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WKP

CONTRACT NUMBER: 009725

Event #: 005368

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$ 350,000.00	Effective Date: 08/01/2022	Expiration Date: 07/31/2025
Discount Payment Terms: NA		
Contract Description:	Telecom Invoice Management Services	
Contractor Address:	Contract Administrator	
COMMUNICATION BROKERS INC 437 44th Street SW Wyoming, MI 49548 VENDOR: 91376	Denise Booms-Pepin COMMUNICATION BROKERS INC dpepin@cbitelecom.com	
Buyer and Purchasing Information:	County Contract Administrator and Using Departments:	
Wendy Pucher OAKLAND COUNTY 2100 Pontiac Lake Rd Waterford MI 48328 248-858-0511 purchasing@oakgov.com	Mike Timm OAKLAND COUNTY INFORMATION TECHNOLOGY 1200 North Telegraph Road Bldg. 49W Pontiac MI 48341 timmmr@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: Denise Booms-Pepin
Denise Booms-Pepin (Aug 3, 2022 16:51 EDT)**FOR THE COUNTY:**SIGN: Michael R Timm
Michael R Timm (Aug 3, 2022 17:34 EDT)

Contract Administrator

SIGN: Scott N. Guzzy
Scott N. Guzzy (Aug 4, 2022 07:23 EDT)

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

cjs

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

- Section 1. **CONTRACT PURPOSE**
- Section 2. Contract Definitions
- Section 3. Contract Term and Renewal
- Section 4. Contract Administration and Amendments
- Section 5. Contract Termination
- Section 6. Scope of Deliverables and Financial/Payment Obligations
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Contractor Provided Insurance
- Section 10. Intellectual Property and Confidentiality
- Section 11. General Terms and Conditions

§1. CONTRACT PURPOSE

- 1.1. After a competitive bidding and selection process by County, Contractor was chosen to provide services, described more fully in the Scope of Services Exhibits, to County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein. A model Agreement to be used by PPBs is provided in Exhibit VII. Contractor may negotiate customized terms with the PPB at its own discretion. Contractor is under no obligation to provide services described in this Contract to a PPB if the Parties are not able to agree on customized terms.
- 1.2. County shall not be a party to a contract between Contractor and a PPB. County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 1.3. 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.
- 1.4. County shall place this Contract and any amendments to it, on its G2G MarketPlace Website. County will provide the following information on its G2G MarketPlace website:
 - 1.4.1. Identify Contractor on its G2G MarketPlace Website, this Contract and amendments, if applicable, and a summary of the services.
 - 1.4.2. State that the Contract was the result of a competitive bidding process.
 - 1.4.3. Provide Contractor's phone and email address for inquiries.
 - 1.4.4. Acknowledge that County and the PPB will receive a benefit from purchases subject to this Contract.

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- 1.4.5. Provide a County contact 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.
- 1.5. Contractor shall provide the following information to County and shall update the information timely whenever changes occur.
 - 1.5.1. Description of Contractor's services and products, contact information, and training opportunities for County to place on the G2G MarketPlace Website.
 - 1.5.2. Every four months 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.
 - 1.5.3. 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.
- 1.6. 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 provide County and PPBs the price reductions described in a later section.

§2. 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:

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 2.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 2.3. **"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.
- 2.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.
- 2.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 2.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 2.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; 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

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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.

- 2.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- 2.8.1. Exhibit I: Contractor Insurance Requirements
 - 2.8.2. Exhibit II: Scope of Contractor Deliverables/Financial Obligations
 - 2.8.3. Exhibit V: Software License
 - 2.8.4. Exhibit VII: PPB Model Agreement
- 2.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 2.10. **“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.
- 2.11. **“County Data”** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data includes Confidential Information as defined in this Contract.
- 2.12. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 2.13. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in Exhibit II.
- 2.14. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 2.15. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.16. **“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>.
- 2.17. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 2.18. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 2.19. **“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. “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.

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- 2.20. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.21. **“Proprietary Information”** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 2.22. **“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.
- 2.23. **“Purchasing”** means the Purchasing Division of Oakland County.

§3. CONTRACT TERM AND RENEWAL

- 3.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 3.2. **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.
- 3.3. **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.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **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.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 4.3. **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 in Exhibit II and their duties shall be set forth in Exhibit II. Unless otherwise stated in Exhibit II, the County’s Project Manager has no authority to amend this Contract.
- 4.4. **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.
- 4.5. **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.

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- 4.6. **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.
- 4.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 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 shall not change the terms and conditions of this Contract.

§5. CONTRACT TERMINATION

- 5.1. **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:
- 5.1.1. **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 criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **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.
- 5.2. **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 breaches any duty or obligation contained herein and within such notice period has failed or has not 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.
- 5.3. **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. Under no 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.

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- 5.4. **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, property, and County Data 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 terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, 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.
- §6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit II, any Purchase Orders, or any Amendments to this Contract.
- 6.2. **Software License.** If this Contract includes a Software License as described in Exhibit V, then the Parties shall follow the terms and conditions therein.
- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit II. The amount and manner of payment of the financial obligation shall be set forth in Exhibit II or a Purchase Order.
- 6.4. **Payment Obligations.** Except as otherwise set forth in Exhibit II, 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. 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); and (e) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 6.5. **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 at least ten (10) Days before this event.
- 6.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.

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- 6.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 6.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 6.9. **County's G2G MarketPlace Administration.** Within ninety (90) days of the start of the second year of the Contract term, Contractor will provide the County with a check for an administrative fee. The administrative fee will correspond to three percent (3%) of the revenue Contractor has received from contracts it has entered into with PPBs who are receiving services from Contractor based on the G2G MarketPlace Contract. The administrative fee is solely applicable if Contractor enters into G2G MarketPlace contracts with PPBs and receives payments from the PPB for the services rendered. In no event shall the total annual administrative fee be greater than the annual total value of the services ordered by the County.

§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 policies and 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.**

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- 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 appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification 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. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.
- 7.7.7. **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 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.

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- 7.7.8. **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 are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers Contractor Employees and their dependents group health coverage that is affordable, that provides minimum essential coverage and value and 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.
- 7.8. **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.
- 7.9. **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.
- 7.10. **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.
- 7.11. **Taxes.**
- 7.11.1. **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.
- 7.11.2. **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.
- 7.12. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 7.13. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:

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- 7.13.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable, (b) be of good quality, (c) be fit for their ordinary purpose, (d) be adequately contained and packaged, and (e) conform to the specifications and descriptions contained in the Contract.
- 7.13.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 7.13.3. **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.
- 7.14. **Response to Legal Request for County Data.** If 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.

§8. LIABILITY

- 8.1. **Contractor Indemnification.** Contractor shall indemnify and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the 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.

- §9. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.

§10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 10.1. **Contractor Use of Confidential Information/County Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or County Data to any Contractor Employee not having a legitimate need to know the Confidential Information or County Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and County Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or County Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure, (b) provides reasonable assistance to the County in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information or County Data which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

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- 10.2. **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 any 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 copyrighted 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.
- 10.3. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks listed in Exhibit IV. Contractor shall only use the servicemarks as directed by the County. Contractor shall cease using County servicemarks upon expiration or termination of the Contract and may be requested to return any images of the servicemark retained by Contractor.
- 10.4. **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 and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County 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 in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure its Contractor Employees assign their rights and interests in County Intellectual Property to the County.
- 10.5. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 10.5.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 10.5.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall promptly notify County in the event of unauthorized access, disclosure, or theft of County Data. Contractor shall take commercially reasonable measures to address a security breach in a timely manner to secure County Data.
- 10.5.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.

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- 10.5.4. **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.

§11. GENERAL TERMS AND CONDITIONS

- 11.1. **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 of Facilities Management or successor, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 11.2. **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.
- 11.3. **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, 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.
- 11.4. **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 shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 11.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County 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.
- 11.6. **Damage to County 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.
- 11.7. **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 federal, state, or local laws or any requirements contained in this Contract. 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.
- 11.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the County of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.

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- 11.9. **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.
- 11.10. **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 County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 11.11. **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 reasonable access to such books and records, upon request.
- 11.12. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. 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.
- 11.13. **Assignments/Delegations/Subcontracts.**
- 11.13.1. **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 or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary 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.
- 11.13.2. **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.
- 11.13.3. **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.

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- 11.13.4. **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.
- 11.14. **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.
- 11.15. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, 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.
- 11.15.1. **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 2.** Contract Definitions, **Section 6.** Scope of Deliverables and Financial/Payment Obligations, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Contractor Provided Insurance, **Section 10.** Intellectual Property and Confidentiality, and **Section 11.** General Terms and Conditions.
- 11.16. **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.
- 11.17. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 11.18. **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.
- 11.19. **Notices.**
- 11.19.1. **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 receipt of confirmation, if sent by e-mail or fax.
- 11.19.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

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- 11.19.3. **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.
- 11.20. **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.
- 11.21. **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.
- 11.22. **Cumulative Remedies.** 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.
- 11.23. **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.
- 11.24. **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.
- 11.25. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. 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 50th 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.
- 11.26. **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 their own 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.

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) Independent Contractors; (f) 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 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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 \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages – As Needed

1. ☒ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
3. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☒ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☐ **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 name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. 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;
7. 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
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

Exhibit II:

Scope of Contractor Deliverables/Financial Obligations

1. Introduction

- 1.1.** Contractor shall provide County with TELECOMMUNICATIONS INVOICE MANAGEMENT SERVICES. The Global Telecom Expense Management Solutions (GTEM) Solutions ("Managed Service") will provide Oakland County with the functionality to process telecommunication invoices.
- 1.2.** Contractor shall:
 - 1.2.1. Implement the System and provide the deliverables described herein.
 - 1.2.2. Integrate the System with County's existing Workday systems.
 - 1.2.3. Provide virtual training if required.
 - 1.2.4. Implement the GTEM Solutions Bill Pay Service within 30 days after the Contract is executed.
 - 1.2.5. Provide County with their Disaster Recovery Plan.

2. MANAGED SERVICE FEATURES

The Managed Service provided by Contractor shall include all of the following:

2.1. Invoice Management

- 2.1.1. Ongoing monthly invoice capture and upload in TEM platform.
- 2.1.2. Monthly Invoice audit.
- 2.1.3. Verify Spend Variances
 - 2.1.3.1. Compare invoiced rate against contracted rate
 - 2.1.3.2. Verify billing against inactive locations
 - 2.1.3.3. Contractor to dispute variances through completion
- 2.1.4. Provide AP process and report

2.2. Allocation of Costs per County Business Rules and Cost Center structure

- 2.2.1. Use current DB structure
- 2.2.2. Perform Quarterly Rebill report

2.3. Collection and mapping of all contracts, rate tables into the TEM platform

- 2.3.1. Contract monitoring and notification in advance of expiration

2.4. Dispute management with all wireline and wireless vendors, through completion of each issue

- 2.4.1. Monthly calls with COUNTY stakeholders to review disputes and issues, based on COUNTY preference

2.5. Tracking of all cost savings/avoidance and credits from defined and verified COUNTY annualized baseline cost

2.6. Accounts, locations, and inventory templates mapped & maintained

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- 2.6.1. Inventory is regularly updated via your invoices to map your current infrastructure. This ensures an up-to-date inventory as the foundation to your TEM tool. Moves, Adds, Changes and Disconnects (MAC-D) performed outside the tool will not be recorded. COUNTY must provide details of performed MACDs to CBI CSM assigned

2.7. Portal Reporting Engine

- 2.7.1. Automated Report distributed monthly and quarterly
- 2.7.2. Ability to generate reports on:
 - 2.7.2.1. Dashboard Reporting
 - 2.7.2.2. Dispute Report
 - 2.7.2.3. Rebill Report
 - 2.7.2.4. Monthly Wireless Report
 - 2.7.2.5. Quarterly Rebill Report
 - 2.7.2.6. AIM360 Reporting Portal
 - 2.7.2.7. Trending reports

2.8. Integrate with other County systems

- 2.8.1. Standard configuration for GTEM Solutions
 - 2.8.1.1. Cost Center/GL structure
 - 2.8.1.2. Location Table
 - 2.8.1.3. AP table export
 - 2.8.1.4. HR Records
- 2.8.2. Implement Workday into existing GTEM Solutions instance
 - 2.8.2.1. Estimated date is 10-1-2022
 - 2.8.2.2. CBI will cover cost of implementation up to \$2,500

3. Bill Pay Services

3.1. Deliverables

- 3.1.1 Contractor will pay telecom vendors on County approved invoices
- 3.1.2 Contractor to supply service to all accounts within GTEM Solutions unless prior written notice is provided to the County
- 3.1.3 County will prefund a CONTRACTOR account prior to payment
- 3.1.4 Payments processed within 72 hours of deposit
- 3.1.5 Oakland County may choose the number of payment files per month, although it is recommended to be weekly
- 3.1.6 All transactions will be maintained within GTEM Solutions for tracking
- 3.1.7 Monthly reports will be processed for accounting verification
- 3.1.8 Contractor to be responsible for all payments made to the funding account

4. Professional Services – Hourly Services

- 4.1. One-time location moves of mass lines that require additional services which are out of scope such

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as acquisition and mergers of new cost centers, buildouts or decommission require an additional SOW

4.2. Project based services utilizing Contractor

- 4.2.1. Contract review
- 4.2.2. In-depth audit and optimization of account(s)
- 4.2.3. Porting of lines
- 4.2.4. MACD Services
- 4.2.5. RFP
- 4.2.6. Services not specifically listed in sections 1 and 2 that the County has approved CBI to complete under time and materials.

4.3. County to provide written approval for all Professional Services prior to engagement

5. System Implementation

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

5.1. Initial Planning

5.1.1. Project Kick Off and Testing Scope Review

Contractor's Project Manager shall conduct a conference call with County to initiate the various activities in the project.

The kick off meeting shall include, at a minimum, the following items for discussion:

- 5.1.1.1. Identify points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines in order for Contractor to create the Project Communication Plan.
- 5.1.1.2. Introduce individuals from the County and Contractor who will be performing the work and review roles and responsibilities.
- 5.1.1.3. Review a draft implementation Project Plan provided by Contractor.
- 5.1.1.4. Review this Scope of Services.
- 5.1.1.5. Discuss a tentative timeline for the project.
- 5.1.1.6. Identify the information transfer process for data that should remain restricted or confidential.

County and Contractor will review the initial project work plan, schedule, and Communications Plan. County and Contractor will refine detailed project plans, schedules, deployment and training strategies, and begin to refine full project planning. The Project Kick Off Meeting will define any critical business schedule or deployment considerations that might impact the project's timeline.

If it is discovered during the kick-off meeting that modifications to the testing are required, the Parties will review the Scope of Services and make agreed upon changes through an amendment to the Contract.

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5.1.2. Information Gathering

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:

- 5.1.2.1. The integrations required with other systems operated by County, including which data must be integrated into the System.
- 5.1.2.2. The types and requirements for reports required by County.
- 5.1.2.3. The technical support that will be available during System set-up through post-implementation.
- 5.1.2.4. Potential dates for training and numbers of County staff to train.

5.1.3. Deliverables

Contractor shall provide County with:

- 5.1.3.1. A **Detailed Project Plan** including activities, tasks, and milestones including the date the System will go live and tasks assigned to each individual that will be used to build a project implementation schedule. The Detailed Project Plan will be used by the County to build a Master Project Schedule with dates and deliverables. The Detailed Project plan will be maintained and updated by Contractor on a continuous basis and provided to County to update the Master Project Schedule.
- 5.1.3.2. A **Design Document** that Contractor shall review with County
- 5.1.3.3. A project **Communications Plan** that will be used by County and Contractor during the term of the Contract.
- 5.1.3.4. A list of **Specifications**, which shall include the hardware specifications, the required licensed software and browser settings.
- 5.1.3.5. **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 Contractor shall conduct interviews with internal County staff and will ensure that any security gaps are detected and documented.
- 5.1.3.6. **Minutes** from the Project Management Meetings will be provided in an agreed upon format for the life cycle of the project.
- 5.1.3.7. A detailed **Checklist** of the tasks County and Contractor need to perform to implement the System.
- 5.1.3.8. A **User Acceptance Test Plan** that will be used for acceptance of the System and integration of each phase of the project. The plans will guide unit testing during each phase of the project.
- 5.1.3.9. A **User Training and Transition Plan** on how to train end-users and administrators as well as a plan to transition to County.
- 5.1.3.10. A **Closeout Notification** email that will contain a summary of the Deliverables provided by Contractor to County for final acceptance of the System.

After County receives each of the following Deliverables: **Detailed Project Plan, Design Document, User Acceptance Test Plan, User Training and Transition Plan and, Closeout Notification**, County shall have five (5) business days to review the Deliverable and notify

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Contractor if it is acceptable. If the Deliverable requires modifications, County shall provide Contractor with a written list of the sections in the Deliverable that need to be modified. Upon receipt of the revised Deliverable, County shall have five (5) 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.

5.2. Configuration Planning

Contractor and County shall work together to confirm:

- 5.2.1. The Internet and firewall settings necessary for hosting the System are in place.
- 5.2.2. What sample data will be used to test the data migration from current County systems to the GTEM Solutions System.
- 5.2.3. The method that will be used by County to report support issues to Contractor.

5.3. Installation and Configuration

Contractor shall:

- 5.3.1. Test the installed System.
- 5.3.2. Fine tune and adjust user profiles.
- 5.3.3. Test the back-up and recovery systems including how documentation will be retained in the event of a data recovery.

5.4. Implementation

Contractor shall:

- 5.4.1. Provide County with the reports it requests and verify the reports provide the information expected in the reports.
- 5.4.2. Work with County to determine if customized reports are needed to provide County the reporting information it requires. If so, Contractor shall develop the customized reports or configure a preset report to provide the needed information. Customized report develop may include a cost to the county depending on scope.
- 5.4.3. Provide County with Quick reference sheets for main functions of the System.
- 5.4.4. Provide County with reference guides that explain all of the features and functions of the System, including County specific customizations.
- 5.4.5. Provide County with a Quality Assurance (QA) environment for User Acceptance Training and a production environment for when the System is implemented.

5.5. Training

Contractor shall:

- 5.5.1. Provide County with a Training Plan that includes role-based approach to educating users of the Contractor's system.
- 5.5.2. Virtual training will be provided by Contractor for all staff identified by County to take the training classes.
- 5.5.3. Training shall cover all functions and features of the System.

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5.6. User Acceptance Testing

Contractor shall:

- 5.6.1. Meet with County to review the status of the System Implementation and review the User Acceptance Test Plans.
- 5.6.2. Provide User Test and Acceptance Plans that describe data input to be passed to the application modules and integrations, test procedures, expected system performance, and the output or results that should be received if the applications and integrations are functioning properly.
- 5.6.3. The final User Test and Acceptance Plans will be based on configuration and requirements documents approved by County.
- 5.6.4. Use the Test and Acceptance Plans to conduct integration and stress tests. These will demonstrate to County that the configurations were implemented correctly and that the System's modules are functioning and performing properly to meet the functional requirements in the Hosted environment and will indicate if there are any outstanding issues that need to be resolved.
- 5.6.5. First address any issues that relate to requirements identified in this document.
- 5.6.6. Review all support requests to ensure all issues identified as System bugs are addressed.

5.7. Deployment

Contractor shall:

- 5.7.1. Monitor the users of the System to ensure they are using the System correctly.
- 5.7.2. Monitor the issues reported by County.
- 5.7.3. Have conference calls with County as necessary to resolve outstanding issues.

- 5.8. Integration Framework and Testing** Contractor shall migrate data to the System from the legacy databases prior to the Go-live date. County shall review the data to ensure it migrated accurately. Contractor shall run test reports to verify if the data from the legacy databases is migrating correctly.

6. Change Management

- 6.1.** Changes are broadly defined as those activities not originally considered within either the products to be delivered or tasks to be performed as identified in this Statement of Services.

Change Requests to the initial scope or contract terms will be required to go through the change management process prior to the start of any work related to that Change Request. The change management process can be broken down as follows:

- 6.1.1 The change request is reviewed by the CBI project team to analyze feasibility, cost impact, and timing impact to the initial project plan.
- 6.1.2 If the requested change is deemed feasible, an amendment is created by CBI inclusive cost and timing impact.
- 6.1.3 Both Parties will review and discuss the amendment.

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6.1.4 If CLIENT approved the cost and timing impact to the initial contract terms and project plans, then the CBI PM will amend the project plan accordingly and include the requested change within the project deliverables.

6.2 As a result of that process, changes may be approved, deferred, or rejected.

Changes may include:

- 6.2.1 Scope items not listed in the Statement of Services (additional business processes, CBIs, invoices, assets, countries, vendors, etc.) Assets to be listed out specifically.
- 6.2.2 Participation in activities not previously included in the Statement of Services list of work activities.
- 6.2.3 Provision or development of deliverables not included in the Statement of Services.
- 6.2.4 Impact caused by changes in the assumptions defined in the Statement of Services.
- 6.2.5 Delays or rework caused by items identified in the Statement of Services as CLIENT responsibilities.
- 6.2.6 Change in responsibilities as defined in the Statement of Services between CLIENT and CBI, including reallocations of project staffing.
- 6.2.7 Rework of completed activities or deliverables due to a change request
- 6.2.8 Delays caused by a change in previously agreed-upon acceptance criteria
- 6.2.9 Investigative work to develop impact statements for major change requests

CBI shall request prior authorization and approval of expenditures by CLIENT before starting work on out-of-scope changes.

7. Pricing

Cost Description. Contractor shall provide the Deliverables to County for the prices provided below:

7.1 Managed Services

Invoice Management Monthly Review	
Asentinel GTEM Setup Fee	\$-
GTEM Data Migration Fees	\$-
Estimated Days for GTEM Data Migration	0
Estimated Oakland County Man-Hours Required to Support Setup & Data Migration	0
Estimated Cost for Report Migration/Creation	\$-
Monthly Fee for Invoice Management	\$9,100.00
Annual Cap (In Hours)	900
Estimated Hours/Month	75
Additional Hourly Work (Rate Per Hour, with prior approval)	\$125.00

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Invoice Management	
Corporate Spending Innovations (CSI) Pay systems Services	
CSI Corporate Spending Innovations (CSI) Paysystems Services Setup Fee	\$1,500.00
Estimated Days for Setup	30
Estimated Oakland County Man-Hours Required to Support Setup	8
Monthly Fee Per Invoice Processed	\$5.00
Additional Hourly Work (Per Hour)	\$-

7.2 Hourly Professional Services

Role	Rate in USD (Maximum of 9 billable hours billable per day)	Estimated Hours	Estimated Cost
Consulting – Outside of Scope	\$125.00/hr	TBD	TBD
Technical Engineering and Development	\$200.00/hr	TBD	TBD

Supplier shall perform the Services based on hours worked in performing the Services.

Supplier's professional service fees require COUNTY prior written approval.

Supplier will provide deliverables at this price if County choose.

Payment to be monthly based on actual services completed

Annual CPI – Price Increase. CBI reserves the right to adjust the pricing based on the Consumer Price Index and it is not to exceed 3% after the initial 3-year contract term.

8. Payment

8.1 County shall provide payment to Contractor for Implementation Costs as follows:

8.1.1 Half (1/2) of the Total Implementation Costs upon execution of the Contract

Which is: \$750.00.

8.1.2 Half (1/2) of the Total Implementation Costs upon System Acceptance by County.
System Acceptance shall be based upon the final User Test and Acceptance Plan documentation approved by County.

8.2 County shall provide payment to Contractor for Support and Maintenance ongoing as GTEM Solutions is fully functional and will initiate Bill Pay invoices once full implementation has been completed.

9 Roles and Responsibilities

9.1 Contractor Responsibilities

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

9.2 County Responsibilities – County shall:

- 9.2.1 Have County personnel available during regular business hours to assist in the System implementation.
- 9.2.2 Ensure that the computers and tablets meet the minimum hardware specifications and have the necessary software installed.
- 9.2.3 Ensure that the computers and tablets are properly licensed and the browsers are properly configured.
- 9.2.4 Provide signed Letters of Authorization, so that CONTRACTOR can access billing information and place orders on COUNTY's behalf.
- 9.2.5 COUNTY will provide a location list.
- 9.2.6 Wireline/Data services: Provide a COUNTY Network map of LAN and WAN, if available
- 9.2.7 COUNTY will provide contract copies if they are available. When contracts are not available, CONTRACTOR will work directly with vendors (with LOA) to secure missing contracts.
- 9.2.8 COUNTY will support CONTRACTOR in obtaining vendor portal access, where such portals are available.
- 9.2.9 Assist CONTRACTOR with authorization to access billing information. Some of the smaller carriers do not accept LOA forms. Additional assistance may be needed for CONTRACTOR to gain authorization.
- 9.2.10 Provide a single point of contact for regular meetings to facilitate the timely completion of the audit and optimization. COUNTY contacts at specific locations may also be required to determine the purpose for questionable services.

10 Service Level Commitment & Support Deliverables

10.1 Contractor shall provide County with:

- 10.1.1 A live person to telephone support;
- 10.1.2 Monitored email support;
- 10.1.3 Ongoing security patches and system health check.
- 10.1.4 Meet response times associated with service related incidents.
- 10.1.5 Appropriate notification to County prior to all scheduled maintenance.
- 10.1.6 Provide a target service availability of 99%.

10.2 County shall:

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

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11 Service Management

11.1 Planned Service Outage Notifications

- 11.1.1 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 in a reasonable time frame on all planned service outages.
- 11.1.2 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.

11.2 Service Availability

Contractor shall

- 11.2.1 Standard Helpdesk Hours eight (8) hours per day, five (5) days per week, Monday through Friday 8:30 AM to 4:30 PM Eastern Time, excluding CBI-observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Day Observed (Friday after Thanksgiving), Christmas Eve Day, Christmas Day, Christmas Day Observed and New Year Eve Day).
- 11.2.2 Email support for non-urgent / critical issues to Oakgov.invoices@cbitelecom.com.

11.3 Service Credits

If the System is unavailable for a period of time, County shall receive a service credit on their next monthly invoice if Contractor is below the service level agreement for 2 consecutive months or 3 times in one calendar year. Service credits are calculated as a percentage of the monthly hosting charges paid by County in the affected monthly billing cycle in which the unavailability occurred (outside of the normal maintenance windows) in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.0 %	5%

- 11.3.1 "Unscheduled Downtime": the amount of time, in minutes, that access to the Software is not available to CLIENT and/or CLIENT, during Business Hours in any calendar month, and results in service interruptions that are not Scheduled Maintenance or Excusable Downtime. For clarity, the calculation of Unscheduled Downtime is as follows:

Unscheduled Downtime = Total Downtime – (Scheduled Maintenance + Excusable Downtime)

11.4 Invoice Processing

- 11.4.1 CBI has 5 business days to complete the invoice process once uploaded into GTEM Solutions
- 11.4.2 Invoice upload SLA list below

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INVOICE PROCESSING SLA CHART		
Type of Service	Description	Detail
EDI Invoice Uploads	EDI invoices sent from vendor and loaded into the GTEM platform	The SLA for EDI invoices to appear in the platform is 2 business days and some immediately. 5 business days for EDI files over 4Gigs
TFMS Invoice Uploads	PDF or Paper Invoices are uploaded into GTEM portal using our secure touch free service (TFMS)	The SLA for TFMS invoices to appear in the platform is 5 business days from receipt of the PDF or paper invoice, but typically invoices are imported within 2 business days.
Custom Invoice Uploads	Invoices are mapped and loaded in a custom manner to capture additional detail that may not be provided by vendor	The SLA for Custom upload of invoices to appear in the platform is 5 business days but typically invoices are imported within 2 business days.
Invoice Processing AP	Invoices are audited and charges are verified and sent through the system according to County requirements	Invoices can be processed by GTEM at a turnaround time necessary for County and will parallel the infrastructure needs for the AP process. The standard SLA for invoice processing is 5 business days from date entered into the GTEM tool.

12 Data Storage, Backup & Security

12.1 Backup

12.1.1 All production application files for each CONTRACTOR client are copied nightly and transferred to an associated backup application server. This replication provides an exact duplicate of each client's application that can be used in case of a disaster to the primary site.

12.2 Security

12.2.1 Facility and equipment protection is essential to enable CONTRACTOR to restore operations once an emergency has occurred. The following protections are in place to protect CONTRACTOR systems in the primary location.

12.2.1.1 Fire Protection / Security protection

12.2.1.2 Physical Access

12.2.1.3 Internal and external cameras

12.3 Data Storage

12.3.1 CONTRACTOR uses Microsoft Azure environment and protected under the governance of the Micr

Exhibit V:

Software License

Software Terms

1. SaaS Software License

CBI (also referred to as “Contractor”) hereby grants and CLIENT (also referred to as “County”) accepts, according to the terms and conditions defined herein, a non-transferable, limited, non-sub-licensable, non-exclusive license for CLIENT’s “Authorized Users” to operate the software described in this SOW. “Authorized Users” shall mean the number of CLIENT employees and contractors identified in this SOW. CLIENT agrees to use the SaaS Licensed Software, as defined hereunder, only for its own use in processing its own data in connection with the “Services” provided under the Scope of Deliverables. “SaaS Licensed Software” means proprietary Software components of CBI’s software technology provider, Tangoe (Asentinel), as may be specified in this SOW, to be hosted within the software provider’s cloud-based data center environment, managed by the software provider personnel, and not offered for installation at the CLIENT location. The SaaS Licensed Software will include future releases or versions and related updates, if generally made available to all licensed CLIENTs, and all available documentation.

EXHIBIT VII

PPB MODEL AGREEMENT

CONTRACT NUMBER: XXXXXX

Contract Expiration Date: XX/XX/XXXX

Contract - NOT TO EXCEED AMOUNT \$ XX,XXX.XX

This "Contract" is made between the PARTICIPATING PUBLIC BODY, hereinafter called "PPB" and the "Contractor" as further described in the following Table. This Contract is modeled after Professional Services Contract Number _____, dated _____, between PPB and Contractor, as more fully described herein. In this Contract, either Contractor or the PPB may also be referred to individually as a "Party" or jointly as the "Parties".

PARTICIPATING PUBLIC BODY Contact Person Address (herein, the "PPB")	Communication Brokers Inc 437 44th Street SW Wyoming, MI 49548 616/855-7801 Vendor I.D. #19376 (herein the "Contractor")
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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. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. General Terms and Conditions

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§1. CONTRACT PURPOSE

- 1.1. After a competitive bidding and selection process by Oakland County, Contractor was chosen to provide services, described more fully in Scope of Services Exhibits, to Oakland County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein.
- 1.2. Oakland County shall not be a Party to a contract between Contractor and PPB. Oakland County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 1.3. PPB must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc., that relates to their individual agreement with Contractor. Contractor must respond timely to PPB inquiries. Failure to do so may result in Oakland County removing the Contract and Contractor's Information from the G2G MarketPlace Website.

§2. 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:

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 2.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding PPB designated holidays.
- 2.3. **"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 PPB or for which the PPB 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.
- 2.4. **"Confidential Information"** means all information and data that the PPB is required or permitted by law to keep confidential and "Proprietary Information" as defined herein.
- 2.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 2.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 2.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venturer; 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.
- 2.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:
 - 2.8.1. Exhibit I: Contractor Insurance Requirements

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- 2.8.2. Exhibit II: Scope of Contractor Deliverables/Financial Obligations (to be negotiated between PPB and Contractor)
- 2.9. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 2.10. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in Exhibit II.
- 2.11. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 2.12. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.13. **"G2G MarketPlace Website"** means an Internet site used by Oakland County to provide information to PPBs about businesses providing services to Oakland County and agreements used by Oakland County and available to PPBs to procure services.
- 2.14. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 2.15. **"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 PPB's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 2.16. **"Oakland County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards committees. Any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of Oakland County; whether acting in their personal, representative, or official capacities.
- 2.17. **"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 Oakland County's G2G MarketPlace Website.
- 2.18. **"PPB Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the PPB; whether acting in their personal, representative, or official capacities.
- 2.19. **"PPB Data"** means information or data provided by PPB to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. PPB Data includes Confidential Information as defined in this Contract.
- 2.20. **"Proposal"** means Contractor's response or bid to the PPB's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.21. **"Proprietary Information"** means ideas, concepts, inventions, and processes related to the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.
- 2.22. **"Purchase Order"** means the PPB's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.

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§3. CONTRACT TERM AND RENEWAL

- 3.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 3.2. **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.
- 3.3. **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 PPB 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.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **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 PPB regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only PPB office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 4.3. **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 in Exhibit II and their duties shall be set forth in Exhibit II. Unless otherwise stated in Exhibit II, the PPB's Project Manager has no authority to amend this Contract.
- 4.4. **Contract Administrators.** The PPB 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 PPB'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 PPB's Contract Administrator(s) have no authority to amend this Contract.
- 4.5. **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 PPB Agent.
- 4.6. **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

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before an Amendment is executed and then stops performing that work, Contractor must, at the request of the PPB, undo any out-of-scope work that the PPB believes would adversely affect the PPB.

- 4.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 10 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 shall not change the terms and conditions of this Contract.

§5. CONTRACT TERMINATION

- 5.1. **PPB Termination.** In addition to any other legal rights the PPB may have to terminate or cancel this Contract, the PPB may terminate the Contract as follows:
- 5.1.1. **Immediate Termination.** The PPB 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 criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **Termination for Convenience.** The PPB 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.
- 5.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the PPB, if the PPB breaches any duty or obligation contained herein and within such notice period has failed or has not 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 PPB.
- 5.3. **PPB's Obligations Upon Termination.** The PPB's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the PPB before the effective date of termination. Under no circumstances shall the PPB 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 PPB shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the PPB 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.
- 5.4. **Contractor's Obligations Upon Termination.** If the PPB 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 PPB 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, property, and PPB Data provided to Contractor by the PPB; (d) unless otherwise directed by the PPB, transfer title in and deliver to the PPB all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the PPB "As-

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Is”, except to the extent the amounts paid by the PPB 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 terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the PPB terminates this Contract, then the PPB may assume, 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 PPB, in its sole judgment, deems expedient.

§6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit II, any Purchase Orders, or any Amendments to this Contract.
- 6.2. **Software License.** If this Contract includes a Software License as described in Exhibit V, then the Parties shall follow the terms and conditions therein.
- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the PPB’s sole financial obligation under this Contract shall be set forth in Exhibit II. The amount and manner of payment of the financial obligation shall be set forth in Exhibit II or a Purchase Order.
- 6.4. **Payment Obligations.** Except as otherwise set forth in Exhibit II, Contractor shall submit an invoice to the PPB’s Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) PPB Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); and (e) any other information requested by Purchasing. The PPB shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor’s performance. Unless otherwise set forth in Exhibit II, the PPB shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 6.5. **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 at least ten (10) Days before this event.
- 6.6. **No Obligation for Penalties/Costs/Fines.** The PPB shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract under any circumstances.
- 6.7. **Set-Off of PPB Costs.** If the PPB incurs any costs associated with the duties or obligations of Contractor under this Contract, then the PPB has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any PPB-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.

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- 6.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§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 PPB 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 PPB 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 policies and the effective dates and shall promptly provide such to the PPB, 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 PPB, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the PPB 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 PPB.
- 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 PPB's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the PPB's request provided that the PPB'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,

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which is attributable to the PPB, 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 PPB, Contractor Employees shall wear and display appropriate PPB-provided identification at all times while working on PPB premises. Contractor shall return all PPB-provided identification upon completion of Contractor's obligations under this Contract.
- 7.7.5. **Background Checks.** At the PPB's request, Contractor Employees performing work under this Contract shall be subject to a background check by the PPB. The scope of the background check is at the discretion of the PPB 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 PPB 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. **Compliance with PPB Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the PPB's security and acceptable use policies for PPB property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the PPB shall provide such policies to Contractor.
- 7.7.7. **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 and hold the PPB harmless for all Claims against the PPB 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.
- 7.7.8. **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 PPB are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers Contractor Employees and their dependents group health coverage that is affordable, that provides minimum essential coverage and value and 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.
- 7.8. **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 PPB, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.9. **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 PPB 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

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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.

- 7.10. **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 PPB, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.11. **Taxes.**
- 7.11.1. **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 PPB shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.11.2. **PPB Tax-Exempt.** The PPB 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 PPB is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.12. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 7.13. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.13.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable, (b) be of good quality, (c) be fit for their ordinary purpose, (d) be adequately contained and packaged, and (e) conform to the specifications and descriptions contained in the Contract.
- 7.13.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the PPB is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 7.13.3. **Warranty of Title.** All goods conveyed to the PPB shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the PPB 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.
- 7.14. **Response to Legal Request for PPB Data.** If PPB receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide PPB Data held by Contractor, then Contractor shall provide PPB Data to the PPB, in a format directed by the PPB, within the time frame required by law.
- §8. LIABILITY**
- 8.1. **Contractor Indemnification.** Contractor shall indemnify and hold the PPB harmless from all Claims, incurred by or asserted against the PPB by any person or entity, which are alleged to have been caused

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directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The PPB's right to indemnification is in excess and above any insurance rights/policies required by this Contract.

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

- §9. **CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.

§10. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

- 10.1. **Contractor Use of Confidential Information/PPB Data.** Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information or PPB Data to any Contractor Employee not having a legitimate need to know the Confidential Information or PPB Data or to any third-party. Contractor and Contractor Employees shall only use the Confidential Information and PPB Data for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information or PPB Data if required by law, statute, or other legal process; provided that Contractor: (a) gives the PPB prompt written notice of the impending disclosure, (b) provides reasonable assistance to the PPB in opposing or limiting the disclosure, and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information or PPB Data which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the PPB, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 10.2. **Contractor Use of PPB Licensed Software.** In order for Contractor to perform this Contract, the PPB may permit Contractor or Contractor Employees to access certain Software licensed to the PPB. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the PPB and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted 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.
- 10.3. **Contractor License to Use PPB Servicemarks.** If this Contract involves the use of PPB servicemarks to perform this Contract, then Contractor is granted a license to use the servicemarks listed herein. Contractor shall only use the servicemarks as directed by the PPB. Contractor shall cease using PPB servicemarks upon expiration or termination of the Contract and may be requested to return any images of the servicemark retained by Contractor.
- 10.4. **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 PPB Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the PPB are works made for hire, created for, and owned exclusively by the PPB, unless otherwise specified in the Contract; (c) Contractor assigns to the PPB all rights and interest in PPB Intellectual Property, which

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Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off PPB premises while performing this Contract or with the use of the time, material, or facilities of the PPB; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the PPB to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure its Contractor Employees assign their rights and interests in PPB Intellectual Property to the PPB.

- 10.5. **Use of PPB Data.** If Contractor uses or possesses PPB Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 10.5.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of PPB Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 10.5.2. **Unauthorized Access/Disclosure or Theft of PPB Data.** Contractor shall promptly notify PPB in the event of unauthorized access, disclosure, or theft of PPB Data. Contractor shall take commercially reasonable measures to address a security breach in a timely manner to secure PPB Data.
- 10.5.3. **Storage of PPB Data.** Contractor shall only store and process PPB Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store PPB Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access PPB Data remotely only as required to provide technical support.
- 10.5.4. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the PPB's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return PPB Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of PPB Data as directed by PPB.

§11. GENERAL TERMS AND CONDITIONS

- 11.1. **Access to PPB Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use PPB property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the PPB's Director of Facilities Management or successor, Contractor may only access and use PPB property and facilities for performance of this Contract on Business Days.
- 11.2. **Signs on PPB Property or Facilities.** Contractor shall not place any signs or advertisements on PPB property or facilities without the prior written permission of the PPB's Director of Facilities Management or successor.
- 11.3. **Use of PPB Property or Facilities.** While performing this Contract, Contractor shall keep PPB property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the PPB's performance of its functions.
- 11.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave PPB property or facilities in the same condition that Contractor found them and

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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 PPB shall dispose of it and bill Contractor for any costs associated with the removal and disposal.

- 11.5. **Damage to PPB Property or Facilities.** Contractor shall be responsible for any damage to any PPB property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the PPB 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 PPB for all costs associated with repairing and/or replacing the damaged property or facilities.
- 11.6. **Damage to PPB 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 PPB property or facilities during performance of this Contract.
- 11.7. **PPB's Right to Suspend Contract Performance.** Upon written notice, the PPB may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the PPB's right to terminate and/or cancel this Contract. The PPB shall incur no penalty, expense, or liability to Contractor if the PPB suspends performance of this Contract under this Section.
- 11.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the PPB of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 11.9. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the PPB and Contractor or any Contractor Employee. In no event shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the PPB.
- 11.10. **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 PPB and any PPB Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the PPB. Contractor shall give the PPB notice if there are any PPB Agents or relatives of PPB Agents who are presently employed by Contractor.
- 11.11. **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 PPB with reasonable access to such books and records, upon request.
- 11.12. **Audit.** The PPB or an independent auditor hired by the PPB may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the PPB 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

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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.

11.13. Assignments/Delegations/Subcontracts.

- 11.13.1. 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 or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the PPB that the affiliate or subsidiary can perform this Contract. The PPB may withhold consent, if the PPB determines that the assignment, delegation, or subcontract would impair performance of this Contract or the PPB's ability to recover damages under this Contract. Contractor shall also provide the PPB with adequate information to allow the PPB to make a determination regarding the assignment, delegation, or subcontract.
- 11.13.2. 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.
- 11.13.3. 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.
- 11.13.4. 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.
- 11.14. 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 PPB 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.
- 11.15. No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, 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.
- 11.15.1. 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 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.

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- 11.16. **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 PPB.
- 11.17. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 11.18. **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.
- 11.19. **Notices.**
- 11.19.1. **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 receipt of confirmation, if sent by e-mail or fax.
- 11.19.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 11.19.3. **Notice to PPB.** Unless otherwise specified herein, Notice to the PPB shall be addressed to Purchasing, the PPB Project Manager (if applicable), and the PPB Contract Administrator(s) listed on the first page of this Contract.
- 11.20. **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.
- 11.21. **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.
- 11.22. **Cumulative Remedies.** 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.

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- 11.23. **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 PPB 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 PPB.
- 11.24. **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.
- 11.25. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the PPB. 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 state of the PPB, as dictated by the applicable jurisdiction of the court. 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.
- 11.26. **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

PPB INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the PPB against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

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) Independent Contractors; (f) 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 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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 \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages – As Needed

1. ☒ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
3. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the PPB.

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 PPB;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the PPB 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 PPB;
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 PPB property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the PPB and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. 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;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the PPB's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of the PPB and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by PPB.

Exhibit II:
PPB Scope of Contractor Deliverables/Financial Obligations

1 Introduction

1.1 Contractor shall provide PPB with TELECOMMUNICATIONS INVOICE MANAGEMENT SERVICES. The Global Telecom Expense Management Solutions (GTEM) Solutions ("Managed Service") will provide PPB with the functionality to process telecommunication invoices.

1.2 Contractor shall:

- 1.2.1 Implement the System and provide the deliverables described herein.
- 1.2.2 Provide virtual training if required.
- 1.2.3 Implement the GTEM Solutions Bill within 90 days after the Contract is executed.
- 1.2.4 Provide PPB with their Disaster Recovery Plan.

2 Managed Service Features

The Managed Service provided by Contractor shall include all of the following:

2.1 Invoice Management

- 2.1.1 Ongoing monthly invoice capture and upload in TEM platform.
- 2.1.2 Monthly Invoice audit.
- 2.1.3 Verify Spend Variances
 - 2.1.3.1 Compare invoiced rate against contracted rate
 - 2.1.3.2 Verify billing against inactive locations
 - 2.1.3.3 Contractor to dispute variances through completion
- 2.1.4 Provide AP process and report

2.2 Allocation of Costs per PPB Business Rules and Cost Center structure

2.3 Collection and mapping of all contracts, rate tables into the TEM platform

- 2.3.1 Contract monitoring and notification in advance of expiration

2.4 Dispute management with all wireline and wireless vendors, through completion of each issue

- 2.4.1 Monthly calls with PPB stakeholders to review disputes and issues, based on PPB preference

2.5 Tracking of all cost savings/avoidance and credits from defined and verified PPB annualized baseline cost

2.6 Accounts, locations, and inventory templates mapped & maintained

- 2.6.1 Inventory is regularly updated via your invoices to map your current infrastructure. This ensures an up-to-date inventory as the foundation to your TEM tool. Moves, Adds, Changes and Disconnects (MAC-D) performed outside the tool will not be recorded. PPB must provide details of performed MACDs to CONTRACTOR CSM assigned

2.7 Portal Reporting Engine

- 2.7.1 Automated Report distributed monthly and quarterly
- 2.7.2 Ability to generate reports on:
 - 2.7.2.1 Dashboard Reporting

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- 2.7.2.2 Dispute Report
- 2.7.2.3 Monthly Wireless Report
- 2.7.2.4 AIM360 Reporting Portal
- 2.7.2.5 Trending reports
- 2.8 Integrate with other PPB systems
 - 2.8.1 Standard configuration for GTEM Solutions
 - 2.8.1.1 Cost Center/GL structure
 - 2.8.1.2 Location Table
 - 2.8.1.3 AP table export
 - 2.8.1.4 HR Records

3 Bill Pay Services

- 3.1 Deliverables
 - 3.1.1 Contractor will pay telecom vendors on PPB approved invoices
 - 3.1.2 Contractor to supply service to all accounts within GTEM Solutions unless prior written notice is provided to the PPB
 - 3.1.3 PPB will prefund a CONTRACTOR account prior to payment
 - 3.1.4 Payments processed within 72 hours of deposit
 - 3.1.5 PPB may choose the number of payment files per month, although it is recommended to be weekly
 - 3.1.6 All transactions will be maintained within GTEM Solutions for tracking
 - 3.1.7 Monthly reports will be processed for accounting verification
 - 3.1.8 Contractor to be responsible for all payments made to the funding account

4 Professional Services – Hourly Services

- 4.1 One-time location moves of mass lines that require additional services which are out of scope such as acquisition and mergers of new cost centers, buildouts or decommission require an additional SOW
- 4.2 Project based services utilizing Contractor
 - 4.2.1 Contract review
 - 4.2.2 In-depth audit and optimization of account(s)
 - 4.2.3 Porting of lines
 - 4.2.4 MACD Services
 - 4.2.5 RFP
 - 4.2.6 Services not specifically listed in sections 1 and 2 that the PPB has approved CONTRACTOR to complete under time and materials.
- 4.3 PPB to provide written approval for all Professional Services prior to engagement

5 System Implementation

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

- 5.1 Initial Planning
 - 5.1.1 Project Kick Off and Testing Scope Review

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Contractor's Project Manager shall conduct a conference call with PPB to initiate the various activities in the project.

The kick off meeting shall include, at a minimum, the following items for discussion:

- 5.1.1.1 Identify points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines in order for Contractor to create the Project Communication Plan.
- 5.1.1.2 Introduce individuals from the PPB and Contractor who will be performing the work and review roles and responsibilities.
- 5.1.1.3 Review a draft implementation Project Plan provided by Contractor.
- 5.1.1.4 Review this Scope of Services.
- 5.1.1.5 Discuss a tentative timeline for the project.
- 5.1.1.6 Identify the information transfer process for data that should remain restricted or confidential.

PPB and Contractor will review the initial project work plan, schedule, and Communications Plan. PPB and Contractor will refine detailed project plans, schedules, deployment and training strategies, and begin to refine full project planning. The Project Kick Off Meeting will define any critical business schedule or deployment considerations that might impact the project's timeline.

If it is discovered during the kick-off meeting that modifications to the testing are required, the Parties will review the Scope of Services and make agreed upon changes through an amendment to the Contract.

5.1.2 Information Gathering

Contractor will communicate with PPB 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:

- 5.1.2.1 The integrations required with other systems operated by PPB, including which data must be integrated into the System.
- 5.1.2.2 The types and requirements for reports required by PPB.
- 5.1.2.3 The technical support that will be available during System set-up through post-implementation.
- 5.1.2.4 Potential dates for training and numbers of PPB staff to train.

5.1.3 Deliverables

Contractor shall provide PPB with:

- 5.1.3.1 A Detailed Project Plan including activities, tasks, and milestones including the date the System will go live and tasks assigned to each individual that will be used to build a project implementation schedule. The Detailed Project Plan will be used by the PPB to build a Master Project Schedule with dates and deliverables. The Detailed Project plan will be maintained and updated by Contractor on a continuous basis and provided to PPB to update the Master Project Schedule.
- 5.1.3.2 A Design Document that Contractor shall review with PPB

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- 5.1.3.3 A project Communications Plan that will be used by PPB and Contractor during the term of the Contract.
- 5.1.3.4 A list of Specifications, which shall include the hardware specifications, the required licensed software and browser settings.
- 5.1.3.5 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 Contractor shall conduct interviews with internal PPB staff and will ensure that any security gaps are detected and documented.
- 5.1.3.6 Minutes from the Project Management Meetings will be provided in an agreed upon format for the life cycle of the project.
- 5.1.3.7 A detailed Checklist of the tasks PPB and Contractor need to perform to implement the System.
- 5.1.3.8 A User Acceptance Test Plan that will be used for acceptance of the System and integration of each phase of the project. The plans will guide unit testing during each phase of the project.
- 5.1.3.9 A User Training and Transition Plan on how to train end-users and administrators as well as a plan to transition to PPB.
- 5.1.3.10 A Closeout Notification email that will contain a summary of the Deliverables provided by Contractor to PPB for final acceptance of the System.

After PPB receives each of the following Deliverables: **Detailed Project Plan, Design Document, User Acceptance Test Plan, User Training and Transition Plan and, Closeout Notification**, PPB shall have five (5) business days to review the Deliverable and notify Contractor if it is acceptable. If the Deliverable requires modifications, PPB shall provide Contractor with a written list of the sections in the Deliverable that need to be modified. Upon receipt of the revised Deliverable, PPB shall have five (5) business days to review the Deliverable and notify Contractor if the Deliverable is Acceptable. This process will continue until PPB provides written notice that each individual Deliverable is acceptable.

5.2 Configuration Planning

Contractor and PPB shall work together to confirm:

- 5.2.1 The Internet and firewall settings necessary for hosting the System are in place.
- 5.2.2 What sample data will be used to test the data migration from current PPB systems to the GTEM Solutions System.
- 5.2.3 The method that will be used by PPB to report support issues to Contractor.

5.3 Installation and Configuration

Contractor shall:

- 5.3.1 Test the installed System.
- 5.3.2 Fine tune and adjust user profiles.
- 5.3.3 Test the back-up and recovery systems including how documentation will be retained in the event of a data recovery.

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5.4 Implementation

Contractor shall:

- 5.4.1 Provide PPB with the reports it requests and verify the reports provide the information expected in the reports.
- 5.4.2 Work with PPB to determine if customized reports are needed to provide PPB the reporting information it requires. If so, Contractor shall develop the customized reports or configure a preset report to provide the needed information. Customized report develop may include a cost to the PPB depending on scope.
- 5.4.3 Provide PPB with Quick reference sheets for main functions of the System.
- 5.4.4 Provide PPB with reference guides that explain all of the features and functions of the System, including PPB specific customizations.
- 5.4.5 Provide PPB with a Quality Assurance (QA) environment for User Acceptance Training and a production environment for when the System is implemented.

5.5 Training

Contractor shall:

- 5.5.1 Provide PPB with a Training Plan that includes role-based approach to educating users of the Contractor's system.
- 5.5.2 Virtual training will be provided by Contractor for all staff identified by PPB to take the training classes.
- 5.5.3 Training shall cover all functions and features of the System.

5.6 User Acceptance Testing

Contractor shall:

- 5.6.1 Meet with PPB to review the status of the System Implementation and review the User Acceptance Test Plans.
- 5.6.2 Provide User Test and Acceptance Plans that describe data input to be passed to the application modules and integrations, test procedures, expected system performance, and the output or results that should be received if the applications and integrations are functioning properly.
- 5.6.3 The final User Test and Acceptance Plans will be based on configuration and requirements documents approved by PPB.
- 5.6.4 Use the Test and Acceptance Plans to conduct integration and stress tests. These will demonstrate to PPB that the configurations were implemented correctly and that the System's modules are functioning and performing properly to meet the functional requirements in the Hosted environment and will indicate if there are any outstanding issues that need to be resolved.
- 5.6.5 First address any issues that relate to requirements identified in this document.
- 5.6.6 Review all support requests to ensure all issues identified as System bugs are addressed.

5.7 Deployment

Contractor shall:

- 5.7.1 Monitor the users of the System to ensure they are using the System correctly.
- 5.7.2 Monitor the issues reported by PPB.
- 5.7.3 Have conference calls with PPB as necessary to resolve outstanding issues.

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- 5.8 Integration Framework and Testing Contractor shall migrate data to the System from the legacy databases prior to the Go-live date. PPB shall review the data to ensure it migrated accurately. Contractor shall run test reports to verify if the data from the legacy databases is migrating correctly.

6 Change Management

- 6.1 Changes are broadly defined as those activities not originally considered within either the products to be delivered or tasks to be performed as identified in this Statement of Work.

Change Requests to the initial scope or contract terms will be required to go through the change management process prior to the start of any work related to that Change Request. The change management process can be broken down as follows:

- 6.1.1 The change request is reviewed by the CONTRACTOR project team to analyze feasibility, cost impact, and timing impact to the initial project plan.
- 6.1.2 If the requested change is deemed feasible, an amendment is created by CONTRACTOR inclusive cost and timing impact.
- 6.1.3 Both Parties will review and discuss the amendment.
- 6.1.4 If PPB approved the cost and timing impact to the initial contract terms and project plans, then the CONTRACTOR PM will amend the project plan accordingly and include the requested change within the project deliverables.

- 6.2 As a result of that process, changes may be approved, deferred, or rejected.

Changes may include:

- 6.2.1 Scope items not listed in the Statement of Work (additional business processes, CONTRACTORS, invoices, assets, countries, vendors, etc.) Assets to be listed out specifically-
- 6.2.2 Participation in activities not previously included in the Statement of Work's list of work activities
- 6.2.3 Provision or development of deliverables not included in the Statement of Work
- 6.2.4 Impact caused by changes in the assumptions defined in the Statement of Work
- 6.2.5 Delays or rework caused by items identified in the Statement of Work as PPB responsibilities
- 6.2.6 Change in responsibilities as defined in the Statement of Work between PPB and CONTRACTOR, including reallocations of project staffing
- 6.2.7 Rework of completed activities or deliverables due to a change request
- 6.2.8 Delays caused by a change in previously agreed-upon acceptance criteria
- 6.2.9 Investigative work to develop impact statements for major change requests

CONTRACTOR shall request prior authorization and approval of expenditures by PPB before starting work on out-of-scope changes.

7 Pricing – Based on Service Provided

- 7.1 GTEM Solutions based on spend and number of mobile devices
- 7.2 Hourly Rate

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Role	Rate in USD (Maximum of 9 billable hours billable per day)	Estimated Hours	Estimated Cost
Consulting – Outside of Scope	\$135.00/hr	TBD	TBD
Technical Engineering and Development	\$200.00/hr	TBD	TBD

7.3 Audit and Optimization

7.3.1 Credits – PPB agrees to pay to CONTRACTOR an amount equal to thirty percent (30%) of the total of all Refunds

7.3.2 On-Going Savings: For each savings identified by CONTRACTOR through audit process and implemented, the PPB agrees to pay 30% of variable savings for a period of 12 months.

8 Payment

8.1 PPB shall provide payment to Contractor for Implementation Costs as follows:

8.1.1 Half (½) of the Total Implementation Costs upon execution of the Contract

8.1.2 Half (1/2) of the Total Implementation Costs upon System Acceptance by PPB. System Acceptance shall be based upon the final User Test and Acceptance Plan documentation approved by PPB.

8.2 PPB shall provide payment to Contractor for Support and Maintenance ongoing as GTEM Solutions is fully functional and will initiate Bill Pay invoices once full implementation has been completed

9 ROLES AND RESPONSIBILITIES

9.1 CONTRACTOR RESPONSIBILITIES

9.1.1 Contractor will be responsible for providing the services and deliverables outlined in this document.

9.1.2 Contractor shall have appropriate staff available during conference calls.

9.2 PPB RESPONSIBILITIES – PPB SHALL:

9.2.1 Have PPB personnel available during regular business hours to assist in the System implementation.

9.2.2 Ensure that the computers and tablets meet the minimum hardware specifications and have the necessary software installed.

9.2.3 Ensure that the computers and tablets are properly licensed and the browsers are properly configured.

9.2.4 Provide signed Letters of Authorization, so that CONTRACTOR can access billing information and place orders on PPB's behalf.

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- 9.2.5 PPB will provide a location list.
- 9.2.6 Wireline/Data services: Provide a PPB Network map of LAN and WAN, if available
- 9.2.7 PPB will provide contract copies if they are available. When contracts are not available, CONTRACTOR will work directly with vendors (with LOA) to secure missing contracts.
- 9.2.8 PPB will support CONTRACTOR in obtaining vendor portal access, where such portals are available.
- 9.2.9 Assist CONTRACTOR with authorization to access billing information. Some of the smaller carriers do not accept LOA forms. Additional assistance may be needed for CONTRACTOR to gain authorization.
- 9.2.10 Provide a single point of contact for regular meetings to facilitate the timely completion of the audit and optimization. PPB contacts at specific locations may also be required to determine the purpose for questionable services.

10 Service Level Commitment & Support Deliverables

- 10.1 Contractor shall provide PPB with:
 - 10.1.1 A live person to telephone support;
 - 10.1.2 Monitored email support;
 - 10.1.3 Ongoing security patches and system health check.
 - 10.1.4 Meet response times associated with service related incidents.
 - 10.1.5 Appropriate notification to PPB prior to all scheduled maintenance.
 - 10.1.6 Provide a target service availability of 99%.
- 10.2 PPB shall:
 - 10.2.1 Have a representative available to communicate with Contractor when Contractor is working to resolve a service-related incident or request; and
 - 10.2.2 Isolate and rectify technical faults within their own Network infrastructure, equipment, and software.

11 Service Management

- 11.1 Planned Service Outage Notifications
 - 11.1.1 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 PPB in a reasonable time frame on all planned service outages.
 - 11.1.2 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 PPB 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.
- 11.2 Service Availability
 - 11.2.1 Standard Helpdesk Hours eight (8) hours per day, five (5) days per week, Monday through Friday 8:30 AM to 4:30 PM Eastern Time, excluding CONTRACTOR-observed holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Day Observed (Friday after Thanksgiving), Christmas Eve Day, Christmas Day, Christmas Day Observed and New Year Eve Day).

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11.2.2 Email support for non-urgent / critical issues to invoices@cbitelecom.com

11.3 Service Credits

If the System is unavailable for a period of time, PPB shall receive a service credit on their next monthly invoice if Contractor is below the service level agreement for 2 consecutive months or 3 times in one calendar year. Service credits are calculated as a percentage of the monthly hosting charges paid by PPB in the affected monthly billing cycle in which the unavailability occurred (outside of the normal maintenance windows) in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.0 %	5%

11.3.1 “Unscheduled Downtime”: the amount of time, in minutes, that access to the Software is not available to PPB and/or PPB, during Business Hours in any calendar month, and results in service interruptions that are not Scheduled Maintenance or Excusable Downtime. For clarity, the calculation of Unscheduled Downtime is as follows:

Unscheduled Downtime = Total Downtime – (Scheduled Maintenance + Excusable Downtime)

11.4 Invoice Processing

11.4.1 CONTRACTOR has 5 business days to complete the invoice process once uploaded into GTEM Solutions

11.4.2 Invoice upload SLA list below

INVOICE PROCESSING SLA CHART		
Type of Service	Description	Detail
EDI Invoice Uploads	EDI invoices sent from vendor and loaded into the GTEM platform	The SLA for EDI invoices to appear in the platform is 2 business days and some immediately. 5 business days for EDI files over 4Gigs
TFMS Invoice Uploads	PDF or Paper Invoices are uploaded into GTEM portal using our secure touch free service (TFMS)	The SLA for TFMS invoices to appear in the platform is 5 business days from receipt of the PDF or paper invoice, but typically invoices are imported within 2 business days.
Custom Invoice Uploads	Invoices are mapped and loaded in a custom manner to capture additional detail that may not be provided by vendor	The SLA for Custom upload of invoices to appear in the platform is 5 business days but typically invoices are imported within 2 business days.
Invoice Processing AP	Invoices are audited and charges are verified and sent through the system according to PPB requirements	Invoices can be processed by GTEM at a turnaround time necessary for PPB and will parallel the infrastructure needs for the AP process. The standard SLA for invoice processing is 5 business days from date entered into the GTEM tool.

12 Data Storage, Backup & Security

12.1 Backup

12.1.1 All production application files for each CONTRACTOR PPB are copied nightly and transferred to an associated backup application server. This replication provides an exact duplicate of each PPB's application that can be used in case of a disaster to the primary site.

12.2 Security

12.2.1 Facility and equipment protection is essential to enable CONTRACTOR to restore operations once an emergency has occurred. The following protections are in place to protect CONTRACTOR systems in the primary location.

12.2.1.1 Fire Protection / Security protection

12.2.1.2 Physical Access

12.2.1.3 Internal and external cameras

12.3 Data Storage

12.3.1 CONTRACTOR uses Microsoft Azure environment and protected under the governance of the Microsoft license.

13 Optional Audit and Optimization Service

13.1 Scope

13.1.1 The actual scope for which the Audit & Optimization services will be provided is defined by multiple criteria's:

13.1.1.1 Geographical (what are the countries in scope?)

13.1.1.2 Technological (What service types are we auditing? Wireline, Data, Wireless, etc.)

13.1.1.3 Vendors (Which ones are in scope and which ones are not?)

13.1.1.4 Billing Accounts (List of Billing Accounts for which data should be captured)

13.2 Services Deliverables As part of the Services, CONTRACTOR will provide the following Deliverables to PPB.

13.2.1 Project Workplan

CONTRACTOR will be responsible for managing the audit project and timeline as well as PPB expectations and satisfaction. CONTRACTOR's project plan consists of the following responsibilities:

Upon receiving the signed SOW, CONTRACTOR will conduct an initial planning meeting within 10 business days prior to the start of the project. The initial planning meeting will consist of the following:

- Review current telecom environment.
- Identify all resources needed from PPB.
- Finalize a timeline for the project.
- Schedule regular progress meetings.
- Set overall expectations.

During the project planning meeting CONTRACTOR will discuss the following requirement:

- Prepare written status reports for PPB at mutually agreed-upon intervals.
- Obtain a list of current PPB disputes with telecommunications carriers and providers identified by PPB to CONTRACTOR in writing in a form

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substantially similar to that set forth in Appendix C hereto (the “Current Disputes”) within Thirty (30) calendar days of the Effective Date; Current Disputes timely submitted to CONTRACTOR in accordance with this provision shall be excluded from the scope of the Services. If no such list is provided to CONTRACTOR within 30 calendar days of the Effective Date, it shall be assumed that no Current Disputes or savings initiatives exist. Such document is also called the Audit Exclusion List.

- Maintain a Savings Tracking Action-Issue Log of key information.
- Train and assist PPB stake holders on portal options to manage services, employees, (by department, GL, or other identified naming conventions) and assets moving forward.

13.2.2 Data Gathering

- Invoices
 - PPB will provide a location list and a list of all accounts to be audited. If invoices can be provided that is the preferred method for quicker turnaround.
 - CONTRACTOR will reach out to specific telecom vendors utilizing a signed Letter of Agency from PPB as long as CONTRACTOR has the list of vendors and account numbers.
 - CONTRACTOR will require a copy of the invoices (minimum of 3 months) for any vendor where CONTRACTOR is unable to get portal access.
 - CONTRACTOR will create a Master List of Accounts from which to manage and support the audit and sourcing engagement efforts.
 - CONTRACTOR, at its discretion, will access invoices via electronic formats where practical and beneficial to support the automaton of the audit analysis and any optimization analysis defined within this SOW.
- Contracts
 - PPB will provide contract copies if they are available. When contracts are not available, CONTRACTOR will work directly with vendors (with LOA) to secure missing contracts.

13.2.3 Audit & Optimization Document Deliverables

CONTRACTOR will create an Account Assignment, Line Assignment (detailed inventory,) Issues and Recommendations and a Monthly Value Tracker. The Account/Line Assignment is a working document during the course of the audit and optimization. These documents will be used to track the savings potential as well as to document the PPB approval of recommendations.

- Account Assignment
 - Account Number
 - Carrier/Vendor
 - Customer Service Contact
 - Benchmark/Base spend (total invoice amount)
 - Type of service(s)

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- Bill date
 - Inventory Status
 - Audit Status
- Line Assignment
 - Line or Circuit Number
 - Type of service
 - Account and subaccount number
 - Service Address (for fixed services)
 - Customer Location code, if applicable
 - Monthly recurring cost
 - Features and cost of features
 - Mandatory charges
 - Contract details, if under contract
 - Test call results
 - PPB use
- Issues and Recommendations
 - Dispute/Recommendation ID
 - Dispute/Recommendation Type
 - Service type/description
 - Line number, Account number, sub account
 - Service address
 - Recommendation and/or dispute details
 - Estimated monthly savings or Credit amount
 - PPB comments, approval date and approver name
 - Stage (Potential savings, Approved, Order Placed, Completed)
 - Implementation details (date order placed, order number, due date)
 - Savings Tracking details (date savings realized, date submitted on Monthly Value Tracker)
- Monthly Value Tracker
 - Dispute/Recommendation ID
 - Vendor Name
 - Account number
 - Description of savings
 - Actual savings amount
 - Annualized savings
 - CONTRACTOR Fee

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- Screen shots of invoices, highlighted to provide proof of savings – one sheet in Excel workbook for each Dispute/Recommendation ID

13.3 Audit and Optimization Methodology

The CONTRACTOR audit process will start by benchmarking current services, contracts, and cost. The benchmark will be based on the total invoice amount.

1. CONTRACTOR will review invoices for errors and identify recovery opportunities from vendor billing errors.
2. CONTRACTOR will process approved billing error claims for correction and credit.
3. CONTRACTOR will provide recommendations for service optimization.
4. CONTRACTOR will Implement approved savings and optimization items with PPB's written permission, on behalf of PPB.
5. Tone and Tag: If there are multiple suspicious lines or circuits where CONTRACTOR cannot determine the use of these items from test calling and bill data, CONTRACTOR will work with local IT resources to identify the purpose of the suspicious lines. A separate SOW is only required if PPB has exhausted all options and would like the lines to be traced by a telecom technician.

13.4 PPB and CONTRACTOR responsibilities

13.4.1 CONTRACTOR Responsibilities

- CONTRACTOR will review services to identify savings and optimization opportunities.
 - Validate rates and discounts against current contracts.
 - Identify services not billing at contracted rates.
 - Evaluate existing rates and insure they are competitive.
 - Recommend alternatives for better rates.
 - Audit non-recurring fees
 - Identify unnecessary charges
 - Fixed Services: Review all wireline voice and data service addresses against corporate location list. Present to PPB all services at addresses not on the corporate location list for potential removal. CONTRACTOR will assist PPB in researching services at unknown locations.
 - Wireless Services: Review all wireless lines assignment against PPB's active employee list and flag active lines assigned to leavers.
 - Wireless Services: Request zero use reports from carriers
 - Identify, quantify, and present to PPB all savings and cost avoidance findings resulting from this engagement.
- Implementation of corrections – CONTRACTOR will:
 - Submit orders and disputes for approved recommendations only on behalf of PPB.

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- Manage the recovery process, escalating open claims with the vendor(s) and meeting with the vendor(s) on a regular basis to work towards timely resolution.
- CONTRACTOR will provide Dispute Management reporting that will include status and aging of all the audit's open and closed claims sortable by CONTRACTOR by issue.
- CONTRACTOR will take the lead on all aspects of the project to minimize the impact on PPB. This includes project management, data collection, analysis, and vendor interaction. CONTRACTOR will track action items as needed.
- CONTRACTOR will provide the applicable and necessary labor, consultation, materials, project management and/or tools to perform the Services and provide the Deliverables described herein.
- CONTRACTOR will act as the PPB interface with the vendor and take the lead on setting up on-site meetings, conference calls etc.

13.4.2 PPB Responsibilities

- Provide signed Letters of Authorization, so that CONTRACTOR can access billing information and place orders on PPB's behalf.
- PPB will provide a location list and a list of all accounts to be audited. If invoices can be provided that is the preferred method for quicker turnaround.
- Wireline/Data services: Provide a PPB Network map of LAN and WAN, if available
- Provide a copy of existing PPB inventory
- Provide PPB vendor contacts (Account Manager, Service Manager, etc.)
- PPB will provide contract copies if they are available. When contracts are not available, CONTRACTOR will work directly with vendors (with LOA) to secure missing contracts.
- PPB will support CONTRACTOR in obtaining vendor portal access, where such portals are available.
- Approve recommendations in a timely manner.
- Assist CONTRACTOR with authorization to access billing information. Some of the smaller carriers do not accept LOA forms. Additional assistance may be needed for CONTRACTOR to gain authorization.
- Provide a single point of contact for regular meetings to facilitate the timely completion of the audit and optimization. PPB contacts at specific locations may also be required to determine the purpose for questionable services.
- Following implementation of verified savings PPB shall pay the fees described in Exhibit A for Audit and Optimization. Verified savings reports will be submitted monthly to PPB.
- Wireless specific: Provide a copy of PPB's wireless corporate policy.

END OF DOCUMENT