

Contract MA-060-20010043
with
TriTech Software Systems
for
Inform CAD and Inform Mobile System

This Contract MA-060-20010043 for Inform CAD and Inform Mobile System (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), and TriTech Software Systems, with a place of business at 1000 Business Center Dr., Lake Mary, FL 32746-5585 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Compensation and Pricing Provision
Attachment C – Priorities and Support Response Matrix

RECITALS

WHEREAS, Contractor and County are entering into this Contract for InformCAD and InformMobile System under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide InformCAD and InformMobile to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Pricing Provision, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for InformCAD and InformMobile System with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

For purposes of this Contract, unless otherwise specified in the Scope of Work in Attachment A, the following terms shall be given the meaning shown, unless context requires otherwise:

- "Acceptance Criteria" means the conditions that Software, Hardware or Applications must satisfy to be accepted by the County, or in the case of system-level functionality, the consuming System.
- "Application" means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Applications are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- "Contractor" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.
- "Data" mean any information, algorithms, or other content that the County, the County's employees, agents and end users, review, receive, upload, create or modify using the Software

and/or Hardware pursuant to this Contract, including but not limited to fingerprints and other biometric data, whether originating, stored, or transmitted to or from local, state or federal sources, including databases, Software, or systems. Data also includes user identification information and metadata which may contain Data or from which the County's Data may be ascertainable. Non-Public Data shall include information considered to be privileged or confidential in nature and not subject to public availability. Personal Data shall include personal information, as defined by Civil Code Section 1798.3.

- "Data Breach" - means any access, destruction, loss, theft, use, modification or disclosure of Data by an authorized or unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- "Deliverables" means an item of equipment, software, services and other items acquired under the Contract.
- "Demonstration of Licensed Functionality (DOLF)" means the verification of configuration procedures for a Subsystem, conducted as described in this Scope of Work.
- "Documentation" or "Documents" means manuals and other materials necessary or useful to the County in its use or maintenance of the Equipment, Hardware or Software provided hereunder. Manuals and other materials customized for the County hereunder constitute Work Product, excluding Contractor's proprietary manuals and materials.
- "Encryption" - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm.
- "Equipment" "is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
- "GIS" means a Geographic Information System, which is a framework for gathering, managing, and analyzing data.
- "Go Live" means the event that occurs when County first uses a Subsystem for Live Operations. A separate Go Live may take place with respect to each Subsystem, each Interface, and each Modification.
- "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment and Machine.
- "Human Error" means any action or inaction on the part of a Contractor's employee, agent or contractor that prevents the accomplishment of the Software, Hardware, or System's intended functions and the services specified in the Scope of Work.
- "Live Operations" means use of a Subsystem in a live operational environment, whether or not any Interfaces or applicable Modifications are included in such use.
- "Machine" or "Device" means an individual unit of a Data Processing System or Subsystem, which may be separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcodes, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc., employed in making such change.
- "Maintenance Services" or "Maintenance" or "Support" means support, repair, and/or modification of Software or Hardware after delivery to correct faults or errors, delete obsolete capabilities, and/or enhance or improve capabilities, performance or other attributes, as specified in the Scope of Work.
- "Project Schedule" means the schedule providing dates and timeframes for completion of tasks and Deliverables during the course of this Project. The Project Schedule is subject to change upon the mutual agreement of Contractor and County as further described in Attachment A, Scope of Work.
- "Project Implementation Plan" means collectively the Communications Management Plan, Risk Management Plan, and Change Management Plan, which provide the criteria for managing those tasks within the Project.

- “Protected Health Information (PHI)” includes all individually identifiable health information, including demographic data, medical histories, test results, insurance information, and other information used to identify a patient or provide healthcare services or healthcare coverage, as is more fully defined in the Code of Federal Regulations.
- “Operational Scenario Documents (OSD)” provides an operational description of a capability or feature within the applicable Contractor solution in sufficient detail that both County and Contractor team mutually agree to the expected deliverable. The OSD provides the “what”, “how,” and the information flow (including data flow and data elements, when appropriate) of the capability or feature. The OSD does not provide the technical or internal design of how Contractor’s Development team will accomplish the requested feature. An OSD will be provided for each contracted product customization to be developed. Once approved by County, the OSD becomes the basis for Contractor’s development. Once approved, any further changes requested by County to the OSD and/or design may incur additional costs to County.
- “Security Incident” means the unauthorized access by third parties not under Contractor’s control to Personal Data or Non-Public Data. A Security Incident may or may not turn into a Data Breach.
- "Software" is an all-inclusive term that refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Applications, and Program Products. “Subsystem” means each of the applications described in the Scope of Work, including its Equipment, other hardware and software.
- "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- “Technical Failure” means a malfunction in the Contractor-supplied Hardware or Software that prevents the accomplishment of the services specified in the Scope of Work. A malfunction of the hardware prevents the accomplishment of the hardware’s intended functions and services specified in the Scope of Work. A malfunction of the software prevents the accomplishment of intended services even though the hardware may be functioning properly. Technical failures include, but are not limited to, an improper or incomplete conversion or upgrade of the hardware or software.

ARTICLES

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. 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 adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall 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: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment: The Inform CAD and Inform Mobile systems to be provided under this Contract shall be delivered and tested in accordance with Attachment A, Scope of Work. Upon first live operational use (Go Live) for the end users, the system will be used for thirty (30) days to verify operational functionality in a live production environment (the "Acceptance Test Period"). Upon completion of such thirty (30) day Acceptance Test Period without the occurrence of a Critical or Urgent Priority Software Error (as those terms are defined in the Scope of Work), the system will be deemed to have achieved Final Acceptance. In the event of a Critical Priority Software Error, the Acceptance Test Period will be stopped, and restarted from day one (1) once the error has been resolved in accordance with the Scope of Work. In the event of an Urgent Priority Software Error occurring between day one (1) and day fifteen (15) of the Acceptance Test Period, the test will be stopped and restarted from day one (1) once the error has been resolved in accordance with the Scope of Work. In the event of an Urgent Priority Software Error occurring between day sixteen (16) and day thirty (30) of the Acceptance Test Period, the test will be suspended and resumed from the day of suspension once the error has been resolved in accordance with the Scope of Work (e.g., if an Urgent Priority Software Error occurs on day 16, the test will resume from day 16). Provided, however, that in no event shall such resumption of testing be less than five (5) business days from the day the resolution has been provided. Contractor shall be paid a percentage of the total Software License, Project and Service fees for the first Contract term in accordance with Attachment B, Compensation and Pricing Provisions. Annual Maintenance fees for years two through five are due annually in advance in accordance with Attachment B, Compensation and Pricing Provisions. In the event the Contract is terminated due to Contractor's uncured breach, County shall immediately receive a pro rata refund equal to one-twelfth (1/12) of all prepaid support and maintenance (as listed in this Contract) for each month or portion thereof remaining for the applicable Contract year or renewal term as listed in this Contract.
- G. Warranty: Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) the services will be provided in accordance with applicable, commercially acceptable standards for such services. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Paragraph Z ("Indemnification") below, and as more fully described in Paragraph Z, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this

Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that to the best of its actual and current knowledge, or information that the Contractor should reasonably know Contractor's software provided hereunder does not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor will, at its expense, indemnify, defend, and hold harmless County and County Indemnitees against any claim, action or proceeding by a third party ("Action") in which the County is named as a Defendant or Cross-Defendant for infringement by the Contractor's software of copyright, patent or trade secrets. County agrees to immediately notify Contractor in writing of such Action and will cooperate with Contractor and its legal counsel in the defense thereof. In the event that the County is named as a Defendant or Cross-Defendant, Contractor shall notify County of the identity of its counsel, who will also be representing the County pursuant to the Indemnification provision below, and request approval in writing by County, which approval shall not be unreasonably withheld. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the County the right to continue using the Contractor's software, or (iv) modify or replace the Contractor's software so that it no longer infringes (so long as the functionality and performance described in Contractor's specifications substantially remains the same following such modification or replacement). Any settlement must be approved by the County Board of Supervisors if the settlement (a) has a finding that the County is liable or at fault in any way for the alleged infringement and/or (b) includes any financial obligation or a monetary award that the County would be liable to pay.

If Contractor concludes in its sole judgment that none of the foregoing options are commercially reasonable, and the County's use of the Contractor software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Contractor will return to the County the Contractor software license fee(s) paid by the County under this Contract less a prorated portion of said fee(s) for the County's use of the Contractor software (calculated by multiplying the ratio of the number of months of actual use in live operations to sixty (60) months times the license fees paid) and the licenses granted in this Contract shall terminate.

Notwithstanding the above, Contractor shall have no duty under this paragraph "H" with respect to any claim, action or proceeding arising from or related to infringements (i) resulting from use of the Contractor's software in combination with hardware or software not provided by Contractor; (ii) arising out of modifications to the Contractor Software and/or Documentation not made by or under the direction of Contractor; or (iii) resulting from use of the Contractor software to practice any method or process which does not occur wholly within the Contractor software. This paragraph "H" states the entire obligation of Contractor regarding infringement of intellectual property rights, and it will survive the termination of this Contract.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law:

1. In the event that a Party fails to comply with any material term or condition of this Contract, the other Party has the right to terminate this Contract following thirty (30) days prior written notice to the Party alleged to be in breach, provided that such breach has not been cured within said thirty (30) day period. In the case of a failure to pay monies due to Contractor in accordance with Attachment B, Compensation and Pricing Provisions, Contractor may terminate this Contract following thirty (30) days written notice to County unless such failure is cured within said thirty (30) day period; or,
 2. County may terminate this Contract for convenience following thirty (30) days prior written notice to Contractor. County has the right to immediately terminate this Contract without penalty for cause, unless otherwise specified. Cause shall be defined as any breach of Contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be 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.
- M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work in accordance with Attachment A, the Scope of Work. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions: Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the 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 the 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 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.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor

is self-insured, 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 the 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 the County at its sole cost and expense with counsel approved by Board of Supervisors against same, which approval shall not be unreasonably withheld; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer 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 the Contractor shall provide the minimum limits and coverage as set forth below:

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

Network Security & Privacy Liability \$1,000,000 per claims-made

Technology Errors & Omissions \$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.

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 Insured's, 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 the 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 Insured's for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) 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, except for the Network Security & Privacy Liability and Technology Errors & Omissions Liability, 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 the County may suspend or terminate this Contract.

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

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

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

- P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that

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

- R. Force Majeure: Contractor shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality: Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. Contractor shall not disclose any of County's confidential information without County's express prior written consent for any such disclosure and shall not use any County confidential information, except as expressly set forth in this Contract.

County agrees to maintain the confidentiality of Contractor's confidential information, Contractor's software and its associated documentation. If any Contractor confidential information is subject to production pursuant to any Federal or State statute(s) providing for public access or disclosure of public records, documents or other material, the County shall: (i) provide to Contractor written notice of any request or other action by a third party under said statute(s) for release, access, or other disclosure thereof; (ii) provide to Contractor a reasonable opportunity to respond to and/or oppose such action in the appropriate forum; and, (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the Contractor confidential information. In the event County is sued as a result of withholding records or information based upon Contractor's assertion of confidentiality, trade secret, etc., Contractor agrees to indemnify the County, in accordance with paragraph "Z" below.

The term "Confidential Information", except for PHI, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party and is not protected from disclosure by federal or state laws even if publicly available; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order or (vi) subject to the California Public Records Act.

Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to use the Inform CAD/Inform Mobile System or perform the Installation, Subscription and Maintenance Services, as set forth in Attachment A, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior

written consent of the other Party.

Notwithstanding the foregoing, County understands and agrees that Contractor may, with prior express written consent of County, transfer County's Confidential Information to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that Contractor, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein. County acknowledges that Contractor shall have no responsibility or liability for unauthorized access to or dissemination of County Confidential Information by Authorized Users or other third parties under direct contract with County, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Intentionally left blank.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this 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 effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens 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. The Contractor shall obtain, from all employees performing

work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract from a willful or negligent act, error or omission of Contractor, its employees, agents, or contractors. 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 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Notwithstanding the foregoing, excluding third party claims for patent, copyright or trade secret infringement, the total liability of Contractor for any claim or damage arising from or otherwise related to this Contract, whether in contract, tort, by way of indemnification or under statute, shall be limited to direct damages which shall not exceed: (i) one (1) times the Project Total set forth in Compensation and Pricing Provisions not including years 1-5 of annual maintenance and support and subscription fees; or (ii) for claims arising under annual software support, the subscription software support fees paid during the twelve (12) month subscription support term in which the claim arises; or (iii) in the case of bodily injury, personal injury or property damage for which defense and indemnity coverage is provided by Contractor's insurance carrier, the coverage limits of such insurance.

IN NO EVENT SHALL EITHER PARTY OR ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT TORT, OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR OTHERWISE RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER A PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

CONTRACTOR DOES NOT WARRANT THAT THE CONTRACTOR SOFTWARE ON CONTRACTOR'S SERVERS WILL OPERATE UNINTERRUPTED OR ERROR-FREE. THE SERVICES, INCLUDING THE CONTRACTOR SOFTWARE ON CONTRACTOR'S SERVERS AND ANY CONTRACTOR DOCUMENTATION, SET FORTH IN ATTACHMENT A ARE MADE AVAILABLE FOR COUNTY'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTRACTOR DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY COUNTY OR ANY THIRD PARTY, OR DATA AS PROCESSED ON COUNTY'S OR CONTRACTOR'S COMPUTER NETWORK, WHICH IS NOT IN CONTRACTOR'S CONTROL. COUNTY BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING COUNTY'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE

BEHAVIOR OF THE DATA ON EITHER COUNTY'S OR CONTRACTOR'S COMPUTER NETWORK, WHICH IS NOT IN CONTRACTOR'S CONTROL.

CONTRACTOR REPRESENTS AND WARRANTS TO COUNTY THAT THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS CONTRACT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS CONTRACT. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD COUNTY AND COUNTY INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY COUNTY ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF CONTRACTOR.

- AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's project manager.

- BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: Intentionally Left Blank

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. Term of Contract: This Contract shall commence upon execution of all necessary signatures and continue for two (2) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. Renewal: This Contract may be renewed by mutual written agreement of both Parties for three (3)

additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work: No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent, which may require formal Amendment to this Contract.
5. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph K (“Termination”) herein;
 - b) Afford the Contractor written notice of the breach and thirty (30) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. Civil Rights: Contractor attests that 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 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.
7. Conflict of Interest – Contractor’s Personnel: The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
8. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. Contractor’s Project Manager and Key Personnel: Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. 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 the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. Contractor Personnel – Uniform/Badges/Identification: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

13. Contractor's Records: The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
14. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. Cooperative Agreement: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County,

at the County's request.

16. County of Orange Child Support Enforcement: Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”
17. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. Drug-Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

20. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
21. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
22. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

23. News/Information Release: The Contractor agrees that it will 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 written approval of said news releases from the County through the County's Project Manager.
24. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: TriTech Software Systems
1000 Business Center Dr.
Lake Mary, FL 32746-5585
Attn: Janette Onizuka
Ph: 858-283-9271
Email: janette.onizuka@centralsquare.com

County: Sheriff-Coroner Department/Information Systems
320 N. Flower St., 3rd Floor
Santa Ana, CA 92703
Attn: Joseph Giese & Bonnie Blackburn
Ph: 714-834-3913; 714-834-3184
Email: jegiese@ocsd.org; bblackburn@ocsd.org

Assigned DPA: County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703

Attn: Ranique Cortez
Ph: 714-834-4312
Email: rcortez@ocsd.org

25. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
26. Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor will: (i) immediately cease providing County any services and any other applicable component of the services it is providing under this Contract, (ii) deactivate all issued passwords, and (iii) submit to County a termination claim, if applicable. The termination claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination or other expiration of this Contract, County and Contractor shall promptly return to the other party or remove and permanently destroy all copies of the Contractor Data and County Data, respectively, (including notes and other derivative material) that was received or obtained while performing services under the Contract and is in the party's, including subcontractors', possession or control. Within thirty (30) days of termination or other expiration of this Contract, Contractor shall issue a written statement to County confirming the destruction of County Data. Contractor will not return County Data provided by County to Contractor for which County still retains the source data. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
27. Usage: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. Usage Reports: The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
29. Sub-Contracting: No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

30. Substitutions: The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
31. Security Requirements:
 - A. Contractor shall, with respect to all employees of Contractor performing services hereunder:

1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal controlled substances as defined by federal law.
- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within

in 10 county working days of the employer becoming aware of the updated information.

5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.
5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to

immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding wants or warrants may be detained by the Sheriff.

3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.

G. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

32. County Data – Ownership and Use:

- a. The County will and does own all right, title and interest in Data that is related to the services provided by this Contract, including but not limited to, all materials, Documents, Data, reports, information, or other materials obtained from County, State or Federal data files or any County medium or furnished by or on behalf of County to Contractor in the performance of this Contract and created, generated or modified by County through the provision of services or the use of the InformCAD and InformMobile systems, ("County Data"). County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. County Data shall be owned solely and exclusively by County and will at all times remain the property of County. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in all County Data.
- b. County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of Contractor's duties under this Contract or as specifically directed by County in writing. Contractor shall not access County user accounts or County Data, except: (1) in the course of the provision of services/operations of the InformCAD and InformMobile systems, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) as required by law. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party unless the County gives prior express written consent and Contractor binds such third party to confidentiality and non-disclosure terms that are at least as protective of Contractor's and County's interests as the terms stated herein.
- c. Unauthorized use of County Data by Contractor, its officers, directors, employees, or agents, or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" includes, but is not limited to: (1) using for any purpose other than as required under this Contract in connection with providing the services hereunder; (2) disclosing, selling, assigning, leasing, or otherwise providing to third parties; (3) modifying or merging it with other data; (4) data mining or processing of Data for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized; or (5) doing (or refraining from doing) any other thing that may in any

- manner adversely affect the integrity, security, or confidentiality of such County Data, other than as specified herein or as directed by County in writing.
- d. All County Data, including copies, must be promptly returned or delivered to County upon County's written request or upon expiration or termination of this Contract, pursuant to Paragraph 25 of Additional Terms and Conditions ("Termination—Orderly"). Contractor shall provide a notarized written statement to County certifying that all County Data have been returned or delivered to County, and that no County Data has been retained by Contractor, unless permitted by law.
33. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County Data at any time. Contractor shall safeguard the confidentiality, integrity, security, and availability of County Data. To this end, Contractor shall comply with the following conditions:
- a. In addition to any other rights and obligations set forth in the Contract in Paragraph S ("Confidentiality") and Paragraph T ("Compliance with Laws") of the General Terms and Conditions, and in the Scope of Work, the Contractor shall comply as required with:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
 - ii. NIST Special Publication 800-53 Revision 4 or its successor.
 - iii. Privacy provisions of the Federal Privacy Act of 1974.
 - b. Both Parties must keep and maintain 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 or as expressly directed by County in writing.
 - c. Excluding uses related to Contractor's performance herein, at no time shall any Personal Data and Non-Public Data or processes which either belong to or are intended for the use of County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction without the express written consent of the County except as permitted in Paragraph 33 ("County Data – Ownership and Use")
34. **Encryption:** Unless otherwise set forth in the Statement of Work, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. Attachment A, Scope of Work, will specify which party is responsible for encryption and access control of the Data under Contract. If the Scope of Work and/or the Contract are silent, then Contractor is responsible for encryption and access control. Personal or Non-Public Data shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
35. **Encryption/ID Authorization Codes:**
- a. When Encryption/CPU Identification (ID) authorization codes are required to operate the Software, the Contractor will provide all codes to the County with delivery of the Software.
 - b. In case of an inoperative Hardware, the Contractor will provide a temporary encryption/ID authorization code to the County for use on a temporarily authorized Hardware until the designated Hardware is returned to operation.
 - c. When changes in designated Hardware occur, the County will notify the Contractor via telephone and/or facsimile/e-mail to the County within twenty-four (24) hours, a temporary encryption ID authorization code for use on the newly designated Hardware until such time as permanent code is assigned.

36. Security Incident, Data Breach, Technical Failure, Human Error:
- a. Notwithstanding any other obligations Contractor may have under applicable law, Contractor agrees to notify the County within the earlier of either forty-eight (48) hours after discovery or reasonable belief of any Security Incident, Data Breach, Technical Failure, or Human Error (collectively "Incident(s)"), or two (2) hours after Contractor's validation of an actual or suspected Incident(s). Notification must be given in the most expedient time possible and without unreasonable delay. Verbal notification may be followed by a written report. Contractor's notification shall identify:
 - i. The nature of the Incident(s);
 - ii. Any Data accessed, used, lost, modified, or disclosed;
 - iii. Any other impact the Incident(s) may or will have on County or individuals;
 - iv. The person(s) who accessed, used, lost, modified, or disclosed and/or received Data (if known);
 - v. What Contractor has done or will do to quarantine and mitigate the Incident(s), provided, however, that if the resolution path is unknown at the time notice is provided, Contractor shall promptly advise County that the resolution path is unknown and Contractor shall immediately work to determine the resolution path;
 - vi. Expected resolution time, if known at the time of notice; and
 - vii. What corrective action Contractor has taken or will take to prevent future Incident(s).
 - b. Contractor will provide daily updates, or more frequently if required by the County, regarding findings and actions performed by Contractor until the Incident(s) has been effectively resolved to the County's satisfaction.
 - c. Contractor shall quarantine the Incident(s), ensure secure access to Data, and repair the system as needed.
 - d. If the Contractor causes or knowingly experiences a breach of the security of the Data containing personal information, as defined by Civil Code Section 1798.3, Contractor shall immediately report any breach of security of such system to the County's Project Manager and County Counsel following discovery or notification of the breach in the security of such Data. The County shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the County or any person or entity under the control of the County, Contractor shall bear any and all costs associated with the County's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
 - e. Contractor shall conduct an investigation of the Incident(s) and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the County, its agents and law enforcement.
 - f. After any significant Data loss or Data Breach, or as a result of any disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data or services, Contractor shall notify County by fastest means available and in writing, within the earlier of either twenty-four (24) hours after Contractor reasonably believes there has been such a Data loss, Data Breach, disaster, or catastrophic failure, or two (2) hours after Contractor's validation of an actual or suspected disaster or catastrophic failure. Contractor shall conduct an investigation of the disaster or catastrophic failure

and shall inform County of its preliminary assessment of the scale and quantity of County Data loss, Contractor's intended actions to recover County Data from backups and mitigate any deleterious effect of County Data and Services loss, and corrective action Contractor will take to prevent future loss. Contractor will, at its expense, have an independent, industry-recognized, County-approved third party perform an information security audit. The audit results shall be shared with the County within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the County with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract. Contractor shall cooperate fully with County, its agents and law enforcement related to this failure.

37. Incident Resources: In addition to the other obligations that Contractor may have under the Contract, including Contractor's responsibilities for certain costs in connection with Incidents as provided in Paragraph 39 of Additional Terms and Conditions ("Incident Costs"), Contractor shall, consistent with County's reasonable instructions, if any, which will be based on County's assessment of each Security Incident and that any harm that County reasonably anticipates may result therefrom:
- a. Assist in the identification of affected Persons and relevant jurisdictions;
 - b. Allocate resources and training to manage inquiries;
 - c. Provide affected Persons with such assistance (e.g., as to the availability and use of credit monitoring, etc.) as County deems reasonable under the circumstances;
 - d. Promptly assist County with the delivery of electronic, hard copy, and telephone notifications to affected individuals, as provided to Supplier by County; and,
 - e. Undertake a procedural review and audit to determine any appropriate corrective measures to avoid the recurrence of a similar situation, and promptly report to County all correction actions taken.
 - f. Supplier shall not make any announcement or publish or otherwise authorize any broadcast of any notice or information about an Incident without the prior written consent of and prior written Approval by the County of the content, media and timing of any such announcement, publication, or broadcast.
38. Incident Costs: If an Incident results from Contractor's acts or omissions and County determines notice of the Incident is required to be provided to affected persons, Contractor shall provide the notification assistance described in Paragraph 38 ("Incident Resources") of Additional Terms and Conditions at no cost to County, including actions necessary to provide notices as required by law. Contractor will bear all reasonable costs and expenses for mitigation actions incurred as a result of such Incident primarily caused directly or indirectly by Contractor, including the mitigation costs incurred in connection with opening and closing accounts, printing new checks, embossing new cards, providing notice, printing and mailing notices, answering inquiries by affected individuals, and obtaining credit monitoring services and identity theft insurance for no longer than a one (1) year period or such timeframe as may be required by applicable Law for those individuals who have been affected by such Incident. In the event there are damages and/or expenses, including attorney's fees, which Contractor is obligated to pay and pays under this section, and it is finally determined that liability for such damages and/or expenses, including attorney's fees, is attributable to acts or omissions by the County, County shall reimburse Contractor for such damages and/or expenses, including attorney's fees, paid by Contractor in proportion to the percentage of liability for such damages and/or expenses, including attorney's fees, finally determined to be attributed to the County.
39. Security Processes: The Contractor shall disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the Contractor. The County and the Contractor shall share

responsibilities, as set forth in Attachment A, Scope of Work.

40. Security Failures: County has the right to immediately terminate this Contract with cause pursuant to Paragraph K (“Termination”) of General Terms and Conditions, and to Contractor’s payment of any pre-paid fees prorated to the date of termination if County in its sole discretion determines there is a Security Failure. A Security Failure means Contractor or its subcontractors, or the employees or agents of the foregoing, does not meet the security requirements of this Contract, including any backup, disaster recovery, or other policies, practices, or procedures related to security of County Data and County Resources. The remedy provided in this paragraph is not exclusive and is in addition to any other rights and remedies provided by law or under this Contract.

41. Software License

41.1 In consideration for, and subject to, the payment of the license fee(s), and the other promises, covenants and conditions herein, County is granted the following licenses to the Software:

41.1.1 The TriTech Software: A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the TriTech Software and the Documentation for said Software for County’s own internal use for the applications described in the Statement of Work, at the Designated Location, in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System). County may make additional copies of the TriTech Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original, and are kept confidential in accordance with the confidentiality section herein. Additional TriTech Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this Section. County shall not Use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do said acts, except as provided in this Agreement or the applicable Software license agreement. Any such unauthorized Use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, County shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, County shall be entitled to Use Subsystem Software at the applicable Designated Location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Designated Location, provided that the Subsystem Software is installed and operated at only one physical location.

41.1.1.1 Each copy of the TriTech Software provided under this license that is identified as a Disaster Recovery license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.

- 41.1.1.2 Notwithstanding anything to the contrary in this Section, if County has purchased the Inform CAD API license, County may use such Software to develop original applications which interface with the TriTech Software. The development and use of such interfacing applications is specifically permitted under the licenses herein and shall not be deemed derivative works provided that they are not, in fact, derived from the TriTech Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, County shall not acquire any right, title or interest in the TriTech Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, TriTech shall not acquire any right, title or interest in such County developed non-derived applications, whether as owner, joint owner or otherwise.
- 41.1.2 TriTech Subscriptions: If applicable, the terms and conditions for use of the TriTech Subscription Service(s) are set forth in the TriTech Subscription Service Use & License Agreement.
- 41.1.3 Subcontractor Software: Licenses for any Subcontractor Software are set forth in Addendum D.
- 41.1.4 System Software: The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated herein. Third party products providing supplemental software code to the TriTech Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section.
- 41.2 Title to all TriTech Software or Documentation shall remain with TriTech. Title to any third party Software or Documentation shall remain with the applicable Vendor or original licensor.
- 41.3 The Software licenses granted in this Agreement or in connection with it are for Object Code only and do not include a license or any rights to Source Code whatsoever.
- 41.4 County may not export any Software or Documentation outside the United States without further prior written agreement of TriTech or the applicable Subcontractor. In the event of such agreed export, County is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227-7013 or FAR 48 CFR 52.227-14, as applicable.
- 41.5 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.
- 41.6 County may surrender any Software licenses provided in connection with this Agreement at any time by performing the actions described herein or in the applicable license agreement. Such surrender shall not affect TriTech's right to receive and retain the Contract Price or other fees, charges and expenses earned hereunder.
42. **Software Maintenance and Support**: Contractor must provide Maintenance and Support Services throughout the Contract Term and any renewal periods as specified in Paragraph 2 ("Term of Contract") and Paragraph 3 ("Renewal") of Additional Terms and Conditions, including software and/or hardware updates, upgrades and technical support services, as defined in Attachment A, Scope of Work. The "Support Period" begins at "Go Live" and continues on an annual basis for

- four (4) years (i.e., Years 2-5 after System Go Live). Contractor must provide Maintenance and Support at the price set forth in Attachment B, Payment/ Compensation (“Support Fees”). County may choose to cancel Maintenance and Support or choose to delete a subset of licenses from Maintenance and Support at the time of the Contract’s renewal. County may resume Maintenance and Support for lapsed periods by paying Contractor an amount no greater than the amount that would have been due if Maintenance and Support had been continued over the lapsed period. Upon payment of such amounts for lapsed periods, Contractor agrees to provide County with the right to any updates and upgrades released during the lapsed period.
43. Software License Fees and Charges: Upon completion of installation and acceptance of Software by County, County will pay the license fee or recurring charge for the Software in the manner set forth in Attachment B, Payment/Compensation. County may purchase additional licenses for the Software during the term of this Contract at the same price offered by Contractor under the terms of this Contract.
44. Future Releases: Unless otherwise specifically provided in this Contract or the Statement of Work, if improved, upgraded, or enhanced versions of any software product under this Contract are developed by the Contractor and are made available to other licensees, they will be made available to the County at the County’s option, provided such versions are operable on the same computer hardware configuration. These future releases shall be made available to County at no additional cost only if such releases are made available to other licensees at no additional cost. Otherwise, the charge for such upgrading to the later version of the Software will be the difference between the price established by the Contractor for the later version and the price specified herein or the then prevailing prices of the currently installed version.
45. Inspection, Acceptance and Rejection: Unless otherwise specified in Attachment A, Scope of Work:
- a. When acquiring Hardware or Software, the County may rely on Contractor’s existing quality assurance system as a substitute for County inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the County covering Deliverables and services under this Contract and will tender to the County only those Deliverables that have been inspected and found to confirm to this Contract’s requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the County during Contract performance and for three (3) years after final payment. The Contractor shall permit the County to review procedures, practices, processes and related documents to determine the acceptability of the Contractor’s quality assurance System or other similar business practices related to performance of the Contract.
 - b. All Deliverables may be subject to inspection and test by the County or its authorized representatives.
 - c. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d. Pursuant to subsection (a) herein and Paragraph F (“Acceptance Payment”) of General Terms and Conditions, all Deliverables may be subject to final inspection, test and acceptance by the County at destination, notwithstanding any payment or inspection at the source.
 - e. The County shall give written notice of rejection of Deliverables received or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will specify how the Deliverables do not substantially conform to their specifications.
46. Acceptance: Acceptance procedure is described in the Scope of Work and Paragraph F herein.

47. **Compatibility of Resources:** All Services, software, assets, hardware, equipment, and other resources and materials provided by Contractor to County, otherwise utilized by Contractor, or approved by Contractor for utilization by County, in connection with this Contract, (collectively, the "Contractor Resources") must be successfully and fully integrated and interfaced by Contractor and must be compatible with all applicable County software, systems, items, and other resources owned by or leased or licensed to County or that are provided to County by third party Contractors (collectively, the "County Resources"). To the extent any interfaces need to be developed or modified in order for the Contractor Resources to integrate fully and successfully and be compatible with the County Resources, Contractor is responsible for the development or modification of such interfaces and for such integration, and all such activities are deemed to be Services within the scope of this Contract.
48. **Documentation:**
- a. The Contractor agrees to provide to the County, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the County in its use of the Hardware or Software provided hereunder. At no additional charge to County, Contractor shall provide County with electronic copies of Documentation developed for County pursuant to this Contract (or otherwise required to be provided to County under this Contract and which Contractor is authorized to provide) in an editable format, as requested by County, to enable County to fully utilize, as permitted under this Contract, the Services, Equipment, and Software. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
 - b. If the Contractor is unable to perform maintenance or the County desires to perform its own maintenance on Equipment purchased under this Contract, then upon written notice by the County the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the County to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the County may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the County may have hired to maintain the Equipment to use the above noted Documentation. The County agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.
49. **Corrective Action:** In the event any Deliverables or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements in this Contract, it shall become the duty of the Contractor to immediately advise the County of the failure and correct the Deliverables or performance of services, without expense to the County. If corrective action (including but not limited to patches, bug fixes, updates) is taken by the Contractor in the provision of similar InformCAD and InformMobile Deliverables or services in other jurisdictions, such corrective action shall be provided to the County at no additional cost if such corrective action is needed for the Contractor to meet its obligations under this Contract.

-Signature Page to Follow-

Signature Page

The Parties hereto have executed this Contract MA-060-20010043 for InformCAD and InformMobile System on the dates shown opposite their respective signatures below

Contractor*: TriTech Software Systems

By: [Signature] Title: SVP OF FINANCE, TREASURER & SECRETARY
Print Name: DAVID RUDOW Date: 19 SEPT 2019

Contractor*: TriTech Software Systems

By: [Signature] Title: EVP and General Manager
Print Name: Steven M. Sams Date: 19 Sept 2019

**If the contracting party is a corporation, (2) two signatures are required: (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



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: [Signature]
Deputy

ATTACHMENT A

Scope of Work

Objective

This project will provide a combination of software and services that comprise the upgrade of the Vision CAD/ Vision Mobile Systems to Inform CAD/Inform Mobile System for use by the County's Public Safety Organization(s) ("Project"). The individual Subsystems to be provided comprise the overall System. The software licenses included in this Project are specified herein by the quantity and environment in which licensed, including all Server and User Licenses, Standard and Custom Interfaces, and other Contractor tools and utilities.

This Project incorporates the following:

- Inform CAD (Production, Test and Training)
- Inform Mobile (Production, Test and Training)
- Inform CAD Browser
- Inform CAD GISLink
- Inform CAD Archive and Reporting Server
- Inform CAD Routing Server
- Disaster Recovery system
- System Interfaces

The Contractor shall provide the upgrade of Vision CAD/Vision Mobile to Inform CAD/Inform Mobile and implementation services to the County as follows:

A. Deliverables and Services

Contractor shall provide the following:

1. Project Management

Detailed Project Implementation Plan and Project Schedule - To be developed jointly by Contractor and County personnel to fully define all project tasks including the actions required to complete each task, as well as the timeline associated with each task. The Project Schedule shall include a projected date by which each milestone will be achieved. Once officially accepted in writing by the County, the Project Plan and Project Schedule shall be deemed part of this Contract and control the timeline for Contractor to achieve the other milestones noted herein.

Updated project plan and schedules documenting major tasks, task duration, milestones, tasks completed and tasks in progress; bi-weekly calls to discuss status of project, key action items and deliverables; Monthly Service Level or status reports to include accomplishments, planned activities, issues and potential risks, key action items.

2. Business Analysis and Consultation Services 200 hours

- a. Observation and evaluation of County's current business operations and workflows
- b. Written recommendations and on-site assistance to help County optimally configure roles, users, workflows and templates within the Inform CAD and Inform Mobile applications

3. CAD Data Conversion Services

- a. Caution Notes, Premises and Historical Data Conversion
- b. This includes up to 5 years (20 quarters) of historical data from a single source.

4. Engineering Consultation Services – Contractor to provide 80 hours of Engineering Consultation Services, which will be delineated in the Project Implementation Plan.
5. Interface Systems Engineering Services – Contractor to provide 150 hours of Interface Systems Engineering Services, which will be delineated in the Project Implementation Plan.
6. Weekend Go Live Support
7. Onsite Go Live Services – Contractor shall provide the following:

Onsite Go Live Services	Qty
Onsite Go Live Support Services for Inform CAD and Inform Mobile (24-hour coverage for three (3) days, two (2) people per day)	1
Onsite Go Live Support Services for Inform CAD and Inform Mobile (24-hour coverage for two (2) days, divided into two (2) twelve (12)-hour shifts per day, one (1) person per shift)	2
Onsite Go Live Services, Additional Support Onsite (twelve (12)-hour shifts, one (1) person per shift)	18

8. Arcserve Installation and Configuration
9. Arcserve High Availability for Enterprise OS Servers – Government Licenses - Qty 2
10. InformCAD Application Software Licenses

Inform CAD Software License Fee(s)	Qty
Inform CAD Application Programming Interface (API) – Customer	1
Inform CAD Browser (B - 41-100 Concurrent Users)	1
Inform CAD Disaster Recovery System	1
Inform CAD Mapping	27
Inform CAD Mapping Test or Training	2
Inform CAD Position	27
Inform CAD RapidSOS Interface	1
Inform CAD Server Software (C - 21-40 Positions)	1
Inform CAD Standard Operating Procedure (SOP)	1
Inform CAD Test and Training System	2
Inform CAD the Archive Server Software	1
Inform CAD The GISLink Utility Position	1
National Crime Information Center NCIC/State Query Position for Inform CAD	27

Standard Alpha Numeric Paging Interface	1
Standard Automatic Number Identification/ Automatic Location Identifier ANI/ALI Interface	1
Standard Inform CAD to External System Incident Data Transfer Interface (Stancil Logging Recorder Interface)	1
Standard Inform CAD to Inform CAD Advanced Interface (single side)	1
Standard Inform CAD to Third-Party CAD Basic Interface (Telus)	1
TriTech Message Switch	1
TriTech Message Switch Additional Provider	1

11. Inform Mobile Application Software Licenses

Inform Mobile Software License Fee(s)	Qty
Inform Mobile Base Position with Criminal Justice Information Services (CJIS)/National Crime Information Center (NCIC) Forms	568
Inform Mobile Mapping	600
Inform Mobile Mapping Test and Training	2
Inform Mobile Server Software (E - 501-1000 Positions)	1
Inform Mobile Test AND Training System	2

12. Server Installation and Configuration

- Install and configure Microsoft Structured Query Language (SQL) to operate with each of the applicable Contractor product(s).
- Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments).
- Install and configure the applicable Contractor system(s), such as Inform CAD and Inform Mobile, on the designated servers.
- Provide verbal support to the County with self-installation procedures for the workstations using the Contractor provided Prerequisite Installation Digital Versatile Disc (DVD) and applicable Launch configurations.
- Create data dumps for Microsoft SQL database.
- Provide technical hand-off to County project staff.

13. Implementation of Inform CAD

Inform CAD Implementation Services	Qty
Base CAD Disaster Recovery Server Configuration (Includes CAD Server, Unit Swap, Synchronization Software Installation, and one (1) Failover Test)	1
Base CAD Production System Installation (Includes Database Server, Web Server, Comm Server, one (1) instance of Browser, up to five (5) CAD workstations, Unit Swap, NetClock and Archive and Reporting Server)	1

CAD Administration Training Course (Code File management) (three (3) one (1)-day classes at County site for up to ten (10) students)	1
CAD Interface Server Configuration (per interface server)	3
CAD Response Plan Workshop (one (1) three (3)-day class at County site for up to ten (10) students)	1
CAD Standard Functional Acceptance and Integration Testing - (C - 21-40 positions)	1
CAD Supervisor Training (one (1) five (5)-day class at County site for up to ten (10) students)	2
CAD System Administration Training Course (4-5 days at Contractor site per student)	4
CAD System Configuration & DOLF (C - per DOLF Session, 21-40 Positions)	1
CAD System Orientation/Analysis (C - 21-40 Positions)	1
CAD Test/Training Server Configuration (Includes CAD Server and Unit Swap)	2
CAD User Training Course (one (1) four (4)-day class for up to ten (10) students)	9
CAD Workshop (one (1) four (4)-day class at County site for up to ten (10) students)	2
Custom CAD Mapping Conversion Services (Client-supplied data)	1
Disaster Recovery Interface Configuration: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	1
Disaster Recovery Interface Configuration: Standard Alpha Numeric Paging Interface	1
Disaster Recovery Interface Configuration: Standard ANI/ALI Interface	1
GISLink Training Course (one (1) three (3)-day class at County site for up to ten (10) students)	1
Inform CAD API Training (one (1) four (4)-day class at Contractor site per student – Requires API License)	2
Inform CAD ASAP Interface Installation and Configuration	1
Inform CAD Business Analysis and Consultation Services (200)	1
Inform CAD Caller Location Query Installation and Configuration	1
Inform CAD RapidSOS Interface Installation and Configuration	1
Routing/GIS Server Disaster Recovery Configuration	1
Routing/GIS Server Implementation	1
Routing/GIS Server Test and Training Configuration	2
Standard Inform CAD to Inform CAD Advanced Interface Configuration Services (single side)	2
Test and/or Training Interface Configuration Services: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	2

14. Implementation of Inform Mobile

Inform Mobile Implementation Service	Qty
Base Inform Mobile Production Server Installation (per Server, includes installation of Mobile Server, two (2) interfaces and five (5) position installations)	1
Base Mobile Test/Training Server Installation (per Server, includes one (1) Mobile Server and one (1) Mobile Interface)	2
Custom Inform Mobile Mapping Conversion Services (Client supplied data)	1
Field Ops Installation and Training Services	1
Inform Mobile Administration Training Course (one (1) day class for up to three (3) students at County site)	1
Inform Mobile System Configuration and BA services (D - 501 - 1000 Licenses)	1
Mobile Interface Server Configuration (per Interface Server)	3
Mobile Train-The-Trainer (one (1) day class, up to eight (8) students)	5

15. Custom Solutions

Product Name	Qty
GENSPOUT Interface	1
Inform CAD modification for unit queue color coding	1
Inform Mobile modification to allow updates to closed incidents	1
Inform Mobile Site License Fee	1
NICE Phone Logging Recorder Interface	1
TriTech Message Switch Additional Transactions	16

16. Annual Product Subscriptions

Product Name	Qty
Field Ops - Companion Pricing	500
Inform CAD ASAP Interface Annual Subscription	1
Inform CAD Caller Location Query Subscription	1
TriTech Message Switch Subscription for ASAP	1

17. Functional Acceptance Testing of Inform CAD, Inform Mobile, and Interfaces

Functional Acceptance Testing (FAT) is conducted on each Subsystem prior to conducting End User Training on these applications and staging them for Go Live. The focus of these tests is to verify that each Subsystem meets the functions as described in Contractor's standard FAT documents, which have been created based on Contractor's standard product specifications.

The Functional Acceptance Tests are performed based upon standard Contractor FAT documents and have a standard content and format. These standard FAT documents will be submitted to County for review and acceptance/approval prior to testing.

During the scheduled FAT and according to the FAT documents, Contractor and County project personnel will work to identify any errors where the Subsystem does not conform materially to the FAT documents. Any such errors will be documented by Contractor on the FAT exceptions list. Errors listed on the FAT exception list will be classified as follows:

- a. Pre-Go Live Issues: Issues in the Subsystem that prevent County from performing normal daily and monthly operations and therefore must be corrected prior to Go Live.
- b. Post Go Live Issues: Issues identified in the FAT testing that do not prevent County from performing normal daily and monthly processes and therefore can be corrected after the Subsystem Go Live. These issues will not be used as part of the criteria for Acceptance.

In the event that County chooses not to follow the Acceptance Test processes defined in the Scope of Work, County's cutover to live production status (i.e., productive use) of any Contractor supplied Subsystem constitutes County's acceptance of the Subsystem.

18. Inform CAD, Inform Mobile and Inform CAD Interfaces Live Operational Use ("Go Live") – Includes onsite Go Live Support Services for CAD and Mobile.

19. System Acceptance - System Acceptance as defined in Paragraph 47 of Additional Terms and Conditions ("Acceptance").

20. Maintenance and Support

- a. Inform CAD, Inform Mobile, and Inform CAD System Interfaces Go Live Support Services
- b. On-going software maintenance, support and upgrades to be provided after Final Acceptance for the remainder of the Contract term
- c. County shall be provided Software Maintenance and Support for Inform CAD and Inform Mobile, and Inform CAD Interfaces on a 24x7 basis as further specified in this Contract.
- d. Software Error Correction Guidelines and Procedures as follows: SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

Software errors are reported, responded to and shall be resolved in accordance with the following procedures:

1. All Contractor Software errors reported by County personnel shall be resolved as set forth below. The response and resolution plan shall be based upon the Priorities and Support Response Matrix specified in Section 9 below by product. The County may elect to downgrade the urgency of the issue if the operational impact is not severe. The County may also request an upgraded response to a lower priority issue if the issue has a significant operational impact by requesting to speak to a supervisor/manager from Contractor's Customer Service Group.
2. If County determines a Software error exists, County shall immediately notify Contractor by telephone, followed by an error report in writing from the County, if required, with supporting documentation, setting forth the defects noted with specificity requested by Contractor.
 - a. Critical Priority and Urgent Software Errors shall be reported via telephone at 1-800-987-0911. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.

- b. High, Medium and Lower Priority Software errors may be reported via email to support@tritech.com or through Contractor's Support website via the Customer Service portal on Contractor's website.
3. Normal Customer Service Hours are 7:30 a.m. through 7:30 p.m. (Central Time), Monday through Friday, excluding Contractor holidays as follows:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day	Day after Thanksgiving Day
President's Day	Labor Day	Christmas Day
Good Friday	Veteran's Day	

4. The main support line shall be answered by Contractor's Customer Service Department, or Contractor's answering service, depending on the time and day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the Contractor operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, locate a Customer Service Representative.
5. Following Normal Customer Service Hours, the call shall be automatically routed to Contractor's answering service. Any calls routed to the answering service shall be escalated to an on-call Customer Service Representative for prompt follow-up and resolution in accordance with the matrix set forth in Section 9, if required.
6. During Normal Customer Service Hours, each shall be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours shall be logged and assigned a ticket number the next business day. Enhancement suggestions/requests (i.e. ideas for upgrades to software) should be emailed to support@tritech.com.
7. Contractor has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications (Bomgar is a remote support solution that allows Contractor support technicians to remotely connect while being authenticated and monitored by County staff to end-user systems through firewalls from their computers). Bomgar provides passwords, advanced authentication, encryption and logging that meet or exceed Federal Bureau of Investigation Criminal Justice Information Services Division FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. County shall have access to log information through the Contractor support ticket management system Portal on Contractor's website. Backup support connectivity is also required. County shall ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a server or interface equipment is located to allow County's team to assist in troubleshooting.
8. Reported Software errors shall be responded to and resolved in accordance with the Priorities and Support Response Matrix in Section 9. If requested or specified in the response time criteria below, a Contractor representative shall return the call in a manner consistent with the priority and order in which the call was received. County shall make every effort to respond to Contractor in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

- a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Support Response Matrix, County may request escalation of the issue to a) a Customer Services Supervisor, b) the Director of Customer Service or c) the Vice President of Customer Service
9. Priorities and Support Response Matrix: The Inform CAD, Inform Mobile, Inform Me, Inform Browser, Interfaces and GIS Link Response Matrix and Special Notes in Attachment C relates to software errors resulting from the Contractor Software. Causes related to non-covered causes, such as hardware, network and third party products, are not included in this priority matrix.

B. Milestones

Milestone 1	<u>Delivery of Detailed Implementation Plan</u>
<ul style="list-style-type: none"> • Project Launch: Kick-off meeting, initial Project Plan, initial Project Schedule to be presented by Contractor and accepted within one (1) month of effective date of Contract. • Detailed Project Implementation Plan and Schedule – To be developed jointly by Contractor and County personnel to fully define all project tasks including the actions required to complete each task, as well as the timeline associated with each task. The Project Schedule shall include a projected date by which each milestone will be achieved. Once officially accepted in writing by the County, the Project Plan and Project Schedule shall be deemed part of this Contract and control the timeline for Contractor to achieve the other milestones noted herein. 	
Milestone 2	<u>Completion of System Orientation</u>
<ul style="list-style-type: none"> • System Orientation: Review and evaluate County business operations and workflows; identify issues and provide recommendations for optimal usage of Inform CAD. • Business analysis and consultation services: On-site assistance to optimally configure roles, users, workflows, and templates within the Inform CAD and Inform Mobile applications. The number of hours for these services is to be clearly defined and mutually agreed upon during the System Orientation process. 	
Milestone 3	<u>Completion of Installation of Inform CAD Server Software</u>
<ul style="list-style-type: none"> • Server installation and configuration <ul style="list-style-type: none"> ○ Install and configure Microsoft SQL to operate with each of the applicable Contractor product(s). ○ Configure the System servers in the applicable environments (Production, Test, Training, and Disaster Backup environments). ○ Install and configure the applicable Contractor system(s), such as Inform CAD and Inform Mobile, on the designated servers. ○ Provide verbal support to the County with self-installation procedures for the workstations using the Contractor provided Prerequisite Installation DVD and applicable Launch configurations. ○ Create data dumps for Microsoft SQL database. ○ Provide technical hand-off to County project staff 	

- Implementation of Inform CAD

Inform CAD Implementation Services	Qty
Base CAD Disaster Recovery Server Configuration (Includes CAD Server, Unit Swap, Synchronization Software Installation, and 1 Failover test)	1
Base CAD Production System Installation (Includes Database Server, Web Server, Comm Server, 1 instance of Browser, up to 5 CAD workstations, Unit Swap, NetClock and Archive and Reporting Server)	1
CAD Interface Server Configuration (per interface server)	3
CAD Response Plan Workshop (one (1) three(3)-day class at County site for up to ten (10) students)	1
CAD Standard Functional Acceptance and Integration Testing - (C - 21-40 positions)	1
CAD System Configuration & DOLF (C - per DOLF Session, 21-40 Positions)	1
CAD System Orientation/Analysis (C - 21-40 Positions)	1
CAD Test/Training Server Configuration (Includes CAD Server and Unit Swap)	2
Custom CAD Mapping Conversion Services (Client supplied data)	1
Disaster Recovery Interface Configuration: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	1
Disaster Recovery Interface Configuration: Standard Alpha Numeric Paging Interface	1
Disaster Recovery Interface Configuration: Standard ANI/ALI Interface	1
GISLink Training Course (3 day on-site)	1
Inform CAD ASAP Interface Installation and Configuration	1
Inform CAD Business Analysis and Consultation Services (200)	1
Inform CAD Caller Location Query Installation and Configuration	1
Inform CAD RapidSOS Interface Installation and Configuration	1
Routing/GIS Server Disaster Recovery Configuration	1
Routing/GIS Server Implementation	1
Routing/GIS Server Test and Training Configuration	2
Standard Inform CAD to Inform CAD	2

	Advanced Interface Configuration Services (single side)	
	Test and/or Training Interface Configuration Services: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	2
<ul style="list-style-type: none"> Implementation of Inform Mobile 		
	Base Inform Mobile Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations)	1
	Base Mobile Test/Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface)	2
	Custom Inform Mobile Mapping Conversion Services (Client supplied data)	1
	Field Ops Installation and Training Services	1
	Inform Mobile System Configuration and BA services (D - 501 - 1000 Licenses)	1
	Mobile Interface Server Configuration (per Interface Server)	3
	Product Name	Qty
	GENSPOUT Interface	1
	Inform Mobile modification to allow updates to closed incidents	1
	Inform Mobile Site License Fee	1
	NICE Phone Logging Recorder Interface	1
Milestone 4	Completion of Pre-Go Live End User Trainings	
<ul style="list-style-type: none"> Inform CAD Training 		
	Inform CAD Training	Qty
	CAD Administration Training Course (Code File management) (three (3) one (1)-day classes at County site for up to ten (10) students)	1
	CAD Supervisor Training (one (1) five (5)-day class for up to ten (10) students)	2
	CAD System Administration Training Course (4-5 days at Contractor site per student)	4
	CAD User Training Course (one (1) four (4)-day class for up to ten (10) students)	9
	CAD Workshop (one (1) four (4)-day class at County site for up to ten (10) students)	2
	GISLink Training Course (one (1) three (3)-day class at County site for up to ten (1) students)	1
	Inform CAD API Training (one (1) four (4)-day class at Contractor site per student - Requires API License)	2

<ul style="list-style-type: none"> Inform Mobile Training 							
<table border="1"> <thead> <tr> <th>Inform Mobile Training</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>Inform Mobile Administration Training Course (one (1) day class for up to three (3) students at County site)</td> <td>1</td> </tr> <tr> <td>Mobile Train-The-Trainer (one (1)-day class for up to eight (8) students)</td> <td>5</td> </tr> </tbody> </table>		Inform Mobile Training	Qty	Inform Mobile Administration Training Course (one (1) day class for up to three (3) students at County site)	1	Mobile Train-The-Trainer (one (1)-day class for up to eight (8) students)	5
Inform Mobile Training	Qty						
Inform Mobile Administration Training Course (one (1) day class for up to three (3) students at County site)	1						
Mobile Train-The-Trainer (one (1)-day class for up to eight (8) students)	5						
Milestone 5	Go Live (Annual Support & Subscription Periods Begin – see Milestone 7)						
<ul style="list-style-type: none"> Systems (Inform CAD and Inform Mobile and Inform CAD Interfaces) Implementation (“Go Live”) will occur in accordance with the mutually agreed upon Detailed Project Implementation Plan & Project Schedule. Onsite Go Live Support Services for Inform CAD and Inform Mobile and Inform CAD Interfaces <ul style="list-style-type: none"> Onsite Go Live Support Services for CAD and Mobile (2 people - 3 days, 24 hour coverage) Qty.1; Onsite Go Live Support Services for Inform CAD and Inform Mobile (24 Hour Coverage for 2 Days - Two 12 Hour Shifts Per Day, One Person Per Shift) Qty.2; Onsite Go Live Services, Additional Support by One Person, for One 12 Hour Shift (Onsite) Qty.18; 							
Milestone 6	Final Acceptance of Project Completion						
<ul style="list-style-type: none"> Systems Acceptance: Thirty (30) day period upon Go Live during which the system will be used to verify operational functionality in a live production environment (the “Acceptance Test Period”). Upon completion of the Acceptance Test Period in accordance with Paragraph F of the Agreement (“Acceptance”), the system will be deemed to have achieved Final Acceptance. 							
Milestone 7	One (1) Year Maintenance and Support						
<p>Considered to begin upon “Go Live.” County shall be provided Software Maintenance and Support for Inform CAD, Inform Mobile, and Inform CAD Interfaces on a 24x7 basis as further specified in this Contract.</p> <ul style="list-style-type: none"> GENSPOUT Interface Inform CAD API - Customer Inform CAD Browser (B - 41-100 Concurrent Users) Inform CAD Disaster Recovery System Maintenance (C - 21-40 Users) Inform CAD Mapping Inform CAD Mapping Test or Training Inform CAD modification for unit queue color coding Inform CAD Position Inform CAD RapidSOS Interface Inform CAD Server Software (C - 21-40 Positions) Inform CAD Standard Operating Procedure (SOP) Inform CAD Test and Training System Maintenance (C - 21-40 Users) Inform CAD the Archive Server Software Inform CAD The GISLink Utility Position Inform Mobile Base Position with CJIS/NCIC Forms Inform Mobile Mapping Inform Mobile Mapping Test or Training Inform Mobile modification to allow updates to closed incidents 							

<ul style="list-style-type: none"> • Inform Mobile Server Software (E - 501-1000 Positions) • Inform Mobile Test and Training System Maintenance • NCIC/State Query Position for Inform CAD • NICE Phone Logging Recorder Interface • Routing Server Disaster Recovery Maintenance • Routing Server Test and Training Maintenance • Standard Alpha Numeric Paging Interface • Standard ANI/ALI Interface • Standard Inform CAD to External System Incident Data Transfer Interface • Standard Inform CAD to Third-Party CAD Basic Interface • TriTech Message Switch • TriTech Message Switch Additional Provider • TriTech Message Switch Additional Transactions • Field Ops Subscription • Inform CAD ASAP Interface Subscription • Inform CAD Caller Location Query Subscription • TriTech Message Switch Subscription for ASAP 	
Milestone 8	Arcserve High Availability for Enterprise OS Servers - Government
<ul style="list-style-type: none"> • Arcserve Disaster Recovery License 	

C. Service Location:

Sheriff-Coroner Department/Information Services
 320 N. Flower St., 3rd Floor
 Santa Ana, CA 92703

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for InformCAD and InformMobile as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract:

A. Inform CAD Software Licenses

Inform CAD Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform CAD API - Customer	\$5,000.00	1	\$5,000.00	\$0.00	\$5,000.00
Inform CAD Browser (B - 41-100 Concurrent Users)	\$15,000.00	1	\$15,000.00	\$0.00	\$15,000.00
Inform CAD Disaster Recovery System	\$0.00	1	\$0.00	\$0.00	\$0.00
Inform CAD Mapping	\$500.00	27	\$13,500.00	\$0.00	\$13,500.00
Inform CAD Mapping Test or Training	\$500.00	2	\$1,000.00	\$0.00	\$1,000.00
Inform CAD Position	\$10,000.00	27	\$270,000.00	\$0.00	\$270,000.00
Inform CAD RapidSOS Interface	\$15,000.00	1	\$15,000.00	\$0.00	\$15,000.00
Inform CAD Server Software (C - 21-40 Positions)	\$35,000.00	1	\$35,000.00	\$0.00	\$35,000.00
Inform CAD Standard Operating Procedure (SOP)	\$7,500.00	1	\$7,500.00	\$0.00	\$7,500.00
Inform CAD Test and Training System	\$0.00	2	\$0.00	\$0.00	\$0.00
Inform CAD the Archive Server Software	\$2,500.00	1	\$2,500.00	\$0.00	\$2,500.00
Inform CAD The GISLink Utility Position	\$5,000.00	1	\$5,000.00	\$0.00	\$5,000.00
NCIC/State Query Position for Inform CAD	\$500.00	27	\$13,500.00	\$0.00	\$13,500.00
Standard Alpha Numeric Paging Interface	\$9,000.00	1	\$9,000.00	\$0.00	\$9,000.00
Standard ANI/ALI Interface	\$9,000.00	1	\$9,000.00	\$0.00	\$9,000.00
Standard Inform CAD to External System Incident Data Transfer Interface (Stancil Logging Recorder Interface)	\$15,000.00	1	\$15,000.00	\$0.00	\$15,000.00
Standard Inform CAD to Inform CAD Advanced Interface (single side)	\$0.00	1	\$0.00	\$0.00	\$0.00
Standard Inform CAD to Third-Party CAD Basic Interface (Telus)	\$40,000.00	1	\$40,000.00	\$0.00	\$40,000.00
TriTech Message Switch	\$22,000.00	1	\$22,000.00	\$0.00	\$22,000.00
TriTech Message Switch Additional Provider	\$7,500.00	1	\$7,500.00	\$0.00	\$7,500.00
<i>Inform CAD Software License Fee(s) Subtotal:</i>					\$485,500.00

B. Inform Mobile Software Licenses

Inform Mobile Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform Mobile Base Position with CJIS/NCIC Forms	\$1,000.00	568	\$568,000.00	\$0.00	\$568,000.00
Inform Mobile Mapping	\$200.00	600	\$120,000.00	\$0.00	\$120,000.00
Inform Mobile Mapping Test and Training	\$200.00	2	\$400.00	\$0.00	\$400.00
Inform Mobile Server Software (E - 501-1000 Positions)	\$100,000.00	1	\$100,000.00	\$0.00	\$100,000.00
Inform Mobile Test AND Training System	\$0.00	2	\$0.00	\$0.00	\$0.00
<i>Inform Mobile Software License Fee(s) Subtotal:</i>					<i>\$788,400.00</i>
<i>Inform CAD & Mobile Software License Fee(s) (Sections A-B) Subtotal:</i>					<i>\$1,273,900.00</i>
<i>TriTech Upgrade Credit:</i>					<i>(\$-999,100.00)</i>

C. Inform CAD Implementation Services

Inform CAD Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Base CAD Disaster Recovery Server Configuration (Includes CAD Server, Unit Swap, Synchronization Software Installation, and 1 Failover test)	\$6,662.00	1	\$6,662.00	\$0.00	\$6,662.00
Base CAD Production System Installation (Includes Database Server, Web Server, Comm Server, 1 instance of Browser, up to 5 CAD workstations, Unit Swap, NetClock and Archive and Reporting Server)	\$9,625.00	1	\$9,625.00	\$0.00	\$9,625.00
CAD Administration Training Course (Code File management) (3 day class - Per class - at client site up to 10 students)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
CAD Interface Server Configuration (per interface server)	\$875.00	3	\$2,625.00	\$0.00	\$2,625.00
CAD Response Plan Workshop (3 day - Per class - at client site)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
CAD Standard Functional Acceptance and Integration Testing - (C - 21-40 positions)	\$15,400.00	1	\$15,400.00	\$0.00	\$15,400.00
CAD Supervisor Training (Five days, up to 10 students)	\$7,000.00	2	\$14,000.00	\$0.00	\$14,000.00
CAD System Administration Training Course (Per student - 4-5 days at TriTech)	\$1,450.00	4	\$5,800.00	\$0.00	\$5,800.00
CAD System Configuration & DOLF (C - per DOLF Session, 21-40 Positions)	\$32,500.00	1	\$32,500.00	\$0.00	\$32,500.00
CAD System Orientation/Analysis (C - 21-40 Positions)	\$14,000.00	1	\$14,000.00	\$0.00	\$14,000.00
CAD Test/Training Server Configuration (Includes CAD Server and Unit Swap)	\$3,675.00	2	\$7,350.00	\$0.00	\$7,350.00
CAD User Training Course (Per class - 4-day class up to 10 students)	\$5,600.00	9	\$50,400.00	\$0.00	\$50,400.00
CAD Workshop (4 day - Per class - at client site)	\$7,000.00	2	\$14,000.00	\$0.00	\$14,000.00
Custom CAD Mapping Conversion Services (Client supplied data)	\$20,125.00	1	\$20,125.00	\$0.00	\$20,125.00
Disaster Recovery Interface Configuration: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	\$5,600.00	1	\$5,600.00	\$0.00	\$5,600.00
Disaster Recovery Interface Configuration: Standard Alpha Numeric Paging Interface	\$1,600.00	1	\$1,600.00	\$0.00	\$1,600.00
Disaster Recovery Interface Configuration: Standard ANI/ALI Interface	\$1,600.00	1	\$1,600.00	\$0.00	\$1,600.00
GISLink Training Course (3 day on-site)	\$4,200.00	1	\$4,200.00	\$0.00	\$4,200.00
Inform CAD API Training (per participant - 4 day - At TriTech Only - Requires API License)	\$2,500.00	2	\$5,000.00	\$0.00	\$5,000.00
Inform CAD ASAP Interface Installation and Configuration	\$2,500.00	1	\$2,500.00	\$0.00	\$2,500.00
Inform CAD Business Analysis and Consultation Services (200)	\$35,000.00	1	\$35,000.00	\$0.00	\$35,000.00
Inform CAD Caller Location Query Installation and Configuration	\$1,400.00	1	\$1,400.00	\$0.00	\$1,400.00
Inform CAD RapidSOS Interface Installation and Configuration	\$2,500.00	1	\$2,500.00	\$0.00	\$2,500.00

Onsite Go Live Support Services for CAD and Mobile (2 people - 3 days, 24 hour coverage)	\$28,000.00	1	\$28,000.00	\$0.00	\$28,000.00
Onsite Go Live Support Services for Inform CAD and Inform Mobile (24 Hour Coverage for 2 Days - Two 12 Hour Shifts Per Day, One Person Per Shift)	\$9,500.00	1	\$9,500.00	\$0.00	\$9,500.00
Onsite Go Live Support Services for Inform CAD and Inform Mobile (24 Hour Coverage for 2 Days - Two 12 Hour Shifts Per Day, One Person Per Shift)	\$9,500.00	1	\$9,500.00	\$0.00	\$9,500.00
Routing/GIS Server Disaster Recovery Configuration	\$2,100.00	1	\$2,100.00	\$0.00	\$2,100.00
Routing/GIS Server Implementation	\$2,100.00	1	\$2,100.00	\$0.00	\$2,100.00
Routing/GIS Server Test and Training Configuration	\$2,100.00	2	\$4,200.00	\$0.00	\$4,200.00
Standard Inform CAD to Inform CAD Advanced Interface Configuration Services (single side)	\$10,000.00	2	\$20,000.00	\$0.00	\$20,000.00
Test and/or Training Interface Configuration Services: NCIC/State Message Switch Software - Inform CAD/Inform Mobile	\$5,600.00	2	\$11,200.00	\$0.00	\$11,200.00
<i>Inform CAD Implementation Service Fee(s) Subtotal:</i>					<i>\$346,887.00</i>

D. Inform Mobile Implementation Services

Inform Mobile Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Base Inform Mobile Production Server Installation (per Server, Includes installation of Mobile Server, 2 interfaces and 5 position installations)	\$7,000.00	1	\$7,000.00	\$0.00	\$7,000.00
Base Mobile Test/Training Server Installation (per Server, Includes 1 Mobile Server and 1 Mobile Interface)	\$5,250.00	2	\$10,500.00	\$0.00	\$10,500.00
Custom Inform Mobile Mapping Conversion Services (Client supplied data)	\$8,400.00	1	\$8,400.00	\$0.00	\$8,400.00
Field Ops Installation and Training Services	\$1,400.00	1	\$1,400.00	\$0.00	\$1,400.00
Inform Mobile Administration Training Course (Per class - 1-day up to 3 students)	\$1,800.00	1	\$1,800.00	\$0.00	\$1,800.00
Inform Mobile System Configuration and BA services (D - 501 - 1000 Licenses)	\$40,000.00	1	\$40,000.00	\$0.00	\$40,000.00
Mobile Interface Server Configuration (per Interface Server)	\$1,750.00	3	\$5,250.00	\$0.00	\$5,250.00
Mobile Train-The-Trainer (Per class - 1-day up to 8 students) 1 Day	\$1,800.00	5	\$9,000.00	\$0.00	\$9,000.00
<i>Inform Mobile Implementation Service Fee(s) Subtotal:</i>					<i>\$83,350.00</i>

E. Custom Interface Solutions

Product Name	Unit Price	Qty	List Price	Discount	Total Price
GENSPOUT Interface	\$23,100.00	1	\$23,100.00	\$0.00	\$23,100.00
Inform CAD modification for unit queue color coding	\$15,750.00	1	\$15,750.00	\$0.00	\$15,750.00
Inform Mobile modification to allow updates to closed incidents	\$43,750.00	1	\$43,750.00	\$0.00	\$43,750.00
Inform Mobile Site License Fee	\$76,020.00	1	\$76,020.00	\$0.00	\$76,020.00
NICE Phone Logging Recorder Interface	\$12,750.00	1	\$12,750.00	\$0.00	\$12,750.00
TriTech Message Switch Additional Transactions	\$2,500.00	16	\$40,000.00	\$0.00	\$40,000.00

F. Project Related Fees

Product Name	Unit Price	Qty	Total Price
Project Management	\$302,390.00	1	\$302,390.00
Additional Cost for Weekend Go Live Support	\$4,750.00	1	\$4,750.00
Arcserve Installation and Configuration	\$1,000.00	2	\$2,000.00
CAD Data Conversion Services (Caution Notes, Premises and Historical Data Conversion). This includes up to 5 years (20 quarters) of historical data from a single source.	\$45,000.00	1	\$45,000.00
Engineering Consultation Services - 80 hours	\$16,000.00	1	\$16,000.00
Interface Systems Engineering Services – 150 hours	\$26,250.00	1	\$26,250.00
Onsite Go Live Services, Additional Support by One Person, for One 12 Hour Shift (Onsite)	\$2,100.00	18	\$37,800.00

Software & Services (Sections A-F) Total: \$1,350,597.00

G. Third Party Products and/or Services

Product Name	Unit Price	Qty	Total Price
Arcserve High Availability for Enterprise OS Servers - Government	\$4,907.50	2	\$9,815.00

H. Recurring Subscription Fees Year 1 (Beginning on Go Live Date)

Product Name	Unit Price	Qty	Total Price
Field Ops - Companion Pricing	\$120.00	500	\$60,000.00
Inform CAD ASAP Interface Annual Subscription	\$5,500.00	1	\$5,500.00
Inform CAD Caller Location Query Subscription	\$2,500.00	1	\$2,500.00
TriTech Message Switch Subscription for ASAP	\$0.00	1	\$0.00

I. Annual Maintenance Year 1 (Beginning on Go Live Date)

Product Name	Support Level	Total Price
GENSPOUT Interface	24 x 7	\$5,082.00
Inform CAD API - Customer	24 x 7	\$1,100.00
Inform CAD Browser (B - 41-100 Concurrent Users)	24 x 7	\$3,300.00
Inform CAD Disaster Recovery System Maintenance (C - 21-40 Users)		\$2,310.00
Inform CAD Mapping	24 x 7	\$2,970.00
Inform CAD Mapping Test or Training	24 x 7	\$220.00
Inform CAD modification for unit queue color coding	24 x 7	\$3,465.00
Inform CAD Position	24 x 7	\$59,400.00
Inform CAD RapidSOS Interface	24 x 7	\$3,300.00
Inform CAD Server Software (C - 21-40 Positions)	24 x 7	\$7,700.00
Inform CAD Standard Operating Procedure (SOP)	24 x 7	\$1,650.00
Inform CAD Test and Training System Maintenance (C - 21-40 Users)		\$4,620.00
Inform CAD the Archive Server Software	24 x 7	\$550.00

Inform CAD The GISLink Utility Position	24 x 7	\$1,100.00
Inform Mobile Base Position with CJIS/NCIC Forms	24 x 7	\$124,960.00
Inform Mobile Mapping	24 x 7	\$26,400.00
Inform Mobile Mapping Test and Training	24 x 7	\$88.00
Inform Mobile modification to allow updates to closed incidents	24 x 7	\$9,625.00
Inform Mobile Server Software (E - 501-1000 Positions)	24 x 7	\$22,000.00
Inform Mobile Test and Training System Maintenance		\$4,180.00
NCIC/State Query Position for Inform CAD	24 x 7	\$2,970.00
NICE Phone Logging Recorder Interface	24 x 7	\$2,805.00
Routing Server Disaster Recovery Maintenance		\$1,234.00
Routing Server Test and Training Maintenance		\$2,468.00
Standard Alpha Numeric Paging Interface	24 x 7	\$1,980.00
Standard ANI/ALI Interface	24 x 7	\$1,980.00
Standard Inform CAD to External System Incident Data Transfer Interface	24 x 7	\$3,300.00
Standard Inform CAD to Third-Party CAD Basic Interface	24 x 7	\$8,800.00
TriTech Message Switch	24 x 7	\$4,840.00
TriTech Message Switch Additional Provider	24 x 7	\$1,650.00
TriTech Message Switch Additional Transactions	24 x 7	\$8,800.00
<i>Annual Maintenance Fee(s) (Year 1):</i>		<i>\$311,853.12</i>
<i>Continuous Upgrade Fee(s) (Year 1):</i>		<i>\$12,993.88</i>

Contract fees shall be paid in eight (8) payments, which are tied to the eight (8) Milestones for this project specified in Attachment A, Scope of Work. Contractor shall be paid a percentage of the total software and services price for Milestones 1-6. Successful completion of a Milestone requires acceptance by County of all Contract deliverables and services associated with the Milestone, including deliverables and services that are due at any time prior to that Milestone review. Upon successful completion of each Milestone, the Contractor shall be paid as indicated below. The Milestone payments are as follows:

Payment #	Payment to be Made Upon Successful Completion of :	Percentage of Software and Services due	Invoice & Payment Total
1	Milestone 1 - Delivery of Detailed Implementation Plan	20%	\$270,119.40
2	Milestone 2 - Completion of System Orientation	15%	\$202,589.55
3	Milestone 3 - Completion of Installation of Inform CAD Server Software	15%	\$202,589.55
4	Milestone 4 - Completion of Pre-Go Live End User Trainings	20%	\$270,119.40
5	Milestone 5 - Go Live (Annual Support & Subscription Periods Begin on Go Live Date)	10%	\$135,059.70
6	Milestone 6 - Final Acceptance (As defined in Paragraph F of the Contract)	20%	\$270,119.40
Software & Services Total			\$1,350,597.00
7	Milestone 7 - One (1) year Maintenance and Support to begin upon "Go Live"		\$392,847.00

8	Milestone 8 – Third Party Products (Arcserve High Availability for Enterprise OS Servers - Government) (one time fee due upon order)		\$9,815.00
Project Total:			\$1,753,259.00

Contract shall not exceed \$1,753,259.00 for initial two-year term of Contract

The Parties recognize and agree that time is of the essence with regard to the accomplishment of those tasks and activities designated as Milestones. Therefore, if Contractor fails, or if County reasonably determines that Contractor is likely to fail, to meet a due date for a Milestone, then, in addition to any other rights and remedies that may be available to the County in accordance with this Contract, Contractor shall, at County's option and at no additional cost to County, provide such additional personnel as may be required or necessary to accomplish all activities, tasks, and Services that were associated with such Milestone either: (A) as soon as practicable, if Contractor has already failed to meet such Milestone due date; or, (B) by the due date corresponding thereto, as specified in the Contract, if such date has not yet passed.

Support Fees and Recurring Subscription Fees, Years 2-5 following system Go Live, to be paid on an annual basis beginning one (1) year after the Go Live Date. Annual support fees and recurring subscription fees are subject to increase at a rate of 5%. An increase in the number of licenses granted will result in an increase in support fee:

Support Period	Support Level	***Maximum Annual Software Support Fee Amount	***Maximum Annual Software Subscription Fee Amount	***Maximum Annual Support and Subscription Fee Total
Year 2 following system Go Live	24x7	\$341,089.35	\$71,400.00	\$412,489.35
Year 3 following system Go Live	24x7	\$358,143.82	\$74,970.00	\$433,113.82
Year 4 following system Go Live	24x7	\$376,051.01	\$78,718.50	\$454,769.51
Year 5 following system Go Live	24x7	\$394,853.56	\$82,654.43	\$477,507.99

5. Price Increase/Decreases: No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

6. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
7. Payment Terms – Payment in Arrears: Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

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

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

8. Taxpayer ID Number: The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Agency/Department's Account Number
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Support Services
 Attn: Joseph Giese / Bonnie Blackburn
 320 N. Flower St., 3rd Floor
 Santa Ana, CA 92703

9. Payment (Electronic Funds Transfer (EFT))
 The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

Priorities and Support Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for Live Operations on the production system: A system down event which severely impacts the ability of County to dispatch emergency units, including:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, Inform Me, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption <p>One or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Service Hours: Telephone calls to 1-800-987-0911 will be immediately answered and managed by the first available representative.</p> <p>After Normal Service Hours: Thirty (30) minute callback after client telephone contact to 1-800-987-0911.</p> <p>Priority 1 issues must be called in via 1-800- 987-0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for Live Operations on the production system: A serious Software Error with no workaround, which does not meet the criteria of a Critical Priority but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (i.e., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me users). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Service Hours: Telephone calls to 1-800-987-0911 will be answered and managed by the first available representative within no more than 5 minutes.</p> <p>After Normal Service Hours: One (1) hour callback after client telephone contact to 1-800-987-0911.</p> <p>Priority 2 issues must be called in via 1-800- 987-0911 in order to receive this level of response.</p>
Priority 3 - High Priority	<p>Normal Service Support Hours: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or performing a common call taking or dispatch function. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me users are negatively impacted by this error (i.e., does not apply to a minimal set of workstations or users).</p>	<p>Normal Service Hours: Telephone calls to 1-800-987-0911 answered by the first available representative, but no longer than 5 minutes after the initial phone call.</p> <p>High Priority issues may also be reported via support@tritech.com.</p> <p>High Priority Issues are not managed after Normal Service Hours.</p>

Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Service Support Hours: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or performing a common call taking or dispatch function. This includes system administrator functions.	Normal Service Hours: Telephone calls to 1-800-987-0911 will be answered and managed by the first available representative, but no longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via support@tritech.com . Medium Priority issues are not managed after Normal Service Hours.
Priority 5 – Low Priority	Normal Service Support Hours: Cosmetic (User Interface) or Documentation (e. g., User Support Guide) errors, including Client technical questions or usability questions	Normal Service Hours: Telephone calls to 1-800-987-0911 will be answered and managed by the first available representative, but no longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via support@tritech.com . Low Priority issues are not managed after Normal Service Hours.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to transactional data corruption caused by Contractor Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile, Inform Me:
 - a. The Inform Mobile System, or Inform Me is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by Contractor Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen.
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident.
 - vii. Inability to change a unit's status.
 - viii. Inability to close an incident.
 - ix. Inability to view incident information needed to dispatch an incident.

- x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
2. Inform Mobile, Inform Me:
 - a. Inform Mobile, or Inform Me users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from Inform CAD.
 - ii. Inability to view incident information needed to dispatch an incident.
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
 - vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.
 - h. An Automatic Vehicle Location (AVL) interface fails to process updates for over 50% of units.
 - i. A mobile interface (Mobile Data Terminal (MDT) or Mobile Data Computer (MDC)) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
4. Inform Browser:
 - a. Inform Browser is down and no workstations are able to login (unrelated to the County's network).
5. GISLink:
 - a. There are no Urgent Priority (Priority 2) issues for this product.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. However, if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, Contractor will work to resolve the problem according to the Priority 2 response and resolution criteria included above.
- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs, will be provided in a subsequent update and not via Normal Customer Service Hours support.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
 CERTIFICATION REQUIREMENTS
 EXHIBIT I

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

A. In the case of an individual Vendor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

B. In the case of a Vendor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

(Additional sheets may be used if necessary)

<i>County Use Only</i>	
Department Name	Sheriff-Coroner
DPA Name	Ranique Cortez
Email Address	rcortez@ocsd.org
Phone Number	714-834-4312