

Buyer: WKP

CONTRACT NUMBER: 006652

Event # 005221

**CONTRACT** between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: \$790,000.00		Effective Date: 4/18/2022	Expiration Date: 4/17/2025
<b>Contract Description:</b>	Content Management System		
<b>Contractor Information:</b>		<b>Contract Administrator (If Different):</b>	
Granicus, LLC. 408 St. Peter St. Suite 600 St. Paul, MN 55102 contracts@granicus.com Vender No: 11306			
<b>Compliance Office Purchasing Information:</b>		<b>Contract Administrator Oakland County Using Department:</b>	
Buyer: Wendy Pucher Oakland County 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 <a href="mailto:purchasing@oakgov.com">purchasing@oakgov.com</a>		Michael Timm Director Information Technology 1200 N Telegraph Rd 49 West Pontiac Mi 48341 <a href="mailto:timmmr@oakgov.com">timmmr@oakgov.com</a>	

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties". The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN: Maxwell Buccelli  
Maxwell Buccelli (Apr 20, 2022 12:17 CDT)

**FOR THE COUNTY:**

SIGN: Michael R Timm  
Michael R Timm (Apr 20, 2022 14:13 EDT)  
Contract Administrator

SIGN: Scott N. Guzzy  
Scott N. Guzzy (Apr 20, 2022 14:50 EDT)  
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

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This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. County's G2G Marketplace Administration
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Insurance and Bond Requirements
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. County Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

**§1. CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation,

facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

- 1.4. **“Confidential Information”** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s security.
- 1.5. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract and Contractor Employee.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:

**Exhibits (Applicable if Checked)**

- 1.8.1. ☒ Exhibit I: Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☒ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☒ Exhibit VI: Software License(s)/Subscription Agreement
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations, which consists of the following: 1) Scope of Deliverables for a Website Redesign with a Content Management

System (GovAccess); and 2) Scope of Deliverables for Renewal of govDelivery Communications Cloud.

- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract but does not include system data generated by use of the commercial off the shelf subscription services, or data submitted to the system by a user that is then anonymized or aggregated so that the original data cannot be derived or determined (though the original source data remains County Data and Contractor has no right, title or interest to such County Data except as expressly set forth herein).
- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows

participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website:

<https://e-verify.uscis.gov/enroll>.

- 1.18. **"G2G Marketplace Website"** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.
- 1.19. **"Intellectual Property"** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/service mark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.21. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G Marketplace Website.
- 1.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.24. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.25. **"Purchasing"** means the Purchasing Division of Oakland County.

## **§2. CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date. Once the Contract has expired Contractor will no longer be listed in the G2G Marketplace, unless a new Contract is entered into by the Parties.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

**§3. CONTRACT ADMINISTRATION AND AMENDMENTS**

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested

work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents, and any pre-printed or standard terms on a Purchase Order shall not change the terms and conditions of this Contract.

#### **§4. CONTRACT TERMINATION**

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination, including the payment of any subscription and usage fees accrued prior to the effective date of termination. Under no
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circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may enter into, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

**§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any



other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.

- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in the Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost; fee; fine; penalty; or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting from Contractor's performance of this Contract under any circumstances.
- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss or damage that is caused by or results from Contractor or Contractor Employees, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
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- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

**§6. COUNTY'S G2G MARKETPLACE ADMINISTRATION.**

- 6.1. **Deliverables and Terms Extended to PPBs.** After a competitive bidding and selection process by County, Contractor was chosen to provide the Deliverables, described more fully in the Exhibit IX, to County. Contractor shall offer the pricing, terms, and conditions in this Contract for the GovDelivery Deliverable to a PPB, to enable a PPB to make purchases from Contractor according to the terms herein. Notwithstanding the foregoing, Contractor and a PPB may negotiate customized terms at their own discretion.
- 6.2. **No County Liability.** County shall not be a party to a contract or purchase order of any type between Contractor and a PPB. County shall not have any liability, of any sort, to Contractor, a PPB, or any other third party, for any harm, damage, loss, or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 6.3. **Contractor and PPB Direct Dealing.** PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G Marketplace Website.
- 6.4. **G2G Marketplace Website.** County will provide the following information on its G2G Marketplace website:
- 6.4.1. State that the Contract was the result of a competitive bidding process.
- 6.4.2. Provide Contractor's contact information for inquiries.
- 6.4.3. Acknowledge that the County will receive a benefit from purchases subject to this Contract.
- 6.4.4. Provide a County Liaison to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 6.5. **Contractor Information.** Contractor shall provide the following information to County and shall update the information timely whenever changes occur:
- 6.5.1. Description of Contractor's **Deliverables** relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
- 6.5.2. Every six months Contractor shall provide County with a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of

each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items. Failure to provide the Contract Usage Statement information to County may result in Contractor being removed from the G2G Marketplace website.

- 6.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 6.6. **Administrative Fee.** In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall pay County an administrative fee or other benefit described below in this section (the “Administrative Fee”) if Contractor offers the pricing, terms, and/or conditions in this Contract to a PPB. The Administrative Fee will correspond to three percent (3%) of the revenue Contractor receives from orders, purchases, and/or contracts it has entered into with PPBs who are receiving goods or services from Contractor based on the pricing, terms, and/or conditions of this Contract. Contractor shall pay the Administrative Fee to the County on a quarterly basis after the Contractor is paid by the PPB. County may provide Contractor with additional instructions regarding the procedure and/or manner of paying the Administrative Fee to County. In addition to and without limiting any other remedies allowed by law or equity, Contractor’s failure to timely pay the Administrative Fee may, in County’s sole discretion, result in removal of Contractor from the G2G Marketplace website.

**§7. CONTRACTOR’S WARRANTIES AND ASSURANCES**

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.

- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 7.7. **Contractor Employees.**
- 7.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.

- 7.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 7.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 7.8. **Acknowledgment of Independent Contractor Status.**
- 7.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

- 7.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 7.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 7.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 7.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 7.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.10. **E-Verify.** In accordance with Miscellaneous Resolution No. 09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its



departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

- 7.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 7.13. **Taxes.**
- 7.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner. Contractor acknowledges and agrees that time is of the essence for all Deliverables that are services.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Performance Warranty.** Contractor warrants that the Services and Deliverables provided hereunder will materially comply with the specifications set forth in the Scope of Deliverables, the Contract, and associated documentation provided by Contractor. Should any Service or Deliverable fail to comply with this warranty, within the thirty (30) days after delivery of such Service or Deliverable, the County must provide written notice (including by email) to Contractor of the nonconformity, and as its remedy, the County will receive a reperformed Service or Deliverable at no additional charge that complies with the specifications set forth in



the Scope of Deliverables, the Contract, and associated documentation provided by Contractor.

7.15.2. **Reserved.**

7.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.

7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document if so requested. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

7.17. **Warranty Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION 7, THE DELIVERABLES ARE PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE.

**§8. LIABILITY**

8.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any third person or entity, which are alleged to have been caused directly or indirectly from the negligent, unlawful, or willful acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.

8.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

- 8.3. **IP Infringement Indemnification.** In addition to the foregoing Contractor Indemnification, the County is entitled to the IP infringement indemnification as set forth and further described in Section 9 of Exhibit VI (Subscription Agreement).
- 8.4. **Limitation of Liability.**
- 8.4.1. County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 8.4.2. Except for obligations to pay amounts due, or County's breach of Contractor's intellectual property rights, County shall not be liable in contract, tort, equity, strict liability, under statute, or any other theory of liability, for total aggregate damages in excess of County's payment obligations to Contractor for the Deliverables under this Contract.
- 8.4.3. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS AND NOTWITHSTANDING ANY OBLIGATION TO CARRY INSURANCE IN GREATER AMOUNTS, CONTRACTOR'S TOTAL LIABILITY, IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR OTHERWISE RELATING TO THIS CONTRACT AND ANY PURCHASE ORDER ISSUED HEREUNDER WILL BE LIMITED TO AN AGGREGATE TOTAL OF DIRECT AND INDIRECT DAMAGES NOT TO EXCEED THE GREATER OF: ONE MILLION DOLLARS (\$1,000,000) OR THE AMOUNT COLLECTED BY THE COUNTY UNDER CONTRACTOR INSURANCE POLICIES. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION SHALL PREVENT OR LIMIT ANY OF THE COUNTY'S RIGHTS OR BENEFITS AS AN ADDITIONAL INSURED UNDER CONTRACTOR'S INSURANCE POLICIES.

**§9. INSURANCE AND BOND REQUIREMENTS**

- 9.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 9.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars (\$50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

**§10. INTELLECTUAL PROPERTY**

- 10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.
- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any specific Deliverable that is agreed to be owned by the County as set forth in a specific statement of work mutually agreed to by the parties, (such Deliverable being referred to expressly as a "Work Product") are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest under copyright law in such Work Product; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register copyrights in such Work Product with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests under copyright law in applicable Work Product to the County. Except for Work Product as defined herein, all Deliverables are provided under license to the County and PPB, as applicable, under the terms and conditions of the Subscription Agreement set forth herein as Exhibit VI. Contractor retains all right, title, and interest in and to all Deliverables and services provided under this Contract not expressly granted to County or a PPB, as applicable.
- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense and at Contractor's discretion, procure for County the right to continue using the

services or Deliverables or replace or modify the same so that it becomes non-infringing; or if neither option is commercially feasible, terminate the license to the Deliverable with appropriate credits to County of any pre-paid but unused fees as of the date of termination.

**§11. CONFIDENTIAL INFORMATION**

- 11.1. **Contractor Use of Confidential Information.** Each party and their Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Receiving party shall not reproduce, provide, disclose, or give access of Confidential Information to any Employee or third-party not having a legitimate need to know. Receiving party shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, receiving party may disclose the Confidential Information, if required by law, statute, or other legal process; provided that receiving party: (a) gives the disclosing party prompt written notice of the impending disclosure; (b) provides reasonable assistance to the disclosing party in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon receiving party with respect to any Confidential Information which receiving party can establish by legally sufficient evidence: (a) was in possession of or was known by receiving party, prior to its receipt from the disclosing party, without any obligation to maintain its confidentiality; or (b) is obtained by receiving party from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 11.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA"), nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, either party may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.

**§12. COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor's own purposes, or for the

benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.

- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Office as soon as practicable but no later than seventy-two (72) hours of "Discovery" of unauthorized access, acquisition, disclosure, or theft of County Data. "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 12.3. **Storage of County Data.** Contractor shall only store County Data in data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide the Deliverables.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.
- 12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

**§13. INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:

13.1. **County Standards.** If Contractor and Contractor Employees will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.

13.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network and County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.

13.3. **Completion of County Security Questionnaire.** Contractor warrants it has completed the County's security questionnaire. Each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall promptly provide the County with the answers to the County's security questionnaire.

**§14. GENERAL TERMS AND CONDITIONS**

14.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

14.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor, or designee.

14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.



- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County real or tangible property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of the County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.
- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 14.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.
- 14.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any
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County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.

- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with copies of such books and records, upon request.
- 14.11. **Audit.** The County or an independent auditor hired by the County may request copies of applicable books and records of Contractor during the term of this Contract and for a period of three years after final payment for the purpose of ensuring Contractor's compliance with the terms of the Contract and accurate billings to the County. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 14.12. **Assignments/Delegations/Subcontracts.**
- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate, subsidiary, or successor-in-interest arising from a sale of all or substantially all Contractor assets, a merger, reorganization or share exchange, as long as the assignee is adequately capitalized and can provide adequate written assurances to the County that the assignee can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate

information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

- 14.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 14.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 14.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 14.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties and the PPBs, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 14.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 2.** Contract Term and Renewal, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** County's G2G Marketplace Administration, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Insurance and Bond Requirements, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 13.** Information Technology Standards, and **Section 14.** General Terms

and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information), and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).

- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Both parties shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**
- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 14.21. **Cumulative Remedies.** To the extent a remedy is not expressly set forth in the Contract, a Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50<sup>th</sup> District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in

such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

**EXHIBIT I**  
**INSURANCE REQUIREMENTS**

During this Contract, the Contractor shall provide and maintain, at Contractor's expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

**Primary Coverages**

**Commercial General Liability Occurrence Form** including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

**Workers' Compensation Insurance** with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with one of the following:

1. Be a Fully Insured or State approved self-insurer;
2. Sole Proprietors must submit a signed Sole Proprietor form; or
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract

**Commercial Automobile Liability Insurance** covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

**Commercial Umbrella/Excess Liability Insurance** with minimum limits of \$15,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

**Supplemental Coverages. The following supplemental coverages are required if selected (checked):**

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate shall be required when the Contractor provides professional services that the County relies upon.
2. ☒ **Cyber Liability Insurance** with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
3. ☐ **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when medically related services are provided.
5. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

**General Insurance Conditions**

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required



supplemental coverages shall be endorsed to list the "County of Oakland" and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;

6. Contractor's insurance policy shall in no way limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide written notice in accordance with the policy provisions of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

**EXHIBIT III**  
**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII**  
**(Personally Identifiable Information)**

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

**1. DEFINITIONS**

- 1.1. **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII by or from Contractor.
- 1.2. **PII** (Personally Identifiable Information) means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

**2. OBLIGATIONS**

- 2.1. Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2. Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3. Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4. If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within seventy-two (72) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or

Contractor Employees. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5. If the County determines it is required to provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its reasonable costs in notifying the affected individuals; (b) the reasonable cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) reasonable costs associated with the Security Breach, including but not limited to costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above for which it is liable within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6. Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit, inspect and test Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

## EXHIBIT VI – SUBSCRIPTION AGREEMENT

This Subscription Agreement (“**Agreement**”) is made and by and between County (also referred to herein as “**Client**” or “**Customer**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**” or “**Contractor**”). Client and Granicus may each be referred to herein as “**Party**” or collectively as “**Parties**”.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must be included in this Contract or an Amendment thereof. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

**2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

**2.4. Reserved.**

**3. Use of Granicus Products and Services and Proprietary Rights**

**3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

**3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

**3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

**3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

**3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created, licensed, or owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

**3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

**3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

**3.2.5. Granicus Subscriber Information for Communications Cloud Suite only**

**3.2.5.1. Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII).

Granicus will not release the data without the express written permission of Client, unless required by law.

**3.2.5.2.** Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

**3.2.5.3. Data Obtained through the Granicus Advanced Network**

**3.2.5.3.1.** Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

**3.2.5.3.2.** Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

**3.2.5.3.3. Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

**3.3. Restrictions.** Client shall not:

- 3.3.1.** Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;
- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

- 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
- 3.3.4.** Client must not use the Services as a door or signpost to another server.
- 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
- 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
- 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
- 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
- 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
- 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus logo and the product names associated with the services are trademarks of Granicus or its suppliers, and all use by the County is subject to Granicus' standard trademark guidelines and a right to review County's use of all Granicus trademarks upon request.

#### **4. Payment**

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute.

#### **5. Term and Termination – Reserved.**

#### **6. Limitation of Liability- Reserved.**



## **7. Indemnification**

**7.1. Indemnification by Granicus.** In addition to and without limiting Granicus' indemnification obligations in the Contract, Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement.

### **7.2. Reserved.**

**7.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9 and all other indemnification obligations of Contractor in the Contract: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

**EXHIBIT VII**

**LICENSE FOR USE OF COUNTY SERVICEMARK**

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter “Mark”), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by the County.

The Mark may be used on: (Applicable if Checked):

- ☒ Printed materials
- ☒ Electronic materials
- ☒ Contractor’s website: [www.Granicus.com](http://www.Granicus.com)

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County’s rights in the Mark.

The County may terminate Contractor’s rights under this Exhibit if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

## OAKLAND COUNTY SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

# OAKLAND COUNTY, MICHIGAN LOGO BRAND STANDARDS

## PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

### HORIZONTAL "TWO TREES" LOGO



### STACKED LOGO



## LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



## BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347  
CMYK 84,15,78,2  
RGB 0,154,102  
HEX #009A66

PMS Black C  
CMYK 0,0,0,100  
RGB 0,0,0  
HEX #000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Destination Oakland Blue  
PMS 2865 | CMYK 85,21,0,0 | RGB 0,156,222

OAKLAND  
COUNTY PARKS

Prosper Orange  
PMS 715 | CMYK 0,54,87,0 | RGB 246,141,48

PROSPER  
Oakland County Michigan

## WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



## QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble  
Graphic Designer  
County Executive Administration  
(248) 858-8964 | tremblep@oakgov.com



Adobe Swatch Exchange  
The official .ase file is available upon request

Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

## G2G MARKET PLACE SERVICEMARK GUIDELINES

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

### G2G MARKET PLACE Standard Logo

The G2G Market Place logo appears to the right. It is the primary element of the G2G Market Place visual identity and must appear on all official documentation or sign involving G2G Market Place.



### LOGO USAGE

A prescribed amount of space around the logo should be maintained at all times. The space should be equal to or greater than the width of 1/4".



### MINIMUM LOGO SIZE



Minimum logo width 3 inches  
and height is 1 inch.

### COLORS

CMYK 82.5.97.0  
RGB 0.169.80  
HEX #00a950

CMYK 0.0.0.100  
RGB 0.0.0  
HEX #000000

### COLOR VARIATIONS

For 1-color print jobs, or when design dictates the logo may be used in all black or all white.



### LOGO VARIATIONS

Below are alternate "stacked" logo options. They are shown in full color, all black, and all white versions.



Do not provide copies to a third party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

**EXHIBIT IX**  
**SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS**

**Scope of Deliverables for a Website Redesign with Content Management System**

**1. Introduction**

1.1. Granicus LLC (“Contractor”) shall provide Oakland County (“County”) with a solution and professional services to implement a redesigned Content Management System (“CMS”).

1.1.1. The govAccess for CMS (“System”) will allow the continuance of the current system(s) content, use up-to-date technology in a secure environment, and provide a visitor-centric website that is inclusive across all devices. System will help improve responsiveness on mobile devices; enhance site accessibility per Section 508 refresh of the Americans with Disabilities Act and WCAG 2.1 level AA; correct issues with the site’s information architecture, enhance search results, metadata and navigation; and leverage dynamic content for news and events.

**1.2. Contractor shall:**

- 1.2.1. Implement the System and provide the Deliverables described herein.
- 1.2.2. Support integrations with County Systems as required.
- 1.2.3. Provide virtual, online training.
- 1.2.4. Provide support to content managers during testing and implementation of their respective websites.
- 1.2.5. Provide County with their Disaster Recovery Plan.

**2. System Features**

**2.1. The System provided by Contractor shall include:**

- 2.1.1. Authoring and Administrative Control
- 2.1.2. Content Delivery Network (CDN)
- 2.1.3. Intelligent Site Search
- 2.1.4. Mobile Management Digital Service Delivery Security features and Scheduled Granicus Release Updates

**2.1.5. Integrations**

- 2.1.5.1. As scoped, CMS integrations include SAML 2.0
- 2.1.5.2. Embeds and iFrames of other tools are included by default, and the implementation of these will be part of standard training and support

- 2.1.5.3. Additional integrations through ESRI or ArcGIS are possible, and are included based on selected CX widgets
- 2.1.5.4. Granicus will also provide available documentation on the CMS open API for all other integrations
- 2.1.5.5. **Integrations include:**
  - 2.1.5.5.1. Google Analytics, Google Maps, and Tag Manager
  - 2.1.5.5.2. GIS Maps
  - 2.1.5.5.3. ONSOLVE Code Red: branded as OakAlert
  - 2.1.5.5.4. LaserFiche (Webforms)
  - 2.1.5.5.5. Form Assembly
  - 2.1.5.5.6. WordPress
  - 2.1.5.5.7. LivePerson
  - 2.1.5.5.8. Siteimprove
  - 2.1.5.5.9. Microsoft 365

**2.2. Reports and Analytics. The Reports and Analytics provided by Contractor shall include:**

**2.2.1. Reports**

- 2.2.1.1. The proposed CMS, govAccess, has built-in reporting capabilities, and Oakland County will also be able to run any of their own reporting based on any information collected by the CMS
- 2.2.1.2. Oakland County will have ownership over the data collected by the CMS

**2.2.2. Analytics**

- 2.2.2.1. The proposed CMS, govAccess, has built in analytics as well as out of the box integrations (i.e. Google Analytics in the case of the website) to pull data into the system
- 2.2.2.2. Any additional customization for County is not within scope, all current base system tools will be provided, and the County is allowed to use any third-party analytic tools

**2.3. Single Sign-On**

- 2.3.1. Single Sign-On implemented using SAML 2.0

**3. System Implementation**

Contractor shall use the steps described below to implement the System.

**3.1. Initial Planning as led by Contractor shall include:**

**3.1.1. Project Kick Off and Testing Scope Review**



- 3.1.1.1. Contractor's Project Manager shall conduct a conference call with County to initiate the various activities in the project
- 3.1.1.2. The Project Kick Off Meeting will define any critical business schedule or deployment considerations that might impact the project's timeline
- 3.1.2. **The kick off meeting** shall include, at a minimum, the following items for discussion:
  - 3.1.2.1. County to confirm the signed contract as authorization to proceed
  - 3.1.2.2. Identify points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines for Contractor to create the Project Communication Plan
  - 3.1.2.3. Introduce individuals from the County and Contractor who will be performing the work and review roles and responsibilities
  - 3.1.2.4. Review a draft implementation Project Plan provided by Contractor
  - 3.1.2.5. Review this Scope of Services
  - 3.1.2.6. Discuss a tentative timeline for the project
  - 3.1.2.7. Identify the information transfer process for data that should remain restricted or confidential
  - 3.1.2.8. Discuss the Project Management methods and tools that will be used for project delivery and implementation
  - 3.1.2.9. Contractor will use a project management software internally to assign tickets and track progress. Updates on the progress will be provided to the County team regularly by the project manager through status meetings and emails, at a cadence approved by both Contractor and County.
- 3.1.3. **County and Contractor will:**
  - 3.1.3.1. Review the initial project work plan, schedule, and Communications Plan
  - 3.1.3.2. County and Contractor will refine detailed project plans, schedules, deployment and training strategies, and begin to refine full project planning

### **3.2. Contractor Change Management – Initial Process:**

- 3.2.1. If it is discovered during the kick-off meeting that modifications to the Scope of Services are required, the Parties will review the Scope of Services and make agreed upon changes through an amendment to the Contract
- 3.2.2. If Contractor personnel changes are necessary (or if an assignee leaves the company), Contractor will work directly with the County to appoint another qualified, mutually



agreed upon person to fill the position

- 3.2.3. Contractor will work directly with the County to develop approved processes and procedures to address reporting, meeting attendance, communication requirements, and change control, including review processes for support requests and change requests as part of the implementation process and after go-live

### **3.3. Information Gathering:**

- 3.3.1. Contractor will communicate with County to obtain all necessary information to successfully implement the System. The Information Gathering Phase will define the functional and technical requirements for implementation of the project. This shall include identifying:
  - 3.3.1.1. The integrations required with other systems operated by County, including which data must be integrated into the System
  - 3.3.1.2. Contractor will compile data in a variety of ways including heat map analysis, web analytics, a community and stakeholder survey, and user testing of the current site as appropriate. Based on the analysis of this data, Contractor will provide the County with a Site Usability report.
  - 3.3.1.3. Contractor will provide three initial homepage wireframe options
  - 3.3.1.4. Contractor and County will collaborate to create a final homepage wireframe
    - 3.3.1.4.1. **County shall** provide approval and sign off as required before the homepage wireframe is considered materially complete
  - 3.3.1.5. Contractor will consult with County to identify required system configuration for content management workflow

### **3.4. Project Documentation Deliverables:**

- 3.4.1. Contractor shall provide County with documentation to keep the County informed about project status and assists the County in completing County deliverables:
  - 3.4.1.1. A project timeline, which will be updated as needed
  - 3.4.1.2. Project Management Reports at agreed upon intervals (e.g. weekly) that summarize the work completed by Contractor. These reports will be used to measure the efficiency, progress, performance, and quality of the System.
  - 3.4.1.3. Sitemap of the current website
  - 3.4.1.4. Proposed sitemap for the new website
  - 3.4.1.5. Annotated sitemap following content migration

- 3.4.1.6. A detailed Task Checklist that the County and Contractor need to perform to implement the System
- 3.4.1.7. A User Acceptance Guideline that will be used for acceptance of the System and integration prior to the launch of the website
- 3.4.1.8. A Closeout Notification email that provides contact information for Technical Support
- 3.4.2. Deliverable Acceptance
  - 3.4.2.1. County shall:**
    - 3.4.2.1.1. After receipt of each of the following Deliverables: Task Checklist, Homepage Wireframe, Graphic Design, and Proposed Sitemap, County shall have ten (10) business days to review the Deliverable and notify Contractor if it is acceptable
    - 3.4.2.1.2. If the Deliverable requires modifications, County shall provide Contractor with a written list of the sections in the Deliverable that need to be modified
    - 3.4.2.1.3. Upon receipt of the revised Deliverables from the Contractor, County shall have ten (10) business days to review the Deliverable and notify Contractor if the Deliverable is acceptable. This process will continue until County provides written notice that each individual Deliverable is acceptable.

### **3.5. Contractor Led Design:**

- 3.5.1. This stage is highly collaborative and will include discussions between Contractor and County on the best practices for improvement based on the research gathered in phase one
- 3.5.2. **Contractor shall** provide the following Deliverables:
  - 3.5.2.1. Mood board (visual story board)
  - 3.5.2.2. Graphic design composition-approval and signed off document of graphic design
  - 3.5.2.3. Style guide (provided after User Acceptance Testing)
  - 3.5.2.4. Contractor and County shall work together to ensure the method that will be used by County to report project related support issues to Contractor

### **3.5.3. County shall:**

- 3.5.3.1. Upon receipt of the Deliverables identified in 3.5.2, County shall have ten (10) business days to review the Deliverables and notify Contractor if the Deliverables are acceptable. This process will continue until County provides written notice that each individual Deliverable is acceptable.

### **3.6. Site Development:**

This phase has two primary components: technical programming of the site and finalization of content. While Contractor developers are building the site, Contractor content strategists will work with the County to finalize the site map and begin content creation and migration.

#### **3.6.1. Contractor shall:**

- 3.6.1.1. Migrate 2700 web pages included as part of the scoped implementation costs
- 3.6.1.2. One (1) web page is defined as one unique URL that contains static content
- 3.6.1.3. Dynamic web pages, such as news lists and calendars, are counted based on the number of individual posts or events to be migrated. Granicus Content Migration team will evaluate the content of each individual item. If the level of effort to migrate is less than an average page it will not be counted as a page 1:1. The level of effort is calculated based on time required.
- 3.6.1.4. Pages that contain archives of content such as file archives or photo galleries count as one page for each 20 pieces of content
- 3.6.1.5. Provide County with a sitemap of the current website
- 3.6.1.6. Provide a proposed sitemap for future website
- 3.6.1.7. Provide County with an annotated sitemap following the completion of content migration

#### **3.6.2. County shall:**

- 3.6.2.1. Provide a list of users to be configured in the system
- 3.6.2.2. Review current sitemap and be responsible for identifying and adding any missing pages
- 3.6.2.3. Identify pages to be migrated by Contractor using the proposed sitemap
- 3.6.2.4. Review and approve proposed sitemap and perform any desired revisions:
  - 3.6.2.4.1. Upon receipt of the sitemap, County shall have ten (10) business days to review the sitemap and notify Contractor if the sitemap is acceptable. This process will continue until County provides written notice that the sitemap is acceptable.

### **3.7. Testing, Training, Configuration, and Launch**

#### **3.7.1. Testing - Contractor shall:**

- 3.7.1.1. Complete two rounds of quality assurance testing, and will hand the site over to

the County's team in a staging environment for User Acceptance Testing ("UAT").  
UAT period will be no less than two (2) weeks and final duration will be  
determined in collaboration between Contractor and County

- 3.7.1.2. Provide initial setup and configuration of user profiles in accordance with the County's workflow configuration preferences
- 3.7.1.3. Provide guidance and documentation to County for User Acceptance Testing as outlined in 3.10.1.1
- 3.7.1.4. Review content migration notes taken by Contractor content migration team during migration and site mapping with the County
- 3.7.1.5. Fine tune and adjust for unique departmental configurations as identified during site map build out and content migration, and support of County built interfaces and processes
- 3.7.1.6. Remediate any bug reports reported by County

**3.7.2. Training – Contractor Shall:**

- 3.7.2.1. Provide Training consisting of up to five individual two to three-hour sessions conducted via remote meeting service
- 3.7.2.2. Provide client with DNS instructions for launching the website

**3.7.3. Launch – Contractor Shall:**

- 3.7.3.1. Perform End-to-End Testing of the installed System within a minimum of one (1) week prior to Go Live
- 3.7.3.2. Schedule date of implementation on a date mutually agreed upon by both Contractor and County, and must be scheduled at least two weeks in advance

**3.7.4. County shall:**

- 3.7.4.1. Undergo training on the system
- 3.7.4.2. Review annotated sitemap and be responsible for completing any action items identified by Contractor
- 3.7.4.3. Complete any additional content migration not identified for migration in the proposed sitemap
- 3.7.4.4. Make any desired changes to content on the website prior to launch
- 3.7.4.5. Conduct User Acceptance Testing and provide bug reports to Contractor

**3.8. Implementation:**

**3.8.1. Contractor shall:**

- 3.8.1.1. During kickoff and the project, Contractor will share all support documentation,

which includes necessary documentation on how to use and configure the system after launch. After launch, Contractor will make all support documentation available via support.granicus.com and through Contractor Support Department channels on request.

- 3.8.1.2. Provide County with a production environment for User Acceptance Testing and content updates prior to launch
- 3.8.1.3. Provide guidance and training on how to make design changes. Additionally, design change tutorials and support articles will be provided during Implementation.

**3.8.2. County shall:**

- 3.8.2.1. Perform DNS updates to launch website

**3.9. Training Plan:**

**3.9.1. Contractor shall:**

- 3.9.1.1. Provide County with training that includes role-based approach to educating users of the Contractor's system, as well as training on best practices for the web
- 3.9.1.2. Provide virtual training that will occur throughout the implementation process, with appropriate staff (as identified by the County) joining recorded sessions. Recordings, and documentation on the information covered, will be made available to the County.
- 3.9.1.3. Provide training that shall cover all functions and features of the System. Training sessions will be setup to the user roles applicable for the County, and applicable for the functionality required within the CMS.
- 3.9.1.4. Provide training materials shall be provided in Adobe PDF, MSWord format and any other format as agreed upon by County. The training materials will be updated by Contractor to include any changes made to the System specific to the County. All System support materials are provided online via support.granicus.com.
- 3.9.2. Provide Ongoing training available through step-by-step tutorial videos which provide a quick overview of features and tools. Online Reference Material will be made available throughout the System to help guide users through self-paced learning. Ongoing online training after Implementation is defined as up to two web hosted trainings per year.

**3.9.3. County shall:**

- 3.9.3.1. Provide the complete list of users to attend training at least two (2) weeks prior to the scheduled training date

### **3.10. User Acceptance Testing**

#### **3.10.1. Contractor shall:**

- 3.10.1.1. Meet with County to review the status of the system implementation and review the User Acceptance Test Guidelines. User testing is a part of the standard implementation and will be discussed during the planning meeting
- 3.10.1.2. First address any issues that relate to requirements identified in this document
- 3.10.1.3. Contractor will review all support requests submitted by County during the quality assurance testing to ensure all issues identified as System bugs are addressed
- 3.10.1.4. Meet with County to ensure that User Acceptance Testing is completed

#### **3.10.2. County shall:**

- 3.10.2.1. Conduct User Acceptance Testing
- 3.10.2.2. Complete all User Acceptance Testing reviews at least three (3) weeks prior to launch
- 3.10.2.3. Meet with Contractor to review the status of the System Implementation and review the User Acceptance Test Plans

### **3.11. Post-Implementation:**

#### **3.11.1. Contractor shall:**

- 3.11.1.1. Monitor the issues reported by County
- 3.11.1.2. Have conference calls with County as necessary to resolve outstanding issues
- 3.11.1.3. Oakland County will be assigned a dedicated success representative to do ongoing reviews

#### **3.11.2. County shall:**

- 3.11.2.1. Report any additional issues as soon as identified but no more than two weeks following launch

### **3.12. Integration Framework and Testing:**

- 3.12.1. Contractor shall Migrate data to the System from the legacy databases prior to the Go-live date

- 3.12.2. County shall review the data to ensure it migrated accurately, by utilizing Contractor run test reports to verify if the data from the legacy databases is migrating correct

#### 4. PRICING.

##### One-time Costs

Cost Description	Billing	Total Cost
<b>Website Redesign with Content Management System</b>		
Implementation/Professional Services Includes all costs to ensure the solution is fully installed and functional for Oakland County.  Note: This must include the migration of approximately 2,700 pages, including documents and images, from the County's current site to the new site	Milestones - 40/20/20/20	\$96,425
Granicus govAccess CMS Implementation		\$0
SAML 2.0 Integration	Upon Delivery	\$4,000
Granicus Developer's Toolkit Setup and Configuration	Upon Delivery	\$2,400
CMS User & Technical Training (remote and online)		\$0
Training documentation and User Guides		\$0
Additional User Training (per hour, after the included technical training concludes) • This can include additional technical training or role specific training outside of the standard offering	Upon Delivery	\$200
Content Strategy and Accessibility Training	Upon Delivery	\$5,000
<b>Website Redesign with Content Management System Total</b>		<b>\$108,825</b>
Additional Content Migration (per 100 pages)	Upon Delivery	\$2,500

##### Recurring Support and Maintenance Costs for CMS

Description	Total Cost
Year 1: Content Management System Software Support & Maintenance	\$30,709
Year 2: Content Management System Software Support & Maintenance	\$31,630
Year 3: Content Management System Software Support & Maintenance	\$32,579



## 5. PAYMENT

- 5.1. **County shall** provide payment upon receipt of invoices. Invoices shall be sent as detailed in Section 4. Pricing.
- 5.2. Items denoted as Milestones - 40/20/20/20 shall be paid as follows:
  - 5.2.1. An initial payment equal to 40% of the contract total will be invoiced upon contract signing
  - 5.2.2. A payment equal to 20% of the contract total will be invoiced upon Contractor's delivery of the draft homepage design concepts to the client (3.5.2.2 Graphic Design Composition)
  - 5.2.3. A payment equal to 20% of the contract total shall be invoiced upon implementation of the main website into a Contractor-hosted development server (3.8.1.2 Contractor developers will hand the site over to the County's team in a staging environment)
  - 5.2.4. A payment equal to 20% of the contract total shall be invoiced upon completion (3.12 Deployment and Post Implementation); provided that the County has completed training (3.10 Training Plan). If the County has not completed training, then Contractor shall invoice the County at the earlier of: completion of training or 21 days after completion.
- 5.3. Contractor shall provide an invoice for Year 1 Support and Maintenance beginning upon the Effective Date of the Agreement, and annually thereafter for Year 2 and Year 3

## 6. ROLES AND RESPONSIBILITIES

### 6.1. Contractor Responsibilities:

- 6.1.1. Contractor will be responsible for providing the services and deliverables outlined in this document
- 6.1.2. Contractor shall have appropriate staff available during conference calls

### 6.2. County shall:

- 6.2.1. Have County personnel available during regular business hours to assist in the System implementation
- 6.2.2. Ensure that the computers and tablets meet the minimum hardware specifications and have the necessary software installed
- 6.2.3. Ensure that the computers and tablets are properly licensed, and the browsers are properly configured

- 6.2.4. Ensure that any ancillary access devices such as signature pads, printers and Wi-Fi cameras are configured

## **7. Service Level Commitment & Support Deliverables**

### **7.1. Contractor shall provide County with:**

- 7.1.1. Contractor will provide guidance and training on how to make design changes. Additionally, design change tutorials and support articles will be provided during Implementation.
- 7.1.2. A live person to telephone support; Help desk support is available for administrators and customers of the System. Regular support is available during business hours, Monday through Friday 8:00 am to 10:00 pm ET.
- 7.1.3. Monitored email support
- 7.1.4. Emergency support is available 24/7
- 7.1.5. Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Contractor represents an up-time guarantee of 99.9% per calendar quarter for its hosted services.
- 7.1.6. Notification for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Contractor
- 7.1.7. Ongoing security patches and system health check
- 7.1.8. Meet response times associated with service-related incidents
- 7.1.9. Notification to County at least three days prior to all scheduled maintenance
- 7.1.10. Provide a target service availability of 99.9%
- 7.1.11. A Site Outage is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by the Contractor utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.
- 7.1.12. Site Outage does not include Downtime that falls into one or several of the exclusions below:
  - 7.1.12.1. Scheduled or routine maintenance
  - 7.1.12.2. Caused by force majeure (which shall include any circumstances beyond the Contractor's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
  - 7.1.12.3. The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
  - 7.1.12.4. The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances.

Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

- 7.1.12.5. For govAccess, Contractor is not responsible for errors associated with denial-of-service attacks, distributed denial of service attacks, or customer DNS.

## **7.2. County shall:**

- 7.2.1. Have a representative available to communicate with Contractor when Contractor is working to resolve a service-related incident or request; and
- 7.2.2. Isolate and rectify technical faults within their own Network infrastructure, equipment, and software

## **8. Service Management**

### **8.1. Planned Service Outage Notifications**

- 8.1.1. Routine maintenance is performed for govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.
- 8.1.2. This is a planned service outage to conduct necessary maintenance and upgrades to software and any released non-critical updates (e.g. Microsoft windows patches). Contractor will notify the County at least three days before any planned service outages.
- 8.1.3. In circumstances where an emergency service outage is required, the Contractor reserves the right to undertake the service outage without notice. In such cases, the Contractor will endeavor to notify the County prior to any service outage. An example of such case is where a third party has released a security patch that is a critical security concern to be applied as soon as possible.
- 8.1.4. Notifications and additional scheduled maintenance will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

### **8.2. Service Availability**

- 8.2.1. Telephone support: 24 hours a day / 7 day a week for all urgent / critical issues via a dedicated customer success advocate, who will be assigned upon launch of the site.
- 8.2.2. Telephone support during business hours for govAccess can be reached by calling 1-800-314-0147.
- 8.2.3. Email support for non-urgent / critical issues to support@granicus.com.

### 8.3. Service Credits

8.3.1. Any credit provided within this Contractor Scope of Services will be referred to as a Service Credit. The Service Credit shall be applied as a credit to the County's next renewal term for the customer's affected Contractor Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.

8.3.2. Service Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire CMS, or customer facing site. In no event shall any credit for a calendar quarter exceed the seven (7) days of Service Credit. Contractor shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.

8.3.3. Per calendar quarter, Contractor will provide Service Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Service Credit (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit
96.9% or less	7 days credit

### 8.4. Service Requests

8.4.1. Contractor will respond to service-related incidents and/or requests submitted by the County within the following time frames:

Severity Level	Description	Examples	Initial Customer Response Time
<b>Level 1</b>	<b>Emergency.</b> Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> <li>govAccess website is unreachable by public users</li> </ul>	Within one (1) hour of notification by the customer of occurrence
<b>Level 2</b>	<b>Severely Impaired.</b> Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround	<ul style="list-style-type: none"> <li>govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers</li> </ul>	Within four (4) hours of notification by the customer of occurrence

	is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> <li>govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires debugging of programming code</li> </ul>	
<b>Level 3</b>	<b>Impaired.</b> Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>govDelivery system not connecting to social media, single customer app/feature help, or database requests</li> <li>govAccess website works but there are problems with presentation</li> </ul>	Within one (1) business day of notification by the customer of occurrence
<b>Level 4</b>	<b>Low Impact.</b> Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> <li>Programmatic change to back-end or front-end to improve efficiency</li> <li>Distribution of all patches and upgrades</li> </ul>	Within three (3) business days of notification of customer of occurrence

8.4.2. Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Contractor shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

### 8.5. Data Backup and Recovery

- 8.5.1. Contractor is responsible for all data backups, hosted in the cloud and require data replication
- 8.5.2. System Recovery Time Objective (RTO) is 90-minutes and 15-minutes for Recovery Point Objectives (RPO). Refer to the Service Level Agreement outlined in Section 7.0 above.
- 8.5.3. Contractor does not initiate any purge process, County controls and initiates via the System tools.

### 8.6. Data System Security and Compliance

- 8.6.1. Contractor shall provide the annual licensing and maintenance plan that includes hosting the website in a Tier III data center which also covers Distributed Denial of Service (DDoS) mitigation techniques, guaranteed up-time of more than 99.9%, a content delivery network (CDN), redundant ISP providers, back-up power and redundant generators in addition to state-of-the-art firewall protection. Security and network teams maintain FedRAMP authorization standards, data failovers,

- virtualized environments, F5 load balancers, 90-minute recovery time objective (RTO) and 30-minute recovery point objectives (RPO).
- 8.6.2. The System will store sensitive data in a format that is encrypted and hashed. The application uses HTTPS with additional encryption standard web encryption for the site interactions and transactions. The content delivery network (CDN) included in our proposal will cover the implementation of SSL certificates at no additional cost.
  - 8.6.3. All data-at-rest will be encrypted with AES 256-bit encryption. In addition, security profiles are utilized within the System to restrict unauthorized users from accessing sensitive information.
  - 8.6.4. In addition to the above listed security measures, Contractor will use IPS 140-2 encryption, adheres to ISO27001 information security standards, complies with NIST 800-53 for all communications (so that we are able to work with federal information systems), CMS Exchange MARS-E V2.0, Consumer privacy guidelines, and voluntary reports through independent auditors like SOC2 (SSAE16)
  - 8.6.5. The new County website will be WCAG 2.1 level AA compliant, and the Contractor will provide an accessibility report will be provided to the County before go-live. Content created by the County will be the responsibility of the County.

## **8.7. Data Systems Architecture**

- 8.7.1. Contractor will provide site backups (daily incremental, monthly full) at the data center level, content/back up redundancy, load balancing and disaster recovery. The System includes auto-save and archive tools (with commenting), in addition to multi-stage workflow (6 levels with multiple approvers at each level) for collaboration, preview and approval.
- 8.7.2. Contractor platform is built upon .NET Core using MS-SQL. Common languages include HTML5, CSS3, Bootstrap (responsive), JavaScript, and jQuery among other smaller libraries. The overall architecture also includes F5 load balancers, a virtualized environment and redundant data centers in addition to a content delivery network (CDN) powered by Akamai.

## **Scope of Deliverables for Renewal of govDelivery Communications Cloud**

### **1. Introduction**

**1.1.** Granicus LLC (“Contractor”) shall provide Oakland County (“County”) with access to and licensing for GovDelivery Communications Cloud (the “System”), which is a SaaS Cloud solution that includes the Granicus Network (a citizen subscriber network) and the Granicus Platform (a communications platform).

1.1.1. The System will allow the continuance of the current County content which has been provided by Granicus and will use up-to-date technology in a secure environment.

**1.2.** Contractor shall:

- 1.2.1. Provide subscription services for the System and SMS services as described herein.
- 1.2.2. Provide Support services described herein.

### **2. System Features**

**2.1.** The Granicus Network will allow the County to cross-promote their subscription content on the websites of other similar government organizations that subscribe to the Granicus Network.

2.1.1. The Granicus Network provides citizens the opportunity to sign up for updates from multiple government organizations the first time they register as a subscriber (“Subscriber(s)”). Subscribers to County email alerts can view and subscribe to content across bureaus of one government agency, or several agencies within the same industry or who cater to the same audience.

2.1.2. The Granicus Network will automatically populate the agencies that the County is associated with, based on a wide variety of characteristics, including location, compatibility, and more.

**2.2.** Granicus’s Platform enables government organizations to connect with more people. The Platform shall have the features described below:

2.2.1. Multi-Channel Delivery. The Platform will allow the County to utilize several different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences. The County will have access to a Client Success Consultant.

2.2.2. Subscriber Capture and Email: The Platform will have a fully customizable signup and email templates, which adopts the County’s look and feel, ensuring seamless integration with the County’s website.

2.2.3. The Platform will have robust reporting capabilities that will give the County access to thorough metrics and analytics. Additionally, the Platform has industry-leading delivery standards and manages/reports on all bounces (an email message that gets rejected by a mail server).



#### 2.2.4. Manual Alerts

2.2.4.1. County can choose to manually send alerts to Subscribers at any time for topics where County prefers to retain additional control over the message content (i.e., prefers not to automatically send out what is already published to the website or wants to create email-specific content).

2.2.5. Subscribers can receive their alerts depending on their preferences (instant, daily, weekly, or monthly). These preferences can be overridden by County administrators in the case of urgent alerts or emergencies.

### 2.3. The System will include:

2.3.1. Unlimited Subscribers

2.3.2. Unlimited ability to upload and migrate existing email lists

2.3.3. SMS messages from a short code in the U.S. (international numbers not supported)

2.3.4. Unlimited active System administrators

2.3.5. Unlimited subscription topics

2.3.6. Double Opt-in option requiring a user to verify their email address and confirm interest

2.3.7. RSS option allowing users and applications to access updates to websites in a standardized, computer-readable format

2.3.8. Analytics and reporting including subscription numbers by topic, email clicks, opens, and delivery information

2.3.9. Email personalization

2.3.10. Unlimited access to web-based recorded trainings on Standard Messaging, the Granicus Network, Automation, Mobile, and Analytics

2.3.11. Access to a complete archive of all data created by the County for 18 months (rolling)

2.3.12. Access to up to 2 web-hosted trainings per year

2.3.13. 24/7 system monitoring, email and phone support during business hours, auto response to inbound messages from end Users, and emergency support

### 3. Services to Cities, Villages and Townships in Oakland County

**3.1.** The services described in this Scope of Deliverables Exhibit will also continue to be made available by Contractor to the County's cities, villages, and townships (CVT's), including its fire and public safety departments, without additional charges or fees to County or CVTs.

**3.2.** County will be responsible for all training and daily maintenance/contact with these CVTs/communities.

**3.3.** "Users" will refer to Subscribers, County, and CVT's

### 4. Service Level Commitment & Support Deliverables

#### 4.1. Contractor shall provide County with:

- 4.1.1. A live person to telephone support; Help desk support is available for administrators and customers of the System. Regular support is available during business hours, Monday through Friday 8:00 am to 10:00 pm ET.
- 4.1.2. Monitored email support
- 4.1.3. Emergency support is available 24/7
- 4.1.4. Availability is defined as the ability of Users to access the Granicus Solutions services via the internet. Contractor represents an up-time guarantee of 99.9% per calendar quarter for its hosted services.
- 4.1.5. Notification for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Contractor.
- 4.1.6. Ongoing security patches and system health check.
- 4.1.7. Meet response times associated with service-related incidents.
- 4.1.8. Notification to County at least three days prior to all scheduled maintenance.
- 4.1.9. Provide a target service availability of 99.9%.
- 4.1.10. A Site Outage is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by the Contractor utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.
- 4.1.11. Site Outage does not include Downtime that falls into one or several of the exclusions below:
  - 4.1.11.1. Scheduled or routine maintenance
  - 4.1.11.2. Caused by force majeure (which shall include any circumstances beyond the Contractor's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
  - 4.1.11.3. The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
  - 4.1.11.4. The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances. Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

## **5. Service Management**

### **5.1. Planned System Service Outage Notifications**

- 5.1.1. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes.
- 5.1.2. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not exceed twenty (20) hours.
- 5.1.3. This is a planned service outage to conduct necessary maintenance and upgrades to software and any released non-critical updates (e.g. Microsoft windows patches). Contractor will notify the County at least three business days before any planned service outages.
- 5.1.4. In circumstances where an emergency service outage is required, the Contractor reserves the right to undertake the service outage without notice. In such cases, the Contractor will endeavor to notify the County prior to any service outage. An example of such case is where a third party has released a security patch that is a critical security concern to be applied as soon as possible.
- 5.1.5. Notifications and additional scheduled maintenance will be posted on [status.granicusops.com](https://status.granicusops.com). Email notifications for these products can be subscribed to from that page.

**5.2. Service Availability** Telephone support: 24 hours a day / 7 day a week for all urgent / critical issues via a dedicated customer success advocate.

- 5.2.1. Telephone support during business hours for govDelivery can be reached by calling 1-800-439-1420.
- 5.2.2. Email support for non-urgent / critical issues to [subscriberhelp@granicus.com](mailto:subscriberhelp@granicus.com).

**5.3. Service Credits**

- 5.3.1. Any credit provided within this Contractor Scope of Services will be referred to as a Service Credit. The Service Credit shall be applied as a credit to the County's next renewal term for the customer's affected Contractor Product and will be added to the end of the then-current period of performance and shall be provided upon the customer's request.
- 5.3.2. Service Credit is available solely to the extent Unscheduled Downtime created unavailability of the entire System. In no event shall any credit for a calendar quarter exceed the seven (7) days of Service Credit. Contractor shall have the ability to determine at its reasonable discretion whether Unscheduled Downtime has occurred.
- 5.3.3. Per calendar quarter, Contractor will provide Service Credit as follows:

Outage per Quarter (Unless Otherwise Specified Below)	Amount of Service Credit (Unless Otherwise Specified Below)
>99.9%	No Outage Credit
99.8-98.0%	1 day credit
97.9-97.0%	3 days credit

96.9% or less	7 days credit
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#### 5.4. Service Requests

5.4.1. Contractor will respond to service-related incidents and/or requests submitted by the County within the following time frames:

Severity Level	Description	Examples	Initial Customer Response Time
<b>Level 1</b>	<b>Emergency.</b> Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none"> <li>govDelivery's admin.govdelivery.com is down or all sending is significantly delayed</li> </ul>	Within one (1) hour of notification by the customer of occurrence
<b>Level 2</b>	<b>Severely Impaired.</b> Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none"> <li>govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers</li> </ul>	Within four (4) hours of notification by the customer of occurrence
<b>Level 3</b>	<b>Impaired.</b> Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> <li>govDelivery system not connecting to social media, single customer app/feature help, or database requests</li> </ul>	Within one (1) business day of notification by the customer of occurrence
<b>Level 4</b>	<b>Low Impact.</b> Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> <li>Programmatic change to back-end or front-end to improve efficiency</li> <li>Distribution of all patches and upgrades</li> </ul>	Within three (3) business days of notification of customer of occurrence

5.4.2. Resolution time will be based on the service or support request and regular follow-ups will be communicated with the customer on final resolution. Contractor shall use commercially reasonable efforts to resolve errors affecting non-essential components of Granicus Solutions, or errors that can be reasonably circumvented, but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

#### 5.5. Data Backup and Recovery

5.5.1. Contractor is responsible for all data backups, hosted in the cloud and require data replication.

5.5.2. Recovery Time Objective (RTO) is 90-minutes and 15-minutes for Recovery Point Objectives (RPO). Refer to the Service Level Agreement outlined in Section 7.0 above.

5.5.3. Contractor does not initiate any purge process, County controls and initiates via the System tools.

## 5.6. Data System Security and Compliance

5.6.1. The annual licensing and maintenance plan includes hosting the website in a Tier III data center which also covers Distributed Denial of Service (DDoS) mitigation techniques, guaranteed up-time of more than 99.9%, a content delivery network (CDN), redundant ISP providers, back-up power and redundant generators in addition to state-of-the-art firewall protection. Security and network teams maintain FedRAMP authorization standards, data fail-overs, virtualized environments, F5 load balancers, 90-minute recovery time objective (RTO) and 30-minute recovery point objectives (RPO).

5.6.2. The System stores sensitive data in a format that is encrypted and hashed. The application uses HTTPS with additional encryption standard web encryption for the site interactions and transactions.

5.6.3. All data-at-rest is encrypted with AES 256-bit encryption. In addition, security profiles are utilized within the System to restrict unauthorized Users from accessing sensitive information.

5.6.4. In addition to the above listed security measures, Granicus also uses IPS 140-2 encryption, adheres to ISO27001 information security standards, complies with NIST 800-53 for all communications (so that we can work with federal information systems), CMS Exchange MARS-E V2.0, Consumer privacy guidelines, and voluntary reports through independent auditors like SOC2 (SSAE16).

## 5.7. Data Systems Architecture

5.7.1. Contractor to provide site backups (daily incremental, monthly full) at the data center level, content/back up redundancy, load balancing and disaster recovery. The System includes auto-save and archive tools (with commenting), in addition to multi-stage workflow (6 levels with multiple approvers at each level) for collaboration, preview and approval.

5.7.2. Contractor platform is built with Ruby on Rails hosted on Apache webserver. Common languages include HTML5, CSS3, Bootstrap (responsive), JavaScript, and jQuery among other smaller libraries. The overall architecture also includes F5 load balancers, a virtualized environment, and redundant data centers.

## 6. Pricing

### 6.1. Recurring Support and Maintenance Costs – GovDelivery Communications Cloud

Description	Total Cost
Year 1: GovDelivery Communications Cloud with 100,000 SMS	\$143,388
Year 1: GovDelivery Additional SMS (3,000,000 existing)	\$44,550
<b>Total Year 1</b>	<b>\$187,938</b>

Year 2: GovDelivery Communications Cloud with 100,000 SMS	\$147,689
Year 2: GovDelivery Additional SMS (3,000,000 existing)	\$45,885
<b>Total Year 2</b>	<b>\$193,574</b>
Year 3: GovDelivery Communications Cloud with 100,000 SMS	\$152,119
Year 3: GovDelivery Additional SMS (3,000,000 existing)	\$47,260
<b>Total Year 3</b>	<b>\$199,379</b>

Below is pricing table for additional SMS Text Messages if overages occur:

Additional 250,000 SMS Text increments - \$5,000

Additional 500,000 SMS Text increments - \$10,000

Additional 1,000,000 SMS Text increments - \$14,850