subsites	X	
Configure and administer CMS Modules		X
Administer Sites and Subsites		X
Create, manage and maintain Web Site content		X
Create and manage CMS user accounts and permissions		X

**1.2. eGovernment System**

**1.2.1. Application and Infrastructure Hosting**

Contractor shall be responsible for end-to-end hosting and technical support of all eGovernment Systems required to operate the County’s dedicated Web Site Environment within Agreement defined Web Site Performance and Service Levels.

Contractor’s Application and Infrastructure hosting services shall include:

*1.2.1.1.* Contractor shall host the County’s Primary Web Site Environment in a highly secure data center that has multiple Internet Service Provider pipes, sufficient Internet bandwidth, computing capacity, security, storage, monitoring, disaster recovery and IT service management and Incident response processes to meet County technical requirements, security requirements and Web Site performance metrics. Contractor’s Primary Web Site Environment shall be configured to fail-over to a County dedicated Secondary Web Site Environment hosted at a secondary data center facility for the purposes of meeting County disaster recovery service levels.

*1.2.1.2.* Contractor’s Secondary Data Center shall be geographically located on a different power grid than Contractor’s Primary Data Center.

*1.2.1.3.* Contractor’s Data Centers shall be designed and operated as Tier II or greater facilities that provide redundant uninterruptible and backup power, environmental controls and business-class Web Site hosting.

*1.2.1.4.* Contractor’s Data Centers shall have strong access controls and secure practices, such as authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County systems.

*1.2.1.5.* Contractor’s Data Centers shall function when off the power grid using a back-up generator or other source of electricity.

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- 1.2.1.6.** Contractor shall provide all hardware and software required to operate the County's Primary and Secondary Web Site Environments within County defined Web Site Performance and Service Levels.
- 1.2.1.7.** County servers and network equipment hosted at Contractor's Data Centers shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24 x 7 x 365 monitoring and prompt installation of new software updates, hot fixes and security patches.
- 1.2.1.8.** Contractor shall disclose to the County any data center security audits performed within the last five (5) years and upon County request during the term of this Agreement.
- 1.2.1.9.** At a minimum, Contractor shall provide and support two (2) County CMS Environments at the Primary Data Center: a production environment to host the County's primary production Web Site and CMS; and a development/test environment to be used for Web Site and CMS staging and quality assurance testing. Upon request Contractor shall synchronize content from the Production environment to the Development/Test environment up to two times annually.
- 1.2.1.10.** At a minimum, Contractor shall provide and support one (1) CMS environment at the Secondary Data Center to host the County's disaster recovery fail-over Production Web Site and CMS environment.
- 1.2.1.11.** Contractor shall develop and keep current a Disaster Recovery Plan that includes thorough documentation and the process to activate and deactivate the County's disaster recovery CMS and Web Site environment.
- 1.2.1.12.** Contractor shall cooperate with any County on-site audit or penetration test of Contractor managed systems.
- 1.2.1.13.** Within twenty-four (24) hours of experiencing a Critical System Failure or Catastrophic Event that is preventing County Web Sites from properly rendering from the County's Primary Web Site and CMS Environment, Contractor shall activate the disaster recovery plan and fail-over to the Secondary Web Site and CMS Environment.
- 1.2.1.14.** Contractor shall ensure that primary Web Site content and capabilities are replicated to the Secondary Web Site and CMS Environment every twenty-four (24) hours and at no time shall content within the Secondary Web Site and CMS Environment be more than twenty-four (24) hours outdated.
- 1.2.1.15.** Contractor disaster recovery services shall be tested prior to the County "going live" with Web Sites on Contractor provided environments, and annually thereafter.
- 1.2.1.16.** Contractor shall remediate any issues discovered with the disaster recovery process within ten (10) days of testing, or an agreed upon schedule.
- 1.2.1.17.** Disaster Recovery test shall be repeated at no additional cost to the County until the County deems successful via written communication.

**1.2.2. Architectural, Performance, Sizing and Capacity Planning Services**

Contractor shall provide system architectural, sizing and capacity planning recommendations that will enable County Web Sites to operate at optimal performance and within acceptable County Web Site Performance and Service Levels at all times.

*1.2.2.1.* Contractor shall architect County Systems to meet County performance, security and site structure requirements.

*1.2.2.2.* Contractor shall architect e-commerce collection service systems in full compliance with Payment Card Industry Data Security Standards (PCI DSS). Current County Web Site e-commerce services are performed via multiple third party vendors and gateways. This requirement anticipates that the County may desire to administer this service in-house in the future.

*1.2.2.3.* Contractor shall conduct routine architectural, capacity and operational reviews of the County's production Systems and, at a minimum annually, recommend and implement architectural improvements to enable improved Web Site and CMS performance, Availability, reliability and sustainability in accordance with County Web Site Performance and Service Level targets.

**1.2.3. IT Service Management**

Contractor shall manage County Systems under a consistent set of IT life cycle services that utilizes industry standards and best practices such as those found in BSI 15000, ISO 9000, ISO 17799, ISO 20000, COBIT and ITIL/ITSM.

*1.2.3.1.* Contractor shall perform proactive and reactive operational support tasks that shall result in the fulfillment of County Web Site and CMS service level requirement performance targets.

*1.2.3.2.* Contractor shall perform 24 x 7 x 365 Incident logging, troubleshooting, resolution and escalation per defined Incident service level requirements.

*1.2.3.3.* Contractor shall perform routine health checks of all County Systems daily and record results and make them available to the County upon request within five (5) days of notice.

*1.2.3.4.* Contractor shall perform system changes in accordance with an agreed upon change management and notification process.

*1.2.3.5.* Contractor shall perform routine System maintenance and planned System changes within an agreed upon Maintenance Window or County agreed upon schedule.

*1.2.3.6.* Contractor shall perform and retain hot and cold backups of the Systems that support County Web Sites in accordance with County defined backup and recovery service level requirements.

**1.2.4. CMS and Web Site Application Licensing, Maintenance and Support**

Contractor shall be responsible for providing the County with Web Site and CMS application licensing, installation, maintenance and support for all County Web Site and CMS Environments hosted by Contractor. This includes, but may not be limited to

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Contractor's CMS, database, middle-ware and Web service layers required to deliver County Web Sites powered by Contractor's CMS.

*1.2.4.1.* Contractor shall provide full application licensing, installation, maintenance and support services for each County Web Site and CMS Environment hosted by Contractor that includes release management of product enhancements and new product versions.

*1.2.4.2.* Contractor shall proactively monitor all Web Site and CMS application components to recommend and perform appropriate corrective action when conditions are present that place County Web Sites and related systems at risk of technical failure, service degradation or a service Outage.

*1.2.4.3.* Contractor shall perform Web Site and CMS application performance tuning as deemed necessary to enable Web Sites and the CMS to perform within County-specified Web Site Performance and Service Levels.

### **1.2.5. Web Site Performance Testing, Monitoring and Reporting**

To ensure County Web Sites perform at desired levels, Contractor will be required to test, monitor and report on Web Site performance activity.

*1.2.5.1.* Contractor shall monitor Web Site Visitor performance results using County Web Sites to ensure Systems are performing within County defined performance levels.

*1.2.5.2.* Contractor shall document Web Site performance issues and notify County contacts via e-mail when performance levels are within -5% of performance target levels.

*1.2.5.3.* Contractor shall identify the root cause of performance degradation and take corrective action to resolve issues and promptly bring performance back within acceptable levels.

*1.2.5.4.* Contractor shall provide a monthly "Production Systems Performance and Capacity Report" that demonstrate actual County Web Site performance. Report format and content shall demonstrate actual performance levels produced in comparison to established performance metrics. Report content shall include monthly metrics of Web Site Availability and Performance, Support Incidents, Security Breaches and System Capacity, Problems, Issues, and Risks.

*1.2.5.5.* Contractor shall perform stress test of County Web Site Systems using an agreed upon test script prior to implementation of County Web Sites on Contractor Systems as well as through the duration of the agreement when new software, architectural changes or new Web Site applications or Modules are introduced into Web Site and CMS environments.

*1.2.5.5.1.* Contractor shall initiate System stress testing when application changes are applied, or as deemed necessary by the County, to ensure the County's Web Site environment remains capable of meeting defined performance levels.

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1.2.5.5.2. Contractor shall maintain a repository of benchmark Web Site stress test results and all subsequent test reports, and make available to the County within three (3) business days of request.

1.2.5.5.3. Contractor shall develop reusable Web Site stress test scripts.

1.2.5.5.4. Contractor shall report and initiate appropriate corrective action on the production Web Site System when stress test results do not meet County Web Site performance requirements.

## **2. WEB SITE USER SUPPORT AND TRAINING SERVICES**

### **2.1. WEB SITE USER SUPPORT AND ADVISORY SERVICES**

Contractor shall provide end-to-end user support on use of Contractor-provided solutions to the County's defined eGovernment Team.

### **2.2. Contractor's Web Site User Support and Advisory Services shall include:**

Contractor shall provide and keep up-to-date a secure customer support portal that contains a product knowledgebase, end user training material and Contractor contact information. This portal should allow the County to submit Incident tickets and Service Request, and to check the status of these tickets. Access to the portal to retrieve County-specific information shall be limited to County's authorized eGovernment Team.

2.2.1. Contractor shall provide routine phone support, Monday – Friday, 8 am to 5 pm PST, to County eGovernment Team members on use of Contractor provided Systems and products. This shall cover support related assistance such as how to accomplish a task, how to use a System feature and how to troubleshoot an issue.

2.2.2. Contractor shall provide emergency phone support 24x7x365 to report technical issues and receive after-hours emergency assistance with use of Contractor Systems and products such as how to accomplish a Critical task or troubleshoot a Critical issue. Critical is defined as the County needing to publish important Web Site content prior to the next Business Day.

2.2.3. Contractor shall provide Web Site Development and Product Advisory Services throughout the term of this Agreement. Advisory services will require Contractor to possess and retain an in-depth knowledge of the industry's current and future eGovernment capabilities, opportunities, technologies and trends, as well as be intimately familiar with the online goals and requirements of the County.

### **2.3. TRAINING AND MATERIAL**

2.3.1. Contractor shall provide on-site, hands-on training of Contractor's CMS to an estimated 400 County staff. Multiple class curriculums will be required to meet the objectives of training staff based on their CMS End User role and Web Site management responsibility. In addition to how to use the CMS, training curriculum may include topics such as effective search optimization techniques and analytics use and results interpretation.

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Contractor shall provide twenty (20), three (3) hour, on-site training sessions at the time of CMS migration and then throughout the life of the Agreement.

- 2.3.2. Contractor shall provide instructional videos of specific CMS and eGovernment System functionality such as using a particular Module, achieving search effectiveness and step-by-step instructions on how to publish Web pages.
- 2.3.3. Contractor shall provide an online help directory and printable user guides and manuals on how to use the CMS and eGovernment Systems.
- 2.3.4. Contractor shall offer and conduct general (non-County specific) CMS End User training sessions via live Webinar format, at minimum, once a month.
- 2.3.5. Contractor shall provide continuous user training on newly released product features and functionality per the training methods listed above.

### **3. RELATIONSHIP MANAGEMENT SERVICES**

Contractor shall provide a dedicated Relationship Management Team to partner with the County's Relationship Manager and Web Site and CMS Site Administrators to deliver effective Web Site services to County Departments and the public. Contractor's Customer Care Team shall include executive, management and technical professionals that will be responsible for ensuring Contractor services are satisfactorily delivered to the County, and that they are in full compliance with Agreement terms.

Contractor's Relationship Management Services shall include:

- 3.1. Contractor shall assign and retain, throughout the life of the Agreement, a dedicated team responsible for fulfilling Contractor obligations and for meeting the County's expectations.
- 3.2. Contractor shall assign a Contractor Relationship Manager responsible for overall Agreement management and day-to-day account management to work closely with the County's Relationship Manager to ensure Contractor's services and eGovernment solutions continuously meet County needs.
- 3.3. Contractor shall perform all necessary Relationship Management activities required to manage Contractor services, activities and tasks associated with project-based work deliverables.
- 3.4. Contractor shall provide an agreed upon written monthly Production Systems Performance and Capacity Report that includes Service Availability, Web Site Performance, Support Incidents, Capacity, problems, issues, and risks.
- 3.5. Contractor shall possess a thorough understanding of the County's eGovernment goals, objectives and initiatives by participating, as requested, in County business discussions.
- 3.6. Contractor shall, on a quarterly basis, inform the County of the status of Contractor's product and service offerings including tactical and strategic roadmaps.
- 3.7. Contractor shall provide sound recommendations to the County on product use, enhancements, and upgrades that will enable the County to continuously optimize and expand its eGovernment Systems and constituent service delivery offerings.



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- 3.8. Contractor shall provide the County with an impact analysis of applying product upgrades (minor or major) to Contractor provided and managed Systems.

#### 4. **WEB SITE DESIGN SERVICES**

At the time of transitioning County Web Sites to Contractor's CMS, Contractor shall perform a re-design of fifty-three (53) County Web Sites that utilize a common County Corporate Design. This includes working with a County cross-Department Team to develop a corporate design that consist of common branding such as a unified header and footer, common color palette variations, and similar layout structures (5-10 different homepage layout options, each with full access to Contractor's CMS Modules and tools such as calendars, news and announcement). Additionally, within and cohesive with the County's Corporate Design framework, Contractor shall work with individual departments to develop Department-specific designs that meet Department-specific objectives.

The County's Corporate Design shall comply with established County eGovernment policies and design principles that focus on making it easy for the general public to navigate, locate information and have confidence in transacting electronically with County departments. A consistent user experience shall be achieved through the use of common or like themes, styles, brands, images, terms, information categorization, corporate channels, features, functionality and page layouts across all Web Sites while retaining a Department's goal of having a design that expresses a Department's creativity and individuality to meet the needs of their specific business and target audience.

Contractor Web Site design services shall include:

- 4.1. Facilitating the Web Site design lifecycle, leading design sessions, producing design prototypes and comps, designing and producing banners and icons, integrating design elements into County Web Sites, creating multiple design templates and setting up the CMS with the County's Corporate Design, Subsite Designs and Branded Pages.
- 4.2. Using visual tools such as mood boards to engage County teams in the design process.
- 4.3. Designing and providing logos, banners, artwork, graphics and icons for use on County Web Sites.
- 4.4. Designing and producing a Mobile-Friendly version of each Web Site.
- 4.5. Performing information architecture assessment, guidance and recommendations.
- 4.6. Producing a documented Web Site style guide for each Site.
- 4.7. Ensuring compliance with Web Site usability best practices, Section 508 Web Accessibility Standards, W3C Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines and County Web Site Design Principles.

#### 4.8. **WEB SITE DESIGN ROLES AND RESPONSIBILITIES**

Responsibility	Contractor	County
4.8.1. Provide verbal and written Web Site design objectives and requirements		X
4.8.2. Facilitate design requirements gathering sessions	X	

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Responsibility	Contractor	County
4.8.3. Produce design prototypes and comps	X	
4.8.4. Select and approve Site and Subsite designs		X
4.8.5. Develop and integrate into CMS County approved Web Site designs	X	
4.8.6. Provide consultation and facilitate information architecture discussions	X	
4.8.7. Provide County information architecture requirements		X
4.8.8. Recommend global and Department information architecture schemas	X	
4.8.9. Approve global and Department information architecture		X
4.8.10. Design Web Site banners, art, graphics, images	X	
4.8.11. Approve Web Site banners, art, graphics, images		X
4.8.12. Provide Web Site stocked photography		X
4.8.13. Produce written style guides	X	
4.8.14. Approve style guide deliverables		X
4.8.15. Approve final Web Site designs		X
4.8.16. Request changes to Web Site designs after initial go-live		X
4.8.17. Recommend enhancements to Web Site designs after initial go-live	X	
4.8.18. Pre-approve any change to Web Site designs after initial go-live		X
4.8.19. Make changes to Web Site designs after initial go-live	X	
4.8.20. Approve changes to Web Site design after initial go-live		X

### 5. TRANSITION COUNTY WEB SITES

Within six (6) months of contract commencement, Contractor shall transition existing County Web Sites onto the County's Civica Software platform using the new Contractor-provided and County approved Web Site designs.

Contractor's Web Site Transition Services shall include:

- 5.1. Providing the County with an agreed upon Transition Plan that identifies the approach, milestones, tasks, timeline and resource assignments required to transition County Web Sites to Contractor provided Systems.
- 5.2. Attending and leading on-site, and when agreed upon, Go To meetings to provide Web Site consultancy services such discovering and documenting County Web Site requirements,

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providing guidance on Web Site usability best practices, facilitating the Web Site design process, recommending Web Site content and transition techniques, reviewing Web Site transition progress and providing Web Site transition support services.

- 5.3. Providing County Web Site transition coordinators with pre-populated Web Site worksheets and/or automated Web Site transition tools to minimize the level of effort required by County staff to transition County Web Sites to Contractor’s CMS under the new County Web Site designs.
- 5.4. Configuring Contractor’s CMS to authenticate from the County’s global active directory and to host County corporate and Department-specific Web Sites per County provided functional, design and system/site administration requirements.
- 5.5. Creating within the CMS a County home site (ocgov.com) and fifty-three (53) Subsites, for each Web Site listed in Addenda A, and populating each Subsite with County provided content.
- 5.6. Performing quality assurance of transitioned Web Sites prior to delivering to County Departments for Acceptance Testing.
- 5.7. Providing County Departments with user acceptance test scripts and a structured format and process for reporting any inconsistencies that require Contractor remediation.
- 5.8. Transitioning Web Sites onto Contractor-hosted CMS environments in accordance with County approved designs, content requirements and the Transition Plan.
- 5.9. Transition County Web Sites Roles and Responsibilities:

Responsibility	Contractor	County
5.9.1. Provide requirements for new Web Sites		X
5.9.2. Facilitate Web Site transition meetings and discussions	X	
5.9.3. Provide Web Site content transition expertise, tools and processes	X	
5.9.4. Participate in Web Site transition discussions and meetings		X
5.9.5. Develop new Web Sites per County requirements	X	
5.9.6. Migrate County-approved content to new Web Sites	X	
5.9.7. Develop User Acceptance Test Scripts	X	
5.9.8. Approve User Acceptance Test Scripts		X
5.9.9. Perform Quality Assurance on new Web Sites	X	
5.9.10. Perform Acceptance Testing		X
5.9.11. Approve new Web Site go-live readiness		X
5.9.12. Deploy new Web Sites	X	
5.9.13. Provide an automated tool to facilitate Web Site transition activity	X	

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Responsibility	Contractor	County
5.9.14. Project manage County Web Site transition team		X
5.9.15. Project manage Contractor Web Site transition team	X	
5.9.16. Provide requirements for Web Site Transition Plan		X
5.9.17. Produce Web Site Transition Plan	X	
5.9.18. Approve Web Site Transition Plan		X

### 6. CUSTOM WEB SITE AND APPLICATION DEVELOPMENT SERVICES

Throughout the term of the Agreement, Contractor shall be available to provide the County with custom Web Site and Web application development services. Contractor’s custom Web Site and Web application development services are not included within the Agreement’s core services and shall be procured through submission of an In-Scope Work Order per Section 2.3. For County Department-specific custom Web Site and Web application development services, a Subordinate Contract may be required. The County is under no obligation to procure Contractor’s custom Web Site and application development services.

#### 6.1. CMS OR WEB SITE DEVELOPMENT SERVICES

Contractor shall be available to provide the County with custom CMS Modules or Web Site and Web application development services to enable the County to deliver information and services to the public online via County-specific requirements not offered within Contractor’s Out-of-the-Box CMS.

##### 6.1.1. **Mobile Application Development Services**

Contractor shall be available to provide the County with mobile application development services for Mobile systems including but not limited to iPhone, Android and Blackberry.

##### 6.1.2. **Application Programming Interface (API)**

Upon request and within service level requirement deliverable timeframes, Contractor shall provide the County with CMS API’s in accordance with County business requirements.

##### 6.1.3. **Foreign-Language Versions**

The CMS has built in capabilities to host multiple foreign language versions of a specific County Department section of the Web Site. This feature shall be customizable to accommodate County-specific CMS foreign language business requirements, including workflow functionality or integration with an existing CMS used by the County or other 3rd party software solution.

##### 6.1.4. **Permits and Licensing**

Upon request, a custom Module shall be added to the CMS to process permits and perform on-line licensing of business transactions per County requirements that require functionality beyond the CMS Out-of-the-Box online forms development Module.

##### 6.1.5. **Central Web Payment Portal**

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Contractor shall be available to provide the County with a secure central Orange County Web Payment Portal that will provide the public with a single location and interface for processing all County online payments for various departments.

### **6.1.6. Multiple Active Directory Integration**

Contractor shall be available to integrate the CMS to authenticate from multiple County Active Directories.

### **6.1.7. Map Setup and Data Conversion**

Contractor shall be available to provide Web Site map setup and data conversion services that include creating, customizing, converting and inputting map data, and installing new maps on County Web Site. Map data elements shall include map description, preferred graphic elements and map icons, map data points (mailing address or long/lat.), data point details, and location for the map to reside on the Web Site.

## **6.2. CMS SUBSITE CREATION SERVICES**

Contractor shall provide Subsite creation services that will result in unique County Web Sites operating under a central installation of the CMS. Subsites may have their own unique navigation, homepage layout and design and secondary page design that may or may not inherit global design elements. Contractor's standard Subsite creation service includes design and integration of the Subsite within the CMS. As an option, the County may provide Contractor with a design .PSD file and Contractor will integrate the County provided design into the CMS at the reduced rate identified in Schedule B.

## **6.3. BRANDED DEPARTMENT WEB PAGE OPTIONS**

Contractor shall be available to perform Web Site design and integration services that will result in secondary Web pages having unique look and feel elements including but not limited to additional **graphic elements, unique color schemes, photo backgrounds and quick link buttons.**

## **6.4. CONTENT MIGRATION SERVICES**

Contractor shall be available to perform Web site content migration services to transfer and restyle content from an external source (another Web Site, word or text document) into the County Web Site. Content Migration specialists will create the page, configure the appropriate page layout, and format the provided content in a way which matches the current Web Site design rules and style guide.

## **6.5. LICENSE, DESIGN, INTEGRATE AND TRANSITION STAND ALONE UNIQUE CMS COUNTY WEB SITES**

Contractor shall provide the County a Perpetual CMS License and install a Stand Alone version of Contractor's CMS into County's CMS Environment, and provide design and migration services outlined in section 3 and section 4 for all Stand Alone Unique Web Sites.

## **7. OPTIONAL CONTRACTOR SERVICES**

Throughout the term of the Agreement, Contractor shall offer to the County, for a competitive fee, optional Contractor services that are consistent with, and in relation to, the County meeting its eGovernment objectives. Shall the County choose to procure Contractor's optional services; the County will provide Contractor with an In-Scope Work Order.

### **7.1. CONTENT WRITING SERVICES**

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Contractor offers Web Site content writing services for Departments seeking guidance to create new Web Site content. Contractor's approach to delivering content writing services includes meeting with Department members to establish a foundation for what type of content is desired, conducting appropriate topic research and delivering cleanly written, formatted and styled content to the County Web Site.

### **7.2. 360 DEGREE VIRTUAL TOUR VIDEO**

Contractor offers 360 degree virtual tour video services for rendering and uploading videos to County Web Sites. Contractor's approach to delivering 360 degree virtual tour video includes the use of sophisticated equipment to capture a series of 360-degree video at County's chosen location, processing the videos, connecting the various camera positions at the location into an interactive "virtual tour" Web experience and uploading the virtual tour onto County Web Sites where Web Site Visitors will have full control to pan, zoom and virtually travel through the project location.

### **7.3. WEB PHOTOGRAPHY SERVICES**

Contractor photography services includes having a professional photographer shoot full-frame digital photos of County-specified locations, such as landmarks, facilities, architectural structures and public areas, and processing photos for Web-based delivery.

### **7.4. CIVICAASSIST CONSTITUENT RELATIONSHIP MANAGEMENT (CRM)**

Contractor offers a Web-based government request and issue management system called CivicaAssist. CivicaAssist is scalable for use by individual County Departments, or the County as a whole. CivicAssist can be purchased as a standalone system or in full integration with Orange County's Web Sites, Intranets, Extranets and/or Kiosks.

### **7.5. CIVICAASSIST CUSTOMIZATION AND ENHANCEMENT SERVICES**

Per the Agreement's Fee Schedule, Contractor offers CivicaAssist customization and enhancement services.

## **8. WEB SITE PERFORMANCE AND SERVICE LEVELS**

Contractor shall meet County Web Site Availability and performance targets and support Service Levels. Contractor shall retain the requisite personnel, processes, facilities and infrastructure to ensure County metrics and service requirements are met in accordance with the agreement.

Contractor Web Site Performance and Service Levels shall include:

Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
<b>8.1.</b>	<b>Availability</b>			
8.1.1.	Web Site Uptime	Web Site Availability	99.5%	100%
8.1.2.	Content Management System Uptime	CMS Availability	99.5%	100%
8.1.3.	Disaster Recovery	Time to recover	Twenty-four hour RTO	100%

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Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
8.1.4.	Disaster Recovery Content	Content Age	Within twenty-four (24) hours of any production system updates	100%
<b>8.2.</b>	<b>Performance</b>			
8.2.1.	Web Site Performance	Performance	1,000 concurrent users at sub-second page response	100%
8.2.2.	Concurrent CMS Users	Performance	Support a minimum of 100 concurrent CMS users	100%
<b>8.3.</b>	<b>IT Service Management</b>			
8.3.1.	System Monitoring	Reports	24 x 7 x 365	100%
8.3.2.	Perform System Stress Test	Report	Prior to releasing changes to production Systems	100%
8.3.3.	System Stress Test Archive	Report	Indefinitely	100%
<b>8.3.4.</b>	<b>Incident Resolution (reference table A for priority level definitions)</b>			
8.3.4.1.	Incident Notification Priority 1-2	Time to respond	Less than fifteen (15) minutes	98%
8.3.4.2.	Incident Notification Priority 3	Time to respond	Less than twenty minutes	98%
8.3.4.3.	Incident Resolution Priority 1	Time to resolve	Less than one (1) hour	98%
8.3.4.4.	Incident Resolution Priority 2	Time to resolve	Less than two (2) hours	98%
8.3.4.5.	Incident Resolution Priority 3	Time to resolve	Less than four (4) hours or within an agreed upon timeframe	98%
8.3.4.6.	Incident Root Cause Analysis Priority 1 and 2	Time to report	Within twenty-four (24) hours of Incident Resolution for technical issues	98%
8.3.4.7.	Incident Logging and Tracking	Report	All incidents	100%
8.3.4.8.	Incident Log Retention	Report	Throughout agreement	100%
8.3.4.9.	Perform Routine Health Checks and Log Findings	Report	Daily	100%
8.3.4.10.	Performance and Capacity Reports	Report	Monthly	100%

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Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
8.3.4.11.	Platform Operational Review & Enhancement	Report	Annually	100%
8.3.5.	Backup and Restoration			
8.3.5.1.	System Backup	Report	Weekly	100%
8.3.5.2.	Data Backup	Report	Daily	100%
8.3.5.3.	Data Restoration	Report	Twenty-four hours from request	100%
8.3.5.4.	Content and Audit Log Archive	Report	Two (2) years	100%
8.3.5.5.	Planned Maintenance Change Window	Schedule	Any Sunday 3:00am-5:00am PST	100%
8.3.5.6.	Disaster Recovery Plan	Up-to-date Plan	On file and updated annually	100%
8.3.5.7.	Disaster Recovery Fail-Over Test	Successful fail-over	Annually	100%
<b>8.4.</b>	<b>Security</b>			
8.4.1.	Prevent Unauthorized Access to County Web Sites	Security breach prevented	Unauthorized individuals and systems will be prevented from entering the County's Web Site environment	100%
8.4.2.	Security Intrusion Detection and Reporting	Report	Monitor 24 x 7 x 365, Report Monthly	99.9%
<b>8.5.</b>	<b>Service Desk</b>			
8.5.1	Routine Support Availability	Schedule	Monday-Friday 8:00am-5:00pm PST, excluding County Holidays	100%
8.5.2.	After Hours Support Availability	Schedule	24 x 7 x 365	100%
8.5.3.	Service Desk Support Resolution	Time to resolve	Less than one (1) hour Less than two (2) hours	90% 10%
<b>8.6.</b>	<b>Work Orders</b>			
8.6.1.	Site Creation	Deliverable	Per agreed upon project schedule	100%
8.6.2.	SubSite Creation	Deliverable	Twenty (20) days from request,	100%



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Section #	Service Requirement	Service Measure	Performance Target	SLR Performance %
			ten days from receiving County design requirements	
8.6.3.	API to data on Contractor Systems	Deliverable	Sixty (60) days	100%
8.6.4.	User Audit Trail and CMS Usage Activity Information	Report	Forty eight (48) hours	100%
8.6.5.	Unmanaged Content Modification – Minor	Minor Modifications Performed	Two (2) business days	100%
8.6.6.	Unmanaged Content Modification – Major	Major Modifications Performed	Per agreed upon timeline	100%
8.6.7.	Synchronize content from Production Environment to the Development/Test Environment	Content Synchronized	Per agreed upon timeline	100%

**Table A. Incident Resolution Definitions**

Incident Priority Level	Description
<b>1 – High</b> (Emergency/Urgent)	<p>The Incident or problem is causing Web Site downtime, is causing major Web Site performance degradation, is preventing a component on the Web Site from working properly, or the County is not able to publish Critical Content to a County Web Site(s).</p> <p>Example:</p> <ul style="list-style-type: none"> <li>• www.ocgov.com is not rendering pages properly</li> <li>• An existing Web Site online form is experiencing a technical error</li> <li>• Contractor’s CMS is not available or is malfunctioning and preventing CMS End Users from updating content on a County Web Site</li> <li>• A CMS End User is not able to publish a Critical Content update to the Web Site</li> </ul>
<b>2 – Medium</b>	<p>The Incident or problem is preventing a CMS Module from functioning within the CMS or when accessed from a Web Site</p> <p>Example:</p> <ul style="list-style-type: none"> <li>• Calendar Module is not properly displaying calendar events</li> <li>• CMS End User is receiving a technical error when trying to save a new online form</li> <li>• A CMS content end user is not able to publish a Routine Content update to the Web Site</li> </ul>

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Incident Priority Level	Description
<b>3 – Low</b>	<p>An Incident that has little impact on Web Site or CMS use experience and can be handled on a scheduled basis. A Workaround is available.</p> <p>Example:</p> <ul style="list-style-type: none"> <li>• Web Site RSS subscribers are not receiving notifications.</li> <li>• County deemed non-critical malfunction</li> <li>• Preventive maintenance</li> </ul>

### SCHEDULE A DEFINITIONS

“**Acceptance Testing**” shall have the meaning set forth in Section 3.1 of the Agreement.

“**API**” means application programming interface.

“**Availability**” means is the percentage of time that a given Service or System is fully operational and available when its resources are called upon at a random point in time. Availability represents a measure of the fraction of time (expressed as a percentage) during a defined period when the Service or System is deemed to be equal to or better than a Designated Service Level.

$$\text{Availability (\%)} = 100\% - \text{Unavailability (\%)}$$

- Where Unavailability is defined as:
  - Σ Unplanned Outage Duration x 100%
  - Schedule Time - Planned Outages

Availability measurement calculations shall be limited to those Service and System components that are directly under the control of Contractor, as well as Service and System components for which Contractor is responsible for subcontracting to Third Parties.

“**Boolean Search**” means capable of combining words and phrases into search statements to retrieve Web pages and documents.

“**Branded Page**” refers to a Web page of a CMS Subsite that has been developed with a unique title bar graphic and feature buttons.

“**Business Day**” means any day on which the County of Orange is open for business.

“**CAPTCHA**” refers to a type of challenge-response test that can be incorporated in the online form submission process as an attempt to ensure that the response is generated by a person.

“**Catastrophic Event**” refers to an unrecoverable incident.

“**Change(s)**” means any change, modification, action or decision with respect to the Services or the Systems.

“**CMS**” refers to Content Management System

“**CMS Administrator**” refers to County staff responsible for administering a CMS Site.

## Attachment B

“**CMS End User**” means a user that has been granted an account and access to use Civica CMS.

“**Content Author**” means a user that has been granted an account to use Civica CMS for the purpose of creating content.

“**Contractor Relationship Manager**” shall have the meaning set forth in Section 4.1.1 of the Agreement.

“**County’s CMS Environment**” refers to Contractor’s CMS operating on County dedicated servers.

“**County’s eGovernment Team**” refers to County approved workforce members designated to work with Contractor.

“**County Corporate Design**” refers to County common Web Site design elements that are inherited by designated Subsites.

“**County Global Active Directory**” refers to the County’s authoritative CMS End User authentication source.

“**County Relationship Manager**” shall have the meaning set forth in Section 4.2 of the Agreement.

“**County System Administrator**” refers to the CMS Site Administrator

“**Critical System Failure**” refers to a failure that could, has or is preventing County Web Site Availability.

“**Critical Content Update**” shall mean the County needs to publish important Web Site content prior to the next Business Day.

“**CRM**” refers to Constituent Relationship Management.

“**CMS**” refers to Content Management System.

“**Department**” refers to a County Agency or Department.

“**Disaster Recovery Plan**” shall have the meaning set forth in Section 23.26 of the Agreement.

“**eGovernment**” refers to a governments use of online technologies to provide information and services to and to transact business with constituents.

“**eGovernment Systems**” shall have the meaning set forth in Section 23.31 of the Agreement.

“**Fee Reductions**” shall have the meaning set forth in Section 6.8.

“**Google Analytics**” refers to Web Site tracking software provided by Google.

“**Google Custom Site Search**” refers to Google’s paid Web Site search engine service.

“**Go To Meetings**” refers to meetings held via computer and conference call technology.

“**iCAL**” refers to a computer file format which will allow Web Site Visitors to send meeting requests to other Internet users or their e-mail application.

## Attachment B

“**Incident**” means any event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service.

“**Incident Resolution**” means the point at which Contractor has responded to an Incident and/or Problem and Contractor has either: (a) successfully diagnosed and taken appropriate corrective actions to return the systems(s) or service(s) to an acceptable level of operability and performance to the County to conduct business (including conducting and concluding a Root Cause Analysis as required); or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to the County. In both cases, the Incidents not resolved until the County is convinced and satisfied that it has been resolved.

“**LDAP**” means Lightweight Directory Access Protocol.

“**Maintenance Window**” is a County-approved period of time during which preventive maintenance that could cause disruption of service may be performed. SLR calculations exclude Maintenance Windows.

“**Malware**” means software designed to infiltrate or damage a computer system without the owner's informed consent. Software is considered Malware based on the perceived intent of the creator rather than any particular features. Malware includes computer viruses, worms, trojan horses, most rootkits, spyware, dishonest adware, crimeware and other malicious and unwanted software.

“**Mobile Application**” refers to an installable application that can access a phone’s tools.

“**Mobile-Friendly**” refers to a Web Site version that delivers all site content in a way that is visually pleasing and easy to use under the screen size and bandwidth constraints of a mobile device. Considerations are taken for finger touch screen operation, as well as button resizing and reformatting of content.

“**Module**” means a component of the CMS that can be configured and managed by an assigned end user administrator.

“**Out-of-the-Box**” means functionality or capability that is provided within Contractor’s base offering and is readily available for use by the County without separately procuring Contractor customization services.

“**Outage**” means a specialized case of an End User Break/Fix call affecting a substantial group of End Users (“flood calls”); calls are placed to the Service Desk to inform, inquire or complain about accomplishing tasks with, accessing or operating IT resources.

“**PCI**” refers to the Payment Card Industry.

“**Primary CMS Environment**” refers to the County’s production CMS and Web Site hosting location.

“**Primary Data Center**” refers to the hosting facility that host the County’s production Web Site and CMS environments.

“**Problem**” means a condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

“**Production Systems Performance and Capacity Report**” refers to the report Contractor produces and provides to the County each month to demonstrate how well the Systems under this Agreement are performing. Report content includes monthly metrics of Web Site Availability and Performance, Support Incidents, Security Breaches and System Capacity, Problems, Issues, and Risks.

## Attachment B

“**Contractor Relationship Management Team**” refers to Contractor’s designated team assigned to work directly with the County’s Relationship Manager and Web Site Administrators to fulfill Agreement objectives.

“**Reporting Period**” means all reports are provided on a monthly basis, within three (3) Business Days of the close of the calendar month, unless stated otherwise.

“**Resolve**” or “**Resolution**” means to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the System and/or End User(s) to non-degraded full functionality. Implementing a Workaround is a partial or temporary resolution.

“**Root Cause Analysis**” is a Problem Management analysis process used in determining and documenting the unknown underlying cause(s) (e.g., root causes) of one or more Incidents and ensuring that appropriate actions are taken to correct the situation to minimize the possibility of recurrence of the Incident(s) or events. It is also used as a predictive process in identifying and analyzing trends that could result in the future occurrence of one or more Incidents.

“**Secondary CMS Environment**” refers to the County’s disaster recovery CMS and Web Site hosting location.

“**Secondary Data Center**” refers to the hosting facility established to provide disaster recovery fail-over services to the County’s CMS environment.

“**Service Level**” means, generally, a minimum acceptable level of service or performance for a particular task, activity, or Service performed by Contractor.

“**Service Request**” means a request made via Call, e-mail, Web chat, or other means regarding a range of in scope service offerings.

“**Site**” means a Web Site operating on a separate installation of the CMS.

“**Site Administrator**” refers to a CMS End User with Site Administrator permissions.

“**Site Usage Activity**” refers to capturing and storing data about a Web Site Visitor’s use of a Web Site such as date and time, pages viewed, links clicked and exit pages.

“**SLR**” means Service Level Requirement and is a standard for performance of the Services.

“**Smarter Stats**” refers to the CMS’ standard Web analytics software used to capture and provide Web Site CMS Administrators with data on the use of County Web Sites.

“**Social Media**” refers to a group of Internet-based applications and that allow the creation and exchange of user-generated content.

“**SOP**” means standard operating procedure.

**Subsite** means an individual Web site inside the CMS instance with the capability to inherit a corporate design and navigation structure, to have a completely unique design and navigation structure, or to have a hybrid of corporate and unique design and navigation elements.

“**Subsite Administrator**” refers to a CMS End User with Subsite Administrator permissions.

## Attachment B

“**System**” refers to the collection of all hardware and software architected and interconnected to operate the County’s Web Site and CMS environments.

“**Transition Plan**” shall have the meaning set forth in Section 23. 64 of the Agreement.

“**Unmanaged Content Modification – Major**” refers to major design modifications requested of County and performed by Contractor, on a per work order basis and at Contractor’s hourly design service rate, for areas of a Web Site that is not accessible by County CMS Administrators.

“**Unmanaged Content Modification – Minor**” refers to minor design modifications requested of County and performed by Contractor for areas of a Web Site that is not accessible by County CMS Administrators. For example, a change to a header/footer link, text verbiage, photos, icons or graphics.

“**Web Site Performance and Service Levels**” refers to the service level requirements and performance targets defined in Section 28.58.

“**Web Site Visitor**” refers to an individual that accesses a County Web Site.

“**Workaround**” means a temporary solution that Contractor or the County can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected System(s) and/or process(es) to deliver to the County an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by the County.

## Attachment B

### ADDENDA A COUNTY WEB SITES

#	AGENCY/ DEPARTMENT NAME	Home Page URL	# of Content Levels	Hosted on Enterprise Vignette WCMS	Hosted on Dept System	Full Corporate Design	Partial Corporate Design
	County Home Page	<a href="http://www.ocgov.com">www.ocgov.com</a>	N/A	✓	N/A	N/A	N/A
1	Assessor's Office	<a href="http://www.ocgov.com/assessor/">www.ocgov.com/assessor/</a>	3	✓	N/A	✓	N/A
2	Auditor-Controller	<a href="http://www.ocgov.com/ac/">www.ocgov.com/ac/</a>	3	✓	N/A	✓	N/A
3	Board of Supervisors 1st District	<a href="http://bos.ocgov.com/first/">bos.ocgov.com/first/</a>	N/A	✓	N/A	✓	N/A
4	Board of Supervisors 2nd District	<a href="http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Vice%20Chairman%20John%20M.W.%20Moorlach%20-%20Supervisor.%20Second%20District">http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Vice%20Chairman%20John%20M.W.%20Moorlach%20-%20Supervisor.%20Second%20District</a>	N/A	✓	N/A	✓	N/A
5	Board of Supervisors 3rd District	<a href="http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Chairman%20Bill%20Campbell%20-%20Supervisor.%20Third%20District">http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Chairman%20Bill%20Campbell%20-%20Supervisor.%20Third%20District</a>	N/A	✓	N/A	✓	N/A
6	Board of Supervisors 4th District	<a href="http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Supervisor%20Shawn%20Nelson%20-%20Fourth%20District">http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Supervisor%20Shawn%20Nelson%20-%20Fourth%20District</a>	N/A	✓	N/A	✓	N/A
7	Board of Supervisors 5th District	<a href="http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Supervisor%20Patricia%20C.%20Bates%20-%20Fifth%20District">http://egov.ocgov.com/ocgov/Government/Elected%20Officials/Supervisor%20Patricia%20C.%20Bates%20-%20Fifth%20District</a>	N/A	✓	N/A	✓	N/A
8	Child Support Services	<a href="http://egov.ocgov.com/ocgov/Child%20Support%20Services">http://egov.ocgov.com/ocgov/Child%20Support%20Services</a>	5	✓	N/A	✓	N/A
9	Clerk of the Board	<a href="http://www.oc.ca.gov/cob">www.oc.ca.gov/cob</a>	4	✓	N/A	✓	N/A
10	Clerk-Recorder	<a href="http://egov.ocgov.com/ocgov/Clerk-Recorder%20-%20Tom%20Daly">http://egov.ocgov.com/ocgov/Clerk-Recorder%20-%20Tom%20Daly</a>	5	✓	N/A	✓	N/A
11	County Executive Office	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/County%20Executive%20Office">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/County%20Executive%20Office</a>	N/A	✓	N/A	✓	N/A
12	Chief Information Office	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Chief%20Information%20Officer">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Chief%20Information%20Officer</a>	N/A	✓	N/A	✓	N/A
13	Finance & Budget	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Finance%20&amp;%20Budget">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Finance%20&amp;%20Budget</a>	4	✓	N/A	✓	N/A
14	County Procurement Office	<a href="http://egov.ocgov.com/ocgov/Procurement">http://egov.ocgov.com/ocgov/Procurement</a>	4	✓	N/A	✓	N/A
15	Publishing Services Department		N/A	N/A	N/A	N/A	N/A
16	Volunteer and Intern	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Volunteer%20&amp;%20Intern">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Volunteer%20&amp;%20Intern</a>	N/A	✓	N/A	✓	N/A

Attachment B

#	AGENCY/ DEPARTMENT NAME	Home Page URL	# of Content Levels	Hosted on Enterprise Vignette WCMS	Hosted on Dept System	Full Corporate Design	Partial Corporate Design
17	Risk Management	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Risk%20Management">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Risk%20Management</a>	4	✓	N/A	✓	N/A
	<b>Health Care Agency</b>	<a href="http://www.ochealthinfo.com/">http://www.ochealthinfo.com/</a>	N/A	N/A	N/A	N/A	N/A
18	Administrative and Financial	<a href="http://www.ochealthinfo.com/admin">http://www.ochealthinfo.com/admin</a>	N/A	N/A	✓	N/A	✓
19	Correctional Health	<a href="http://www.ochealthinfo.com/chs">http://www.ochealthinfo.com/chs</a>	N/A	N/A	✓	N/A	✓
20	Public Health	<a href="http://ochealthinfo.com/public/home">http://ochealthinfo.com/public/home</a>	N/A	N/A	✓	N/A	✓
21	Medical Services	<a href="http://ochealthinfo.com/medical/home">http://ochealthinfo.com/medical/home</a>	N/A	N/A	✓	N/A	✓
22	Behavioral Health	<a href="http://ochealthinfo.com/behavioral">http://ochealthinfo.com/behavioral</a>	N/A	N/A	✓	N/A	✓
23	Human Resources Department	<a href="http://www.oc.ca.gov/hr/">www.oc.ca.gov/hr/</a>	5-7	✓	N/A	✓	N/A
24	Internal Audit	<a href="http://www.ocgov.com/audit/">www.ocgov.com/audit/</a>	5	✓	N/A	✓	N/A
	<b>OC Community Resources</b>	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Resources">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Resources</a>	N/A	N/A	N/A	N/A	N/A
25	OC Animal Care	<a href="http://www.ocpetinfo.com/">www.ocpetinfo.com/</a>	6	✓	N/A	✓	N/A
	OC Community Services	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services</a>	N/A	N/A	N/A	N/A	N/A
26	Community Development/ Finance & Policy	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/Housing%20&amp;%20Community%20Development">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/Housing%20&amp;%20Community%20Development</a>	4	✓	N/A	✓	N/A
27	Community Investment Division	<a href="http://www.spd.ocgov.com/">www.spd.ocgov.com/</a>	3	✓	N/A	✓	N/A
28	Homeless Prevention	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/Homeless%20Prevention">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/Homeless%20Prevention</a>	1	✓	N/A	✓	N/A
29	Housing Authority	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/OC%20Housing%20Authority">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Community%20Services/OC%20Housing%20Authority</a>	4	✓	N/A	✓	N/A
30	Human Relation Comm.	<a href="http://www.ochumanrelations.org/">www.ochumanrelations.org/</a>	6	✓	N/A	✓	N/A
31	Office On Aging	<a href="http://www.officeonaging.ocgov.com/">www.officeonaging.ocgov.com/</a>	3	✓	N/A	✓	N/A



## Attachment B

#	AGENCY/ DEPARTMENT NAME	Home Page URL	# of Content Levels	Hosted on Enterprise Vignette WCMS	Hosted on Dept System	Full Corporate Design	Partial Corporate Design
32	Veterans Services	<a href="http://www.veterans.ocgov.com/">www.veterans.ocgov.com/</a>	2	✓	N/A	✓	N/A
33	OC Parks	<a href="http://ocparks.com">http://ocparks.com</a>	N/A	N/A	✓	✓	N/A
34	OC Public Libraries/ReadOC	<a href="http://ocpl.org">http://ocpl.org</a>	3	✓	N/A	✓	N/A
35	OC Dana Point Harbor	<a href="http://ocdph.com">http://ocdph.com</a>	3	✓	N/A	✓	N/A
	<b>OC Public Works</b>	<a href="http://www.ocpublicworks.com/">http://www.ocpublicworks.com/</a>	N/A	N/A	N/A	N/A	N/A
36	Agricultural Commissioner	<a href="http://www.ocagcomm.com/">http://www.ocagcomm.com/</a>	4	✓	N/A	✓	N/A
37	OC Flood	<a href="http://www.ocflood.com/">http://www.ocflood.com/</a>	N/A	N/A	✓	N/A	✓
38	OC Geomatics	<a href="http://www.ocgeomatics.com/Home/">http://www.ocgeomatics.com/Home/</a>	N/A	N/A	✓	N/A	✓
39	OC Planning	<a href="http://www.ocplanning.net/">http://www.ocplanning.net/</a>	N/A	N/A	✓	N/A	✓
40	OC Road	<a href="http://www.ocroad.com/">http://www.ocroad.com/</a>	N/A	N/A	✓	N/A	✓
41	OC Watersheds	<a href="http://www.ocwatersheds.com/">http://www.ocwatersheds.com/</a>	N/A	N/A	✓	N/A	✓
42	Office of Independent Review	<a href="http://egov.ocgov.com/ocgov/Office%20of%20Independent%20Review">http://egov.ocgov.com/ocgov/Office%20of%20Independent%20Review</a>	2	✓	N/A	✓	N/A
43	Public Admin/Public Guardian	<a href="http://www.papg.ocgov.com/">http://www.papg.ocgov.com/</a>	4	✓	N/A	✓	N/A
44	Performance Auditor	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Office%20of%20the%20Performance%20Audit%20Director">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Office%20of%20the%20Performance%20Audit%20Director</a>	2	✓	N/A	✓	N/A
45	Probation Department	<a href="http://egov.ocgov.com/ocgov/Probation">http://egov.ocgov.com/ocgov/Probation</a>	5	✓	N/A	✓	N/A
46	Sheriff Department- Emergency Management Div.	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Emergency%20Operations%20Center%20-%20Orange%20County%20Disaster%20Preparedness">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/Emergency%20Operations%20Center%20-%20Orange%20County%20Disaster%20Preparedness</a>	3	✓	N/A	✓	N/A
47	Sheriff Department	<a href="http://egov.ocgov.com/ocgov/Sheriff-Coroner%20-%20Sandra%20Hutchens">http://egov.ocgov.com/ocgov/Sheriff-Coroner%20-%20Sandra%20Hutchens</a>	5	✓	N/A	✓	N/A
	<b>Social Services Agency</b>		N/A	N/A	N/A	N/A	N/A
48	SSA - Family2Family	<a href="http://egov.ocgov.com/ocgov/Family%20to%20Family">http://egov.ocgov.com/ocgov/Family%20to%20Family</a>	3	✓	N/A	✓	N/A

## Attachment B

#	AGENCY/ DEPARTMENT NAME	Home Page URL	# of Content Levels	Hosted on Enterprise Vignette WCMS	Hosted on Dept System	Full Corporate Design	Partial Corporate Design
49	SSA - OC4Kids	<a href="http://www.oc4kids.com">www.oc4kids.com</a>	3	✓	N/A	✓	N/A
50	SSA – CAST	<a href="http://egov.ocgov.com/ocgov/Child%20Abuse%20Services%20Team%20(CAST)">http://egov.ocgov.com/ocgov/Child%20Abuse%20Services%20Team%20(CAST)</a>	3	✓	N/A	✓	N/A
51	SSA General	<a href="http://egov.ocgov.com/ocgov/Social%20Services%20Agency">http://egov.ocgov.com/ocgov/Social%20Services%20Agency</a>	7	✓	N/A	✓	N/A
52	Treasurer/Tax Collector	<a href="Http://tax.ocgov.com/treas/">Http://tax.ocgov.com/treas/</a>	4	✓	N/A	✓	N/A
53	Waste & Recycling	<a href="http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Waste%20&amp;%20Recycling">http://egov.ocgov.com/ocgov/Info%20OC/Departments%20&amp;%20Agencies/OC%20Waste%20&amp;%20Recycling</a>	5	✓	N/A	✓	N/A

**SCHEDULE B****FEES AND FEE REDUCTIONS****I. COMPENSATION**

This is a FIXED PRICE Agreement between the County and the Contractor for all inclusive eGovernment Services for the County of Orange, as further described in this Agreement. The Contractor agrees to supply all goods and services to implement turnkey eGovernment Solution(s) to the County.

The Contractor agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Agreement amount specified herein unless authorized by amendment.

**II. FEE STRUCTURE****A. CORE EGOVERNMENT SERVICE FEES**

<b>Core eGovernment Services</b>					
<b>Schedule A Reference</b>	<b>Service Description</b>	<b>One-Time Fee</b>	<b>Year One Recurring Fees</b>	<b>Year Two Recurring Fees</b>	<b>Year Three Recurring Fees</b>
<b>Section 1 Web Site Content Management System and Web Site Hosting</b>	1.1 Civica CMS - CMS license, software installation and configuration, and Out-of-the-Box CMS product enhancements per scope	\$58,800	Not Applicable	Not Applicable	Not Applicable

Attachment B

Core eGovernment Services					
Schedule A Reference	Service Description	One-Time Fee	Year One Recurring Fees	Year Two Recurring Fees	Year Three Recurring Fees
	1.2 eGovernment Systems Web Site hosting - End-to-end Civica CMS and Web Site infrastructure provisioning, application support and hosting service	\$49,865 This amount covers Three (3) Months and Nine (9) Days of hosting during the Initial Transition Period.  7/15/12 to 10/24/12	\$15,112/month  Invoiced and Paid quarterly 45 days in advance of the completion of the initial transition period	\$15,112/month  Invoiced and Paid quarterly 45 days in advance	\$15,112/month  Invoiced and Paid quarterly 45 days in advance
<b>Section 2</b>  <b>Web Site User Support and Training Services</b>	2.1 Web Site User Support and Advisory Services	Included for one (1) year at no additional cost		\$83,000/per year beginning one (1) year from Site Go-Live  Invoiced and Paid quarterly 45 days in advance	\$83,000/per year  Invoiced and Paid quarterly 45 days in advance
	2.2 Training Services and Material for CMS End-Users per scope	\$38,400 for initial training	\$19,200/per year beginning from Site Go-Live  Invoiced and Paid quarterly 45 days in advance	\$19,200/per year  Invoiced and Paid quarterly 45 days in advance	\$19,200/per year  Invoiced and Paid quarterly 45 days in advance
<b>Section 3</b>  <b>Relationship Management Services</b>	Transition and continuous Relationship Management Services defined in scope of work	Included	Included	Included	Included

Attachment B

Core eGovernment Services					
Schedule A Reference	Service Description	One-Time Fee	Year One Recurring Fees	Year Two Recurring Fees	Year Three Recurring Fees
<b>Section 4</b> <b>Web Site Design Services</b>	Design and integration of County home page and fifty-three Subsites, each with up to 5 branded pages (53)	\$174,000	Not Applicable	Not Applicable	Not Applicable
<b>Section 5</b> <b>Web Site Transition Services</b>	County home page and fifty-three (53) Subsites per County defined requirements and content	\$200,500	Not Applicable	Not Applicable	Not Applicable
<b>Schedule A Reference Section 6.1</b>	Custom Web Site and Web Application Development Services Will be provided under the terms of an Out-of-Scope Work Order \$140/hour	Optional Not to Exceed Amount of \$32,000 for Custom Services	Optional Not to Exceed Amount of \$22,400 for Custom Services	Optional Not to Exceed Amount of \$22,400 for Custom Services	Optional Not to Exceed Amount of \$22,400 for Custom Services
	<b>TOTALS</b>	<b>\$553,565</b>	<b>\$222,944</b>	<b>\$305,944</b>	<b>\$305,944</b>

Contractor is responsible for covering all costs related to travel, hotels, living accommodations, telephone communications, fax communications, photo copying, parking, and any and all "out of pocket" expenses incurred by the Contractor, during the performance of work and services under this Contract unless otherwise specified. The County shall not provide free parking for any service in the County.

**B. CORE EGOVERNMENT SERVICES ONE-TIME FEES MILESTONE PAYMENT SCHEDULE**

For services listed under One-Time Fee, payment shall be made upon County acceptance of stated deliverables in accordance with the agreed upon Transition Plan and the following milestone payment schedule:

#	MILESTONE	Deliverables of Milestones	Schedule A Cost Area	Invoice Amount	Invoice Date
1	Agreement Execution and Project Planning	<ul style="list-style-type: none"> <li>▪ Execution of Agreement</li> <li>▪ Commencement of discovery work</li> </ul>	Transition Services (10%)	\$20,050	Completion of Milestone 1.1

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#	MILESTONE	Deliverables of Milestones	Schedule A Cost Area	Invoice Amount	Invoice Date
		<ul style="list-style-type: none"> <li>▪ Preparation for upcoming staff meetings &amp; project planning</li> </ul>			
2	Web Site Requirements Gathering and Documentation	<ul style="list-style-type: none"> <li>▪ Requirements gathering meetings</li> <li>▪ Pre-populated Content Matrices per Web Site</li> </ul>	Transition Services (15%)	\$30,075	Completion of Milestone 2
3	Conceptual Designs	<ul style="list-style-type: none"> <li>▪ Creation of initial design concepts</li> <li>▪ Design refinements based on client feedback</li> <li>▪ Completion of designs</li> <li>▪ Approval of designs by client for implementation</li> </ul>	Design Services (65%)	\$34,800	Completion of Milestone 3.1.8
				\$34,800	Completion of Milestone 3.2.7
				\$43,500	Completion of Milestone 3.3.6
4	CMS Implementation	<ul style="list-style-type: none"> <li>▪ Hosting initiated and infrastructure provisioned</li> </ul>	Web Site Hosting (100%)	\$49,865	Completion of Milestone 4.1
		<ul style="list-style-type: none"> <li>▪ CMS environments installed</li> <li>▪ Civica CMS system configured for new Web Sites and accessible to County staff</li> </ul>	Web Site CMS (100%)	\$58,800	Completion of Milestone 4.2
5	Web Site Design Integration	<ul style="list-style-type: none"> <li>▪ Integration of new designs with the Civica CMS environment</li> </ul>	Design Services (35%)	\$17,400	Completion of Milestone 5.1
				\$22,620	Completion of Milestone 5.2
				\$20,880	Completion of Milestone 5.3
6	Web Site Content Migration	<ul style="list-style-type: none"> <li>▪ Completion of content migration for all sites to new site</li> <li>▪ Content ready for full staff review and clean-up</li> <li>▪ Sites moved to production environment</li> </ul>	Transition Services (70%)	\$34,085	Completion of Milestone 6.1
				\$38,095	Completion of Milestone 6.2
				\$38,095	Completion of Milestone 6.3 and Milestone 6.4
7	CMS End User Training	<ul style="list-style-type: none"> <li>▪ On-site CMS training on use and administration of CMS and Web Sites</li> <li>▪ Development of training material</li> </ul>	Training (100%)	\$1,920 per class Not to exceed \$38,400	Completion of each Training Course
8	Go-Live Readiness and Web Site Launch	<ul style="list-style-type: none"> <li>▪ Stress Testing of site to agreed standards</li> <li>▪ Disaster recovery testing</li> <li>▪ QA complete</li> <li>▪ Site goes live</li> </ul>	Transition Services (10%)	\$40,100	Completion of Milestone 8.4

**County Adjustment of Milestones/Deliverables**

County Relationship Manager and Contractor Relationship Manager may mutually agree in writing, to revise a Milestone or add/remove any Deliverables of a Milestone, provided there is no increase to the Total Not to Exceed Monetary Limit of the Contract.

County Relationship Manager and Contractor Relationship Manager may agree, in writing, to revise the Estimated Due Date of each Milestone and Deliverable.

**Moving Milestone 8.6 (“Site Go Live”)**

If County elects to move Milestone 8.6 “Site Go Live” past the scheduled date of 10/24/12; The County shall pay to the Contractor \$503 per day for Web Site Hosting Fees for each day beyond 10/24/12, and until the new “Go Live Site” Milestone date. These Hosting Fees will be invoiced separately from all other invoices, and shall be payable Forty Five (45) days after receipt of the invoice.

**A. CUSTOM EGOVERNMENT SERVICE FEES**

<b>Customized Services</b>		
<b>Schedule A Reference</b>	<b>Customized Service</b>	<b>Fee</b>
<b>Section 6.1</b>	<b>Custom Web Site and Web Application Development Services</b> Will be provided under the terms of an Out-of-Scope Work Order	\$140/hour
<b>Section 6.2</b>	<b>SubSite Creation Services</b> Contractor provided design County provided design in PSD format	\$5,500/each \$4,500/each
<b>Section 6.3</b>	<b>Branded Department Web Pages</b>	\$500-\$1,900/page
<b>Section 6.4</b>	<b>Content Migration Services</b>	\$18.80/page
<b>Section 6.5</b>	<b>License Design, Integrate and Migrate Stand Alone Unique CMS County Web Sites</b> District Attorney Web Site	Not to Exceed \$37,800

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<b>Customized Services</b>		
<b>Schedule A Reference</b>	<b>Customized Service</b>	<b>Fee</b>
	John Wayne Airport Web Site	Not to Exceed \$37,800
	Public Defender Web Site	Not to Exceed \$31,600
	Registrar of Voters Web Site	Not to Exceed \$31,600
	Any Future Web Site	To be Determined on a Project by Project Basis

**B. OPTIONAL SERVICE FEES**

<b>Optional Services</b>		
<b>Optional Service</b>	<b>One-Time Fee</b>	<b>Recurring Fee</b>
<b>Citizen Relationship Manager (CRM) – Full Installation</b>	\$58,360	\$18,450
<b>CRM Hosting Management</b>	Not Applicable	\$4,800
<b>CRM Data Migration</b>	Fee will be based on number of records and data structure	Not Applicable
<b>CRM GIS Integration</b>	\$12,500	Not Applicable
<b>CRM Integration (Business License, Animal Services, etc.)</b>	Starting at \$6,800	Not Applicable
<b>CRM Code Enforcement – Base Configuration</b>	\$13,500	\$6,300
<b>CRM Resource Manager – Base Configuration</b>	\$11,990	Not Applicable
<b>360 Degree Virtual Tours at one (1) project location with up to five (5) different camera positions/rooms</b>	\$1,400	Not Applicable
<b>360 Degree Virtual Tours at one (1) project location with up to ten (10) different camera positions/rooms</b>	\$1,900	Not Applicable



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Optional Services		
Optional Service	One-Time Fee	Recurring Fee
360 Degree Virtual Tours at one (1) project location with up to fifteen (15) different camera positions/rooms	\$2,400	Not Applicable
Photography Services for Web (one day location shoot and image processing)	\$1,600	Not Applicable
Content Writing Services	\$60/hour	Not Applicable

III. AGREEMENT COSTS

COSTS FOR INITIAL THREE YEARS	
TOTAL Year One Cost: (Total One-Time Fees plus Recurring Fees for Year One)	\$776,509
Total Year Two Cost:	\$305,944
Total Year Three Cost:	\$305,944
Total Cost: (This Total Represents the Initial Forty Two (42) Month Agreement Term)	\$1,388,397

COSTS FOR YEAR FOUR (If Agreement is Renewed)	
Total Year Four Cost (If Agreement is Renewed):	\$305,944

TOTAL Not To Exceed Limit for the Life of the Agreement	
TOTAL Not to Exceed Limit of the Agreement (For <u>All Fifty Four Months</u> if Agreement is Renewed)	\$1,694,341

**IV. FEE REDUCTIONS**

Fee Reductions for missed performance have been designed to encourage the consistent and timely delivery of service and value to the County. The Fee Reductions are not intended to compensate the County for damages, but rather to reimburse the County the value of the diminished services actually delivered, and to provide incentive to the Contractor to achieve the Contract’s stated objectives and focus on the County’s critical needs.

The Fee Reduction tables included below outline the circumstances under which the County will be entitled to Fee Reductions for Contractor’s failure to meet the Agreement “Go-Live” date, or achieve the Service Level Requirements. Fee Reduction tables may be revised to reflect the County’s current initiatives and service level requirements at least annually.

On a quarterly basis, the County may unilaterally adjust Fee Reduction weighting factors for Service Level Requirements, but must give the Contractor thirty (30) days prior written notice.

For the purposes of this schedule, Failure shall mean (a) with respect to Service Level Requirements, the failure to meet such Service Level Requirements performance with respect to the specified performance target for the applicable measurement interval.

**A. FEE PENALTY FOR FAILURE TO MEET “SITE READY FOR GO-LIVE” DATE**

The Fee Reductions for the Contractor's failure to meet the Agreement “Site Ready for Go-Live” date Milestone including any authorized extensions of time, shall be one percent (1%) of the Agreement amount specific to the Agreement’s Web Site Design Services (one-time fee) and Web Site Transition Services (one-time fee) (a total of \$370,000.00) per week, for each week’s delay (and up to a maximum of ten percent (10%)) total penalty.

**B. FEE REDUCTIONS BASED ON WEB SITE PERFORMANCE AND SERVICE LEVELS**

**SERVICE LEVEL REQUIREMENTS**

Each Service Level Requirement set forth in Schedule A, Scope of Work, Section 2.3, Web Site Performance and Service Levels; identifies key performance targets that will be used to evaluate the Contractor’s delivery of the requested Services.

The overriding goal in developing Service Level Requirements is to support the County’s desire to manage the Contractor by monitoring and measuring performance on the County’s most-important business and technical requirements.

Failure to meet the Service Level Requirements by the Contractor will result in a reduction of fees for each affected Service Level Requirement based on the percentage amount shown in the applicable Fee Reduction Tables 1 through 4 below.

**TABLE 1 – Web Site Availability**

## Attachment B

Measurement for Web Site Availability is defined as the percentage of time County Web Sites are fully operational and available when called upon during the defined reporting period.

Availability (%) = 100% - Unavailability (%)

- Where Unavailability is defined as:  
 $\frac{\sum \text{Unplanned Outage Duration}}{\text{Scheduled Time}} \times 100\%$
- Scheduled Time – Planned Outages

Service Level Requirement	Performance Threshold (monthly)	Fee Reduction Amount
Web Site Availability	≥ 99.99% Availability	no reduction
Web Site Availability	< 99.99% Availability	-2% of ALL Monthly Charges
Web Site Availability	< 99.85% Availability	-6% of ALL Monthly Charges

**TABLE 2 - Web Content Management System Availability**

Measurement for Web Content Management System Availability is defined as the percentage of time the Web content management system is fully operational and available when its resources are called upon during the defined reporting period.

Availability (%) = 100% - Unavailability (%)

- Where Unavailability is defined as:  
 $\frac{\sum \text{Unplanned Outage Duration}}{\text{Scheduled Time}} \times 100\%$
- Scheduled Time – Planned Outages

Service Level Requirement	Performance Threshold (monthly)	Fee Reduction Amount
Web Content Management System Availability	≥ 99.50% Availability	no reduction
Web Content Management System Availability	< 99.50% Availability	-2% of ALL Monthly Charges
Web Content Management System Availability	< 99.00% Availability	-6% of ALL Monthly Charges

**TABLE 3- Prevent Unauthorized Access to County Web Sites**

## Attachment B

Measurement for Prevent Unauthorized Access to County Web Sites is defined as unauthorized individuals or systems are prevented from a) entering the County’s Web Site environment to browse, store, publish or manipulate Web Site content or system resources and b) gaining access to County data or material that has not been intentionally published or made accessible to such individual or system. Security Breach activity shall be recorded each month on the **Production Systems Performance and Capacity Report**.

Service Level Requirement	Performance Threshold (monthly)	Fee Reduction Amount
Prevent Unauthorized Access to County Web Sites	Unauthorized individuals and systems were prevented from entering the County’s Web Site environment	no reduction
Prevent Unauthorized Access to County Web Sites	Security Breach occurred An unauthorized individual or system entered the County’s Web Site environment	-5% of ALL Monthly Charges

### **TABLE 4 - Disaster Recovery Services**

Measurement for Disaster Recovery Services is defined as the time to recover County Web Sites and Web content management system services to normal business functionality following a critical system failure or catastrophic event that is preventing primary production system or service Availability.

Service Level Requirement	Performance Threshold (monthly)	Fee Reduction Amount
Time to recover from a critical system failure or catastrophic event	Time to recover within 24 hours	No reduction
Time to recover from a critical system failure or catastrophic event	Time to recover > 24 hours following a declared DR event	-3% of ALL Monthly Charges

### **APPLYING FEE REDUCTIONS TO INVOICES:**

**Invoices for Web Site Hosting and Web Site User Support and Training Services will be payable quarterly in advance. Fee Reductions based on Web Site Performance and Service Levels for missed SLAs will be applied to the following Quarterly Invoice.**

**EXAMPLE: The Contractor shall issue a Credit to the County to be applied to the following Quarters Invoice, or any Future Invoice (in the event of an SLA that is missed during the last Quarter of the year).**

## **V. PAYMENT TERMS**

## Attachment B

Contractor shall reference Contract number on invoice. Payment shall be net Forty Five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for services not provided or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

### **VI. PAYMENT/INVOICING INSTRUCTIONS**

The Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice shall have a number and shall include the following information:

- Contractor's name and address
- Contractor's remittance address (if different from 1 above)
- Name of County agency or department
- County Agreement Number
- County Department Subordinate Agreement (if applicable)
- Description of Services Invoiced
- Contractor's Federal I. D. number
- Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction. The County's project manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT  
Attn: **James Mata**  
10 Civic Center Plaza, 2nd Floor  
Santa Ana, CA 92701

County of Orange – CEO/IT  
Attn: Accounts Payable  
1501 St. Andrews Place  
Santa Ana, CA 92705

**\*If Subordinate Contract, contact/invoice specific contracting County department at its respective address(es).**

**SCHEDULE C**

**TRANSITION PLAN**

This high-level Transition Plan identifies the approach, milestones and deliverables Contractor will provide to perform the Web Site design and transition services defined in Schedule A of the Agreement. Upon contract inception, County and Contractor Relationship Manager’s will work together to produce an agreed upon detailed plan that will include grouping County Web Sites into 10 transition workgroups and expanding on milestone activity and deliverables, such as the tasks associated with performing a disaster recovery failover test. Contractor shall complete transition activity within six (6) months of Contract inception. Milestone dates will be revised based on the date the County Board of Supervisors approve the Contract.

Shall the County be responsible for delay of the Timeline; The County shall have the option to add that variance (amount of days) to the end of the Timeline to extend the “Site Ready for Go Live” date Milestone. Start date means that the activity is planned to begin at the start of the Start Date work day. End date means that the activity is planned to end or be delivered, at the end of the End Date work day.

**A. TRANSITION DELIVERABLES**

**Milestone 1: Agreement Execution and Project Planning**

**Deliverables:**

**1.1 Agreement Execution and Finalization of proposed Transition Plan and Milestone timeline**

**Milestone 2: Web Site Requirements Gathering and Documentation**

**Deliverables:**

**2.1 All hands County project kick-off meeting**

- County will host an all hands County project kick-off meeting to review and prepare Agencies/Departments for project activity. County project manager will lead and facilitate this effort and key Contractor project staff will attend and be available to address Contractor-related questions

**2.2 Discovery meeting with County Executive Office (CEO)**

- Information Architecture (County homepage top navigation)

**2.3 eGov Work Group Meeting (combined with CEO)**

- County feedback and direction for County homepage and County corporate design

**2.4 Meeting with Transition (Subsite) Groups 1-10**

- Contractor shall create and thoroughly populate Web Site content information sheets for the 53 County Web Sites that will be migrated during the transition period. Content matrices will be used as a tool for the County to provide direction to Contractor on content requirements for migrated Web Sites
- Distribute and explain pre-completed Agency/Department Content Matrices

**Milestone 3: Conceptual Designs**

**Deliverables:**

### **3 County Corporate Design & Homepage**

#### **3.1.1 Homepage design concepts**

- Contractor shall develop and present to the County three (3) county homepage designs that includes a homepage and secondary page for each concept

#### **3.1.2 County design Review**

- County to choose one (1) concept as design base and provide feedback so that Contractor can produce homepage revision 1

#### **3.1.3 Contractor Design Revision 1**

- Contractor to provide homepage revision 1
- Contractor to provide two (2) concepts for County Corporate Design to show flow from County homepage to Subsites

#### **3.1.4 County design review**

- County to provide feedback so that Contractor can produce homepage revision 2
- County to provide feedback so that Contractor can produce County Corporate Design revision 1

#### **3.1.5 Contractor Design Revision 2**

- Contractor to provide homepage revision 2
- Contractor to provide county corporate design revision 1

#### **3.1.6 County design review**

- County to provide feedback so that Contractor can produce homepage revision 3
- County to provide feedback so that Contractor can produce County Corporate Design revision 2

#### **3.1.7 Contractor Design Revision 3**

- Contractor to provide homepage revision 3
- Contractor to provide county corporate design revision 2

#### **3.1.8 County Design Approval**

- County to approve final homepage design
- County to approve county corporate design

### **Milestone 3.2: Subsite and Secondary Page Design Templates**

#### **Deliverables:**

#### **3.2.1 Subsite Kick-Off Meeting (eGov Working Group & CEO combined)**

- County provides feedback and direction for subsite templates, inc. color schemes & secondary page design

#### **3.2.2 Template Designs & Secondary Page Design**

- Contractor provides (5-10) subsite templates and secondary page design comp

#### **3.2.3 Template Design & Secondary Page Design Review**

- County to provide feedback so that Contractor can produce Template Design Revision 1 & Secondary Page Design Revision 1

#### **3.2.4 Template Design Revision 1 & Secondary Page Revision 1**

- Contractor to provide Template Design Revision 1 & Secondary Page Design Revision 1

**3.2.5 Template Design & Secondary Page Design Review**

- County to provide feedback so that Contractor can produce Template Design Revision 2 & Secondary Page Revision 2

**3.2.6 Template Design Revision 2 & Secondary Page Revision 2**

- Contractor to provide Template Design Revision 2 & Secondary Page Revision 2

**3.2.7 Template and Secondary Page Approval**

- County to provide approval for all templates and secondary page

**Milestone 3.3: Subsite Designs**

**Deliverables:**

**3.3.1 Mandatory Template Introductions Meeting with all eGov Coordinators**

- Introduction of approved templates
- Explanation of process and requirements
- Announcement of Timeline and Meeting Schedule

**3.3.2 One-on-One Department Meetings**

- Contractor to guide Department on which template will work best for them
- Departments to provide all homepage content and design requests

**3.3.3 Subsite Comp Design**

- Contractor to provide Subsite homepage design for each Web Site, based on the Department's template choice, content and initial design requests

**3.3.4 Subsite Comp Design Review**

- Department to provide feedback so Contractor can produce Subsite Design Revision 1

**3.3.5 Subsite Design Rev 2**

- Contractor to provide Subsite Design Revision 1

**3.3.6 Subsite Comp Design Approval**

- Department to approve final Subsite Design

**Milestone 4: CMS Implementation**

**Deliverables:**

**4.1 Provision County hosting environment**

- Contractor shall initiate infrastructure services with hosting vendor

**4.2 Implement CMS**

- Move CMS development site to County hosting environment
- CMS becomes available online to County CMS Users

**Milestone 5: Web Site Design Integration**

**Deliverables:**

**5.1 Integrate County and Corporate Designs**

**5.1.1 Integrate County Homepage**



- County Homepage integrated
- 5.1.2 Integrate County Corporate Design**
- County Corporate Design integrated
- 5.1.3 Integrate Secondary Page Design**
- Secondary page design integrated

**5.2 Integrate Groups 1-5 Subsite Designs**

- 5.2.1 Integrate Group 1 Subsite Designs**
- Group 1 Subsite designs integrated
- 5.2.2 Integrate Group 2 Subsite Designs**
- Group 2 Subsite designs integrated
- 5.2.3 Integrate Group 3 Subsite Designs**
- Group 3 Subsite designs integrated
- 5.2.4 Integrate Group 4 Subsite Designs**
- Group 4 Subsite designs integrated
- 5.2.5 Integrate Group 5 Subsite Designs**
- Group 5 Subsite designs integrated

**5.3 Integrate Groups 6-10 Subsite Designs**

**Integrate Group 6 Subsite Designs**

- Group 6 Subsite designs integrated
- 5.3.1 Integrate Group 7 Subsite Designs**
- Group 7 Subsite designs integrated
- 5.3.2 Integrate Group 8 Subsite Designs**
- Group 8 Subsite designs integrated
- 5.3.3 Integrate Group 9 Subsite Designs**
- Group 9 Subsite designs integrated
- 5.3.4 Integrate Group 10 Subsite Designs**
- Group 10 Subsite designs integrated

**Milestone 6: Web Site Content Migration**

**Deliverables:**

**6.1 Prepare New Web Site Content**

- 6.1.1 Develop New Web Site Content**
- County to develop new Web Site Content where applicable
- 6.1.2 Complete Content Matrices**
- County to submit completed Content Matrices
- 6.1.3 Content Matrices Review and Migration Planning**
- Contractor shall map out Content Migration Schedule

**6.2 Migrate Content Groups 1-4 Subsites**

- 6.2.1 Migrate Content Group 1 Subsites**
- Contractor shall migrate content from previous site to new site
- 6.2.2 Migrate Content Group 2 Subsites**

- Contractor shall migrate content from previous site to new site

**6.2.3 Migrate Content Group 3 Subsites**

- Contractor shall migrate content from previous site to new site

**6.2.4 Migrate Content Group 4 Subsites**

- Contractor shall migrate content from previous site to new site

**6.3 Migrate Content Groups 5-8 Subsites**

**6.3.1 Migrate Content Group 5 Subsites**

- Contractor shall migrate content from previous site to new site

**6.3.2 Migrate Content Group 6 Subsites**

- Contractor shall migrate content from previous site to new site

**6.3.3 Migrate Content Group 7 Subsites**

- Contractor shall migrate content from previous site to new site

**6.3.4 Migrate Content Group 8 Subsites**

- Contractor shall migrate content from previous site to new site

**6.4 Migrate Content Groups 9-10 Subsites plus County**

**6.4.1 Migrate Content Group 8 Subsites**

- Contractor shall migrate content from previous site to new site

**6.4.2 Migrate Content Group 9 Subsites**

- Contractor shall migrate content from previous site to new site

**6.4.3 Migrate Content Group 10 Subsites**

- Contractor shall migrate content from previous site to new site

**6.4.4 Migrate County Content**

- Contractor shall migrate content from previous site to new site

**Milestone 7: CMS End-User Training**

**7.1 On-site CMS End-User and Administrator Training**

- Contractor shall provide onsite end user training in accordance with project scope

**Milestone 8: Go-Live Readiness and Web Site Launch**

**Deliverables:**

**8.1 Quality Assurance and UAT**

- Contractor shall test the CMS and Web Sites in accordance with the Testing & Acceptance Plan. County shall perform UAT on each Web Site

**8.2 Prepare Site for Go-Live**

- Contractor shall prepare the site for Go Live. This includes but may not be limited to performance testing and tuning, DR fail-over test verification, cut-over preparation and Web Site transition clean-up
- Contractor shall deliver final Web Site Style Guide document

**8.3 Perform Consistency and Link Check**

Contractor shall conduct a final consistency and link check across all Web Sites and shall fix broken links

**8.4 Site Ready for Go-Live**

## Attachment B

- Contractor Relationship Manager provides County with a written memo declaring that County Web Sites are ready to Go-Live

### **8.5 County Approval to Go-Live**

- County Relationship Manager provides Contractor Relationship Manager with Written approval to launch the Site (Go-Live)

### **8.6 Site Goes Live**

- Contractor provides County with a written memo that states the site is officially live and functioning according to scope

## **B. CONTRACTOR STAFFING PLAN**

### **PROJECT MANAGEMENT**

#### **Project Manager: Jeanne Gregg**

Jeanne has over 20 years of experience in customer support, staff and project management in both domestic and international technology arenas. Jeanne's hands-on experience with project planning and content migration have made her instrumental in establishing and refining processes to allow for smooth, effective and on-time CMS and CRM project implementations. Jeanne manages all phases of a project, acting as a liaison between the Client and various Civica staff active at each stage of design and development.

**TASK: Project Management, Timeline and Milestones**

### **DEVELOPMENT & ENGINEERING**

#### **General Manger / VP Development: Stuart Gregg**

Stuart is a programmer with over 27 years of experience of general systems coding and a veteran video game programmer with over 15 published titles. Stuart has been with Civica from the beginning, initially both developing the modules and interfaces for the Civica System and managing the other members of the development team.

As General Manager, Stuart is responsible for the day-to-day running of Civica and leads the R&D team that continues to add to the Civica system.

**TASK: Planning and Managing Development, System Integration and Customization**

#### **Senior Systems Integrator: Minh Do**

Minh has extensive experience with multiple Web implementation systems including .Net , e-commerce, Active Directory integration and various government application systems. As both a programmer and systems integrator, Minh has shared responsibility for refining the architecture of the Civica CMS and CRM systems, as well as several specific customized modules. Minh is focused on system deployment and maintenance, as well as custom integration with third party applications.

**TASK: System Development, System Installation, Integration and Configuration**

**Senior Engineer: Dave Welch**

Dave is a highly skilled developer with 14 years of experience building a variety of software applications. Dave's knowledge of coding and user interface design have made way for the development and enhancement of several customized modules, including E-mail Manager, the Citizen Relationship Management (CRM) System and the Government Transparency Module. Dave currently leads development of the CRM, specific customized modules, and extranet applications.

**TASK: Development of New Functionality and System Customization**

**GIS and Mobile Application Specialist: Ilya Gorelik**

Ilya has been an IT professional since moving to the United States from Russia in 1991. In 2000, he founded Gorelik Software Inc., a software development and consulting company. He most recently worked as a Chief Technology Officer for CareerCorner.TV, an educational startup in Orange County, California. Prior to that, Ilya consulted for buy.com, the world's second largest e-commerce site, where he initiated and led several IT projects. Ilya graduated from the Civil Aviation Engineers University in Latvia. Ilya has considerable experience in the development of mobile applications, database applications and is the Civica specialist on GIS system integrations.

**TASK: GIS Integration and Mobile Application Development**

**WEB DESIGN**

**Design and Integration: Keenan Staffieri**

As Design/U.I. Lead on the CAPSTONE Project, a social networking architecture allowing for the creation of user profiles and sharing of artwork, Keenan coordinated his art team to successfully translate client concepts into reality. Keenan is an Honors Computer Science graduate from the University of Redlands, where his studies in graphic design, programming and user interface brought him recognition in the areas of computational art, design functionality and interactive media. A skilled Web layout designer and PHP, ASP and MySQL programmer, Keenan has designed and integrated Web Sites for several of Civica's clients, including the Cities of Garland (TX), Pico Rivera, Newton (MA) and Palo Alto.

**TASK: Design Concepts and Integration**

**Design and Integration: Marco Segura**

Marco has over 6 years of experience as a Web design professional, highly skilled with graphic design tools including Adobe Photoshop and Illustrator, and proficient in coding languages including jQuery, PHP, MySQL and ASP. Marco has held professional roles in Web Site layout, Web development, corporate branding and graphic design for Pista Fixed Gear and Design Pros, Inc. Marco received his Bachelors of Science Degree in Web Design and Interactive Media from the Art Institute of California, where his research thesis involved a detailed exploration of effective E-commerce solutions in the era of social networking. His achievements at Civica include elegantly designed and successfully integrated Web solutions for the Cities of Thousand Oaks, Murrieta and Pleasant Valley Recreation & Park District.

**TASK: Design Concept and Integration**

**Design and Integration: Ryan Hontz**

Ryan is a recent graduate of the Art Institute of California Orange County, with a Bachelor's of Science Degree in Web Design and Interactive Media. Highly skilled at both design and development, Ryan delivers Web solutions which have a friendly and professional feel, are visually appealing, and contain an attractive mix of text, photos and graphics. Ryan has over 6 years experiences in freelance design communities, where he has held both

team and lead roles on corporate and private design and development teams. Ryan is eager to push designs to the next level, embracing current Web trends and integrating advanced HTML5, AJAX, PHP and XML solutions with the Civica CMS.

**TASK: Design Concepts and Integration**

**Design and Integration: Ryan Sapp**

The newest addition to the Civica Team, Ryan has gained tremendous local attention for his digital art and freelance Web Site designs. Ryan targets audiences through dynamic and creative Web Sites which combine his skills at CSS, jQuery, PHP and AJA, with his highly developed skills at digital art and interactive media. He has provided effective web solutions for the Chuck Jones Center for Creativity, Suziki Strings and several of Southern California's small businesses. Ryan has a Bachelor's of Science degree in Digital Media and Web Design. Civica is excited to have him as part of the team.

**TASK: Design Concepts and Integration**

**CONTENT MIGRATION**

**Content Migration Supervisor: Clarissa Estrada**

Clarissa has been a crucial member of the Civica team for more than 7 years now. As Civica's content migration supervisor, she has been involved with the content migration portion of all of our projects since her beginning here. We consider her to be an expert in her field, highly proficient in data organization, data relocation, content styling and detailed project planning. She now leads our content migration specialists and is a key member of our team.

**TASK: Supervisor of Project Content Migration**

**Content Migration Specialist: Suraj Kehetia**

Suraj (Sunny) received his Bachelors of Science degree in computing and information systems from London Metropolitan University (U.K.). A highly organized and extremely motivated individual, Suraj applies his experience with communication management systems and object oriented design to Civica projects, assuring that client content is properly organized, migrated and styled within the Civica CMS. Suraj has over 7 years of experience as a Web developer, holding lead roles in relational database management, content migration and system optimization.

**TASK: Content Migration**

**Content Migration Specialist: Melissa Ortiz**

As a communications and marketing specialist, Melissa has held professional roles as both a content editor and digital media specialist in corporate and educational arenas. Melissa received her Bachelors of Arts degree in English Writing and Communications from Manhattanville College in New York, as well as a Professional Certificate in Digital & Graphic Design Production from New York University. She has over 3 years of experience working with Web-based Content Management Systems. She serves Civica clients in content migration, content writing and Web mastering services.

**TASK: Content Migration, Content Writing and Web Mastering Services**

**CLIENT ACCOUNTS AND END-USER TRAINING****Client Accounts, Business Development and End-User Training: Jason Reis**

Jason brings a wealth of knowledge and training experience to Civica. Jason has held professional roles in Web Site design and development, in both commercial and educational environments. Collaborating with clients, Jason is focused on the Civica user interface and experience, as it applies to both citizen and government staff. Trained at Second City and Improv Olympic in comedy improvisation, his training sessions are upbeat, educational and entertaining.

**TASK: Client Accounts, Business Development and End-User Training****DEDICATED CUSTOMER SUPPORT****Customer Support: Joey Sanchez**

Joey has worked in Support and project management for over 15 years. During that time he has worked at number of key organizations ranging from Banking & Mortgage, Government, to Hi-Tech and Video Games companies. During these years, Joey has been responsible for spearheading and implementing a number of support and quality control system to make the end customers experience more fulfilling. In response to a number of complaints and requests from our clients, Joey has radically changed our approach and service levels to further better service our clients. This includes real-time, online project management system, weekly status reports and online meetings to make sure that the development cycle is moving forward with a personal touch.

**TASK: Customer Phone Support and Web-based Training****C. HIGH-LEVEL MILESTONE SCHEDULE**

The following table describes high-level transition tasks, duration timeframes and resource assignments to transition County Web Sites to Contractor services within six (6) months of Contract inception. This schedule will be elaborated upon and amended as agreed upon by the County and Contractor to fulfill the Web Site transition services defined in Schedule A. Milestone dates will be revised based on the date the Contract is approved by the County Board of Supervisors.

Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
<b>1. Agreement Execution and Project Planning</b>	1.1	Develop Agreement and Project Planning	-	Upon Signed Agreement		County/Contractor
	<b>2. Web Site Requirements Gathering and Documentation</b>	2.1	All Hands County Project Kick-Off Meeting	half day	4/10/12	4/10/12
2.2		Discovery meeting with CEO	half day	04/11/12	04/11/12	County/Contractor
2.3		Discovery meeting with County Design Team	half day	04/11/12	04/11/12	County/Contractor

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Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
	2.4	eGov Transition Team Meeting - Distribute Matrices	one day	04/17/12	04/17/12	County/Contractor
<b>3. Conceptual Designs</b>	<b>3.1</b>	<b>Homepage and Corporate Designs</b>				
	3.1.1	Create initial Homepage Design Concepts	five days	04/12/12	04/18/12	Contractor
	3.1.2	County Design Review	four days	04/19/12	04/24/12	County
	3.1.3	Design Revision 1	eight days	04/25/12	05/04/12	Contractor
	3.1.4	County Design Review	five days	05/07/12	05/11/12	County
	3.1.5	Design Revision 2	four days	05/14/12	05/17/12	Contractor
	3.1.6	County Design Review	four days	05/18/12	05/23/12	County
	3.1.7	Design Revision 3	four days	05/24/12	05/30/12	Contractor
	3.1.8	Homepage Design Approval	one day	05/31/12	06/01/12	County
	<b>3.2</b>	<b>Subsite and Secondary Page Design Templates</b>				
	3.2.1	Subsite and Secondary Page Design Kick-Off Meeting	one day	06/04/12	06/04/12	County/Contractor
	3.2.2	Template & Secondary Page Design	six days	06/05/12	06/12/12	Contractor
	3.2.3	Template & Secondary Page Design Review	three days	06/13/12	06/15/12	County
	3.2.4	Template & Secondary Page Design Revisions 1	six days	06/18/12	06/25/12	Contractor

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Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
	3.2.5	Template & Secondary Page Design Review	five days	06/26/12	07/02/12	County
	3.2.6	Template & Secondary Page Design Revisions 2	four days	07/03/12	07/09/12	Contractor
	3.2.7	County Approval of Subsite and Secondary Page Design Templates	two days	07/10/12	07/11/12	County
	<b>3.3</b>	<b>Subsite Designs</b>				
	3.3.1	Mandatory Template Introduction Meeting w/eGov Transition Team	one days	07/16/12	07/16/12	County/Contractor
	3.3.2	One-on-one Department meetings	five days	07/17/12	07/23/12	County/Contractor
	3.3.3	Develop Subsite Comp 1 for Group 1-10	seven days	07/24/12	08/01/12	Contractor
	3.3.4	Subsite Comp 1 Review and Feedback	three days	08/02/12	08/06/12	County
	3.3.5	Develop Subsite Comp Rev 2 for Group 1-10	seven days	08/07/12	08/15/12	Contractor
	3.3.6	County Approval of Subsite Designs	two days	08/16/12	08/17/12	County
<b>4. CMS Implementation</b>	4.1	Provision County Hosting Environment	One day	07/15/12	07/15/12	Contractor
	4.2	Implement CMS	ten days	04/20/12	05/03/12	Contractor



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Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
<b>5. Web site Design Integration</b>	<b>5.1</b>	<b>Integrate County and Corporate Designs</b>				Contractor
	5.1.1	Integrate County Homepage	six days	06/04/12	06/11/12	Contractor
	5.1.2	Integrate County Corporate Design	eleven days	06/04/12	06/18/12	Contractor
	5.1.3	Integrate Secondary Page Design	ten days	07/12/12	07/25/12	Contractor
	<b>5.2</b>	<b>Integrate Groups 1-5 Subsite Designs</b>				Contractor
	5.2.1	Integrate Group 1 Subsite Designs	four days	08/20/12	08/23/12	Contractor
	5.2.2	Integrate Group 2 Subsite Designs	three days	08/24/12	08/28/12	Contractor
	5.2.3	Integrate Group 3 Subsite Designs	three days	08/29/12	08/31/12	Contractor
	5.2.4	Integrate Group 4 Subsite Designs	three days	09/04/12	09/06/12	Contractor
	5.2.5	Integrate Group 5 Subsite Designs	three days	09/07/12	09/11/12	Contractor
	<b>5.3</b>	<b>Integrate Groups 6-10 Subsite Designs</b>				Contractor
	5.3.1	Integrate Group 6 Subsite Designs	three days	09/12/12	09/14/12	Contractor
	5.3.2	Integrate Group 7	three days	09/17/12	09/19/12	Contractor

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Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
		Subsite Designs				
	5.3.3	Integrate Group 8 Subsite Designs	three days	09/20/12	09/24/12	Contractor
	5.3.4	Integrate Group 9 Subsite Designs	three days	09/25/12	09/27/12	Contractor
	5.3.5	Integrate Group 10 Subsite Designs	three days	09/28/12	10/02/12	Contractor
<b>6. Web site Content Migration</b>	<b>6.1</b>	<b>Prepare New Website Content</b>				Contractor
	6.1.1	Develop New Website Content	fifteen days	04/18/12	05/08/12	County
	6.1.2	Complete Content Matrices	fifteen days	04/18/12	05/08/12	County
	6.1.3	Content Matrices review and migration planning	six days	05/09/12	05/16/12	Contractor
	<b>6.2</b>	<b>Migrate Content Group 1-4 Subsites</b>				Contractor
	6.2.1	Migrate Content Group 1 Subsites	seven days	05/21/12	05/30/12	Contractor
	6.2.2	Migrate Content Group 2 Subsites	nine days	05/31/12	06/12/12	Contractor
	6.2.3	Migrate Content Group 3 Subsites	ten days	06/13/12	06/26/12	Contractor
	6.2.4	Migrate Content Group 4 Subsites	ten days	06/27/12	07/11/12	Contractor
	<b>6.3</b>	<b>Migrate Content Group 5-8 Subsites</b>				Contractor

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Phase	Milestone #	Task	Duration day	Start Date	End Date	Responsible Resource
	6.3.1	Migrate Content Group 5 Subsites	nine days	07/12/12	07/24/12	Contractor
	6.3.2	Migrate Content Group 6 Subsites	ten days	07/25/12	08/07/12	Contractor
	6.3.3	Migrate Content Group 7 Subsites	nine days	08/08/12	08/20/12	Contractor
	6.3.4	Migrate Content Group 8 Subsites	ten days	08/21/12	09/04/12	Contractor
	<b>6.4</b>	<b>Migrate Content Groups 9-10 Subsites plus County</b>				Contractor
	6.4.1	Migrate Content Group 9 Subsites	ten days	09/05/12	09/18/12	Contractor
	6.4.2	Migrate Content Group 10 Subsites	eight days	09/19/12	09/28/12	Contractor
	6.4.3	Migrate County Content	five days	10/01/12	10/05/12	Contractor
<b>7. CMS End-User Training</b>	7.1	On-site CMS End-User and Admin Training	twenty days	09/06/12	10/03/12	County/Contractor
<b>8. Go-Live Readiness and Web site Launch</b>	8.1	Quality Assurance/ UAT	one hundred and eight days	05/08/12	10/10/12	County/Contractor
	8.2	Prepare Site for Go-Live	four days	10/09/12	10/12/12	Contractor
	8.3	Consistency and Link Check	four days	10/09/12	10/12/12	Contractor
	8.4	Site Ready for Go-Live	one day	10/15/12	10/15/12	Contractor
	8.5	County Approval to Go-Live	seven days	10/16/12	10/23/12	County
	8.6	Site Go-Live	one day	10/24/12	10/24/12	County/Contractor

**SCHEDULE D**

**TESTING AND ACCEPTANCE PLAN**

Prior to a Web Site go-live, Contractor shall conduct a series of system tests to assure that all aspects of the Web solution are operating to required specifications. The following Testing and Acceptance (UAT) Plan provides an outline of all operations, tasks, controls and functions which are tested by Contractor systems specialist.. **Upon contract inception, and 30 days prior to UAT, Contractor shall provide detailed test scripts to the County for each test area identified.**

**A. CMS MODULES**

**THE FOLLOWING MODULES WILL BE TESTED TO PROVIDE THE LISTED FUNCTIONALITY:**

- ***Admin Module***
  - User entry (create/modify/delete)
  - Passwords (create/modify)
  - Configuration – Agency (create/modify/delete)
  - Configuration – User permissions (modify)
  - Configuration – User rights (modify)
  - Configuration – Variables (create/modify/delete)
  - Configuration – Page workflow (create/modify/disable)
  - Configuration – Approval Levels (modify)
  - Configuration – View Rights (modify)
  
- ***A-Z Index***
  - Navigation controls (test)
  - Entry (create/modify/file upload/delete)
  - Configuration – Display groups (create/modify/delete)
  
- ***Calendar***
  - Navigation controls (test)
  - Calendar entry (create/file upload/modify/delete)
  - Configuration – Audiences (create/modify/delete)
  - Configuration – Divisions (create/modify/delete)
  - Configuration – Sub Divisions (create/modify/delete)
  
- ***Contacts***
  - Navigation controls (test)
  - Search (test)
  - Contact entry (create/modify/delete)
  - Configuration – Parent Category (create/modify/delete)
  - Configuration – Category (create/modify/delete)
  
- ***E-Mail Manager***
  - Options navigation (test)
  - Newsletter (create/duplicate/modify/test send)

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- Contacts (create/modify/assignments/delete)
- Contact search (test)
- Opt-in e-mail functionality (test)
- Contact Lists (create/modify/public/autosender/merge/delete)
- Statistics (view/print)

### **FREQUENTLY ASKED QUESTIONS (FAQ)**

- Navigation (test)
- Search filters (test)
- FAQ entry (create/file upload/modify/preview/delete)
- Configuration – Categories (create/modify/delete)
- Configuration – User Config (setup)
- XML import (test)
  
- ***FileBank***
  - Search filters (test)
  - Root folder (create/move/rename/edit/delete)
  - Sub folder (create/move/rename/edit/delete)
  - Document (create/file upload/edit/move/rename/preview/delete)
  - Configuration – Category (create/modify/delete)
  - Configuration – Sub category (create/modify/delete)
  - Configuration – Classification (create/modify/delete) Info Guide
  - Search filters (test)
  - Guide entry (create/file upload/modify/preview/delete)
  
- ***Job Classifications***
  - Search filters (test)
  - Classification entry (create/modify/delete)
  - Configuration – Classification (create/modify/delete)
  
- ***Jobs***
  - Search filters (test)
  - Job entry (create/modify/file upload/preview/delete)
  - Configuration – divisions (create/modify/delete)
  - Configuration – positions (create/modify/delete)
  - Configuration - job types (create/modify/delete)
  
- ***Mapping***
  - Map browse (test)
  - Display by target (test)
  - Map type (create/modify/delete)
  - Map entry field (create/modify/delete)
  - Map entry (create/file upload/assign/modify/delete)
  - Map options (create/modify/delete)
  - Google map views (test - map/satellite/hybrid/terrain)
  - Polygon search filter (test)
  - Map polygon (create/modify/delete)
  - Configuration – Category (create/modify/delete)

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- Configuration – Sub Category (create/modify/delete)
- **Media Manger**
- Search filter (test)
- Media entry (create/file upload/modify/delete)
- Configuration – Media targets (create/modify/delete)
- **News**
- Search filters (test)
- News entry (create/file upload/modify/assign/priority/preview/delete)
- Configuration – Targets (create/modify/delete)
- **Photo Manager**
- Search filters (test)
- Photo entry (create/file upload/modify/assign/delete)
- Configuration – Photobooks (create/modify/delete)
- Configuration – Photo galleries (create/modify/delete)
- **Portal**
- Search Filter (test)
- User entry (create/modify/delete)
- Configuration – contact update reminder (setup)
- Configuration – auto login (setup)
- Configuration – delete duplicate member (test)
- **Press Release**
- Press release entry (create/file upload/modify/preview/delete)
- Configuration – Approvals (setup)
- Configuration – Display styles (create/modify/delete)
- **QuickLinks**
- QuickLink entry (create/modify/delete)
- **Simple Forms**
- Form entry (create/modify/assign fields/associate fees/set data/preview/delete)
- Clone entry (create/modify/assign fields/associate fees/set data/preview/delete)
- Configuration – Field type (create/modify/delete)
- Configuration – Field data (create/modify/delete)
- Configuration – Field bulk upload (test)
- Configuration – Custom types (create/modify/delete)
- Configuration – Custom classes (create/modify/delete)
- **Voting**
- Topic entry (create/modify/preview/delete)
- Configuration – Categories (create/modify/delete)

## **HTML EDITOR**

The HTML Editor will be tested to provide the listed functionality:

- **Actions**
- Save
- Cancel
- Spellcheck
- Find & Replace
- Paste (including special *paste from* options)
- Undo/redo
- Bold/italic/underline/strike-through
- Left/center/right/justified alignment
- In-dent/out-dent
- Bulleted/numbered list
- Convert to uppercase/lowercase
- Fonts (style/font face/size/CSS style/color)
- Background/foreground color
- Increase/decrease edit area size
- Print
- Subscript/postscript
- New paragraph
- Horizontal rule
- Insert date/time
  
- **Tools**
- Image Manager (upload/move/rename/insert)
- Image Properties (border/alt text/description/alignment/source/spacing/resize/thumbnail)
- Flash Manager (upload/move/rename/preview/insert)
- Media Manager (upload/move/rename/insert)
- Document Manager (upload/move/rename/insert)
- Hyperlink (create/modify/target/style/anchor/e-mail)
- Tables (create/modify/properties)
- Code Snippits (create/modify/insert)
- Form elements (create/modify/insert)
- Format Stripper (test)
- Contractor Function (insert/modify/properties/preview/insert)
- Load History (test)
- Module Manager (test)
  
- **Views**
- Edit view
- Code view
- Preview
- Full screen
- Zoom

## LAYOUTS

The Layout Engine will be tested to provide the following layouts and combinations thereof:

- ***Core & Combination Layouts***
- HTML
- A-Z
- Calendar
- FAQ
- FileBank
- Image Gallery
- News
- Press Release
- Simple Forms
- Site Map
- Slideshow
- Voting

## NAVBUILER

The NavBuilder will be tested to provide the listed functionality.

- ***Pages***
- Create new (root/child)
- Change Type (file/folder)
- Name (system/url)
- Metadata (title/description/keywords/url)
- Target (same/new)
- Variables (active/duplicate/in nav/output/menu/menu id/depth/RSS/alt id)
- Preview
- Layout (create/modify)
- Directory Location (change)
- Check in/out
- Refresh/reset/delete
  
- ***Folders***
- Create new (root/child)
- Change Type (file/folder)
- Rename
- Directory Location (change)
- Check in/out
  
- ***Menus***
- Refresh

## **B. FRONT-END WEB SITES**

Contractor shall provide test scripts that when executed will verify Web Sites have been developed according to a Department's requirements and that the Web Site is production-ready. Detailed test scripts shall include, but



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shall not be limited to testing a Web Sites front-end modular functionality, navigation, links, print, page display, Section 508 compatibility, mobile-friendly mode, search accuracy and content migration.

### C. WEB SITE PERFORMANCE (STRESS TEST)

Systems will be stress tested to confirm Web Site performance service levels are met.

### D. DISASTER RECOVERY FAIL-OVER

A full DR fail-over test will be performed.

### E. COUNTY ACCEPTNCE CRITERIA

Prior to the Contractor delivering Agreement deliverables to the County, Contractor will perform thorough quality assurance and testing of all deliverables. Upon receipt of Contractor deliverables, the County will perform user acceptance testing and verification.

Test Component	Acceptance Criteria	Acceptance Approval and Timeframe
Content Management System Configuration	Content Management System is configured in accordance with County requirements	County Relationship Manager  Verification will occur at the completion of Milestone 4
Migrated Web Sites	Web Site has been developed in accordance with the new approved designs, accessibility requirements and Department-specific requirements for Web Site I/A, CMS modular capability and content requirements, and is error and defect free.	Department Web Site owner and County Relationship Manager  Verification and acceptance will occur per Web Site at the completion of individual Web Site integration and content migration Milestone tasks
Content Management System Performance	Upon migrating all Web Sites to the CMS, the CMS is capable of performing within the CMS performance requirements defined in Section eight (8) County Web Site Performance and Service Levels	County Relationship Manager  Verification will occur within Milestone 8
Web Site Performance	Upon migrating all Web Sites to the CMS, County Web Sites perform within the performance requirements defined in Section eight (8) County Web Site Performance and Service Levels	County Relationship Manager  Verification will occur within Milestone 8
Disaster Recovery Fail-Over	The primary System is capable of failing-over to the secondary hosting site within 24 hours, and that the age of Web Site content on the secondary site is no longer than 24 hours old	County Relationship Manager  Verification will occur within Milestone 8
Web Site Accessibility	Web Sites are compliant with ADA Section 508C and CMS templates validate as WC3 compliant.	County Relationship Manager  Verification will occur prior to approval of milestone 8.2

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System and Data Back-up and Restore	The System and data is being backed up in accordance with Section 8 County Web site Performance and Service Levels, and is able to be 100% restored within 24 hours.	County Relationship Manager  Verification will occur prior to Contractor declaring the Site is ready for go-live
eGovernment System Security	The County has performed a security assessment to verify that Contractor managed eGovernment Systems are protected from unauthorized access and use and meet the Agreements security requirements and provisions	County Relationship Manager  Verification will occur prior to Contractor declaring the Site is ready for go-live
Web Sites Deployed for Production Use	Web Sites have been deployed for production use without error,	County Relationship Manager  Verification will occur immediately following Web Site go-live to production.

### F. WARRANTY

The Contractor fully warrants the Content Management Software and Web Site to be free of all bugs and defects for 12 months from the date the Web Site goes live.

The Contractor commit to the County; technicians that will be available during regular business hours to assist County personnel in all aspects of the Web Site maintenance and also to advise County staff on the development of any applications required to interface with other e-government initiatives. The Contractor will provide these services free of charge for a three (3) month period post Web Site go-live date.

**EXHIBIT I**  
**County of Orange Child Support Enforcement**  
**Certification Requirements**

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of Agreement, the successful Contractor must furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- C. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and shall continue to so comply.

**The certifications shall be stated as follows:**

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and shall continue to be in compliance throughout the term of Agreement \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.*

**It is expressly understood that this data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and shall be held confidential by those agencies.**

**Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Agreement. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Agreement.**

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

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**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

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- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and shall continue to so comply.

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and shall continue to be in compliance throughout the term of Agreement \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Agreement and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Agreement.*

---

Authorized Signature

Name

Title