

Attachment A



**CONTRACT MA-017-18011398**

**BETWEEN**

**THE COUNTY OF ORANGE**

**AND**

**CORNERSTONE ONDEMAND, INC.**

**FOR**

**INTEGRATED TALENT MANAGEMENT SYSTEM**

**(ITMS)**

Attachment A

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**CONTRACT MA-017-18011398**  
**BETWEEN**  
**THE COUNTY OF ORANGE**  
**AND**  
**CORNERSTONE ONDEMAND, INC.**  
**FOR**  
**INTEGRATED TALENT MANAGEMENT SYSTEM**

This Contract MA-017- 18011398 for a web-based, vendor-hosted Integrated Talent Management System, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by the last party to sign (“Effective Date”) by and between the County of Orange, a political subdivision of the State of California, acting through Orange County Human Resource Services, hereinafter referred to as “County”, and Cornerstone OnDemand, Inc., with a place of business at 1601 Cloverfield Boulevard, Suite 620 South, Santa Monica, CA 90404, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, General Services Administration issued Contract # GS-35F-0247V, hereinafter referred to as “GSA”, with Contractor for Information Technology Equipment, Software and Services currently in effect, under which Contractor provides services for a web-based, vendor-hosted Integrated Talent Management System (ITMS); and

**WHEREAS**, County desires to enter into a Contract with Contractor to provide County with services for a web-based, vendor-hosted ITMS; and

**WHEREAS**, Contractor agrees to provide County services for a web-based, vendor-hosted ITMS in accordance with the terms and conditions of GSA, incorporated by this reference in Attachment I, as modified by mutual consent of the Parties by means of this Contract, including Attachment A - Scope of Work; and

**WHEREAS**, County agrees to pay Contractor the fees for such services in accordance with the GSA pricing, as modified by mutual consent of the Parties as detailed in Attachment B – Compensation & Pricing and Attachment J – Cornerstone Modified GSA Price List; and

**WHEREAS**, the County’s Board of Supervisors has authorized the Purchasing Agent or authorized Deputy to enter into this Contract to procure Contractor’s services for a web-based, vendor-hosted ITMS;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**General Terms and Conditions:**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California, without reference to conflicts of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

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- B. Entire Contract:** This Contract, including Attachments A through L attached hereto and incorporated herein by this reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties, understandings, agreements or undertakings, other than those set forth herein or referred to herein. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract.

Electronic acceptance of any additional terms, conditions or supplemental contracts by either Party's employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless authorized by both Parties in writing in an amendment to this Contract. All automated end-user agreements (including, but not limited to, click-throughs, shrinkwrap, browse wrap and other non-negotiated terms and conditions provided with any of the Services) and documentation provided with any of the Services are specifically excluded and null and void. All terms and conditions in such agreements and documentation do not constitute a part or amendment of this Contract and shall have no force and effect and shall be non-binding on County, its employees, agents, and other authorized users, even if access to or use of such Service or documentation requires affirmative acceptance of such terms and conditions.

- C. Amendments:** Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on County unless made in writing and signed by the duly authorized representative of the Parties. No other act, document, usage or custom shall be deemed to change, modify or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** The pricing for Services provided by Contractor under this Contract shall exclude any and all applicable taxes. Contractor certifies not all taxes required by law for the Services in this Contract are provided in Attachment B, Compensation & Pricing. The Parties shall renegotiate this provision in the event of a change in the law requiring County to bear responsibility or pay any applicable taxes. County shall not be charged or be liable for any taxes not so specified.
- E. Delivery:** Time of delivery of Services is of the essence in this Contract where so expressly stated. County reserves the right to refuse any Services and to cancel all or any part of the Services that do not conform to the prescribed Attachment A, Scope of Work, in accordance with any applicable cure periods and other terms set forth herein. Each milestone shall not be deemed to be complete until all Services for that milestone have actually been received and accepted in writing by County pursuant to Paragraph "F".
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance of the ITMS shall not be deemed complete unless in writing and until all the Services under this Contract have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the testing set forth in accordance with Attachment C, Implementation Plan and Acceptance and Testing Procedures and 2) payment shall be made according to the requirements outlined in Attachment B, Compensation & Pricing.
- G. Warranty:** Mutual Warranties. Each Party represents and warrants to the other Party that, as of the date hereof, its execution, delivery and/or performance of the Contract does not conflict with any agreement, understanding or document to which it is a party.

Contractor expressly represents and warrants that:

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- (a) Contractor has and will continue to have the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and to grant all rights and licenses granted or required to be granted by it under this Contract;
- (b) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations under this Contract;
- (c) the Services covered by this Contract are and will remain free of liens or encumbrances;
- (d) to the best of Contractor's knowledge, based on commercially reasonable standards, the Services covered by this Contract (including any materials (e.g., software, documentation, specifications) or any part thereof as modified through the Services provided hereunder) do not infringe upon or violate any intellectual property rights (including any patent, copyright, trademark, trade secret, or any other proprietary right) of any third party and there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- (e) the ITMS is currently free of harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software) and Contractor will not introduce any harmful code during the Term or if introduced, such harmful code will be promptly eliminated by Contractor once Contractor becomes aware of such harmful code;
- (f) The ITMS will substantially and materially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings prescribed in Attachment A, Scope of Work and all availability requirements prescribed in Attachment F, Contractor Application Performance and Service Level Guarantee), except that the County has the sole and exclusive remedy to terminate this Contract without penalty should the ITMS not conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings prescribed in Attachment A, Scope of Work and all availability requirements prescribed in Attachment F, Contractor Application Performance and Service Level Guarantee);
- (g) Contractor will not knowingly use the services of any ineligible person or subcontractor for any purpose in the performance of the Services under this Contract;

All representations and warranties shall inure to County, its successors, assigns, customer agencies, and governmental users of the Services. To the extent permitted by applicable law, contractor disclaims all other warranties, express or implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice.

- H. Patent/Copyright Materials/Proprietary Infringement:** As between the Parties, Contractor will and does retain all proprietary and intellectual property rights, title and interest (including, without limitation, all intellectual property rights) in and to the Products. County retains all proprietary and intellectual property rights, title and interest in and to County Data and County Content. Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials or any part thereof in the use or operation of such materials or Services under this Contract. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "DD" below, it shall indemnify, defend and hold County and County Indemnitees harmless from and against any and all third party claims, suits or proceedings, alleging that any materials or Services provided hereunder, including the use or operation of such materials or Services, infringes on a patent, copyright, trademark, trade secret, or other proprietary right, and be responsible for payment of all costs, damages, penalties and expenses, related to or arising from such claim(s), suit(s) or proceeding(s) including, but not limited to, attorney's fees, costs and expenses.

Indemnification by County. County agrees to indemnify, defend, and hold harmless Contractor from and against any and all Damages incurred or suffered by Contractor which directly relate to or directly arise out



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of the violation or infringement of any third-party intellectual property rights by County Data or County Content. The foregoing provisions of this section shall not be applicable to the extent the Damages relate to or arise from Contractor's use of County Data or County Content in violation of this Agreement.

In the event any materials or any part thereof supplied by Contractor in performance of Services under this Contract is or becomes the subject of a claim of infringement of a patent, copyright, trademark, trade secret, or any other proprietary right, or is enjoined, Contractor at its own expense will with all reasonable speed and due diligence provide or otherwise secure for County, at Contractor's expense and election, one of the following: (a) the right to continue use of any such materials or any part thereof to the full extent contemplated by this Contract; (b) an equivalent system having the specifications as provided in this Contract; or (c) modification of the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system and meeting the requirements of this Contract. If none of these options are available on commercially reasonable terms, County will stop using the affected Services provided under this Contract and Contractor will refund to County any prepaid, unearned sums County has paid to Contractor for the affected Services. County then shall have the option of immediately terminating the Contract, or applicable portions thereof, without penalty and Contractor will refund to County any sums County has paid to Contractor for unused Services.

- I. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties.

**Assignment:** Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express prior written consent of County, which shall not be unreasonably withheld. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

**Subcontracting:** Any attempt by Contractor to sub-contract the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract. Notwithstanding the foregoing, County agrees that the following subcontractors are considered "approved" in accordance with the standards above: Appirio, Inc. or Tribridge, Inc. Further, County has the right to reasonably reject and request a replacement of Contractor's subcontractors. As with the use of any subcontractor under this Contract, Contractor must not use subcontractors in performance of implementation services without County's express prior written consent.

In the event that Contractor is authorized by County to subcontract, this Contract shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this Contract. All representations, warranties and obligations herein that refer to Contractor shall be obligations for the subcontractor. All matters related to this Contract shall be handled by Contractor with County; County will have no direct contact with the subcontractor in matters related to this Contract. The approval to subcontract shall not relieve Contractor in any way of its responsibility for performance of the work. Contractor is solely responsible for the performance of work under this Contract. Contractor will remain responsible and liable for acts and omissions of each subcontractor to the same extent as if such acts or omission were by Contractor. Any noncompliance by any subcontractor with provisions of this Contract will constitute breach by Contractor. Furthermore, County maintains its authority and right to approve all work performed, as stated elsewhere in this Contract.

In addition, Contractor shall give County immediate notice in writing of any legal action or suit filed and prompt notice of any claim, suit or proceeding made against Contractor, by any subcontractor which may



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result in litigation related in any way to this Contract or which may affect the performance of duties under this Contract.

- J. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, each Party has the right to terminate this Contract without penalty immediately with cause if such cause has not been cured after thirty (30) calendar days' written notice. Cause shall include, but not be limited to, any breach of contract by Contractor, any misrepresentation or fraud on the part of Contractor, and any conduct by Contractor that may expose County to liability or endanger the value, integrity, or security of County systems, County Data, or County's facilities or personnel. County's decision to exercise the right to terminate the Contract relieves County of all further obligations under this Contract. The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations and conditions that, by their express terms or nature and context, are intended to survive the termination or expiration of this Contract, survives any termination or expiration hereof.

A Party may immediately terminate this Contract if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

Contractor must include in its contracts with subcontractors a termination provision similar to this provision to prevent any claims against County arising from termination of subcontracts after County's termination of this Contract. Contractor is not entitled to make any claim against County resulting from any subcontractor claim against Contractor or County to the extent inconsistent with this paragraph.

- K. Consent to Breach Not Waiver:** Any action or inaction by either Party or failure of either Party in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by the Party of its rights hereunder and shall not prevent the Party from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. Further, no course of dealing by either Party in exercising of its rights shall constitute a waiver or excuse for breach of a term or provision of this Contract.
- L. Remedies Not Exclusive:** Except where otherwise expressly stated, the remedies set forth in this Contract are cumulative as to one another and as to any other provided by current or future law, in equity or by statute, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- M. Independent Contractor:** This Contract shall in no event be construed in such a way that either Party, including each Party's employees, subcontractors and anyone working for or with each Party, constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other Party. Contractor is and shall at all times be an independent contractor with regard to all performance under this Contract. 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 Contract, or who at any time are located or provide Services on County's premises, shall remain the respective employees of Contractor or its subcontractors, as applicable, and Contractor and its subcontractors shall have sole

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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 its employees, subcontractors nor anyone working for or with Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through 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 County shall have no responsibility whatsoever for any of the foregoing.

- N. Performance:** Each Party shall perform all work attributed to it under this Contract, taking necessary steps and precautions to perform the work in substantial and material accordance with the applicable Scope of Work. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods and/or Services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall, where applicable when furnishing such items, furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of Services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

Should Contractor change to a self-insured retention insurance model, the SIRs shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with 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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier 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 Contractor shall provide the minimum limits and coverage as set forth below:

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for non-owned and hired vehicles and for owned vehicles at any time Contractor owns vehicle	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per claims made \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability	\$1,000,000 per claims made \$1,000,000 aggregate

### **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.

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**Required Endorsements**

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 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

If Contractor's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall maintain coverage for two (2) years following the completion of the 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).

When requested by County in writing, insurance certificates should be forwarded to the agency/department address listed in this Contract.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, this failure may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

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

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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 (30) days of receipt of such notice, County may terminate the Contract as its sole and exclusive remedy.

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

- P. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of all work under this Contract. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the more specific requirements contained in paragraph "DD" below, it shall indemnify, defend, and hold County and County Indemnitees harmless from and against all liens or charges and be responsible for payment of all costs, damages, penalties and expenses related to or arising from the lien or charge.
- Q. Change of Ownership:** Contractor may, without the consent of County, assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of Contractor, where the responsibilities or obligations of County are not increased by such assignment and the rights and remedies available to County are not adversely affected by such assignment. Contractor agrees to provide written notification to County of the change or transfer of ownership no later than five (5) business days after the change or transfer of ownership. Contractor agrees that when the change or transfer of ownership of Contractor's business occurs before expiration or termination of this Contract, the new owners will be contractually required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them in accordance with this Contract. If County does not provide express written consent to the change or transfer of ownership within ten (10) business days after notification of the change or transfer of ownership, County reserves the right to immediately terminate this Contract without penalty upon or after the change or transfer of ownership of Contractor effective on the date of the change or the transfer of ownership. In the event of change or transfer of ownership, the new owners must obtain County's express prior written consent before performance of any new work under this Contract or costs are incurred against this Contract for new work. Any invoices for work performed after the change or transfer of ownership and before County's express prior written consent may not be paid by the County at the County's sole discretion.
- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike or other cause, beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. In the event of such a delay, County may suspend its performance hereunder until such time as Contractor resumes performance. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of ten (10) business days or more. Unless County terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the delay. No Force Majeure event excuses Contractor's other obligations under this Contract which were not affected by the force majeure.

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Notwithstanding the foregoing or any provision of this Contract, in no event will the following be considered a Force Majeure event: (a) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited directly and solely to the Contractor Systems; and (b) the delay or failure of any Contractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure event.

- S. Confidentiality:** Subject to the California Public Records Act, the Parties agree: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those affiliates and subcontractors of Contractor providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Contract; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Contract; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive expiration or termination of this Contract. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

All County Data shall be deemed confidential. Contractor will hold all County Data in strict confidence and agree to maintain the confidentiality of all County Data pursuant to all statutory laws (including federal and state) relating to privacy and confidentiality that currently exist or come into effect at any time during the term of this Contract and to which Contractor is subject (which at least for the purposes of this Contract includes those laws concerning personally identifiable information). Except as expressly set forth in the Contract, Contractor will not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, such County Data to third parties other than employees, agents, or subcontractors who require the County Data for performance of this Contract and will not use such County Data for any purpose other than for performance of this Contract. Contractor agrees to advise and require its employees, agents, and subcontractors of their obligations to keep all County Data confidential in compliance with this paragraph.

Contractor shall immediately report to County any and all unauthorized disclosures or uses of County Data of which Contractor or Contractor's employees, agents and subcontractors is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of County Data to others or unauthorized use of County Data may cause immediate and irreparable harm to County. If Contractor should publish, disclose, or use such County Data without authorization, County shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless County and County Indemnitees from all third party claims for damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized use or disclosure of County Data.

- T. Compliance with Laws:** Contractor represents and warrants that Services provided under this Contract shall fully comply, at Contractor's expense, with all federal, state, and local standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws") to which they are subject, including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the Services at the time the Services are provided to and accepted by County. Such laws include 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.



## Attachment A

- U. Pricing:** The Contract price in Attachment B, Compensation & Pricing, shall include full compensation for providing all required Services as specified in Attachment A, Scope of Work, and no additional compensation will be allowed unless otherwise provided for in this Contract, including any amendments thereto.
- V. Terms and Conditions:** Each Party acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- W. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning herein.
- X. Severability:** Contractor and County agree that if any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, such term or provision shall be deemed stricken and the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
- Y. Calendar Days:** Any reference to the word “day” or “days” herein means calendar day or calendar days, respectively, unless otherwise expressly provided.
- Z. Attorney’s Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney’s fees, costs and expenses.
- AA. Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its 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 it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- BB. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- CC. Employee Eligibility Verification:** Contractor represents and warrants that it is and will remain in compliance with all Federal and State statutes and regulations regarding the employment of aliens (as that term is defined in applicable statutes and/or regulations) and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in



## Attachment A

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 Contract.

**DD. 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 and against any and all third party claims, demands, suits, actions, proceedings or liability of any kind or nature, including but not limited to personal injury or property damage, **that does or is alleged to arise from or relate to the Services, products or other performance provided by Contractor (including its employees, agents, officers and subcontractors) pursuant to this Contract, including but not limited to Contractor's representations, warranties, covenants and obligations under this Contract.** Contractor will not, without County's express prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, suit, action or proceeding. 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.

### Additional Terms and Conditions

1. **Scope of Contract:** This Contract, together with the Attachments attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which Contractor shall provide County with services for a web-based, vendor-hosted ITMS ("Services").
2. **Term of Contract:** The term of this Contract is for thirty eight (38) consecutive months from the Effective Date, subject to the termination rights set forth in this Contract. The Contract may be renewed for two (2) additional two (2) year consecutive terms under the same terms and conditions (including pricing) as herein with the written consent of both Parties. County's renewal of the Contract may require approval of the County of Orange Board of Supervisors. County does not have to provide a reason should it elect not to renew the Contract.

Should the GSA (including for the purposes of this paragraph any renewal or successive GSA contract) expire or terminate before the expiration or termination of this Contract's initial or renewal terms, this Contract will remain in effect for only those orders of goods and Services issued before the GSA expired or terminated regardless of whether delivery of the goods and performance of the Services is completed after the GSA expired or terminated.

3. **Compensation:** Contractor agrees to accept the compensation in the manner specified, as set forth in Attachment B, Compensation & Pricing, as full remuneration for providing Services and furnishing all staffing and materials required under this Contract, including for any reasonable unforeseen difficulties which may arise or be encountered in the execution of the Services until acceptance, and any risks connected with the Services and for performing all of its duties and obligations required herein as they now exist or may hereafter be amended. Payments made by County shall not preclude the right of County from thereafter disputing any Services involved or billed under this Contract and shall not be construed as acceptance of any part of the Services or the waiver of any warranties or requirements of this Contract.
4. **Precedence:** The Contract documents consist of this Contract, including its Attachments. In the event of a conflict or inconsistency between or among the Contract documents, the following order of precedence shall apply: (a) the provisions of the main body of this Contract (i.e., those provisions set forth in the recitals and articles), excluding its Attachments; (b) Attachment A; (c) Attachment D; (d) Attachment E; (e) Attachment G; (f) Attachment B; (g) Attachment F; (H) Attachment C; (i) Attachment I; (j) Attachment H; (k) Attachment J; (L) Attachment K; and (m) Attachment L.

## Attachment A

- 5. Right to Access and Use Services:** Subject to the terms and conditions of this Contract, and solely for the Term, Contractor grants County a non-transferable, non-sublicensable and non-exclusive limited license and right to use and access all Services and other functionalities or services provided and paid for, as provided for, furnished or accessible under this Contract and as further described in Attachment A, Scope of Work. County is authorized to access County Data and any Contractor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to County Data. This shall include the right of County to, and access to, all ITMS maintenance and warranty updates for the purchased Products, upgrades, patches, fixes and support without Contractor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users and in accordance with system requirements provided by Contractor, County may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by County or other authorized users.
- 6. County Restrictions.** County may only use the Products for its own lawful, internal business purposes. County shall not: (i) use or deploy the Software in violation of applicable laws or this Contract; (ii) resell the Products except through Extended Enterprise transactions/registrations; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Contractor; or (vi) subject to California Public Records Act, release the results of benchmark tests or other comparisons of the Products with other software, services, or materials. County will be responsible for Active Users' compliance with the Contract and liable for Active Users' breach thereof. County will ensure that it has obtained all necessary consents and approvals for Contractor to access County Data for the purposes permitted under this Contract. If County is in breach of this paragraph, Contractor may suspend Services if and to the extent necessary to mitigate or avoid imminent damage, in addition to any other rights and remedies Contractor may have at law or in equity.
- 7. Authority Retained by County:** County shall have and at all times retain the exclusive right and authority to: (a) define, determine, and control County's talent management-related policies, strategies, objectives, and goals; (b) define, determine, and alter any or all of County's business processes; and (c) assess Contractor's quality and performance. Contractor shall, at all times during the term, 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 Contract. Any changes shall only be effective on the written agreement of both Parties.
- 8. Contingency of Funds:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty to County. Contractor acknowledges that funding or portions of funding for this Contract 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 or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. Termination under this paragraph is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.
- 9. Breach of Contract:** The failure of a Party to materially perform any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract. In the case of such material breach, each Party shall, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do the following:
- a. Afford the other Party written notice of the breach and, if the breach is curable, thirty (30) calendar days or such shorter time that may be specified in this Contract, within which the Party is to cure the

## Attachment A

breach. If the breach is not or cannot be cured, then the other Party may terminate the Contract without penalty.

- b. Discontinue payment to Contractor or performance of Services for County for and during the period in which the other Party is in breach.

10. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, and relatives, sub tier contractors and third parties associated with accomplishing the work and Services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
11. **County Project Manager:** County shall appoint a Project Manager that shall: (a) act as the primary liaison between County and the Contractor's Project Manager; (b) have overall responsibility for directing and coordinating County's activities hereunder; and (c) be vested with the necessary authority to fulfill all of the responsibilities of the County's Project Manager described in this paragraph. County represents that the individual designated as the County's Project Manager is, and shall ensure that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to County, its respective businesses, business practices, functions, and related activities, and its respective systems, requirements, and needs.
12. **Contractor Project Manager:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Contractor's Project Manager shall at all times: (i) act as the primary liaison between Contractor and the County's Project Manager; (ii) have overall responsibility for directing all of Contractor's activities hereunder; and (iii) be vested with the necessary authority to fulfill all of the responsibilities of the Contractor's Project Manager described in this paragraph. Contractor represents that the individual designated as the Contractor Project Manager is, and promises that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to County and its respective solution, requirements, and needs. Except where Contractor removes the Contractor Project Manager from his or her position within Contractor, without the prior written consent of the County's Project Manager, which consent shall not be unreasonably withheld, Contractor shall not: (a) designate a replacement for the Contractor's Project Manager; or (b) voluntarily replace or reassign the individual serving as the Contractor's Project Manager during the first two (2) months after the date that such individual commences performing the duties of the Contractor's Project Manager hereunder. In addition to the rights set forth in Paragraph 11 above, the County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing Services to County under this Contract. The County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager. County is required to provide a reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing Services to County under this Contract.
13. **Contractor Personnel:** Contractor shall provide key personnel who are suitably skilled, experienced and qualified to perform the Services. The key personnel shall include those comparable to the individuals listed in Attachment K, Key Personnel. In addition to the rights set forth in Paragraph 11 above, the County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing Services to County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within five (5) calendar days after written notice by the County's Project Manager. County is required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing Services to the under this Contract.

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In addition, Contractor shall appoint a Security Officer to be available to respond to County's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

- 14. Contractor's Power and Authority:** Contractor represents and warrants that it has the full power and authority to grant the rights herein granted. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
- 15. Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the Contract and except as otherwise provided herein. Any such communications shall be deemed duly given (1) upon actual delivery, if delivery is by hand, or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time in the manner aforesaid.

**County Contracts**

County of Orange  
Human Resource Services  
C/O County Procurement  
Office  
Attn: Gabriela George  
Contracts Administrator  
1300 S. Grand Ave, Bldg A  
Santa Ana, A 92705

**County Program Manger**

County of Orange  
Human Resource Services  
Attn: Jamie Crews  
Title: Senior Manager,  
Organizational Effectiveness  
Address: 333 W Santa Ana  
Blvd., Santa Ana 92701

**Contractor:**

Jared Bogert or Hilary Harris  
Cornerstone OnDemand.  
1601 Cloverfield Blvd  
Suite 600 South  
Santa Monica  
CA 90404

With copy to:  
General Counsel

- 16. Orderly Termination:** Upon receipt of a termination notice from County, Contractor shall stop work under this Contract on the date and to the extent specified in the termination notice. Immediately following termination of this Contract, County shall cease using all Products except to the extent allowed by this Contract. Contractor shall complete performance of such part of the work as shall not have been terminated by the termination notice, if any. Upon termination or expiration of this Contract and in accordance with a transition document to be signed by the Parties at a later time, if any, each Party shall assist the other Party in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party. Upon expiration or earlier termination, at no additional charge, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract and Contractor shall, within the time period mutually agreed but no later than ninety (90) calendar days, return all County Data to the County at no additional charge, in Comma Separated Value file format or other format as agreed upon by the Parties.
- 17. Data - Title to:** All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium furnished to Contractor in the performance of this Contract and created or modified by County through its use of the ITMS, including all intellectual property rights in or pertaining to the same, ("County Data") shall be owned solely and exclusively by County and will at all times remain the property of County. Subject to Section "Statistical Data" below, County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in, and all intellectual property rights in and to, all County Data. Such County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under

## Attachment A

this Contract or as specifically directed by County in writing. Contractor must keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other data, commercially exploit, make available 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, as required to address technical or service issues for County, or as expressly directed by County in writing. All County Data, including copies, must be promptly returned or delivered to County upon expiration or earlier termination of this Contract pursuant to Paragraph "16", Orderly Termination. In addition, Contractor shall provide County, at no additional charge, access to all County Data, reports and other documents or materials created by or obtained from County being stored by Contractor under this Contract. In addition, all documents, data, studies, reports, or non-SaaS product created exclusively for County as a result of the performance of the Contract shall constitute the property of County.

- 18. Data Location:** Except where Contractor obtains County's prior written consent, the physical location of Contractor's data center where County Data is stored shall be within the continental United States.
- 19. Trans-Border Data Flows:** Contractor shall not transfer any County Data across a country border unless Contractor obtains County's express prior written consent. Contractor's employees located in India and Israel may perform technical projects related to the Services, but Contractor (which includes Contractor employees and subcontractors) may not access County Confidential Information and/or County Data and Records unless Contractor obtains County's express prior written consent.
- 20. Contractor's Records:** Contractor shall keep true and accurate books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and data, which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored at Contractor headquarters for a period of three (3) years after final payment is received from County.
- 21. Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Deputy Purchasing Agent by way of the following process:

Contractor shall submit to the Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.

Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official of Contractor indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, and only if County has paid Contractor the undisputed portion of the fees, Contractor agrees to diligently proceed with the performance of this Contract, including the provision of Services, as specified in Attachment A, Scope of Work. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

## Attachment A

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Purchasing Agent. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction.

Nothing in this paragraph shall be construed as affecting a Party's right to terminate the Contract pursuant to paragraph "J", Termination.

- 22. Gratuities:** Contractor represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 23. Authorization Warranty:** Each Party represents and warrants that the person or persons executing this Contract on behalf of and for each Party is an authorized agent who has actual authority to bind the Party to each and every term, condition and obligation of this Contract and that all requirements of the Parties have been fulfilled to provide such actual authority.
- 24. News/Information Release:** Contractor agrees that it shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and express prior written consent of said news release from County through the County's Project Manager.
- 25. Notice of Claims:** Contractor shall give County prompt notice in writing of any legal action or suit filed related in any way to this Contract or which may negatively and adversely affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.
- 26. No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
- 27. Limitation of Liability:**

Neither Party shall be liable to the other for any remote or speculative damages arising out of this Contract. Each Party's total liability with respect to claims arising out of this Contract shall not exceed, in the aggregate, the total amount paid or payable under this Contract during the twelve (12) months immediately preceding the date the cause of action giving rise to the claim took place.

The limitations contained in this paragraph 27 shall not apply to: (a) claims subject to or amounts payable by Contractor and County pursuant to each party's intellectual property indemnification obligations; (b) claims with respect to County's, Contractor's or Contractor's subcontractor's breach of confidentiality and security obligations set forth in the Contract; (c) claims with respect to Contractor's or Contractor's subcontractor's



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breach of security obligations set forth in the Contract with respect to County Data; (d) claims with respect to County's, Contractor's or Contractor's subcontractor's infringement of the other party's or third party's intellectual property rights; (e) claims for losses arising out of the willful misconduct or gross negligence of Contractor or Contractor's subcontractors; (f) claims for Contractor's willful breach of this Contract; and (g) claims with respect to Contractor's or Contractor's subcontractor's indemnification obligations, provided, further, that the claims in Sections 27 (b), (c) and (g) shall be limited to two and one-half times (2.5x) the total fees paid or payable by County to Contractor for the twelve-month period immediately preceding the date the cause of action arose.

28. **Documentation:** Contractor agrees to provide to County, at no charge, all documentation as described in Attachment A, Scope of Work, and updated versions thereof generally on a quarterly basis.
29. **Contractor's Expense:** County will be responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all "out of pocket" expenses incurred by Contractor during the performance of the Services under this Contract, unless otherwise specified. County shall be responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center. For clarity, this provision only applies to optional services offered by Contractor and not to Services specifically required under this Contract. Contractor is responsible for the above stated costs for all Services specifically required under this Contract.
30. **Promotional/Advertisement:** County owns all rights to the name, logos and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or Services. Contractor has permission to list County as a client in investor-related communications.
31. **Publication:** Subject to Section "Suggestions" in the Software-as-a-Service Terms, no copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, or from the use of County Data, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the Services under this Contract. All press releases, including but not limited to, graphic display information to be published in newspapers and magazines, are to be administered only by County unless otherwise agreed to by both Parties.
32. **Project Plan:** The Services performed under this Contract shall be done in accordance with the approved Project Plan incorporated in Attachment C, Implementation Plan and Acceptance Testing Procedures. Both Parties shall be responsible for schedule adherence as outlined therein.
33. **Equal Employment Opportunity:** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
34. **Civil Rights:** Contractor attests that the Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act



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of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

- 35. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 36. Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
- 37. Software-as-a-Service Terms.**
- i. **Extraction of County Data.** During the term of this Contract, County shall be able to extract County Data itself without cost at any time.
  - ii. **Support.** After Implementation is completed, Contractor shall provide the level of technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package (i.e., not all Active Users) may contact Contractor for support. County agrees to promptly provide Contractor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Contractor, in order for Contractor to comply with its support obligations hereunder. In no event shall Contractor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Contractor or on Contractor's behalf. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed County Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Contractor may disable the implicated County Content and/or deny access to County's portal only if and for so long as necessary to remedy the issue.
  - iii. **Statistical Data.** Without limiting the confidentiality rights and intellectual property rights protections set forth in this Contract, Contractor has the right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Contractor from utilizing the Statistical Data for business and/or operating purposes, provided that Contractor does not share with any third party Statistical Data which reveals the identity of County, County's users, or County's Confidential Information.
  - iv. **Suggestions.** Contractor shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by County or its users relating to the general operation of the Products.
  - v. **Responsibility for Third-Party Offerings.** The Software may contain features capable of interoperating with third-party applications. To use such features, County may be required to obtain access to such applications from a third-party provider. Contractor shall not be responsible for County's access to, or operation of, third-party applications not offered or sold by Contractor to County.
  - vi. **Export Controls.** County understands that use of the Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including without limitation the Export Administration Regulations maintained by the

## Attachment A

U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

vii. **Definitions:**

- i. "Active User" means, in a given calendar month, a user established on the Software with a designation of "active" at any time during that month. County determines who is an Active User, subject to the maximum number(s) of Active Users set forth in the respective Order(s).
- ii. "County Content" means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by County.
- iii. "County Data" has the meaning set forth in paragraph 17, "Data – Title To."
- iv. "Confidential Information" means any non-public information of Contractor or County (including County Data) disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Contract or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- v. "Implementation" means implementation, deployment, and/or training relating to the Software.
- vi. "Order" means a Product purchase in a schedule, statement of work, addendum, or amendment signed by both parties.
- vii. "Products" means any and all Services, work product resulting from Services, and Software.
- viii. "Service" means, in addition to the definition in Paragraph 1, "Scope of Contract", any service rendered by Contractor specifically to County, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by County; and/or (vi) any consulting service.
- ix. "Software" shall mean the Contractor's ITMS and (i) any and all of Contractor's proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Contractor at the request of a County; and (ii) application functionality provided by Contractor-contracted third parties.

- 38. Preparation for Successor to this Contract:** At any time or times during the term, at the written request of County, Contractor shall provide County with any information (except trade secrets and related methodologies) that County is entitled to receive under this Contract that 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 Contract. Such requested information may include, but shall not be limited to, 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 described in Attachment A, Scope of Work.

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- 39. Transition Period:** For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor must provide all reasonable transition assistance requested by County to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to County or its designees (“Transition Period”). Contractor shall continue to make the Services available to County at the same rates set forth in Attachment B, Compensation & Pricing, and Attachment J, Cornerstone Modified GSA Price List. Further, Contractor shall assist County in extracting and/or transitioning all County Data as set forth in Paragraph 37 (i), “Extraction of County Data.” The Transition Period may be modified in Attachment A, Scope of Work by written amendment of both parties, or as agreed upon in writing by the Parties in a contract amendment.

County may be entitled to seek damages or losses it incurs as a result of Contractor’s failure to comply with this paragraph. Unless otherwise stated in Attachment A, Scope of Work, Contractor shall permanently destroy or render inaccessible any portion of the County Data in Contractor’s possession or control following the expiration of all obligations in this paragraph but only after County Data has been returned in the agreed-upon format; however, should the County notify Contractor that the County Data is not usable, readable, and accessible by County within thirty (30) calendar days after Contractor has returned the County Data, Contractor shall not permanently destroy or render inaccessible the County Data while the Parties attempt to resolve the issue in good faith. Within thirty (30) calendar days of receipt of written request, Contractor shall issue a written statement to County confirming the destruction or inaccessibility of County Data. County, at its option, may purchase additional transition Services as agreed upon in the Scope of Work.

- 40. Discovery:** Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data or County’s use of Contractor’s services. Contractor shall notify County by the fastest means available (phone, email, fax or mail) and also in writing, with additional notification provided to the County’s Project Manager or designee, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying County, unless prohibited by law from providing such notification. Contractor agrees to make all commercially reasonable efforts to provide its intended responses to County with adequate time for County to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction, but in no event less than five (5) business days prior to releasing its intended responses. Contractor shall not respond to legal requests directed at County unless authorized in writing to do so by County.

- 41. Service Level Commitment:** Except as otherwise specified in this Contract, from and after Go-Live of the module(s) purchased by County, Contractor shall provide the Services at levels that are equal to or better than the Service Level Requirements (“SLR”) applicable to such Services. Contractor shall be responsible for meeting or exceeding the applicable SLRs 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 SLRs is set forth in Attachment F, Contractor Application Performance and Service Level Guarantee. Any resources utilized by the Contractor pursuant to the terms hereof shall incorporate methods permitting measurement of all performance-related SLRs.

The Contractor shall measure and compare the actual or observed performance resulting from Contractor’s performance of the Services with the SLRs during each month. The Contractor shall provide access to the SLRs in the “Cornerstone Client Success Center.”

- 42. Service Level Fee Reductions:** Shall be as set forth in Attachment F, Contractor Application Performance and Service Level Guarantee.

## Attachment A

- 43. Service Level Agreement:** In the event of any Defect in connection with the ITMS, Contractor shall correct such Defect in accordance with the required times and other terms and conditions set forth in Attachment F, Contractor Application Performance and Service Level Guarantee. Failure to promptly remedy any such Defect may result in County exercising its options for assessing damages as set forth in Attachment F.
- 44. Anti-Malware Protections:** 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. Contractor servers and network equipment hosted at the data center 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, County, or any subcontractor, in connection with the provision or receipt of the Services. A "Disabling Device" is a computer 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 Data or launch attacks on the Services. Contractor shall assist 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.

- 45. Redundant Hosting and Backup Requirement:** Contractor shall operate at least one secondary system at a location in the continental United States that is geographically remote from the primary system on which Contractor hosts the ITMS. Contractor shall maintain near real-time replication between the primary and secondary systems, which will enable Contractor to provide the ITMS during any outage or failure of the primary system. In doing so, Contractor shall make commercially reasonable efforts to ensure: (a) all County Data is backed up to tape at each data center on a rotating schedule of incremental and full backups; (b) any backups tapes are cloned over secure links to a secure tape archive; and (c) any backup tapes are not transported off site and are securely destroyed when retired. Further, at a minimum, Contractor shall perform (i) incremental daily back-ups, (ii) weekly full backups, and (iii) such additional back-ups and other measures Contractor may determine to be necessary to maintain such reasonable safeguards.
- 46. Disaster Recovery Plan:** Contractor shall maintain a disaster recovery plan in effect throughout the term of the Contract and implement such disaster recovery plan in the event of any unplanned interruption of the ITMS. The disaster recovery plan shall be completed and made available for County's review no later than three (3) months after the Contract Effective Date and shall be incorporated herein by reference as Attachment H, Contractor's Disaster Recovery Plan. The disaster recovery plan shall be subject to County's review upon reasonable notice to Contractor. Contractor shall maintain reasonable safeguards against the destruction, loss, intrusion and unauthorized alteration of printed materials and data in its possession. Contractor will actively test, review and update the disaster recovery plan on at least an annual basis using industry best practices as guidance. Paragraph R, Force Majeure, does not limit Contractor's obligations under this paragraph.

The County's Project Manager may identify and notify Contractor in writing of other items that the County's Project Manager reasonably deems appropriate for inclusion in the disaster recovery plan. Contractor shall promptly review and discuss with the County's Project Manager all such additional items and if Contractor agrees in its sole discretion, promptly revise the disaster recovery plan to properly address such additional items. In addition, at least annually, Contractor shall revise the disaster recovery plan to ensure it is current

## Attachment A

with commercially reasonable best industry practices. Upon request, Contractor shall submit a copy of its disaster recovery plan to the County's Project Manager for review. Contractor shall also periodically (not less than once per calendar year) test the procedures set forth in the disaster recovery plan to ensure that Contractor is capable of promptly and successfully executing them.

**47. Security Management Services:** Contractor shall provide appropriate and comprehensive security Services, that meet County's security requirements identified in Attachment D, ITMS Technical Requirements, using industry best practices and methods, and commercially available technology, to at all times ensure the security and integrity of the ITMS and County Data, and to protect against unauthorized access to, use of, or intrusion into, the systems and unauthorized disclosure of the County Data. Without limiting anything set forth in the Scope of Work, such services shall include operating ITMS 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 to which County and Contractor are subject relating to security, privacy, or confidentiality, ensuring compliance with County security policies and procedures provided and made available to Contractor in this Contract, performing all necessary and appropriate security-related audits and reports, and, to the extent practically possible and upon request, promptly providing the County with a full and complete copy of each such report.

**48. Compliance with County Information Technology Policies and Procedures:**

### IT Policies and Procedures

Contractor and Contractor's subcontractors, personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of County as they now exist or may hereafter be created, changed, modified or amended, that are provided or made available to Contractor that reasonably pertain to Contractor in connection with Contractor's performance under this Contract. Contractor shall cooperate with County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of County, be cause for termination of this Contract.

### Security Policies

All performance under this Contract shall be in accordance with the County's security requirements, policies, and procedures as set forth in this paragraph 48 and in Attachment G, County of Orange Information Technology Security Policy as it now exists or may hereafter be created, amended, modified, supplemented, or replaced by County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures (collectively, the "Security Policies"). Revisions shall be subject to the mutual consent of the Parties.

### General Security Standards

Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by Contractor or its agents to access County systems or otherwise in connection with the Services ("Contractor Systems") and shall prevent unauthorized access to County systems or County Data through the Contractor Systems. At all times during the term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure the levels of security that are common and prevalent in the industry and in accordance with industry best practices. Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County Data from data breach, protect County Data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the

## Attachment A

introduction of viruses, Disabling Devices, malware and other forms of malicious or inadvertent acts that can disrupt County's access and use of County Data and the Services.

### Information Access

Contractor shall, at all times, use appropriate safeguards and security measures so as to ensure the confidentiality and security of all County Data. At all times during the term, Contractor shall, and shall cause Contractor personnel and subcontractors, and the employees or agents of any of the foregoing to, comply with all of County's policies and procedures regarding data access and security that are expressly set forth in this Contract, including those prohibiting or restricting remote access to the systems and County Data, as set forth in the Security Policies. County may require all Contractor personnel performing Services under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel 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. From time to time throughout the term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel having access to the County systems and County Data, and the respective security level or clearance assigned to each such Contractor person. All County systems, and all data and software contained therein, including County Data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor 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 or Contractor's personnel and subcontractors, at any time. Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph may constitute a breach of this Contract. Any such failure shall entitle County to deny or restrict the rights of such non-complying Contractor personnel to access and use the County systems and County data, as the County in its sole discretion shall deem appropriate.

### Protection of County Data

Contractor shall maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its processing of County Data that comply with the requirements of Contractor's data security policies set forth in Attachment L, Contractor's Data Security Policy, and, to the extent such practices and standards are consistent with and not less protective than the foregoing requirements, are at least equal to applicable best industry practices and standards. Contractor also shall provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data, consistent with best industry practice and standards. Further, Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and prevent County Data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County Data. Contractor shall also continuously monitor its systems for potential areas where security could be breached.



## Attachment A

### Security Audits

Contractor shall maintain complete and accurate records relating to its Statement on Standards for Attestation Engagements No. 16 (SSAE 16) SOC 1 Type 2 or SOC 2 Type 2 or equivalent's data protection practices and the security of any of County hosted content, including any backup, disaster recovery or other policies, practices or procedures. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report. If Contractor does not perform a SSAE 16 SOC 1 Type 2 or SOC 2 Type 2 or equivalent audit at least once per calendar year, then County may, upon mutual agreement as to timing and scope (with scope that is at least an equivalent to a SSAE 16 SOC 1 Type 2 or SOC 2 Type 2 audit), perform or have performed by an independent security expert its own such security audits, which may include penetration and security tests of Contractor Systems and operating environments. All such testing shall ensure all pertinent County security standards as well as any customer agency requirements (e.g., such as federal tax requirements or HIPPA) are in place.

### Breach of Security

Any failure of the Services to meet the requirements of this Contract with respect to the security of County Data, including any related backup, disaster recovery or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors, or their employees or agents, of any of the foregoing, may be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

### Breach Notification

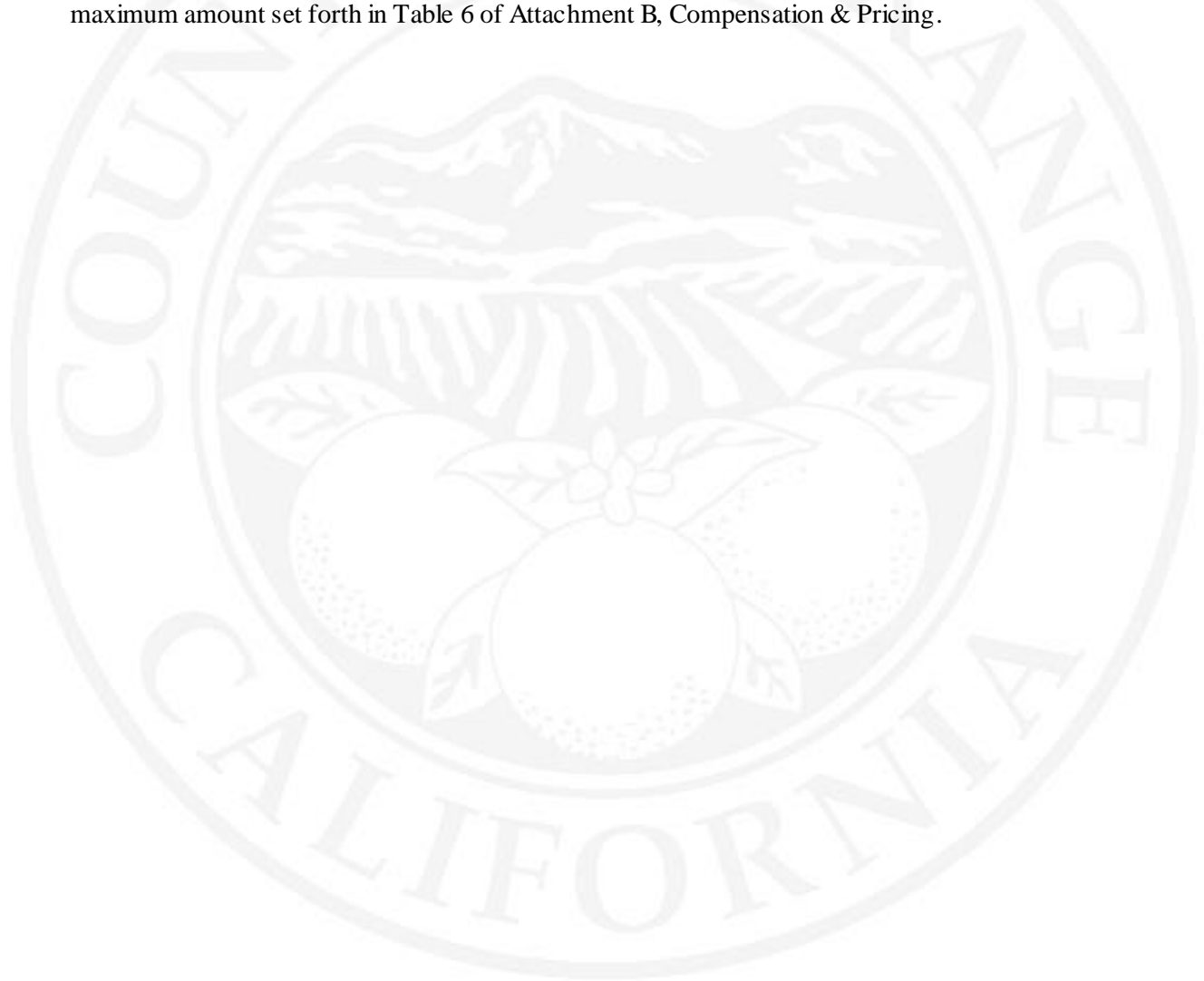
In the event Contractor confirms any cyber security incident up to and including a breach due to Contractor's acts or omissions other than in accordance with the terms of the Contract, Contractor shall, at its own expense, (1) promptly notify the County's Project Manager and Orange County Information Technology Enterprise Security of such security breach and perform a root cause analysis thereon, (2) investigate such security breach, (3) provide a remediation plan, acceptable to County, to address the security breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event, and (5) cooperate with County and any law enforcement or regulatory officials investigating such security breach. County shall make the final decision on notifying County persons, entities, employees, service providers and/or the general public of such security breach, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification related costs incurred by County arising out of or in connection with any such security breach due to Contractor's acts or omissions other than in accordance with the terms of this Contract resulting in a requirement for legally required notifications.

- 49. Contract Counterparts:** This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party's authorized signatory or signatories.
- 50. Optional Services and Additional Licenses:** County may at any time request Contractor to perform the Optional Services and/or purchase the additional licenses described in Attachment B, Compensation & Pricing, pursuant to the process outlined in this paragraph. County's Project Manager shall submit a written request to Contractor's Project Manager that specifies the desired services to the same degree of specificity as in the original Scope of Work and/or the number of licenses requested to be purchased. Contractor shall,



## Attachment A

not more than thirty (30) business days (or other mutually agreed upon period) after receiving the written request, notify County whether or not the requested services and/or additional licenses are possible and, if possible, any associated impact to cost and/or schedule and, if so, provide a firm proposal that specifies the associated impact to the cost and/or schedule of the original Scope of Work. All professional services shall be at the hourly rate set forth in Attachment B, Compensation and Pricing. All additional licenses shall be at the pricing set forth in Attachment B, Compensation and Pricing. If Contractor notifies County that the Services are not possible, Contractor and County shall mutually agree upon an alternative scope of work or decide that the additional services are no longer requested. Contractor will continue performing the Services in accordance with the current Attachment A, Scope of Work, until both Parties otherwise agree to the requested services and/or additional licenses in an amendment. If County accepts Contractor's proposal, Contractor shall provide the requested services and/or additional licenses for the cost stated in the proposal and subject to the terms and conditions of this Contract pursuant to an amendment. County's Deputy Purchasing Agent shall have the authority of County to execute any and all such amendments up to the maximum amount set forth in Table 6 of Attachment B, Compensation & Pricing.



Attachment A

SIGNATURE PAGE

In WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below:

**CORNERSTONE ONDEMAND, INC.\*:**

DATE: 2-15-18

SIGNATURE: 

PRINT NAME: Adam Miller

TITLE: President & CEO

DATE: 2-15-18

SIGNATURE: 

PRINT NAME: Adam Warr DS  
AW

TITLE: GC and Secretary

*\*If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

.....  
**COUNTY OF ORANGE**

**A political subdivision of the State of California**

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
  
BY: \_\_\_\_\_  
  
NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: Timothy Shears, DPA

TITLE: Deputy Purchasing Agent

DATE: \_\_\_\_\_

## Attachment A

**Attachment A - Scope of Work****I. OVERVIEW**

The County of Orange is comprised of twenty-two (22) Agencies/Departments and over 18,500 employees located throughout the County. County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services, and aviation. County is seeking to implement an Integrated Talent Management System (ITMS) specifically designed to meet the needs of the County of Orange, County Executive Office, Human Resource Services, and other County Agencies and Departments.

**II. BACKGROUND**

The County of Orange currently uses a combination of manual and automated processes for onboarding, learning management, and performance management. County desires to better manage and engage its workforce in order to more fully align its workforce with its business objectives. The goal is to deliver highly effective and innovative government by investing in County's workforce and strategically managing County's talent. To achieve these goals, the ITMS will manage the County's talent and the entire employee life cycle.

County requires a secure, single platform, workflow-driven system that leverages a single employee competency model, integrates with County's existing core human resource system of record (CGI Advantage known as CAPS+ in Orange County), and centralizes all talent processes. County desires to use the ITMS for a broad range of functional and decision-making capabilities to strategically handle today's and tomorrow's talent management issues within a consistent, end-to-end framework. The ITMS is expected to empower County with insight, agility, efficiency and consistency in talent management.

Currently, County is focused on learning management and performance management. These two modules are the anchors of an employee life cycle and will facilitate a systematic approach to County's talent management. Information will be accessible and utilized throughout all modules to support enterprise-wide learning and talent development. This system will be a single point of entry for all employee development needs, as well as a portal for employees and managers to collaborate and manage performance.

An integrated talent management approach allows County to strategically leverage talent and to more effectively hire, develop, and retain talent to meet current and future business requirements. Leveraging technology through the use of an integrated talent management system will serve as a key mechanism for meeting County's talent needs.

**III. SCOPE OF WORK - GENERAL**

Contractor is to provide County with the products and/or services described in Attachment I, General Services Administration Contract ("GSA") # GS-35F-0247V (incorporated in Attachment I) and more fully detailed in this Attachment A, Scope of Work, at the modified prices identified in Attachment J, Cornerstone Modified GSA Price List. Contractor will perform the Services in accordance with the Project Plan detailed in Attachment C, Implementation Plan and Acceptance and Testing Procedures.

The GSA lists all modules offered by Contractor for an ITMS as of the Effective Date of this Contract. The modules procured as identified in this Attachment A may be revised throughout the term of the Contract. Further, County may purchase any combination of the products and/or services listed in

## Attachment A

Attachment J, Cornerstone Modified GSA Price List, but not included in this Attachment A; however, any such purchase may require approval by the County of Orange Board of Supervisors.

### IV. SCOPE OF WORK - CONTRACTOR RESPONSIBILITIES

#### A. Integrated Talent Management System

Contractor shall provide a single integrated web-based, vendor-hosted ITMS that consists of all of the following modules:

- Performance Management Module
- Learning Management Module

#### B. Solution Features, Functions, and Capabilities for Each Module

The ITMS shall:

- Meet the features, functions, and capabilities described in [Attachment E](#) - ITMS Business Requirements Matrix, for each module.
- Satisfy the security requirements described in [Attachment D](#) – ITMS Technical Requirements, [Attachment G](#) – County of Orange Information Technology Security Policy and paragraph 48.
- Allow County to configure both individual County Agency/Department-specific workflow, forms and templates, etc. and County-wide workflow, forms and templates, etc. common to all County Agencies/Departments.
- Support mobile devices, including, but not limited to, the following operating systems: Smartphones (Android, IOS, and Windows) and tablets.

#### C. Data Migration

Contractor shall:

- Migrate historical data from County's existing Learning Management System Training Partner into the ITMS, Learning Management module in accordance with [Attachment C](#) – Implementation Plan and Acceptance and Acceptance and Testing Procedures. The data migration services will occur within twenty six (26) months of the Contract Effective Date.

#### D. System Interfaces

Contractor shall:

- Develop system interfaces in order to produce data feeds that can be consumed by the County's CAPS+ Human Resources/Payroll system and other County systems in accordance with [Attachment C](#) – Implementation Plan and Acceptance and Acceptance and Testing Procedures. These data feeds consist of ongoing data updates to the Learning Management Module and Performance Management Module. These data feeds may have different frequencies, including hourly, daily, weekly, monthly, and/or as needed.
- Develop the mechanism to update the ITMS with data from the CAPS+ Human Resources/Payroll system and other County systems. These data updates include the initial data load from CAPS+, automatic creation or termination of employee records in ITMS as employee records are added or inactivated in CAPS+. These data feeds may have different frequencies, including hourly, daily, weekly, monthly, and/or as needed.

#### E. On-line Documentation and Help

The ITMS shall:

## Attachment A

- Provide access to Cornerstone Success Center which provides (but is not limited to) best practices documentation, recorded webcasts, video trainings, user guides, frequently asked questions, whitepapers, etc.
- Provide on-line how to help.

**F. eLearning Content and Competencies**

Contractor shall:

- Provide 38 Korn Ferry Leadership Architect™ competencies
  - Chapters on 10 career stallers and stoppers, competency definitions, (CARS) – skilled, less skilled, talented and overused skill content, possible causes of lower skill, tips to develop each competency, job assignments, suggested readings, deep dive learning links and recommended search terms.
  - Load all details provided with Korn Ferry Leadership competency package into County's portal during implementation.
- Provide Skillssoft eLearning content according to Exhibit I, Skillssoft Business and Desktop Skill Bundle 2017
  - 50 preset business courses
  - 20 Microsoft Office courses for Microsoft Office 2010, 2013, and 2016.

**G. Performance**

The ITMS shall:

- Be accessible by County seven (7) days a week, twenty-four (24) hours a day.
  - Accessibility is subject to pre-scheduled maintenance periods as agreed to by County and Contractor in accordance with [Attachment F, Contractor Application Performance and Service Level Guarantee](#) section 3.8.
- Move between records in two (2) seconds or less provided, however, that failure to do so shall not be a breach of the Contract or Contractor's service level commitments.
- Move between screens in two (2) seconds or less provided, however, that failure to do so shall not be a breach of the Contract or Contractor's service level commitments.
- Look up a record in three (3) seconds or less.
- Meet the performance requirements specified in [Attachment F](#), Contractor Application Performance and Service Level Guarantee, based on County's usage for each module.

**H. Maintenance and Support**

For each module, the Contractor shall:

- Provide all ITMS software maintenance and warranty updates, upgrades, patches, fixes, and support, etc.
- Extend all software maintenance and support and warranty services to all configurations, report development and data conversion efforts.
- Provide software upgrades at least four (4) times per year to contain new functionality and defect and bug fixes. Prior to upgrade release, Contractor shall:
  - Provide a release summary approximately six (6) weeks prior to release which includes a summary list of the new functionality to be released, including descriptions and benefits.



## Attachment A

- Provide release summary videos, which describe the upgrades, shall be provided prior to the upgrade release.
- Provide narrated overviews posted as online courses.
- Provide detailed guides to the new features and functionality.
- Provide live webcasts prior to the release detailing the new features and functionality.
- Provide live webcasts after the release that includes demonstrations, highlighted impacts, and a quarterly tech update.
- Offer the County the opportunity to participate in User Acceptance Testing.
- Provide service patches as necessary.
- Provide a calendar of upcoming releases.

### **I. Deliverables**

Contractor shall provide the following deliverables in accordance with the implementation schedule outlined in Section L Implementation below for each module:

- a. Install and configure the ITMS.
  - a. Contractor shall deliver Software(s) with the appropriate configurations to support the County's requirements at the end of the implementation phase for each module, as specified in the Contract.
  - b. Contractor shall implement the ITMS (includes project management, solution and report development, data conversion, and testing).
  - c. Contractor shall, in collaboration with County, configure, perform functional and non-functional system testing, perform data conversion, report development and testing, and perform system integration testing and user acceptance testing on the ITMS.
2. Create the new interfaces/data feeds to other County systems.
  - a. Contractor shall integrate the ITMS with other County systems or provide and/or accept data feed to and/or from these County systems, including but not limited to, the CAPS+ HR System, Personnel Data Warehouse, NeoGov, and Hyland's OnBase Document Management System, based on mutually agreed interface requirements and/or business processes specified herein. Integration must be through industry standard interfaces.
  - b. Import data feeds from other County systems
3. Training
  - a. Train County staff and end users as described in Section K Training below
4. Technical Support & Updates
  - a. Provide technical support via telephone or remote access 24 X 5 in accordance with Attachment F.
  - b. 24x7 access to self-service resources in the Cornerstone Success Center, an online knowledge base and customer community.
  - c. Provide routine patches and software updates within one (1) day of availability to Contractor's general client population.

### **J. Testing and Acceptance**

## Attachment A

Contractor shall facilitate acceptance test and execute system performance tests of the ITMS using an agreed upon test script prior to implementation of the ITMS as well as through the duration of the Contract such as when major application or module updates or upgrades are introduced into the ITMS, in conformance with Attachment C, Implementation Plan and Acceptance and Testing Procedures.

**K. Training**

For each module, Contractor shall:

1. Provide County staff with comprehensive onsite, hands-on training and instruction material to County users on how to administer, configure, and use the ITMS.
2. Provide several training methods and curriculums to meet the various roles of County staff. These roles include, but are not limited to, general users, supervisors, module administrators, department administrators, Countywide administrators, system administrators, approvers, managers, etc.
3. Provide training for County staff in a “Train-the-Trainer” model so County may assume responsibility for the training of its staff.
4. Provide, via onsite or virtual training, instructional videos and written training materials for all training applications.
5. Provide training options in technical and specialist areas such as site management, creating templates and workflows, etc.
6. Conduct training sessions via a live webinar format.
7. Provide options for Contractor’s continuous user training on newly released product features and functionality per the training methods listed above.

**L. Implementation**

For each module, Contractor shall:

- Provide an implementation plan and schedule pursuant to [Attachment C](#), Implementation Plan and Acceptance and Testing Procedures, that provides details of the Deliverables, tasks, activities and associated dates. The Implementation Plan and Acceptance and Testing Procedures plan shall describe the what, when, how, who, and where to implement the ITMS for County. In addition, the Implementation Plan and Acceptance and Testing Procedures plan shall describe how the implementation schedule will be aligned with County’s rollout timeline below.

		Period 1 Months 0 - 14	Period 2 Months 15 - 26	Period 3 Months 27 - 38
Module	Impacted Personnel	Estimated^ # of Users	Estimated^ # of Users	Estimated^ # of Users
Learning Management	All County and Selected Contractors	3,000	3,000	16,000
Performance Management	Executives & Admin Managers	0	0	1,450

^ For avoidance of doubt, any Users over these Estimated amounts will be charged at the rates set forth below, subject to a written agreement of the parties.



## Attachment A

**Attachment B – Compensation & Pricing****I. Compensation:**

This is a fixed price Contract between County and Contractor for a web-based, vendor-hosted ITMS. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, including any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Services until acceptance and any risks connected with the Services, and for performing all of its duties and obligations hereunder.

**II. Pricing Table**

Contract prices are based on the General Services Administration Contract #GS-35F-0247V (GSA). Attachment J, Cornerstone Modified GSA Price List, provides the modified prices of each product and service as of the Effective Date of this Contract, which are used to calculate the fees in the compensation tables.

**III. Payment – Fees & Schedule****A. Non-Recurring fees****TABLE # 1 – LEARNING MANAGEMENT -- NON-RECURRING FEES**

Milestone	Description / Deliverable	%	Amount	Payment Term***
#1	<ul style="list-style-type: none"> <li>• Kick-Off Meeting</li> <li>• Complete Requirements Review</li> <li>• Design Review</li> <li>• Software Installation</li> <li>• Configuration</li> </ul>	25%	\$55,000.00	Upon Completion of Milestone #1
#2	<ul style="list-style-type: none"> <li>• Data Mapping</li> <li>• Complete the Interfaces/Data Feed</li> </ul>	35%	\$77,000.00	Upon Completion of Milestone #2
#3	<ul style="list-style-type: none"> <li>• Complete user acceptance</li> </ul>	15%	\$33,000.00	Upon Completion of Milestone #3
#4	<ul style="list-style-type: none"> <li>• Complete User Training (Software Training, Manuals, and Documentation)</li> </ul>	15%	\$33,000.00	Upon Completion of Milestone #4
#5	<ul style="list-style-type: none"> <li>• Software System Ready</li> <li>• Go-live sign-off</li> </ul>	10%	\$22,000.00	Upon Completion of Milestone #5
		<b>100%</b>	<b>\$220,000.00</b>	

\*\*\*Payment Term in this Table 1 and the other tables in this Attachment B shall be the date on which Contractor can submit an invoice.

## Attachment A

**TABLE # 2 – PERFORMANCE MANAGEMENT -- NON-RECURRING FEES**

Milestone	Description / Deliverable		Amount	Payment Term
#1	<ul style="list-style-type: none"> <li>*Kick-Off Meeting</li> <li>Complete Requirements Review</li> <li>Design Review</li> <li>Software Installation</li> <li>Configuration</li> <li>Data Mapping</li> </ul>	35%	\$29,575.00	Upon Completion of Milestone #1
#2	<ul style="list-style-type: none"> <li>Complete the Interfaces/Data Feed</li> </ul>	25%	\$21,125.00	Upon Completion of Milestone #2
#3	<ul style="list-style-type: none"> <li>Complete user acceptance</li> </ul>	15%	\$12,675.00	Upon Completion of Milestone #3
#4	<ul style="list-style-type: none"> <li>Complete User Training (Software Training, Manuals, and Documentation)</li> </ul>	15%	\$12,675.00	Upon Completion of Milestone #4
#5	<ul style="list-style-type: none"> <li>Software System Ready</li> <li>Go-live sign-off</li> </ul>	10%	\$8,450.00	Upon Completion of Milestone #5
		<b>100%</b>	<b>\$84,500.00</b>	

**\* Implementation to begin in Period 3 of Contract (Months 27-38)**

**B. Recurring Fees****TABLE # 3A – LEARNING MANAGEMENT -- RECURRING LICENSE FEES**

ITEM	DESCRIPTION	PERIOD 1 OF CONTRACT	PERIOD 2 OF CONTRACT	PERIOD 3 OF CONTRACT	OPTIONAL YEARS			
					PERIOD 4 OF CONTRACT	PERIOD 5 OF CONTRACT	PERIOD 6 OF CONTRACT	PERIOD 7 OF CONTRACT
1	CONTRACT PERIOD COVERED	MONTHS 0 – 14	MONTHS 15 – 26	MONTHS 27 - 38	MONTHS 39 – 50	MONTHS 51 – 62	MONTHS 63 – 74	MONTHS 75 - 86
2	PAYMENT TERM	See Table # 3B Below	Month 15 of Contract	MONTH 27 OF CONTRACT	MONTH 39 OF CONTRACT	MONTH 51 OF CONTRACT	MONTH 63 OF CONTRACT	MONTH 75 OF CONTRACT
3	LEARNING MANAGEMENT MODULE LICENSE USERS*	3,000	3,000	16,000	16,000	16,000	16,000	16,000
4	LEARNING MANAGEMENT MODULE LICENSE COST	\$52,230 (\$17.41 P/USER)	\$52,230 (\$17.41 P/USER)	\$278,560 (\$17.41 P/USER)	\$291,040 (18.19 P/USER)	\$303,840 (\$18.99 P/USER)	\$317,760 (\$19.86 P/USER)	\$332,160 (\$20.76 P/USER)
5	DATA LOAD WIZARD**	\$5,417	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
6	KORN FERRY	N/A	\$92,500	\$92,500	\$96,663	\$101,012	\$105,558	\$110,308
7	SKILLSOFT	\$45,000	\$45,000	\$240,000	\$250,880	\$262,080	\$273,920	\$286,240
8	TOTAL AMOUNT	\$102,647	\$194,730	\$616,060	\$643,583	\$671,932	\$702,238	\$733,708

\*\* DATA LOAD WIZARD IS APPLICABLE TO ALL MODULES (LEARNING MANAGEMENT & PERFORMANCE MANAGEMENT)

\* LICENSED USER COUNT MAY BE ADJUSTED BY COUNTY ACCORDING TO TABLE 3C BELOW. AMOUNTS INDICATED ARE NOT TO EXCEED.

## Attachment A

**TABLE # 3B: PERIOD 1 LEARNING MANAGEMENT RECURRING FEES TO BE PAID AS FOLLOWS:**

Payment Term	Percentage	Amount
Contract Effective Date ^	33.33%	\$34,215.67
Contract Effective Date ^^	33.33%	\$34,215.67
Contract Effective Date ^^^	33.33%	\$34,215.66
<b>Period 1</b>		<b>\$102,647</b>

^ Payment will be net forty-five (45) days after receipt of an invoice.

^^ Payment will be net seventy (70) days after receipt of an invoice.

^^^ Payment will be net ninety-five (95) days after receipt of an invoice.

**TABLE # 3C – LEARNING MANAGEMENT -- LICENSE FEE TIER STRUCTURE**

<b>Learning Management License Fee Structure</b>	
<i>Per License Fee to be in accordance with the Contract Period License Fee from Table 3A above</i>	
<b>Contract Period</b>	<b>Price Per 250 Licenses</b>
Period 1 (Months 0 – 14)	\$4,352.50 (\$17.41 P/Lic)
Period 2 (Months 15 – 26)	\$4,352.50 (\$17.41 P/Lic)
Period 3 (Months 27 – 38)	\$4,352.50 (\$17.41 P/Lic)
Period 4 (Months 39 – 50)	\$4,547.00 (\$18.19 P/Lic)
Period 5 (Months 51 – 62)	\$4,747.50 (\$18.99 P/Lic)
Period 6 (Months 63 – 74)	\$4,965.00 (\$19.86 P/Lic)
Period 7 (Months 75 – 86)	\$5,190.00 (\$20.76 P/Lic)

Attachment A

**TABLE # 4A – PERFORMANCE MANAGEMENT RECURRING LICENSE FEES**

ITEM	DESCRIPTION	OPTIONAL YEARS						
		PERIOD 1 OF CONTRACT	PERIOD 2 OF CONTRACT	PERIOD 3 OF CONTRACT	PERIOD 4 OF CONTRACT	PERIOD 5 OF CONTRACT	PERIOD 6 OF CONTRACT	PERIOD 7 OF CONTRACT
1	CONTRACT YEAR COVERED	MONTHS 0 – 14	MONTHS 15 – 26	MONTHS 27 - 38	MONTHS 39-50	MONTHS 51-62	MONTHS 63-74	MONTHS 75-86
2	PAYMENT TERM	N/A	N/A	MONTH 27 OF CONTRACT	MONTH 39 OF CONTRACT	MONTH 51 OF CONTRACT	MONTH 63 OF CONTRACT	MONTH 75 OF CONTRACT
3	PERFORMANCE MANAGEMENT MODULE LICENSED USERS	0	0	1,450	1,450	1,450	1,450	1,450
4	PERFORMANCE MANAGEMENT MODULE LICENSE COST INCLUDES COMPETENCY MANAGEMENT ADD-ON	\$0	\$0	\$34,220 (\$23.60 P/USER)	\$35,757 (\$24.66 P/USER)	\$37,366.50 (\$25.77 P/USER)	\$39,048.50 (\$26.93 P/USER)	\$40,803 (\$28.14 P/USER)
5	DATA LOAD WIZARD	COST INCLUDED WITH LEARNING MANAGEMENT MODULE, TABLE # 3A ABOVE						
6	TOTAL AMOUNT	\$0	\$0	\$34,220	\$35,757	\$37,366.50	\$39,048.50	\$40,803

**TABLE # 4B: PERIOD 3 PERFORMANCE MANAGEMENT RECURRING FEES TO BE PAID AS FOLLOWS:**

Payment Term	Percentage	Amount
Month twenty-seven (27) of the Contract ^	33.33%	\$11,406.66
Month twenty-seven (27) of the Contract ^^	33.33%	\$11,406.66
Month twenty-seven (27) of the Contract ^^^	33.33%	\$11,406.67
<b>Period 3 Total</b>		<b>\$34,220</b>

^ Payment will be net forty-five (45) days after receipt of an invoice.

^^ Payment will be net seventy (70) days after receipt of an invoice.

^^^ Payment will be net ninety-five (95) days after receipt of an invoice.

Attachment A

**TABLE # 4C – PERFORMANCE MANAGEMENT -- LICENSE FEE TIER STRUCTURE**

<b>Performance Management License Fee Structure</b>	
<i>Per License Fee to be in accordance with the Contract Period License Fee from Table 4A above</i>	
<b>Contract Period</b>	<b>Price Per 250 Licenses</b>
Period 1 (Months 0 – 14)	N/A
Period 2 (Months 15 – 26)	N/A
Period 3 (Months 27 – 38)	\$5,900.00 (\$23.60 P/Lic)
Period 4 (Months 39 – 50)	\$6,165.00 (\$24.66 P/Lic)
Period 5 (Months 51 – 62)	\$6,442.50 (\$25.77 P/Lic)
Period 6 (Months 63 – 74)	\$6,732.50 (\$26.93 P/Lic)
Period 7 (Months 75 – 86)	\$7,035.00 (\$28.14 P/Lic)

**C. OPTIONAL SERVICES**

**TABLE #6 OPTIONAL SERVICES AUTHORITY AMOUNT**

<b>ORANGE COUNTY HUMAN RESOURCE SERVICES</b>	<b>UP TO \$300,000 FOR THE INITIAL TERM OF THE CONTRACT</b>
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<b>Item</b>	<b>Option</b>	<b>Description</b>	<b>Amount</b>	<b>Details</b>
#1	<b>Outsourced Administrative Hours (OA Hours)</b>	OA hours are additional support hours that can be used for a variety of services including, but not limited to: *Deployment Support *Configuration Support *Outsourced Administration *User Acceptance Testing Support *Security Role Workshop *Analytics Workshop *Temporary Cornerstone phone/email support for non-Core Admins such as HR Business Partners	\$200 Per Hour	<b>Configuration Support</b> <i>Note- part of implementation includes learning how to maintain and configure your Cornerstone solution. After the core learning is completed, some of our customer push additional configuration to the Cornerstone team by utilizing OA hours</i>  <b>Temporary Cornerstone Support for HR Business Partners</b> – 40 hours per module, 10 hours weekly - post go live  <i>Note- GPS Phone &amp; Email 24/5 support is included for 10 Core Admin Users</i>
#2	<b>Change Management Workshop (2 days)</b>	Structured conversation and consultation to review your needs and to create solutions for adoption.	\$10,000 + \$2,000 (expenses)	Define success metrics, minimize obstacles, formulate key messages, and develop a strategy to empower end users. The communication, marketing, and training plans define the path to maximize results and bolster end user adoption.
#3	<b>HR Business Partner Workshop (2 days)</b>	Option to train for departmental HR Business Partners on the basics of first line support for their employees	\$10,000 + \$2,000 (expenses)	Cornerstone aligns business goals with solutions to bring your vision to life. We help solve challenges, promote your talent management strategy and provide guidance with your technology. Our consultants -recognized practitioners in their field- enable you to drive business initiatives through leading talent management strategies. We partner with you to optimize recruiting, learning, performance, succession, compensation, and compliance. Deliverables: • Requirements Documentation • Fit/Gap Analysis • Leading Industry Practice • Recommendations

## Attachment A

Item	Option	Description	Amount	Details
				<ul style="list-style-type: none"> <li>• Process Maps</li> <li>• Use Case Scenarios</li> <li>• Analytics Recommendations</li> </ul>
#4	<b>Governance Workshop (2 days)</b>	Governance Framework Corporate and Module decision point review Role Design Governance Action Plan	\$10,000 + \$2,000 (expenses)	Identify governance council participants and create operating principles and procedures. Determine what remains centralized versus decentralized, by role or organizational unit. The output is a framework to guide configuration decisions and a methodology to drive maintenance and growth following the initial implementation.
#5	<b>Business Process Alignment (4 days)</b>	Proper system alignment of process to business objectives, corporate culture, and industry leading practices. <ul style="list-style-type: none"> <li>• Increase efficiency and reduce non-value added activity</li> <li>• Greater understanding of readiness and acceptance to build solid change management programs</li> <li>• Increased user adoption</li> </ul>	\$33,000 per + \$2,000 (expenses)	Define business processes that are aligned with industry leading practices and the solution. This service establishes a strong foundation for a successful implementation by providing all necessary discovery materials needed to build a recommended configuration. The outcome of this project will be the documentation and discovery materials (business requirements) needed to build a recommended configuration during implementation.
#6	<b>ESkillz</b>	End user Support Call Center	\$5.00 Per Employee	Live Support is 24x7x365 real-time <u>end-user</u> /help desk support
#7	<b>Premium System Admin Training – Onsite (2 days)</b>	Onsite Training	\$12,000 + \$2,000 (expenses)	Private two (2) day live customized training for County System Administrators within the County's portal using County use cases, scenarios, and data. County will select fifty (50) slots for topics for training from our Training Options Menu. County will work closely with training consultant to design training. Onsite Training available for Recruiting, OnBoarding, Learning, Performance, Succession Management, and Compensation Management.
#8	<b>Accelerated Implementation Methodology</b>	Cornerstone 1,2,3, LIVE! Implementation Services	\$27,280.00 + \$2,000 (expenses)	The Cornerstone 1,2,3, LIVE! Implementation is a 3 Phase approach. This is an accelerated implementation method (per module) that can have customers into production in less than a month. 1,2,3, LIVE! Is available for Recruiting, OnBoarding, Learning, Performance, Succession Management, and Compensation Management.
#9	<b>Web Services</b>	Cornerstone Webservices Catalog is a collection of software that will enable the County to build software that can interact with (Read, Update & Delete) data in the Portal.	\$10,000 / year	Annual subscription fee + one one-time implementation fee of \$10k
#10	<b>Other Services</b>	Other services and/or products offered in the GSA contract	GSA schedule	

**IV. Payment Terms:**

Contractor shall reference the Contract number on the invoice. Payment will be net forty-five (45) days after receipt of an invoice in the format set forth in Acceptable Invoice Requirements below and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. Following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment.

Billing shall cover Services and/or goods not previously invoiced. County reserve the right to request a refund for any monies paid to Contractor for goods or Services not provided or when goods or Services do not meet the Contract requirements. Payments made by County shall not preclude the right of 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 goods or Services.



## Attachment A

### **Billing & Invoicing Instructions:**

Invoices and support documentation are to be sent to:

County of Orange – CEO  
Attn: Stephanie Smiths-Pitts  
333 West Santa Ana Blvd., 3<sup>rd</sup> Floor  
Santa Ana, CA 92701

Contractor will provide an invoice on Contractor’s letterhead for services provided as described in Attachment A, Scope of Work. Each invoice will have a unique number and shall include the following information (collectively “Acceptable Invoice Requirements”):

1. Contractor’s name and address
2. Contractor’s remittance address (if different from above)
3. County Contract number
4. Contractor’s Federal I.D. number
5. Date of Order/Service date(s)
6. Product/Service description, quantity, price
7. Total invoice amount

Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor for correction.

### **V. Service Credits**

Service Credits shall be in accordance with Attachment F, Contractor Application Performance and Service Level Guarantee.

Attachment A

**Attachment C – Implementation Plan and Acceptance and Testing Procedures**

**I. General requirements.**

Contractor will provide an Implementation Plan (referred to as “Project Plan” by Contractor) within thirty (30) days of the Contract’s Effective Date to be used to ensure Services are provided in compliance with the parties’ specifications and requirements. The Project Plan shall include, but is not limited to, the following deliverables:

- a. Contractor shall deliver Software(s) with the appropriate configurations to support the requirements at the end of the implementation phase for each module, as specified in the Contract.
- b. Contractor shall implement the ITMS.
- c. Contractor shall provide a fully functional system in a production environment, and provide tools and guidance to complete configuration, identifying existing reporting strategies to replace custom report development, ongoing assistance with technical projects, including data conversion and user acceptance testing.
- d. Contractor shall integrate the ITMS with other County systems or provide and/or accept data feed to and/or from these County systems, including the CAPS+ HR System, Personnel Data Warehouse, NeoGov, Hyland’s OnBase Document Management System, and Active Directories based on mutually agreed interface requirements and/or business processes specified herein. Integration must be through industry standard interfaces.

**II. Contractor will follow the general phases below.**

Phase	Contractor Deliverables	County Deliverables
<p style="text-align: center;"><b>Initiate</b></p>	<p><b>Part One:</b></p> <ul style="list-style-type: none"> <li>• Project initiation call with County. Confirm project scope with County’s Project Manager</li> <li>• Create meeting schedule for project lifecycle</li> <li>• Establish and document project controls and processes for status reporting, issue resolution, and risk management processes</li> <li>• Schedule kickoff meeting to review client design decision points</li> <li>• Communicate requirement to complete Organizational Units, Security preferences and training before Organizational Unit Workshop</li> <li>• Complete remote kick-off meeting</li> <li>• Review technical projects in-scope</li> <li>• Send discovery questionnaire to client</li> <li>• Implementation Consultant will schedule discovery workshop occurring part 4</li> </ul> <p><b>Part Two:</b></p> <ul style="list-style-type: none"> <li>• Collect County process documentation.</li> <li>• Deliver the Project Plan to County</li> <li>• Schedule training for part 5, occurs after the onsite discovery workshop</li> </ul>	<p><b>Part One:</b></p> <ul style="list-style-type: none"> <li>• Participate in remote kick-off meeting</li> <li>• Assemble project team</li> <li>• Define measures of project success consistent with Acceptance and Testing Procedures</li> <li>• Complete initial administrator training, pre-work, and discovery questionnaires</li> </ul> <p><b>Part Two:</b></p> <ul style="list-style-type: none"> <li>• Attend technical project kickoff calls</li> <li>• Complete discovery questionnaires</li> <li>• Confirm Project Plan and meeting schedule</li> <li>• Provide branding and marketing requirements</li> <li>• Provide organization chart(s) to assist in designing Organization Unit structure</li> <li>• Provide sample user profile record and definition</li> <li>• County content provider listing and courses</li> <li>• Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation</li> <li>• Deliver documented performance processes including process maps and supporting forms or documentation</li> </ul>

Attachment A

Phase	Contractor Deliverables	County Deliverables
<p><b>Initiate Continued</b></p>	<ul style="list-style-type: none"> <li>• Conduct technical kickoff call with client</li> </ul> <p><b>Part Three:</b></p> <ul style="list-style-type: none"> <li>• Implementation Consultant schedules and leads Organizational Unit Workshop</li> <li>• Deliver discovery document and technical projects questionnaires</li> <li>• Schedule and lead technical kickoff calls</li> <li>• Review County documentation</li> <li>• Deliver technical documentation</li> <li>• Collect any County process documentation County can provide</li> <li>• Deliver template project plan to client</li> <li>• Create project plan for implementation services</li> <li>• Implementation Consultant updates implementation discovery documentation</li> <li>• Review demo site to ensure that it's setup correctly for onsite demo</li> <li>• Complete options for webcast training session with County</li> </ul>	<ul style="list-style-type: none"> <li>• Deliver documented processes including process maps and supporting forms or documentation</li> <li>• Provide use case scenarios to model recommended configuration</li> </ul> <p><b>Part Three:</b></p> <ul style="list-style-type: none"> <li>• Attend technical workshops</li> <li>• Attend Organizational Unit workshop</li> <li>• Review and accept Contractor deliverables for Initiate Phase</li> </ul>
<p><b>Discover</b></p>	<p><b>Part Four:</b></p> <ul style="list-style-type: none"> <li>• Implementation Consultant leads 3-day discovery workshop to review available functionality and talent processes.</li> <li>• Document decisions and remaining action items for:                             <ul style="list-style-type: none"> <li>◦ Organizational unit and user data design</li> <li>◦ Global system preferences</li> <li>◦ Welcome Page configuration</li> <li>◦ Learning management preferences</li> <li>◦ Performance management preferences</li> <li>◦ Navigation tabs and links</li> <li>◦ Custom security roles matrix</li> <li>◦ Email management matrix</li> </ul> </li> <li>• Documented technical projects:                             <ul style="list-style-type: none"> <li>◦ Single Sign-On</li> <li>◦ Inbound Data Feed – OU/user data</li> <li>◦ Custom Login Page</li> <li>◦ Virtual Training Integration</li> <li>◦ Inbound Data Feed(s)</li> <li>◦ Historical Data Upload(s)</li> <li>◦ Master Data Upload(s)</li> </ul> </li> <li>• Complete decisions needed to document the configuration workbook</li> </ul> <p><b>Part Five:</b></p> <ul style="list-style-type: none"> <li>• Schedule and lead training – Delivered by training team via Webcast</li> <li>• Technical follow up meeting (Remote)</li> <li>• Contractor will configure pilot portal based on County requirements presented in discovery questionnaire</li> </ul>	<p><b>Part Four:</b></p> <ul style="list-style-type: none"> <li>• Attend Discovery Workshop</li> <li>• Complete configuration workshop and workbook, documenting decisions for the following:                             <ul style="list-style-type: none"> <li>◦ Global system preferences</li> <li>◦ Welcome Page configuration</li> <li>◦ Learning management preferences</li> <li>◦ Performance management preferences</li> <li>◦ Navigation tabs and links</li> <li>◦ Custom security roles matrix</li> <li>◦ Email management matrix update</li> </ul> </li> <li>• Complete Custom Login Page workbook</li> <li>• Complete design specifications for technical projects:                             <ul style="list-style-type: none"> <li>◦ Single Sign-On</li> <li>◦ Inbound Data Feed – OU/user data</li> <li>◦ Custom Login Page</li> <li>◦ Virtual Training Integration</li> <li>◦ Inbound Data Feed(s)</li> <li>◦ Historical Data Upload(s)</li> <li>◦ Master Data Upload(s)</li> </ul> </li> </ul> <p><b>Part Five:</b></p> <ul style="list-style-type: none"> <li>• Attend training via webcast</li> <li>• Complete remaining configuration decisions post configuration workshop and document remaining design specifications</li> <li>• Attend remote follow-up design sessions</li> <li>• Client takes online training as needed</li> </ul> <p><b>Part Six:</b></p> <ul style="list-style-type: none"> <li>• County takes online training as needed</li> </ul>

Attachment A

Phase	Contractor Deliverables	County Deliverables
<p><b>Discover Continued</b></p>	<ul style="list-style-type: none"> <li>• Conduct remote follow-up design sessions with client for remaining configuration decisions post configuration workshop</li> <li>• Implementation consultant builds out security roles preferences, organizational units in live portal</li> <li>• Request copy down from live to pilot for part 6 to copy above configuration to pilot</li> </ul> <p><b>Part Six:</b></p> <ul style="list-style-type: none"> <li>• Debrief with client post webcast training</li> <li>• Discuss User Acceptance Testing including test scripts and participants</li> <li>• Change management discussion or workshop if purchased</li> <li>• Load Salary Data (In Pilot post copy down)</li> </ul> <p><b>Part Seven:</b></p> <ul style="list-style-type: none"> <li>• Implementation consultant builds out configuration and sample process (Pilot)</li> <li>• Virtual Training Integration, Single Sign On, salary data setup in pilot</li> <li>• Collect sample Inbound Data Feed from County (Test in Pilot, then load to Live as soon as validated in following parts)</li> <li>• Conduct technical follow up meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Attend technical follow-up meeting</li> <li>• Attend remote follow-up design sessions</li> </ul> <p><b>Part Seven:</b></p> <ul style="list-style-type: none"> <li>• County takes online training as needed</li> <li>• Attend technical follow-up meeting</li> <li>• Attend remote follow-up design sessions</li> <li>• Review and accept Contractor deliverables for Discover Phase</li> </ul>
<p><b>Design</b></p>	<p><b>Part Eight:</b></p> <ul style="list-style-type: none"> <li>• Wrap follow up configuration session(s)</li> <li>• Conduct User Acceptance Testing prep meeting (remote – include County’s Project Manager)</li> <li>• Implementation Consultant builds out sample process configuration (Pilot)</li> <li>• Implementation consultant reviews configuration set up in Pilot</li> <li>• Configure sample data in pilot portal for <b>Learning Module</b> <ul style="list-style-type: none"> <li>◦ Platform preferences, email triggers</li> <li>◦ eLearning (SCORM/AICC) content load (1 course) and one (1) survey example</li> <li>◦ One (1) instructor-led training example</li> </ul> </li> <li>• Configure sample data in pilot portal for <b>Performance Module</b> <ul style="list-style-type: none"> <li>◦ Platform preferences, one (1) development plan template, one (1) review template, one (1) task</li> </ul> </li> <li>• Deliver sample test scripts</li> <li>• Complete technical projects:                             <ul style="list-style-type: none"> <li>◦ Single Sign-On</li> <li>◦ Inbound Data Feed – Organizational Unit/user data</li> <li>◦ Custom Login Page</li> <li>◦ Virtual Training Integration</li> <li>◦ Inbound Data Feed(s)</li> <li>◦ Historical Data Upload(s)</li> <li>◦ Master Data Upload(s)</li> <li>◦ Unit test system interfaces</li> </ul> </li> </ul>	<p><b>Part Eight:</b></p> <ul style="list-style-type: none"> <li>• Attend follow-up configuration session(s)</li> <li>• Attend User Acceptance Testing prep meetings</li> <li>• Complete sample data and setup in live portal including:                             <ul style="list-style-type: none"> <li>◦ Global Configurations– email triggers, security roles welcome page, preferences</li> <li>◦ Language translations, as necessary</li> <li>◦ Configuration of additional client security roles</li> </ul> </li> <li>• Learning Module                             <ul style="list-style-type: none"> <li>◦ Load eLearning course content and materials</li> <li>◦ Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications</li> <li>◦ Test content launching, tracking, and completion</li> </ul> </li> <li>• Performance Module                             <ul style="list-style-type: none"> <li>◦ Create goals, development plans, review questions, review templates, tasks</li> </ul> </li> <li>• Complete and implement technical projects including:                             <ul style="list-style-type: none"> <li>◦ Single Sign-On</li> <li>◦ Inbound Data Feed – Organizational Unit/user data</li> <li>◦ Custom Login Page</li> <li>◦ Virtual Training Integration</li> <li>◦ Inbound Data Feed(s)</li> <li>◦ Historical Data Upload(s)</li> <li>◦ Master Data Upload(s)</li> </ul> </li> </ul> <p><b>Part Nine:</b></p>

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Phase	Contractor Deliverables	County Deliverables
<p><b>Design Continued</b></p>	<p><b>Part Nine:</b></p> <ul style="list-style-type: none"> <li>Schedule daily User Acceptance Testing touch base to solution review open issues with County (include County's Project Manager)</li> <li>Solidify configuration with County in preparation for User Acceptance Testing in pilot</li> <li>Ensure Historic Data Load has gone through initial validation in pilot</li> <li>Copy pilot to stage if you need to preserve Historic Data Load or other configuration through part 10 for validation</li> <li>Inbound Data Feed configured in Live portal. Inbound Data Feed will be validated</li> </ul> <p><b>Part Ten:</b></p> <ul style="list-style-type: none"> <li>Conduct User Acceptance Testing Prep Meeting (Remote – include County's Project Manager)</li> <li>Schedule daily User Acceptance Testing touch base to review open testing issues with County (include County's Project Manager)</li> <li>Complete County's Project Manager handoff documentation and submit request for County's Project Manager</li> <li>Single Sign-On, Virtual Training Integration, Ecommerce, Salary Data in Live</li> <li>Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)</li> </ul>	<ul style="list-style-type: none"> <li>County begins configuration setup in production</li> <li>User Acceptance Testing Test Scripts Finalized</li> </ul> <p><b>Part Ten:</b></p> <ul style="list-style-type: none"> <li>County completes configuration in prod in prep for copy down</li> <li>Test system interfaces end-to-end</li> <li>Create customized acceptance test scripts</li> <li>Maintain configuration workbook</li> <li>Review and accept Contractor deliverables for Design Phase</li> </ul>
<p><b>Deliver</b></p> <p><b>Deliver Continued</b></p>	<p><b>Part Eleven:</b></p> <ul style="list-style-type: none"> <li>Daily Check In User Acceptance Testing call</li> <li>Copy live portal to pilot portal</li> <li>Deliver sample user acceptance testing assessment template</li> </ul> <p><b>Part Twelve:</b></p> <ul style="list-style-type: none"> <li>Obtain named care admins from County</li> <li>Update issue log, including defects</li> <li>Provide coaching for configuration updates</li> <li>Schedule County's Project Manager Transition Call</li> <li>Ongoing Historical Data Load validation (stage) and load into production</li> <li>Triage (categorize and prioritize) reported issues and address prior to go-live</li> </ul> <p><b>Part Thirteen:</b></p> <ul style="list-style-type: none"> <li>Finalize integration projects in production</li> <li>Support County during testing and validation</li> <li>SOW Review with County's Project Manager</li> <li>Triage (categorize and prioritize) reported issues and address prior to go-live</li> <li>Close out any open issues/items for Go Live</li> </ul> <p><b>Part Fourteen:</b></p> <ul style="list-style-type: none"> <li>Client Go-Live</li> <li>Discuss post live survey with client</li> <li>Schedule and execute final Historical Data Loads</li> </ul>	<p><b>Part Eleven:</b></p> <ul style="list-style-type: none"> <li>Attend Check-in User Acceptance Testing Call</li> <li>Validate data:             <ul style="list-style-type: none"> <li>Single Sign-On</li> <li>Inbound Data Feed – Organizational Unit/user data</li> <li>Custom Login Page</li> <li>Virtual Training Integration</li> <li>Inbound Data Feed(s)</li> <li>Historical Data Upload(s)</li> <li>Master Data Upload(s)</li> </ul> </li> <li>Populate specific test data like tasks and users</li> </ul> <p><b>Part Twelve:</b></p> <ul style="list-style-type: none"> <li>Create and complete client-specific test assessment template</li> <li>Create and complete user acceptance test scripts</li> </ul> <p><b>Part Thirteen:</b></p> <ul style="list-style-type: none"> <li>Attend County's Project Manager transition meeting</li> <li>Client makes configuration adjustments on Pilot and Live portals</li> <li>Update Live portal configuration based on testing feedback</li> </ul> <p><b>Part Fourteen:</b></p> <ul style="list-style-type: none"> <li>Post Live issue remediation (partner with County's Project Manager to assist)</li> <li>County Go-Live</li> </ul>

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Phase	Contractor Deliverables	County Deliverables
	<ul style="list-style-type: none"> <li>• Conduct project close out</li> </ul>	

**Acceptance Testing**

All deliverables shall be provided to County by Contractor in with all mutually agreed requirements, specifications, Acceptance Criteria, and, where so expressly stated, time periods, set forth or referenced in this Contract or otherwise mutually agreed in the manner such changes are required to be made in this Contract. Contractor shall at all times utilize complete and thorough Acceptance Testing Procedures, and appropriate Acceptance Criteria, all of which shall be subject to mutual agreement of the Parties.

a. **Acceptance Testing:** Following Contractor's notification to County that Contractor has completed any component or deliverable identified in this Contract, County shall promptly begin testing the component or deliverable to determine whether such component or deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). County, with Contractor's assistance as needed, shall make a good faith effort within a reasonable time frame complete such testing. 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 the component or deliverable: (a) meets the Acceptance Criteria and that acceptance of such component or deliverable has occurred ("Acceptance"); or (b) does not meet the Acceptance Criteria 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 may on a case-by-case basis and only as expressly agreed to in writing by the parties be understood as being conditional acceptance ("Conditional Acceptance"), and such component or deliverable shall be subject to Final Acceptance, as described below. If County: (x) fails to make a good faith effort within a reasonable time frame to complete such testing; or (y) with respect to an implementation, uses the implemented Software in a live environment for a total of thirty (30) continuous days, then the project/component/deliverable will be deemed accepted.

b. **Cure:** If a component or deliverable does not conform to the applicable Acceptance Criteria, County shall deliver to Contractor a written exception report describing the nonconformity immediately following the acceptance testing (the "Exception Report"). Within thirty (30) calendar days following receipt of the Exception Report, Contractor shall: (a) 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) use best efforts to correct nonconformity and use commercially reasonable efforts to correct all other errors reasonably requested by County and accepted by Contractor; provided, however, that if the nonconformity of critical errors is incapable of cure within such thirty (30) calendar day period then, within such thirty (30) 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 ("First Cure Period"), 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 (a) above shall be repeated. In the event County rejects the component or deliverable a second time, the Parties shall repeat the process set forth in this



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subsection (b) ("Second Cure Period"). In the event County rejects the component and deliverable a third time and Contractor disagrees with such rejection, then the Parties shall escalate the issue(s) to senior management of both Parties for mutual resolution.

c. Final 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 the system, and all components and deliverables that are a part thereof: (a) meet the Acceptance Criteria and that final acceptance of the system and such components and deliverables has occurred ("Final Acceptance"); or (b) does not meet the Acceptance Criteria 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". Final Acceptance shall not 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. Notwithstanding the foregoing, if County: (x) fails to make a good faith effort within a reasonable time frame to complete such testing; or (y) with respect to an implementation, uses the implemented Software in a live environment for a total of thirty (30) continuous days, then Final Acceptance will be deemed accepted.

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**Attachment D – ITMS Technical Requirements**

- I. The Contractor shall be responsible for end-to-end, secure hosting and technical support of all Hardware and Software required for Contractor to operate the ITMS. The Contractor's Infrastructure Management Services shall include:

**1. Hosting**

- 1.1 The ITMS shall be hosted in a highly secure data center located in the continental United States. The solution shall have sufficient Internet bandwidth, computing capacity, security, storage, monitoring, disaster recovery and IT service management and Incident response processes to meet the requirements set forth herein.
- 1.2 The Contractor will implement and maintain a business continuity and disaster recovery plan that provides for the continued delivery of the Service in the event of a power outage, System outage or other unexpected circumstances that may interrupt the normal provision of the Service.
- 1.3 The Contractor shall cooperate with any County on-site audit or penetration test of the Contractor's managed systems.
- 1.4 No later than ninety (90) calendar days after the Effective Date of the Contract and on the annual anniversary of the Contract, upon request, the Contractor shall provide to the County a Statement on Standards for Attestation Engagements (SSAE) No. 16, No. 2, Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy (SOC 2).

**2. Architectural, Performance, Sizing and Capacity Planning**

- 2.1 The Contractor shall provide System architectural, sizing and capacity planning recommendations that will enable the production solution System to operate at optimal performance and within acceptable the Service Levels set forth in Attachment F, Contractor Application Performance and Service Level Guarantees at all times.
- 2.2 The Contractor shall architect production solution to meet the mutually agreed-upon performance, security and infrastructure requirements set forth in this Contract.
- 2.3 The Contractor shall conduct routine architectural, capacity and operational reviews of its Software and, at a minimum, each Contract year implement architectural improvements to improve solution performance, availability, reliability and sustainability in accordance with the Service Levels set forth in Attachment F, Contractor Application Performance and Service Level Guarantees.

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**3. IT Service Management**

- 2.4 The Contractor shall manage the solution and all supporting Software and Hardware environments under a consistent IT life cycle service management framework that utilizes industry standards and best practices.
- 3.1 The Contractor shall perform System changes in accordance with its systemwide change management and notification process.
- 3.2 The Contractor shall perform routine System maintenance, including OS patching, critical and high security updates and patching, and planned System changes within a Maintenance Window previously communicated to County.
- 3.3 The Contractor shall perform industry standard data backup plans for daily, weekly and monthly backups. The Contractor shall use backups to restore data in the event of an outage or Incident.

**4. Application Performance Testing, Monitoring and Reporting**

- 4.1 The Contractor shall be required to test and monitor the System performance activity. Upon agreement as to timing, scope and fees, Contractor shall report on performance activity, and County shall have access to performance activity at no cost in the Client Success Center. The Contractor shall monitor the Software to ensure that the application and its interfaces are performing in accordance with this Contract.
- 4.2 The Contractor shall document the solution performance issues.
- 4.3 The Contractor shall identify the root cause of performance degradation and take corrective action to resolve issues and promptly bring performance back within acceptable levels.
- 4.4 The Contractor shall provide access to monthly reports that demonstrate solution performance, via the Cornerstone Trust Site in the Client Success Center, which provides a moving daily performance review of the application environment for current day and thirty (13) previous days.

**5. Security**

- 5.1 All Contractor-hosted infrastructure shall be secured in the manner set forth herein.
- 5.2 The ITMS must integrate with the County's Active Directory Federated Services using Cornerstone's implementation of the Security Assertion Markup Language (SAML) 2.0 for single sign-on. This authentication methodology must be available before the Go Live date.

The ITMS must allow County users to access the Application via the Internet using HTTPS and, subject to additional Services, can support the use of the existing multi-factor authentication (MFA), tools provided in the County's current Identify Management System (IdMS)

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- 5.3 Any passwords required by the ITMS must be securely stored with a minimum of 256-bit encryption, a cryptographic hash function, or other technology as will be made available in the future, and in accordance with County best business practice for passwords.
- 5.4 The Contractor does not generally schedule Software and Hardware patching during normal County business hours.
- 5.5 The ITMS must transmit data using SFTP or FTPS. Bulk file transfers shall use County's secure FTP solution.
- 5.6 Contractor can encrypt the County's database using Microsoft TDE (or equivalent) at a cost.
- 5.7 The ITMS sessions shall support Transport Layer Security (TLS) 1.1 or better connections. The TLS version used must be consistent with the ability to provide access to County systems. This means the service must utilize the same TLS version as the County computer systems.
- 5.8 The ITMS will require no thick client piece to be installed or supported at the host level, and all access to the application will be through a web browser.
- 5.9 The ITMS shall have a unique account for each end user that supports strong, non-repudiation with audit capabilities.
- 5.10 The Contractor shall have independent third-party security audits (SOC2) performed annually and a copy upon written request of the report shall be provided to the County.
- 5.11 As applicable and appropriate, the Contractor shall comply with all applicable statutes and regulations to which it is subject concerning the privacy and confidentiality of information (GLB, HIPAA, AB1386, etc.), including those statutes and regulations set forth in the Contract.
- 5.12 The Contractor shall establish System Reuse and Mass Storage Decommissioning Policies. Upon County request, the Contractor shall provide the County a copy of these policies.
- 5.13 The Contractor shall upon confirmation of security incident impacting the County's data notify the County through a defined incident notification process. The County reserves the right to participate in any consequential investigation at the level of involvement deemed necessary by the County.
- 5.14 The above requirements will be reviewed by the County and the Contractor each Contract year, and, in Contractor's sole discretion, upgraded to reflect changes in best practices and technology.

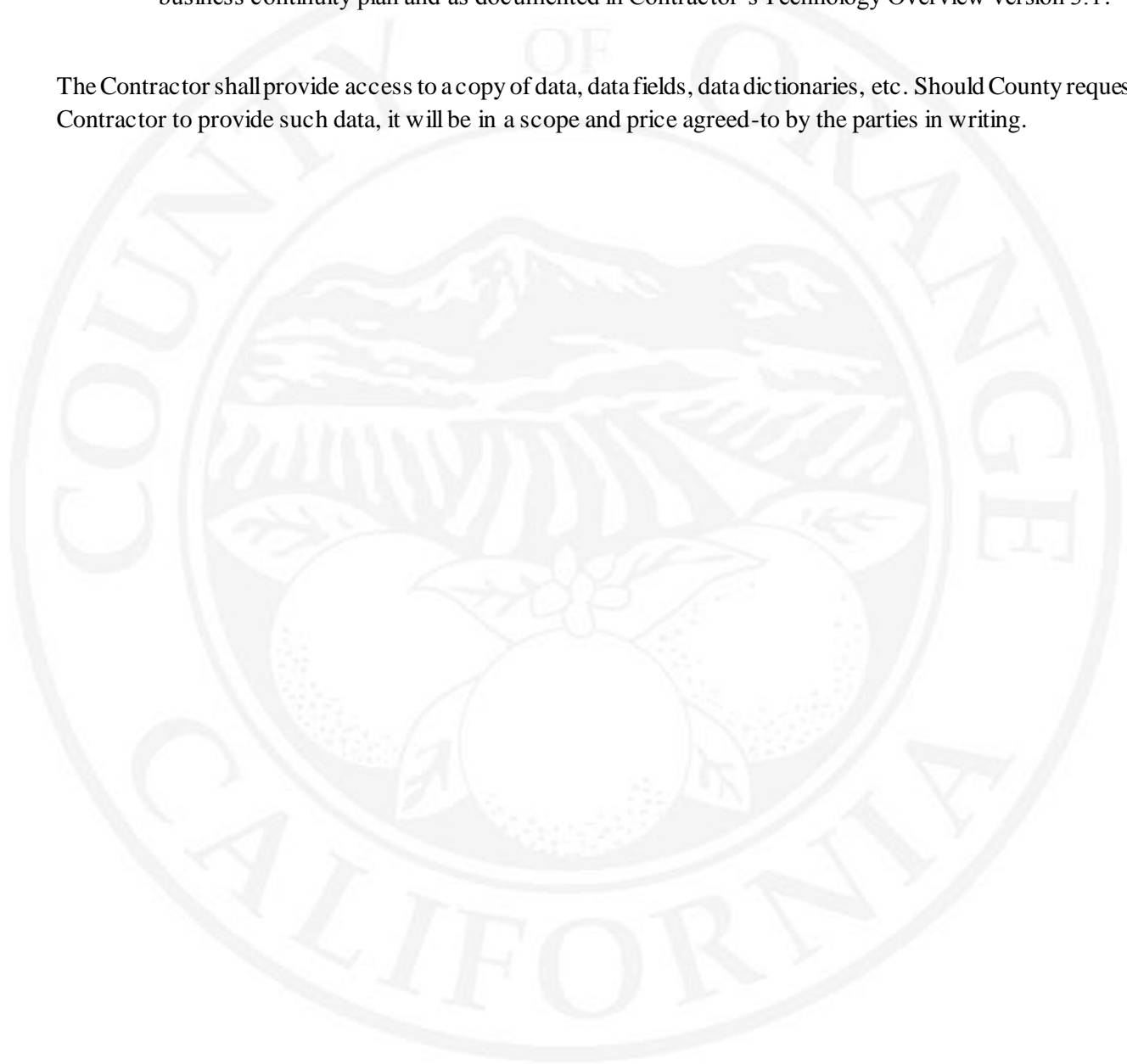
## II. Data Ownership

1. The County will solely own the ITMS's data.

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2. The Contractor shall safeguard the County's data from co-mingling with data of other Contractor customers.
3. The Contractor shall promptly return data upon termination of the Contract or upon the County's request in accordance with Paragraph 16, "Orderly Termination".
4. The Contractor shall recover data in the event of System failure in accordance with Contractor's business continuity plan and as documented in Contractor's Technology Overview version 3.1.

The Contractor shall provide access to a copy of data, data fields, data dictionaries, etc. Should County request Contractor to provide such data, it will be in a scope and price agreed-to by the parties in writing.



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**Attachment E – ITMS Business Requirements Matrix**

<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
Application Interoperability	Be a configurable, commercial off-the-shelf (COTS) system capable of interfacing with other County systems for data exchange such as data feeds to and from, including, but not limited to, the following entities: <ul style="list-style-type: none"> <li>• CAPS+ HR/Payroll known commercially as CGI Advantage</li> <li>• Personnel Data Warehouse</li> <li>• Hyland's OnBase: The County's document management solution</li> </ul>	ITMS	Core Functionality & SOW	Inbound/outbound data feed on SOW is included for the integrations with OC's systems
Application Interoperability	Integrate with the following: <ul style="list-style-type: none"> <li>• Microsoft Exchange 2010 and above and Exchange Online</li> <li>• Microsoft Office 2013 and Office 365</li> <li>• Microsoft SharePoint 2013 and SharePoint Online</li> </ul>	ITMS	Core Functionality	
Application Interoperability	Be Web based and compatible with Microsoft Internet Explorer 11+, Windows 10 Edge, Google Chrome, and Mozilla FireFox.	ITMS	Core Functionality	
Application Interoperability	Provision Single Sign-On (SSO) by leveraging the County's existing Identity and Access Management solution, which relies on Microsoft Active Directory Federation Services (ADFS) for single-sign-on.	ITMS	SOW	Single Sign on SOW
Application Interoperability	Support users, administrators, with various access levels, multiple roles, and group based security.	ITMS	Core Functionality	



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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Application Interoperability	Automate the mass creation of user accounts/profiles based on employee records provided via data feed or entered into ITMS.	ITMS	SOW	Inbound Data feed on SOW
Application Interoperability	Automate the maintenance of user accounts/profiles based on employee status (e.g., disabling the account/profile upon termination status; re-activating a rehired, transferred, or promoted employee's account/profile, etc.).	ITMS	SOW	Inbound/outbound Data feed on SOW
Application Interoperability	Provide interactive means (i.e., user interface) to create and maintain user accounts/profiles (in addition to the automated creation/maintenance of user accounts/profiles).	ITMS	Core Functionality & SOW	
System	The system shall be compatible with all Internet Service Providers (ISP) and multi internet browser versions used by the County of Orange and external users (applicants).	ITMS	Core Functionality	Supported: Internet Explorer (IE) 9 and greater - Note: Support for IE 9 will be retired in October 2017. Firefox 4 and greater Safari 8 and greater Opera 27 and greater Google Chrome Microsoft Edge Browsers must be installed in client supported environments.
System	The system shall provide capability to incorporate and apply County of Orange language and "look and feel".	ITMS	Core Functionality	These are branded Welcome Pages included in the core functionality
System	The system shall have single sign-on functionality.	ITMS	SOW	Single Sign on SOW
System	The system shall have capability to accept electronic signatures.	ITMS	Core Functionality	
System	The system shall provide users access via computer, all mobile, and tablet platforms.	ITMS	Core Functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System	The system shall allow access to ITMS outside of the County network.	ITMS	Core Functionality	Cornerstone can be accessed by internet browsers as stated above
System	The system shall provide unlimited access to the ITMS modules (e.g. eLearning).	ITMS	Core Functionality	Up to 18,500 LMS users are licensed at the county
System	The system shall comply with the Web Content Accessibility Guidelines (WCAG).	ITMS	Core Functionality	
System	The system shall have an intuitive and user-friendly interface (e.g. render information in a single page, less scrolling, fewer next/back buttons, increase viewing size).	ITMS	Core Functionality	
System	The system shall allow for multiple systems administrators to manage various settings and areas of the System including but not limited to the following: <ul style="list-style-type: none"> <li>• User Profiles</li> <li>• Support Ticket Submissions</li> <li>• Department Information</li> <li>• Web Portal within system</li> <li>• Security Options</li> <li>• Custom Form Fields</li> <li>• Definition Tables for Departments, Job Types, etc.</li> </ul>	ITMS	Core Functionality	Some recruiting functionality not included
System	The system shall provide a web portal that the County of Orange can maintain and utilize as a repository for miscellaneous information related to the ITMS processes.	ITMS	Core functionality	
System	The system shall reserve an area in the system whereby instructions for the various ITMS processes can be posted for general use, preferably within the applicable page (e.g. Subject Matter Review page).	ITMS	Core functionality	

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<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
System	The system shall provide self-help tutorials for all system roles.	ITMS	Core functionality	
System	The vendor shall provide video and online tutorials for self-help user training.	ITMS	Core functionality	
System	The system shall have the functionality to play WMV, MP4 or MP3 media.	ITMS	Core functionality	
System	The system shall provide a Test/Training Environment whereby Users can setup, modify, test, etc. data without impacting production data.	ITMS	Core functionality	
System	The vendor shall provide ongoing implementations, enhancements, defect fixes, and support.	ITMS	Core functionality	
System Data	The system shall be able to effectively integrate data with current County of Orange Enterprise Resource Planning (ERP) system, HRIS/Payroll System, and other third party vendors and County systems.	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system's data fields shall be configurable in order to be compatible with the CAPS+ HR and OnBase data fields (e.g. department, budget unit, employee ID, employee name, supervisor, evaluation type, end date, start date, rating, step, salary, % increase/dollar amount, certification/license, etc.).	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system shall have daily data flow from CAPS+ HR to ITMS (e.g. department, budget unit, employee ID, employee name, supervisor, evaluation type, end date, start date, rating, step, salary, certification/license, etc.).	ITMS	SOW	Inbound/outbound data feed on SOW
System Data	The system shall have daily data flow from ITMS to CAPS+ HR (e.g. performance	ITMS	SOW	Outbound data feed on SOW

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	data, training, LMS, certification renewal dates, new hire data).			
System Data	The system shall allow extracts of raw data using the Power BI Tool.	ITMS	Core Functionality	<p>Cornerstone custom reports include expansive data sets for each module with advanced filtering criteria. They can be downloaded daily and exported.</p> <p>Options extra cost                      1.Reporting APIs- Provides read-only access to data in the RTDW through RESTful OData endpoints                      COST: \$5k one-time fee, \$5k each year annually</p> <p>2.Data Exporter- Compressed and encrypted flat files delivered on the CSOD FTP                      COST: \$5k one-time fee, \$15k each year annually</p>
System Data	For system data and metadata fields that will not populate into CAPS+ HR, the system shall have the ability to transfer into the personnel data warehouse and OnBase through daily ETL.	ITMS	Core functionality	Outbound data feed on SOW
System Data	The system shall generate a metadata report.	ITMS	Core Functionality	<p>Cornerstone custom reports include expansive data sets for each module with advanced filtering criteria. They can be downloaded daily and exported.</p> <p>Options extra cost                      1.Reporting APIs- Provides read-only access to data in the RTDW through RESTful OData endpoints                      COST: \$5k one-time fee, \$5k each year annually</p>

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
				2.Data Exporter- Compressed and encrypted flat files delivered on the CSOD FTP COST: \$5k one-time fee, \$15k each year annually
System Data	The system shall house historical data.	ITMS	Core Functionality	Historical data load on SOW
System Data	All data or information obtained by the County will at all times remain the property of the County.	ITMS	Core Functionality	Yes, Contractual commitment
System Integration	The system shall integrate with social media tools (e.g. LinkedIn, Facebook, etc.) for marketing opportunities.	ITMS	Core Functionality	
System Integration	The system shall integrate with professional social media to update skills, and connect participants via the site.	ITMS	Core Functionality	
System Integration	The system shall connect with SharePoint (e.g. widgets, web platforms).	ITMS	Core Functionality	Cornerstone can link to SharePoint if integration is purchased
System Integration	The system shall have the ability to integrate links to external websites within the system.	ITMS	Core functionality	Cornerstone can link to 3 <sup>rd</sup> parties
System Integration	The system shall validate all required data fields in order to submit a transaction into CAPS+ HR and OnBase (e.g. department, budget unit, employee ID, employee name, supervisor, evaluation type, end date, start date, rating, step, % increase/dollar amount, certification / license).	ITMS	SOW	Cornerstone processes the inbound/outbound data feed as provided on the secure FTP data site.
System Data	The system shall validate all required data fields within the system.	ITMS	SOW and/or Core Functionality	Cornerstone processes the inbound data feed as provided on the secure FTP data site.
System Integration	All transactions from the system shall show up in the appropriate CAPS+ HR worklist.	ITMS	SOW	Cornerstone processes the inbound/outbound data feed as provided on the secure FTP data site. Transactions which will

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
				show up will be as set forth in the mutually-agreed scope.
System Integration	The system shall receive rejected transactions from CAPS+ HR worklist to be returned to the initiator.	ITMS	SOW	Cornerstone processes the inbound data feed as provided on the secure FTP data site.
System Integration	The system shall archive an employee's profile when they are terminated or separated in CAPS+ HR.	ITMS	Core Functionality	
System Integration	The system shall re-activate a rehired, transferred, or promoted employee's profile based on the employee ID from CAPS+ HR.	ITMS	Core functionality	
System Security	The system shall have the capability to configure various levels of security.	ITMS	Core functionality	
System Set Up	The system shall provide the capability to define and modify user account access levels based on user's role.	ITMS	Core functionality	
System Security	The system shall have security based on specified fields.	ITMS	Core functionality	
System Set Up	The system shall allow for users to have multiple roles within a single account (i.e. admin, supervisor, instructor, employee).	ITMS	Core functionality	
System Security	The system shall allow for multiple levels and permission of administrators to be assigned by main administrator.	ITMS	Core functionality	
System Security	The system shall allow for a variety of administrator roles for each ITMS module (e.g. overall department, site specific).	ITMS	Core functionality	
System Security	The system shall allow an unlimited amount of administrator role assignments.	ITMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Security	The system shall have the capability to identify all users in a given user role.	ITMS	Core functionality	
System Audit	The system shall have an audit trail and track changes made by all roles (e.g. employee, administrators, instructors, date/time, action completed, etc.).	ITMS	Core functionality	
System Audit	The system shall have the capability to show timestamps for all actions.	ITMS	Core functionality	
System Audit	The system shall provide various statistical reports based on usage for better administration and maintenance of the system (e.g. User last login date, # of inactive Users, etc.).	ITMS	Core functionality	
Reporting & Analytics	The system shall have a reporting web interface for users to run reports and queries on any specified criteria.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to export and/or save reports in multiple formats (e.g., .txt, .CSV, XML, .xls, , PDF	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to store reports for later execution.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to filter fields/columns when generating a report.	ITMS	Core functionality	
Reporting & Analytics	The system shall provide a report description and allow the user to print preview (e.g., a result, form, report) before printing.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to add remarks or comments within a report and to save and print the comments within the report.	ITMS	Not Supported	While our reporting tool is robust, this functionality can be accommodated by adding comments to the report and then exporting to excel.



## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Reporting & Analytics	The system shall allow the user to modify filter selections without requiring a new query to be executed.	ITMS	Core functionality	
Reporting & Analytics	The system shall enable printing and saving of items such as current screen, reports, text, tables, data maps, charts, and graphs in a printer-friendly format.	ITMS	Core functionality	
Reporting & Analytics	The system shall support regular expressions (e.g., wildcards) in queries.	ITMS	Not Supported	Cornerstone has a robust and intelligent global search tool, however wildcards are not included
Reporting & Analytics	The system shall allow the user to specify sorting order when generating a report.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to multi-level sort and sub-total options when generating a report.	ITMS	Core functionality	
Reporting & Analytics	The system shall allow the user to customize the colors and fill patterns for each data series on a graph.	ITMS	Core functionality	
System Set Up	The system shall automatically create individual user accounts from data imported from CAPS+ HR (e.g. Employee ID, Employee Name, Job Title, Manager Name, Department Name, Unit Name, email address, work location, skills and education, certification/license, etc.).	ITMS	Core functionality	
System Set Up	The system shall provide the capability to manually create individual User accounts.	ITMS	Core functionality	
System Set Up	The system shall have the capability for administrators to customize fields and manage non-County staff user accounts (e.g. Learning County vendors).	ITMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Set Up	The system shall have the capability to differentiate between employee and non-County staff assignments in applicable ITMS modules.	ITMS	Core functionality	
System Security	The system shall have the capability to designate access to non-County staff only for applicable ITMS modules.	ITMS	Core functionality	
System Set Up	The system shall automatically generate and send a message to new users once their accounts are created to share how to access the system and self-help tutorials.	ITMS	Core functionality	
System Set Up	The system shall have the capability for user self service functionalities for account profile management, password retrieval, etc.	ITMS	Core functionality	
System Set Up	The system shall allow the system administrator the capability to define the fields to be utilized with the option to add, delete and modify as needed per the individual business needs of each Department	ITMS	Core functionality	
System Set Up	The system shall have the capability to create a dynamic organizational chart and select which county employee type, non-county employee (contractor), or status view.	ITMS	Core functionality	
System Set Up	The system shall be able to differentiate between County and non-County employees.	ITMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Set Up	The system shall provide a dynamic Search tool to accommodate the following: 1. Allow the selection of multiple criteria within a single search 2. Allow data to be filtered based on individual preferences 3. Allow all fields within the system to be searchable 4. Allow customized default settings  6. Allow course and resource to be searchable	ITMS	Core functionality	
System Set Up	The system shall allow the site administrator to add, delete, expire, or modify business rules according to the collective bargaining agreements (aka MOUs).	ITMS	Core functionality	
System Set Up	The system shall have spell check.	ITMS	Core functionality	Note-spell check is available for performance reviews, however in LMS functionality due to abbreviations and course numbers, spell check is not enabled. However the user can utilize a browser with spell check capabilities
System Set Up	The system shall allow a user to view, print, or save in PDF format.	ITMS	Core functionality	
System Set Up	The system shall provide the capability to attach multiple documents in multiple formats throughout the ITMS modules	ITMS	Core functionality	
System Set Up	The system shall provide “copy/paste” functionality throughout the ITMS modules	ITMS	Core functionality	
System Set Up	The system shall provide capability to develop workflow processes based on pre-determined rules to further automate the process	ITMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	with minimal administrative maintenance needed.			
System Set Up	The system shall provide flexibility in setting up and modifying workflow notifications (e.g. Notification upon FINAL approval, notification requiring action only, notification at every stage, etc.).	ITMS	Core functionality	
System Set Up	The system shall have the ability to route documents and send notifications according to a workflow for every phase ( e.g. performance evaluations, training approval).	ITMS	Core functionality	
System Set Up	The system shall allow for additional approvals within the workflow	ITMS	Core functionality	
System Set Up	The system shall have the capability for a user to edit throughout the Workflow process only if FINAL approval has not been applied.	ITMS	Core functionality	
System Set Up	The system shall allow system administrator and authorized users editing capability after FINAL approval is applied.	ITMS	Core functionality	
System Set Up	Based on role(s) and department(s) assigned, the system shall allow Users to create and view all applicable stages of a Workflow process (e.g. approved, open, in progress, filled, on hold, cancelled, etc.).	ITMS	Core functionality	
System Set Up	The system shall have the capability for event workflow including documentation.	ITMS	Core functionality	
System Set Up	The system shall have the ability to customize email reminders and timeline.	ITMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Set Up	The system shall provide an integrated email component that allows notifications to be handled in the following manner: 1. Allow notifications to be automatically sent based on pre-defined triggers or events 2. Allow notifications to be manually resent based on individual preference (i.e., password reset for users, etc.) 3. Allow ability to disable automatic notifications as needed (i.e., systems admin should have ability to disable any of the above mentioned automatic notifications should the organization decide to do such)	ITMS	Core functionality	
System Set Up	The system shall have the ability to roll up into a dashboard summary by agency/department.	ITMS	Core functionality	
System Set Up	The system shall have the capability to customize the user interface and dashboard views.	ITMS	Core functionality	
System Set Up	The system shall have a dashboard reporting user interface (UI) for easy access to metrics.	ITMS	Core functionality	
System Set Up	The system shall link performance management to the LMS module for development options.	ITMS	Core functionality	
System Data	The system shall import the evaluation period start and end dates from CAPS+ HR per employee in ITMS (evaluation cycles).	Performance Mgmt.	SOW	Inbound data feed in SOW
System Data	The system shall allow for each employee to have a different start and end date for the evaluation cycle(s).	Performance Mgmt.	Core functionality	

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<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
System Data	The system shall import the probation period start and end dates from CAPS+ HR per employee (evaluation cycles).	Performance Mgmt.	SOW	Inbound data feed in SOW
System Data	The system shall determine the evaluation cycles based on the Rep Unit when the evaluation start and end dates are not in CAPS+ HR.	Performance Mgmt.	Core functionality	Workflow for evaluation cycle needs to be defined for Rep unit or dynamically assigned via OU group rules
System Integration	The system shall generate a CAPS+ HR transaction for an evaluation that generates changes to employees salary and or leave.	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW  This transaction can trigger changes to salary to occur within CAPS; however, for changes to originate within CSOD regarding salary that would feed in and update CAPS, that would be our Compensation module, which is not being purchased.
System Integration	The system shall generate evaluation and probation data and associated documents that can be consumed by CAPS+ HR.	Performance Mgmt.	SOW	Outbound data feed in SOW
System Integration	All probations shall generate a transactions into CAPS+ HR.	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS.
System Integration	The system shall have the ability to track promotional employees except for executive management based on configurable promo codes (PROMO, PMPRO).	Performance Mgmt.	Core functionality	
System Integration	The system shall generate a promotion transaction into CAPS+ HR when an employee passes probation based on business process	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS.

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	rules (PAPR transaction code).			
System Integration	All reductions due to failure of promotional probation shall generate a transaction into CAPS+ HR (RED).	Performance Mgmt.	SOW	Inbound/outbound data feed in SOW This can occur via feed into CAPS; however "reductions" refers to salary data, that is part of our Compensation module which is not being purchased.
System Integration		Performance Mgmt.		
System Integration	The system shall generate a transaction into OnBase for evaluations that do not generate changes to employees salary and or leave.	Performance Mgmt.	SOW	Outbound data feed in SOW
System Audit	The system shall generate an exception report for employees who do not have an evaluation with start and end date from CAPS+ HR.	Performance Mgmt.	SOW	
System Audit	The system shall generate a daily user-friendly audit report for the site administrators to verify accuracy of placement and exceptions for transactions that go directly into CAPS+ HR and OnBase.	Performance Mgmt.	SOW	
Reporting & Analytics	The system shall generate reports showing all steps in the evaluation process that are completed on time vs. past due, filtered by department, title, manager, date, or other fields.	Performance Mgmt.	Core functionality	
Reporting & Analytics	The system shall generate a report of performance evaluation rating distribution over time by employee, title code, manager, and agency.	Performance Mgmt.	Core functionality	



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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Reporting & Analytics	The system shall generate a report of past-due performance over time activity by employee, title code, manager, and agency	Performance Mgmt.	Core functionality	
Reporting & Analytics	The system shall generate performance evaluation reports that provide an overview of the distribution of the scores within your area of responsibility for both mid-year and year-end evaluations.	Performance Mgmt.	Core functionality	
System Set Up	The system shall populate County information (mission/values).	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to create multiple forms (e.g. executives, managers, employees).	Performance Mgmt.	Core functionality	
System Set Up	The system shall automatically generate the applicable evaluation form based on the employee's represented unit (collective bargaining agreement).	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the system administrator to override the system generated evaluation form.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow a manager to select an evaluation type based on the employee job title and status (e.g. Annual, interim, merit, probation, separation, transfer, goal setting, other).	Performance Mgmt.	Core functionality	
System Set Up	The system shall determine evaluation cycles based on the Rep Unit.	Performance Mgmt.	Core functionality	
System Set Up	The system shall generate a probation form based on Rep Unit.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow a manager to generate more than one form concurrently (e.g. evaluation form and a probation form) based on the	Performance Mgmt.	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	employee's job title and status.			
System Set Up	The system shall have the ability to create unlimited number of templates.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the capability to clone evaluation forms or assign goals to a specific classification.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the user to create multiple goals (up to 10) with no character maximum.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to input competency content with expectation sets, as needed.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have a drop down menu of competencies and expectation sets.	Performance Mgmt.	Included on Order Form	
System Set Up	The system shall have a waiver option and a waiver reason drop down menu.	Performance Mgmt.	Core functionality	
System Set Up	The system shall align, manage and track goals (cascade goals and provide line of sight) for an employee.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow for multiple and flexible rating scales for goals and competencies.	Performance Mgmt.	Core functionality	
System Set Up	The system shall allow the administrator to define the points on the rating scale.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have flexibility to provide weightings to competencies and goals.	Performance Mgmt.	Core functionality	
System Set Up	The system shall score each goal and competency and have an aggregate score.	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to have 1 or 2 final scores.	Performance Mgmt.	Core functionality	System supports a final score from any rater in the evaluation process (e.g. employee, manager,

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
				etc); these are computed for a final score on the evaluation.
System Set Up		Performance Mgmt.		
System Set Up	The system shall allow authorized users access to historical performance data (once established).	Performance Mgmt.	Core functionality	
System Set Up	The system shall have the ability to create customized development plans (rated or not rated) have a separate development section for an employee.	Performance Mgmt.	Core functionality	
Performance Planning	The system shall create one evaluation and/or probation form that can be shared by both the employee and manager.	Performance Mgmt.	Core functionality	
Performance Planning	The system shall give the employee or manager the ability to modify established goals during the performance evaluation cycle.	Performance Mgmt.	Core functionality	
Performance Planning	The system shall allow an employee and/or a manager to add and save comments throughout the year and share only when released by the author.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall document mid-year score (or option to capture mid-year score) and comments from the employee and manager.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow a supervisor to write/complete an evaluation when an employee is transferred, promoted, or reassigned.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall recommend legally appropriate terminology.	Performance Mgmt.	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Annual/Mid-Year Review	The system shall provide development tips.	Performance Mgmt.	Included with Korn Ferry purchase	Development actions can be entered for competencies. This is option to enter when competencies are created – it is not automatically built. (Partner Competencies may include development actions built in).
Annual/Mid-Year Review	The system shall give the user the ability to add comments for the development plan - but no rating.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have the capability to view manager and employee comments separately.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall validate that comments exist for both the goals and the competencies sections.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall give the manager the option to rate or not rate goals or overall performance during a mid-year review.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall recommend verbiage for comments that match the rating provided.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall validate that a rating exists for each area.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall generate an overall ratings based on the weighted average of all sections rated.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall display ratings in an integer form (no decimals for overall average).	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow an authorized user to override the overall average score.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall allow an authorized user to change scores after calibration - with employee acknowledgement.	Performance Mgmt.	Core functionality	

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<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
Annual/Mid-Year Review	The system shall have flexibility to keep one document for mid-year and year-end or separate into two documents.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall give the user the ability to view both mid-year and year-end ratings in one document, print, or save in PDF.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have the capability to electronically sign the evaluation document.	Performance Mgmt.	Core functionality	
Annual/Mid-Year Review	The system shall have the capability to view goals, scores, and comments for everyone in your area of responsibility.	Performance Mgmt.	Core functionality	
System	The system shall have e-commerce capabilities to manage multiple billing and payment methods.	LMS	Core functionality	
System	The system shall allow for billing and payment methods to be consumed by the County's financial systems.	LMS	Core functionality	If ecommerce is purchased
System	The system shall allow users to log in to an eLearning class unlimited times within a day.	LMS	Core functionality	
System Data	The system shall support batch feeds directly into the employee's LMS profile from Training Partner (e.g. training completed, date, location, provider, certifications, licenses, etc.)	LMS	SOW	One time Historical Data Load in SOW
System Data	The system shall generate a certification/license transaction into CAPS+ HR when an employee enters their certification and license information.	LMS	SOW	Inbound/outbound data feed in SOW
System Integration	The system shall move completion certificates and licenses directly into OnBase (NIMS, DPA, EEO, CEU,	LMS	SOW	Outbound data feed in SOW

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<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
	SharePoint, BI Tool, Lynda.com).			
System Integration	The system shall be SCORM-compliant and must allow the import of CBT modules created via third-party SCORM authoring tools.	LMS	Core functionality	
System Integration	The system shall have the capability to integrate use of online meeting software within infrastructure of the LMS (e.g. go-to meetings, WebEx).	LMS	Core functionality	
System Integration	The system shall have the capability for integration with competency models, such as Korn Ferry.	LMS	Included	Purchasing Korn Ferry
System Integration	The system shall have the ability for integration with other learning content service vendors such as getAbstract, SkillSoft, etc.	LMS	Included	Purchasing Skillsoft
System Set Up	The system shall allow for matrix managers can be given the same permissions as managers for LMS.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report showing training completion (classes and courses) that are submitted on time vs. past due, filtered by department, title, manager, date, or other fields.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of training participation by training type, class, and session, and by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of required training by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of attendance vs. non-attendance in training by	LMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	individual class & session and by employees, managers & agency.			
Reporting & Analytics	The system shall generate a report with employees that have not completed training series.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of earned CEUs by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of earned CEUs over time by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of required certification/licensure by employee, title code, manager, agency.	LMS	Core functionality	
Reporting & Analytics	The system shall allow an authorized user (HR, Supervisor, Employee) to pull a report of all upcoming certification and license expiration dates by a user's role.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of due and past-due recertification/licensure by employee, title code, manager, and agency.	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of past-due training activity by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall generate a report of past-due training activity over time by employee, title code, manager, and agency	LMS	Core functionality	
Reporting & Analytics	The system shall provide a reporting function which allows for data comparisons between multiple, user-defined categories (such as departments).	LMS	Core functionality	



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<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
Reporting & Analytics	The system shall have the ability to generate reports by unfinished units and courses regardless of enrollment status.	LMS	Core functionality	
Reporting & Analytics	The system shall have the ability to include organization-specific financial tracking codes, with reporting and invoicing features.	ITMS		
System Set Up	The system shall have the following user account type field when creating an account: extra help, limited/regular term, vendor, contractor, temporary, volunteer, intern.	ITMS	Core functionality	
System Set Up	The system shall have the capability to provide a searchable event catalog that can be organized and categorized (including subcategories) by LMS administrators.	LMS	Core functionality	
System Set Up	The system shall categorize training by type (eLearning, seminars, in-person, required/not required).	LMS	Core functionality	
System Set Up	The system shall provide collaborative learning formats including discussion forums, chat boards, etc.	LMS	Core functionality	
System Set Up	The system shall create a connection to the agency-specific 'contact us' function.	LMS	Core functionality	
System Set Up	The system shall have the capability to create message boards tied to a specific class.	LMS	Core functionality	
System Set Up	The system shall have social collaboration functionality.	LMS		If Connect is purchased
System Set Up	The system shall have a Q&A functionality and generate automatic notifications sent to administrators when new content is added.	ITMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Set Up	The system shall have the capability for users to upload a photo and customize the information on their user profile, including skills, projects, experience, etc.	ITMS	Core functionality	
System Set Up	The system shall have the ability to automatically create course codes and matrix within the system for record keeping.	LMS	Core functionality	
System Set Up	The system shall provide a method to create courses and classes simultaneously in a single transaction.	LMS	Core functionality	
System Set Up	The system shall have the capability to identify resource conflicts including, at a minimum instructor, date, time and location.	LMS	Core functionality	
System Set Up		LMS	Core functionality	
System Set Up	The system shall have the functionality to create individual development plans.	LMS	Core functionality	
System Set Up	The system shall have the capability for managers to view subordinate team member information, at a minimum training transcripts, training schedules, and registration approval status.	LMS	Core functionality	
System Set Up	The system shall have the capability to allow the LMS administrators and supervisors/managers to designate and manage delegates for all managers.	LMS	Core functionality	
System Set Up	The system shall have the capability to provide a method of tracking in-house and out-service training costs.	LMS	Core functionality	
System Set Up	The system shall provide the ability to designate an instructor to a course.	LMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
System Set Up	The system shall have a calendar to visually show current course offerings, limited by those the employee has access to.	LMS	Core functionality	
System Set Up	The system shall allow upload, storage, and indexing or development content for users.	LMS	Core functionality	
System Set Up	The system shall provide for mapping of competencies and skills to specific user-defined classifications.	LMS	Core functionality	
Enrollment	The system shall have the capability to hyperlink directly to a course, without requiring students to search for it.	LMS	Core functionality	
Enrollment	The system shall provide functionality to enroll an employee in a course, and send a notification upon enrollment.	LMS	Core functionality	
Enrollment	The system shall allow for the grouping of courses into a program.	LMS	Core functionality	
Enrollment	The system shall have the functionality to email employees and supervisors with a notification of deadline to complete required trainings.	LMS	Core functionality	
Enrollment	The system shall have the ability to send an email to a group of users when enrolled in a mass training (e.g. Annual Mandatory Training), confirming their enrollment and due date for the training.	LMS	Core functionality	
Enrollment	The system shall have the functionality to create or choose from default notifications to send before and after status updates.	LMS	Core functionality	
Enrollment	The system shall have the option to default	LMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	communication from being sent to supervisor/employee.			
Enrollment	The system shall have the ability to upload and store course materials for future reference in multiple file formats (PDF, MS Office, WMV, MP4, MP3, etc.) and index them with a particular class session.	LMS	Core functionality	
Enrollment	The system shall allow administrators and instructors to change multiple user course statuses simultaneously.	LMS	Core functionality	
Enrollment	The system shall provide integration of or link access to external interactive course location maps.	LMS	Core functionality	
Enrollment	The system shall provide capability to assign who can view a course by multiple criteria (classification, role, division, department, location, etc.)	LMS	Core functionality	
Enrollment	The system shall provide for the ability to attach files to courses (course materials, email communications, etc.) in the following formats: MS Office, Office 365 and PDF formats.	LMS	Core functionality	
Enrollment	The system shall have the ability to automatically generate a roster for classes (accessible by administrators and instructors).	LMS	Core functionality	
Enrollment	The system shall create a template for the roster that is automatically used, including header, footer, class name, etc.	LMS	Core functionality	
Enrollment	The system shall have the functionality to limit the number of enrollments by service area, department, classification, etc.	LMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Enrollment	The system shall have the capability for administrators and instructors to manually push enrollments past capacity.	LMS	Core functionality	
Enrollment	The system shall have prerequisite functionality for courses.	LMS	Core functionality	
Enrollment	The system shall have the capability to specify training as mandatory or voluntary, and specify by role, unit, department, etc.	LMS	Core functionality	
Enrollment	The system shall have the capability to store files within LMS at course level.	LMS	Core functionality	
Enrollment	The system shall allow administrators to restrict access to courses by user-defined criteria (such as department, classification, team, etc.)	LMS	Core functionality	
Enrollment	The system shall provide access for supervisors to enroll employees into training courses, or connect to development resources stored in the LMS.	LMS	Core functionality	
Enrollment	The system shall allow for users to cancel class attendance the day of the event.	LMS	Core functionality	
Enrollment	The system shall have the ability to create automatic enrollments by multiple, user-defined criteria (classification, role, or department)	LMS	Core functionality	
Enrollment	The system shall provide access to an Outlook items for users to add to the calendar after enrolling in a course.	LMS	Core functionality	
Enrollment	The system shall provide ability to identify and add drop-in students for courses already completed.	LMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Enrollment	The system shall have the capability for electronic sign-in/tracking system for participants connected to badge/employee ID.	LMS	Not included in order form	Custom project available through Tribridge
Enrollment	The system shall have the capability to pre-enroll staff in training.	LMS	Core functionality	
Enrollment	The system shall have the capability for integration of exams, quizzes, learning application checkpoints for in-person and eLearning courses.	LMS	Core functionality	
Enrollment	The system shall have the ability to identify and automatically assign required trainings to employees based on a variety of administrator-selected criteria.	LMS	Core functionality	
Enrollment		LMS		
Enrollment	The system shall have the capability to send notifications to employees for upcoming classes on their Individual Development Plan (IDP).	LMS	Core functionality	
Enrollment	The system shall have the ability to disable notifications for upcoming classes on their Individual Development Plan (IDP).	LMS	Core functionality	
Enrollment	The system shall automatically assign required learning to a user based on employee attributes (e.g. title, job type, location, etc.).	LMS	Core functionality	
Enrollment	The system shall have capability to market or advertise upcoming training events within the LMS (e.g. front page banner that rotates)	LMS	Core functionality	
Enrollment	The system shall have the ability to customize email communications (such as class reminders) on an	LMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	administrator/instructor-identified schedule or on an ad-hoc basis.			
Enrollment	The system shall provide for automated, scheduled reminder emails to be sent to class participants.	LMS	Core functionality	
Enrollment	The system shall permit administrators to create stock template emails to use for communication to class participants.	LMS	Core functionality	
Enrollment	The system shall have the capability for customizable and template email notifications (registration, cancellations, reminders, waitlists, new course offerings, instructor communications, course completion, etc.).	LMS	Core functionality	
Enrollment	The system shall have a notification of outstanding items, such as non-compliance, expired certifications, etc., in the employee and manager dashboard.	LMS	Core functionality	
Enrollment		LMS		
Enrollment	The system shall have the capability to review and sign-off on documents or acknowledgements stored within the eLearning or course content.	LMS	Core functionality	
Enrollment	The system shall have the capability for administrators to simultaneously enroll or un-enroll multiple users for a given course, event or curricula.	LMS	Core functionality	
Enrollment	The system shall have the capability for managerial staff to register and cancel training for subordinates.	LMS	Core functionality	



## Attachment A

<b>Theme</b>	<b>Business Requirement</b>	<b>Module</b>	<b>SOW/ Core/ Not Included</b>	<b>NOTES</b>
Enrollment	The system shall have the capability for users to see their priority on the waitlist.	LMS	Core functionality See Notes	This is available in the admin view, not end-user view. Notifications can be auto generated to update users of status
Enrollment	The system shall have the capability for users' training requests to be received and processed (approved/rejected) by immediate manager and/or delegate(s).	LMS	Core functionality	
Enrollment	The system shall have the capability to provide an event wait list function with both automatic and LMS administrator manual move to roster functionality.	LMS	Core functionality	
Enrollment	The system shall track missed trainings and send notifications to supervisors and employees automatically.	LMS	Core functionality	
Enrollment	The system shall have the capability to show upcoming and past due enrollments on the dashboard (homepage).	LMS	Core functionality	
Enrollment	The system shall allow students to retake a course they have already completed.	LMS	Core functionality	
Enrollment	The system shall have the capability for an employee to have multiple class statuses (such as complete, absent, left early, late, incomplete, etc.)	LMS	Core functionality	
Enrollment	The system's search function shall be able to search for courses and content using keywords.	LMS	Core functionality	
Enrollment	The system shall send a customizable email notification to the employee and supervisor upon enrollment in a course.	LMS	Core functionality	
Enrollment	The system shall have the capability for course and class waitlists, with ability to turn the feature on and off.	LMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
Enrollment	The system shall have the capability for managers to create training reports and view and download transcripts for their subordinates.	LMS	Core functionality	
Reporting & Analytics	The system shall have the capability to schedule and email reoccurring reports to specified recipients.	LMS	Core functionality	
System Set Up	The system shall have the capability to maintain record of communications automatically sent within the LMS.	LMS	Core functionality	
Class Completion	The system shall allow users to earn badges or distinctions for completing a certain amount of learning hours, courses, programs, etc.	LMS	Core functionality	
Class Completion	The system shall allow for entry of learning completed outside of the LMS, including specific course information (duration, state date, end date, location, instructor, company, etc.)	LMS	Core functionality	
Class Completion	The system shall allow the user to enter their earned continuing education unit(s) (CEU) per course completed.	LMS	Core functionality	
Class Completion	The system shall provide ability to archive courses so they are no longer visible for users to access.	LMS	Core functionality	
Class Completion	The system shall have capability to add-on participants after course completion.	LMS	Core functionality	
Class Evaluation	The system shall allow for course and instructor evaluations to be generated, created, modified, completed, indexed, and reported.	LMS	Core functionality	
Class Evaluation	The system shall have the capability to automate evaluations within the system,	LMS	Core functionality	

## Attachment A

Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	and to be triggered once status is marked 'complete.'			
Class Evaluation	The system shall have the capability to integrate evaluation capability into LMS, with ability to customize based on the class.	LMS	Core functionality	
Class Completion	The system shall have the capability to allow users' CBT/WBT progress data to be reportable to LMS administrators, at a minimum, chosen answer, correct/incorrect answers and time spent.	LMS	Core functionality	
Class Completion	The system shall have the capability to provide a tracking method for training credits and hours.	LMS	Core functionality	
Class Completion	The system shall have the capability to group content by learning roadmaps or pathways associated with a specific competency.	LMS	Core functionality	
Class Completion	The system shall have the capability to download a print-friendly user transcript.	LMS	Core functionality	
Class Completion	The system shall automatically assign an administrator-defined designation after the completion of a series of classes or program.	LMS	Core functionality	
Certification/License	The system shall allow the user to enter their certification and license information (e.g. cert/license name, provider, license number, type, effective date, expiration date, does not expire, etc.).	LMS	Core functionality	
Certification/License	The System shall allow the user to select a certification/license required indicator.	LMS	Core functionality	
Certification/License	The system shall allow the user to add attachment(s) for	LMS	Core functionality	

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Theme	Business Requirement	Module	SOW/ Core/ Not Included	NOTES
	proof of completion certificate or license to LMS.			
Certification/License	The system shall have the ability to automatically create certificates when course status updates to 'complete.'	LMS	Core functionality	
Certification/License	The system shall have the capability to automatically generate, store, and print certificates.	LMS	Core functionality	
Certification/License	The system shall have the capability to maintain records of professional certifications, continuing education credits, etc.	LMS	Core functionality	
Certification/License	The system shall provide automatic certification renewal notifications.	LMS	Core functionality	
Certification/License	The System shall be able to track and send automatic email reminders with language determined by County at intervals determined by County in advance of the certification/license expiration date.	LMS	Core functionality	

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**Attachment F – Contractor Application Performance and Service Level Guarantee**

**SERVICE LEVEL AGREEMENT (STANDARD)**

This Service Level Agreement is subject to the terms and conditions of Client’s agreement with Cornerstone (the “Agreement”), and does not become operative until Client has signed off on Implementation and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to “live” portals.

**DEFECTS**

A "Defect" is a technical defect with the Cornerstone application and/or those portions of software integrations within Cornerstone’s control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

**Major Defects**

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
<b>Initial Notification</b>	One (1) hour via an Incident Report	
<b>Status Updates</b>	Every two (2) hours until resolution or as indicated in the Incident Report	
<b>Resolution</b>	Twelve (12) hours	Twenty-four (24) hours
<b>Remedy</b>	In the event that Cornerstone has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.	

**Minor Defects**

- **Severity 3 (S3):** A Defect in one or more application features.

For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. “I get mad whenever I think about it not working.” *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*
- **Priority 2** = A feature that is annoying when it doesn’t work, but multiple users are not prevented from progressing with important tasks. A work-around exists. “I get annoyed but can deal with it not working.” *An example: Users’*

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*transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*

- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. "I can deal with it." *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
<b>Case Generation</b>	Upon submission		
<b>Diagnosis/ Validation</b>	Four (4) days	Six (6) business days	Twenty-one (21) business days
<b>Status Updates</b>	Available 24/7 via MySuccess		
<b>Resolution</b>	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
<b>Escalation</b>	A Client business stakeholder (i.e., not a Client administrator) may escalate an S3/P1 defect to the Global Product Support Manager with a written statement of business impact relating to the Defect. Cornerstone may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.	N/A	N/A
<b>Remedy</b>	In the event that Cornerstone has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit** against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.		N/A

## GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the application within one (1) business day.

## OFFLINE PLAYER AND MOBILE SUPPORT

For Offline Player, Cornerstone support is limited to **troubleshooting one model PC in Client's environment that meets the minimum technical requirements specified by Cornerstone** (requirements available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should Client desire troubleshooting assistance with issues other than on the model PC, Cornerstone may be available to provide support services for an additional fee. Client agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

Cornerstone will periodically release new versions of Offline Player and its mobile applications. Accordingly, technical support will be available for the then-current version and immediate prior version only. In addition, if a code change or update is required to resolve an issue, Client may be required to upgrade to the then-current version. Client's primary administrator is responsible for ensuring that the Offline Player and mobile applications are kept up-to-date, including applying available software updates.

## SOFTWARE AVAILABILITY

Contractor will provide at least 99.5% availability per calendar month to the ITMS (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Contractor has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability

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below 99.5%, County will be entitled, as its sole and exclusive remedy therefor, to a credit\*\* against County's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.

\*\*To claim a credit, County must submit a credit request within thirty (30) business days of the event giving rise to a credit. Upon receiving the request, Contractor shall have five (5) business days to respond.

### Measurement of Availability

Measurement for availability is defined as the percentage of time the ITMS is fully operational and available when called upon during the defined reporting period. SLR reporting is further detailed in Paragraph 41, Service Level Commitment in the Contract.

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

Where Unavailability is defined as:  $\Sigma$  Unplanned Outage Duration / Assured System Availability X 100

### Example:

Total System Availability	Hours of Planned Outage	Assured System Availability
100 hours	10 hours	90 Hours

Assured System Availability	Hours of Unplanned Outage	Actual Hours of System Availability
90 Hours	2 Hours	88 Hours (90-2)

Percentage of Actual System Availability
2 hours of Unplanned Outage / 90 hours of Assured System Availability = $0.023 \times 100 \Rightarrow 2.3\%$
<b><i>100% - 2.3% = 97.7% Availability</i></b>

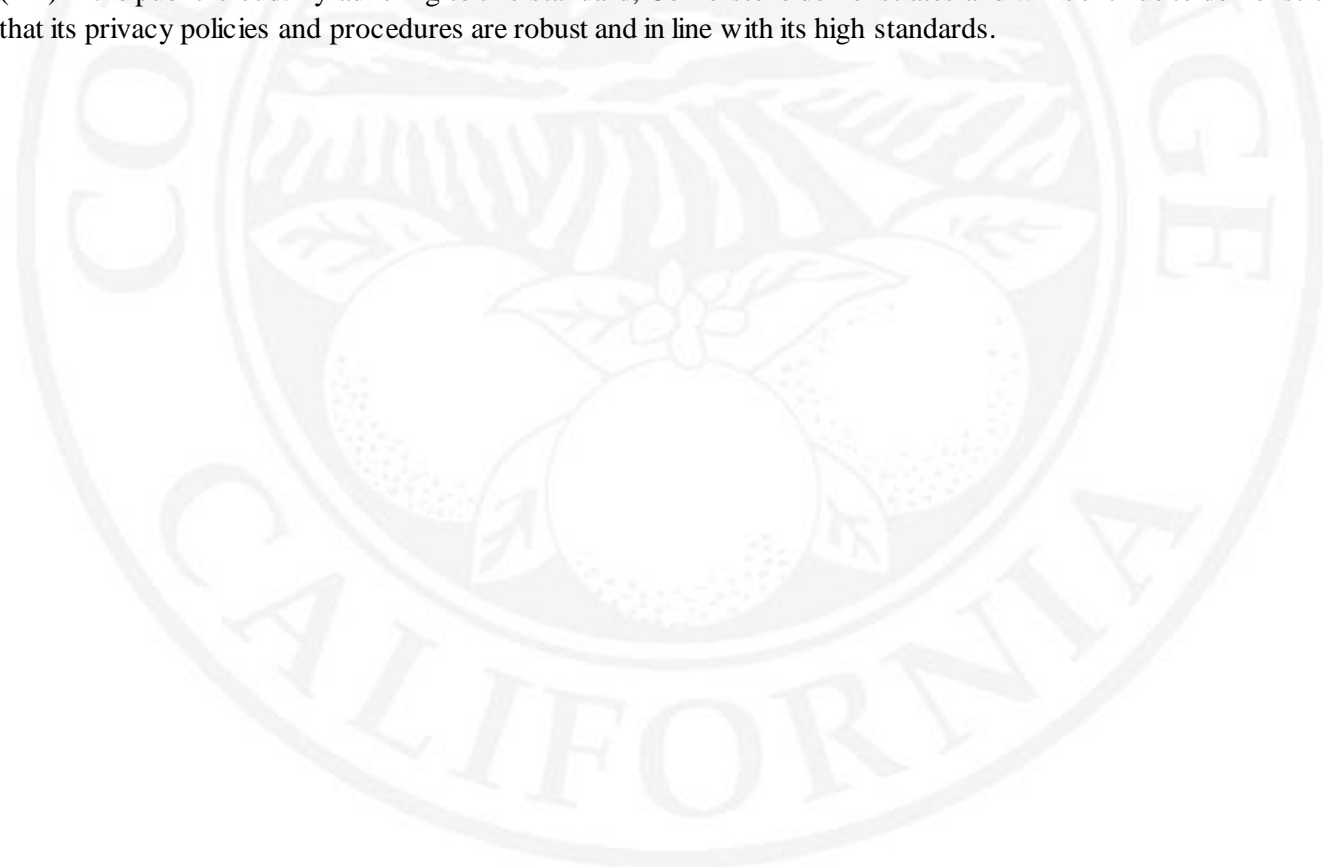


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**Attachment G – County of Orange Information Technology Security Policy**

**(See separate Attachment titled “COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY POLICY”)**

Cornerstone generally complies with the County of Orange Information Technology Security Policy. However, Cornerstone’s software as a service is certified to ISO/IEC 27001:2013 and will remain so certified with ISO/IEC 27001:2013 or its successor certification, a widely recognized certifiable standard in excess of ISO/IEC 27002-2005. The controls in Annex A are derived from and aligned with ISO/IEC 27002-2005. Cornerstone’s ISO 27001 certification was conducted by an independent third-party and recognizes companies for establishing, implementing, maintaining, and continuously improving their Information Security Management System (ISMS). Cornerstone is ISO 27018:2014 certified and will remain so certified with ISO 27018:2014 or its successor certification, and ISO 27018 controls are covered by Cornerstone’s statement of applicability and audited during annual ISO 27001 audits. ISO 27018 controls are in place for the protection of personally identifiable information (PII) in the public cloud. By adhering to this standard, Cornerstone demonstrates and will continue to demonstrate that its privacy policies and procedures are robust and in line with its high standards.



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**Attachment H – Contractor’s Disaster Recovery Plan**

Contractor’s disaster recovery plan is incorporated herein by this reference.

**(See separate Attachment titled “Contractors Disaster Recovery Plan)**



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**Attachment I – General Services Administration Contract #GS-35F-0247V**

**(See separate Attachment titled “General Services Administration Contract #GS-35F-0247V”)**



## Attachment A

**Attachment J – Cornerstone Modified GSA Price List**

SIN	MFG	Product Number	Product Description	GSA Price
132-32	Cornerstone	Conect-Base	Connect Platform Included in base platform: Social networking (blogs, wikis, podcasts, etc.), Knowledge management, People Finder, Career Profile Price per Active User/ Year	\$27.20
132-32	Cornerstone	Conect-Ext-Ann	Cornerstone Connect for the Extended Enterprise flat fee, annual, recurring; plus	\$22,670.03
132-32	Cornerstone	Conect-Ext-Aut	Cornerstone Connect for the Extended Enterprise An author is a non-employee who contributes to a blog, posting board, wiki, podcast, etc. Active users can read contributions in Connect without incurring this charge. Price per author/ year	\$2.27
132-32	Cornerstone	Learning-Base	Learning Platform Included in base platform: E-learning, Evaluations, Test engine, ILT, Curriculum Player, Materials Management Price per Active User/ Year	\$20.76 or Less Per Lic
132-32	Cornerstone	Learning-Comp	Learning Platform Add-On Compliance Pack: Certifications + Forms Price per Compliance user/ year	\$13.60
132-32	Cornerstone	Learning-Tuit	Learning Platform Add-On Tuition Reimbursement Fee is % of annual software fees	10% of annual GSA software fees
132-32	Cornerstone	Learning-LCMS	Learning Platform Add-On LCMS: Content Authoring & Course Publisher Price per seat/ year	\$2,720.40
132-32	Cornerstone	Learning-Cont	Learning Platform Add-On Content Delivery Price per Month/Per 10,000 Users	\$906.80
132-32	Cornerstone	Learning-Compet	Learning Platform Add-On Competencies/ Dev Plans Price per user/ year	\$9.07
132-32	Cornerstone	Perform-Base	Performance Platform Included in base platform: Goals, Reviews Per Active User/ Year	\$28.14 or Less Per Lic
132-32	Cornerstone	Perform-Compet-Lib	Performance Platform Add-On Competencies/ Dev Plans Price per user/ year	\$9.07
132-32	Cornerstone	Perform-Compen	Performance Platform Add-Ons Compensation Price per Compensation user/ year	\$18.14
132-32	Cornerstone	Success-Base-1	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 1 - 1,499	\$22,670.03
132-32	Cornerstone	Success-Base-1500	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 1,500 - 4,999	\$45,340.05
132-32	Cornerstone	Success-Base-5000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 5,000 - 7,499	\$68,010.08
132-32	Cornerstone	Success-Base-7500	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 7,500 - 9,999	\$90,680.10

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SIN	MFG	Product Number	Product Description	GSA Price
132-32	Cornerstone	Success-Base-10000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 10,000 - 24,999	\$113,350.13
132-32	Cornerstone	Success-Base-25000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 25,000 - 49,999	\$136,020.15
132-32	Cornerstone	Success-Base-50000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 50,000 - 74,999	\$158,690.18
132-32	Cornerstone	Success-Base-75000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 75,000 - 149,999	\$226,700.25
132-32	Cornerstone	Success-Base-150000	Succession Platform Included in base platform: Career Profiles, SMP, People Finder, Candidate Search / Team Builder, Org Charting, Talent Pools Per Company Size 150,000+	\$272,040.30
132-32	Cornerstone	Analytics-Add	Analytics Pack: Custom reports + dashboards (Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On) (min \$5,000)	20% of annual GSA software fees
132-32	Cornerstone	Prem-Sup	Premium support (Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On)	20% of annual GSA software fees
132-32	Cornerstone	Survey-Add	Surveys (Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On) Price per user/ year	\$0.91
132-32	Cornerstone	Self-Reg-Add	Self-registration (Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On) Annual Fee	\$5,416.67 or less
132-32	Cornerstone	UpTools-Add-1	Upload tools (all) (Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On) Annual Fee (up to 7,500)	\$4,534.01
132-32	Cornerstone	UpTools-Add-7500	Platform Included with any platform: Administration, MyTeam, Standard reports, E-mail notifications, User Profiles Add-On Upload tools (all) Annual Fee (over 7,500)	\$10,881.61
132-32	Cornerstone	Lang-Pack	Language Packs One-time Fee. This fee is required with the purchase of any new language pack. All language packs are also subject to annual existing language fees.	\$22,670.03
132-32	Cornerstone	Lang-Pack-E1	Language Packs Existing Language (% of annual software fee) 1 language	5% of annual GSA software fees
132-32	Cornerstone	Lang-Pack-E2	Language Packs Existing Language (% of annual software fee) 2 languages	9% of annual GSA software fees
132-32	Cornerstone	Lang-Pack-E3	Language Packs Existing Language (% of annual software fee) 3 languages	12% of annual GSA software fees



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SIN	MFG	Product Number	Product Description	GSA Price
132-32	Comerstone	Lang-Pack-E4	Language Packs Existing Language (% of annual software fee) 4 languages	14% of annual GSA software fees
132-32	Comerstone	Lang-Pack-Eunl	Language Packs Existing Language (% of annual software fee) Unlimited	15% of annual GSA software fees
132-32	Comerstone	Onboard-1	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 1 - 1,499	\$22,670.03
132-32	Comerstone	Onboard-1500	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 1,500 - 4,999	\$36,272.04
132-32	Comerstone	Onboard-5000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 5,000 - 7,499	\$54,408.06
132-32	Comerstone	Onboard-7500	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 7,500 - 9,999	\$68,010.08
132-32	Comerstone	Onboard-10000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 10,000 - 24,999	\$90,680.10
132-32	Comerstone	Onboard-25000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 25,000 - 49,999	\$136,020.15
132-32	Comerstone	Onboard-50000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 50,000 - 74,999	\$158,690.18
132-32	Comerstone	Onboard-75000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 75,000 - 149,999	\$181,360.20
132-32	Comerstone	Onboard-150000	Solution: Onboarding Included in onboarding platform: Onboarding, Engine, Forms, Curriculum Player Annual Cost Company Size 150,000+	\$226,700.25
132-32	Comerstone	Ext-Base	Solution: Extended Enterprise (Learning) [not for Connect] Included in extended enterprise platform: * Portal + Self-registration + Portal Builder + Guest User Access + E-commerce, Ext.Ent. E-Learning Engine, Compliance: Certifications + Forms, Curriculum Player, ILT, LCMS (1 seat) Per Active User/ Year flat annual fee	\$27,204.03
132-32	Comerstone	Ext-Cont	Solution: Extended Enterprise (Learning) [not for Connect] Add-Ons Content delivery: Price per Month/Per 10,000 Users	\$906.80
132-32	Comerstone	Ext-Ent-Reg-1000	Blocks of Extended Enterprise Registrations 1000 Price per registration	\$9.07
132-32	Comerstone	Ext-Ent-Reg-5000	Blocks of Extended Enterprise Registrations 5000 Price per registration	\$4.53
132-32	Comerstone	Ext-Ent-Reg-10000	Blocks of Extended Enterprise Registrations 10000 Price per registration	\$3.63
132-32	Comerstone	Ext-Ent-Reg-50000	Blocks of Extended Enterprise Registrations 50000 Price per registration	\$2.72
132-32	Comerstone	Ext-Ent-Reg-100000	Blocks of Extended Enterprise Registrations 100000 Price per registration	\$2.27
132-32	Comerstone	Ext-Ent-Reg-250000	Blocks of Extended Enterprise Registrations 250000 Price per registration	\$1.81

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SIN	MFG	Product Number	Product Description	GSA Price
132-32	Cornerstone	Ext-Ent-Reg-500000	Blocks of Extended Enterprise Registrations 500000 Price per registration	\$1.36
132-32	Cornerstone	Ext-Ent-Reg-1000000	Blocks of Extended Enterprise Registrations 1000000 Price per registration	\$0.91
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 1000 Registration Block (good for 12 months)	\$9,068.01
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 5000 Registration Block (good for 12 months)	\$22,670.03
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 10000 Registration Block (good for 12 months)	\$36,272.04
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 50000 Registration Block (good for 12 months)	\$136,020.15
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 100000 Registration Block (good for 12 months)	\$226,700.25
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 250000 Registration Block (good for 12 months)	\$453,400.50
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 500000 Registration Block (good for 12 months)	\$680,100.76
132-32	Cornerstone	Ext-Ent-Reg-1000-B	Blocks of Extended Enterprise Registrations 1000000 Registration Block (good for 12 months)	\$906,801.01
132-34	Cornerstone	Imp-QS-LMS	Discovery and Planning Phase includes introductory mtg, 5 hours of implementation consulting, client activation process and welcome kit. Design Phase includes system configuration, pre-configured and QuickStart workbook. Execution phase includes client executed portal population, testing and validation. Pilot Phase includes client executed portal assessment. Deployment Phase includes client executed system go live. Estimated timeline is 10 business days and includes project management and configuration, online administrator training and portal activation.	\$9,571.79
132-34	Cornerstone	Imp-QS-EPM	Discovery and Planning Phase includes introductory mtg, 5 hours of implementation consulting, client activation process and welcome kit. Design Phase includes system configuration, pre-configured and QuickStart workbook. Execution phase includes client executed portal population, testing and validation. Pilot Phase includes client executed portal assessment. Deployment Phase includes client executed system go live. Estimated timeline is 10 business days and includes project management and configuration, online administrator training and portal activation.	\$9,571.79
132-34	Cornerstone	Imp-QS-TMS	Discovery and Planning Phase includes introductory mtg, 5 hours of implementation consulting, client activation process and welcome kit. Design Phase includes system configuration, pre-configured and QuickStart workbook. Execution phase includes client executed portal population, testing and validation. Pilot Phase includes client executed portal assessment. Deployment Phase includes client executed system go live. Estimated timeline is 10 business days and includes project management and configuration, online administrator training and portal activation.	\$27,279.60



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SIN	MFG	Product Number	Product Description	GSA Price
132-34	Cornerstone	Imp-Pro-LMS	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and remote kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered remotely. Execution phase includes remotely executed portal population, testing and validation. Pilot Phase includes remotely executed portal assessment. Training Phase includes virtual administrator training course. Deployment Phase includes remotely executed system review and system go live. Estimated timeline is 30-45 business days and includes project management and configuration, 4-day LMS training course and portal activation.	\$26,801.01
132-34	Cornerstone	Imp-Pro-EPM	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and remote kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered remotely. Execution phase includes remotely executed portal population, testing and validation. Pilot Phase includes remotely executed portal assessment. Training Phase includes virtual administrator training course. Deployment Phase includes remotely executed system review and system go live. Estimated timeline is 30-45 business days and includes project management and configuration, 4-day EPM training course and portal activation.	\$28,236.78
132-34	Cornerstone	Imp-Pro-TMS	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and remote kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered remotely. Execution phase includes remotely executed portal population, testing and validation. Pilot Phase includes remotely executed portal assessment. Training Phase includes virtual administrator training course. Deployment Phase includes remotely executed system review and system go live. Estimated timeline is 30-45 business days and includes project management and configuration, 8-day TMS training course and portal activation.	\$52,644.84
132-34	Cornerstone	Imp-Ent-LMS	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and onsite kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered onsite. Execution Phase includes remote portal configuration and onsite testing and validation. Pilot Phase includes onsite portal assessment. Training Phase includes onsite administrator training course. Deployment Phase includes onsite system review and system go live. Estimated timeline is 40-60 business days and includes project management, 4-day LMS training course and portal activation. Travel expenses not included.	\$47,858.94

## Attachment A

SIN	MFG	Product Number	Product Description	GSA Price
132-34	Cornerstone	Imp-Ent-EPM	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and onsite kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered onsite. Execution Phase includes remote portal configuration and onsite testing and validation. Pilot Phase includes onsite portal assessment. Training Phase includes onsite administrator training course. Deployment Phase includes onsite system review and system go live. Estimated timeline is 40-60 business days and includes project management, 4-day EPM training course and portal activation. Travel expenses not included.	\$49,294.71
132-34	Cornerstone	Imp-Ent-TMS	Discovery and Planning Phase includes sales hand-off process, client welcome process, client activation process and onsite kick off meeting. Design Phase includes customized system configuration and configuration workshop, delivered onsite. Execution Phase includes remote portal configuration and onsite testing and validation. Pilot Phase includes onsite portal assessment. Training Phase includes onsite administrator training course. Deployment Phase includes onsite system review and system go live. Estimated timeline is 40-60 business days and includes project management, 8-day TMS training course and portal activation. Travel expenses not included.	\$85,188.92
132-32	Cornerstone	InboundDF	1 Feed, 1 System, per CSOD Specification. Examples: End User/Organizational Unit, CRM, etc. Annual Fee	\$13,602.02
132-32	Cornerstone	OutboundDF	1 Feed, 1 System, per CSOD Specification. Examples: Compensation System, Transcript, Performance, CRM, etc. Annual Fee	\$13,602.02
132-50	Cornerstone	SSOInt	Per CSOD Specification	\$9,571.79
132-50	Cornerstone	WebcastInt	Per CSOD Specification. Examples: WebEx, LiveMeeting, Interwise	\$19,143.58
132-50	Cornerstone	Training-Onsite	LMS Course	\$6,221.66
132-50	Cornerstone	Training-Onsite	EPM Course	\$6,221.66
132-50	Cornerstone	Training-Virtual	LMS Course	\$4,307.30
132-50	Cornerstone	Training-Virtual	EPM Course	\$4,307.30
132-50	Cornerstone	LiveCoach	One on one webcast coaching - per 5 hours	\$957.18
132-34	Cornerstone	AddCons	10 pack bundle for QuickStart Implementation Packages	\$1,722.92

## Attachment A

## Attachment K – Key Personnel

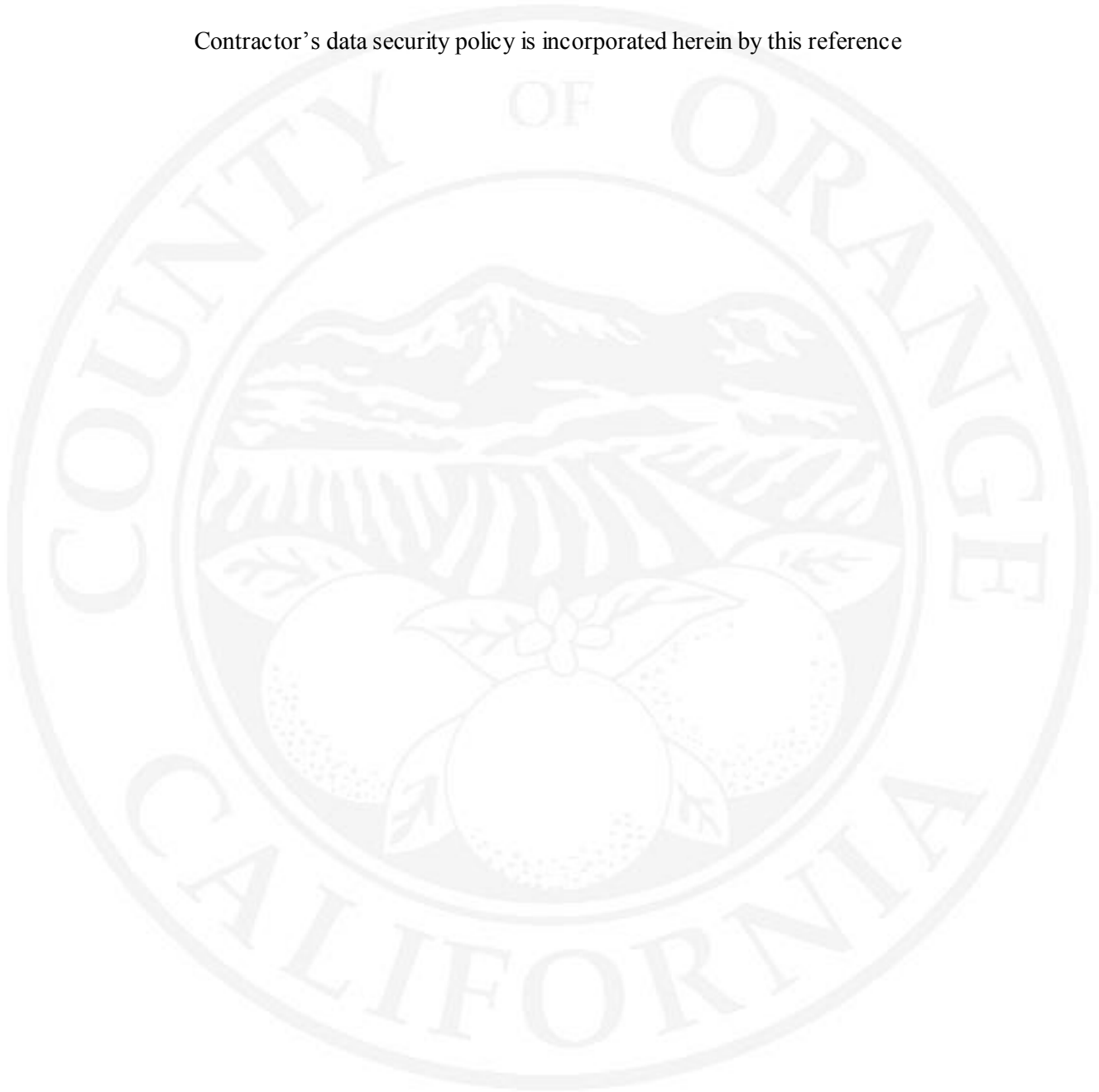
<b>Name</b>	<b>Title</b>	<b>Role</b>
Hilary Harris	Account Manager	Public Sector Account Manager
Mark A. Stephens	Engagement Manager	Public Sector Implementation Consultant
Karen L. Burns	Sr. Manager	Public Sector Engagement Project Management and Implementation
Jeffrey Meyers	Sr. Manager	Manage Public Sector Service Delivery

Attachment A

**Attachment L – Contractor’s Data Security Policy**

**(See separate attachment entitled “Cornerstone IT Security Policy”)**

Contractor’s data security policy is incorporated herein by this reference



Attachment A

**Exhibit I – Skillsoft Business and Desktop Skill Bundle 2017**

Incorporated herein by this reference.

