

Buyer: WKP

CONTRACT NUMBER:009780

Event # 005107

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

Not To Exceed Amount: \$2,000,000.00		Effective Date: 8/1/2022	Expiration Date:7/31/2025
Contract Description:	WRC Utility Billing		
Contractor Information:			
SpryPoint Services, Inc. 45 Queen Street, Suite 400 Charlottetown, PE C1A4A4 Canada Vendor No: 40039			
Compliance Purchasing Office Information:		County Contract Administrator and Using Department:	
Wendy Pucher OAKLAND COUNTY 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Mike Timm Information Technology 1200 N. Telegraph Rd. Building 49West Pontiac, MI 48341 248/858-0857 timmmr@oakgov.com	

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

FOR THE CONTRACTOR:

SIGN: Ryan Cawley
Ryan Cawley (Jul 14, 2022 20:28 EDT)

FOR THE COUNTY:

SIGN: Michael R Timm
Michael R Timm (Jul 15, 2022 08:08 EDT)

Contract Administrator
Administrator

SIGN: Scott N. Guzy
Scott N. Guzy (Jul 15, 2022 08:46 EDT)

Scott N. Guzy, CPPO, MBA, Purchasing

cmk

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

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

§1. CONTRACT DEFINITIONS

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

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.

- 1.5. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract and Contractor Employee.
- 1.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1. ☒ Exhibit I: Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☒ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☒ Exhibit VI: Subscription Agreement/Software License(s) including all appendices.
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☒ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.

- 1.11. **“County Data”** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.
- 1.12. **“County Network”** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.16. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **“E-Verify”** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **“G2G Marketplace Website”** means an Internet site used by County to provide information to PPBs about businesses providing services to County and agreements used by County and available to PPBs to procure services.
- 1.19. **“Intellectual Property”** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.20. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.21. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” is not the County’s financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.

- 1.22. **"PPB"** which stands for Participating Public Body, means an entity created by state or Federal law which is primarily funded by or through a governmental authority and which registers to access County's G2G Marketplace Website.
- 1.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.24. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.25. **"Purchasing"** means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date. Once the Contract has expired Contractor will no longer be listed in the G2G Marketplace, unless a new Contract is entered into by the Parties.
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing

Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.

- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.
- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 14 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.2. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.3. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.

- 4.4. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon ninety (90) Days' notice to the County, if the County materially breaches any duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 4.5. **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.
- 4.6. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.7. **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.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.

- 5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click through licenses and other terms are without force and effect.
- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in the Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within thirty (30) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within forty-five (45) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.
- 5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost; fee; fine; penalty; or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting from Contractor's performance of this Contract under any circumstances.

- 5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss or damage that is caused by or results from Contractor or Contractor Employees, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. COUNTY'S G2G MARKETPLACE ADMINISTRATION.

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

- 6.5.1. Description of Contractor's **Deliverables** relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
- 6.5.2. Every six months Contractor shall provide County with a "Contract Usage Statement" which means the names, Scope of Services selected, quantities purchased, and dollar amount of each agreement signed by a PPB using this Contract. Contractor may provide the dollar amount of an agreement only if a PPB will not permit disclosure of the other items. Failure to provide the Contract Usage Statement information to County may result in Contractor being removed from the G2G Marketplace website.
- 6.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 6.6. **Administrative Fee.** In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall pay County an administrative fee or other benefit described below in this section (the "Administrative Fee") if Contractor offers the pricing, terms, and/or conditions in this Contract to a PPB. The Administrative Fee will correspond to three percent (3%) of the first year of revenue for software Deliverables and one- and one-half percent (1.5%) for service Deliverables that Contractor receives from orders, purchases, and/or contracts it has entered into with PPBs who are receiving goods or services from Contractor based on the pricing, terms, and/or conditions of this Contract. Contractor shall pay the Administrative Fee to the County on a quarterly basis after the Contractor is paid by the PPB. County may provide Contractor with additional instructions regarding the procedure and/or manner of paying the Administrative Fee to County. In addition to and without limiting any other remedies allowed by law or equity, Contractor's failure to timely pay the Administrative Fee may, in County's sole discretion, result in removal of Contractor from the G2G Marketplace website.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

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

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

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

County, if Contractor becomes an Iran-Linked Business at any time during this Contract.

- 7.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.
- 7.13. **Taxes.**
- 7.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 7.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Function.** SpryPoint represents and warrants that, during the Contract, the Service (which the Parties are considering to be a good) will perform materially in accordance with this Contract, including all Exhibits and Documentation.
- 7.15.2. **Intellectual Property Rights.** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- 7.15.3. **Malicious Code.** SpryPoint represents and warrants that to the best of its knowledge and diligence, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service and will use industry best standards and measures to prevent, identify, and remove any Malicious Code from the Service.
- 7.15.4. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a

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

§8. LIABILITY

- 8.1. **Contractor Indemnification.** In addition to any indemnification obligations in the Exhibits, Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any third-party person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees in an amount that will not exceed the greater of the following: (a) County's payment obligations to Contractor under this Contract; or (b) the coverage limits in Contractor's insurance policies.
- 8.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.
- 8.3. **Limitation of Liability.**
- 8.3.1. The limitation of liability are set out in Section 8 (Limitation of Liability) of Exhibit VI (Subscription Agreement) to this Contract.
- 8.3.2. County shall not be liable in contract, tort, equity, strict liability, under statute, or any other theory of liability, for total aggregate damages in excess of County's payment obligations to Contractor for the Deliverables under this Contract.

§9. INSURANCE AND BOND REQUIREMENTS

- 9.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.
- 9.2. **Contractor Provided Bonds – Reserved.**

§10. INTELLECTUAL PROPERTY

- 10.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor

nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 10.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.
- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees that Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property.
- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees are likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§11. CONFIDENTIAL INFORMATION

- 11.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, 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 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.
- 11.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the

“FOIA”) nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.

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

- 12.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor’s own purposes, or for the benefit of anyone other than the County, without the County’s prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 12.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County’s Chief Information Office as soon as practicable but no later than forty-eight (48) hours of “Discovery” of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a “Security Breach”). “Discovery” means the first day on which the Security Breach is known to Contractor or Contractor Employees. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.
- 12.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including, but not limited to, personal computers, tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide the Deliverables.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its

Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.

12.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

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

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

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

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

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

§14. GENERAL TERMS AND CONDITIONS

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

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

- 14.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.
- 14.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of the County's other setoff rights in this Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.
- 14.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 14.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws 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.
- 14.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

- 14.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.
- 14.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 14.11. **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.
- 14.12. **Assignments/Delegations/Subcontracts.**
- 14.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate 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.

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

- 14.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.
- 14.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 14.18. **Notices.**
- 14.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.
- 14.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.
- 14.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 14.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 14.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances,

shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 14.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 14.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 14.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 14.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 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.
- 14.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I
CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's 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. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

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

\$1,000,000 – Each Occurrence Limit

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

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

\$2,000,000 – General Aggregate Limit

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

Workers' Compensation Insurance

SpryPoint shall maintain Workers Compensation Insurance through the Workers Compensation Board of Prince Edward Island (WCBPEI). The Workers Compensation Board (WCBPEI) is a Provincial Government Organization that is responsible for all Workers Compensation related incidents for employees of companies based on Prince Edward Island. As an employer based in Prince Edward Island, SpryPoint is legally required to maintain Workers Compensation insurance through WCBPEI. If there is a workplace incident related to SpryPoint employees, coverage is provided by the WCBPEI regardless of the location. SpryPoint will provide Client with a copy of the Workers Compensation Clearance letter issued by WCBPEI which confirms SpryPoint's coverage and that our account is in good standing.

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

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

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☒ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

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. Contractor 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. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide thirty (30) days' written notice of cancellation/material change endorsement to the insurance coverages required by this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT III

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

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

1. **DEFINITIONS**

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

2. **OBLIGATIONS**

- 2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4 If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b)

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

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

EXHIBIT VI

Subscription Agreement

This Subscription Agreement (this “Agreement” or “Exhibit”) is by and between SpryPoint Services, Inc (“SpryPoint” or “Contractor”) and County (also referred to herein as “Client”). Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, the order of precedence shall be as follows:

1. The Contract, including its Exhibits
2. Subscription Agreement
3. Exhibit A – Statement of Work
4. Exhibit B – Pricing Schedule
5. Exhibit C – Service Level Agreement

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Subscription Agreement, including any exhibits or attachments hereto.

“Authorized Named User” means an end user of the Client that has been given access by Client to use the Services.

“Authorized Parties” means Clients’ or an authorized Affiliate’s Employees and third-party providers authorized to access Client’s Tenants and/or to receive Client Data by Client (i) in writing, (ii) through the Service’s security designation, or (iii) by system integration or other data exchange process.

“Confidential Information” refers to the following types of material or content one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

“Client Data” means a subset of Confidential Information that is comprised of Client’s data obtained, used in, or stored as the result of the use of the Services. Client Data shall include the following: (a) Data collected, used, processed, stored, or generated by the Client as the result of the use of the

Service, including any personal identifiable information (“PII”) and any information related to payment processing, such as credit card numbers and ACH account numbers. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

“Client Input” means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees and Authorized Parties relating to the operation or functionality of the Service.

“Competitor” means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

“Documentation” means the Software’s standard user manuals and any other accompanying documents related to the Software delivered to Client during Implementation.

“Implementation” means the process for gathering requirements, configuring, testing, training, and integrating the Service for Client’s use, as set forth in a Statement of Work.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Implementation Services” means the services provided by Provider to Client for the integration, implementation and use of the Service, which may include project management, analysis, configuration, data conversion, training, testing, development and ongoing maintenance & support, as outlined in Exhibit A - Statement of Work.

“Malicious Code” means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

“Messaging Service” means SpryPoint’s alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

“Parties” Collectively refers to SpryPoint and the Client.

“Personal Data” means any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf.

“Production Deployment” means once the Client has provided User Acceptance Testing (“UAT”) signoff and the Service has been moved into a production environment.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) As defined by applicable law.

“Service” means the combination of SpryPoint’s software-as-a service applications as described in the Documentation and subscribed to as set forth in Exhibit B - Pricing Schedule or through a Change Order.

“Service Level Agreement” (SLA). means SpryPoint’s standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint’s responsibilities under the SLA.

“Subscription Service Fee” means the annual amount invoiced and payable for Client’s use of the Service. The Subscription Service Fee does not include the one-time implementation fees for the Services as set forth in Exhibit A Statement of Work.

“Tenant” means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

“Term” means the Initial Term of this Agreement as provided in the Contract.

“Updates” means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term of this Agreement, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client’s instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate a maximum number of named contacts as listed in the applicable Order form to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be responsible for the acts and omissions of Client’s Authorized Parties relating to this Agreement.

2. Acceptable Use. Client acknowledges and agrees that SpryPoint does not police the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations Client is solely responsible (a) for making sure that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or infringe

upon the intellectual property rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or infringe upon the intellectual property rights of any third party. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Services, without prior notice to Client but will notify Client as soon as reasonably possible. SpryPoint may suspend or terminate any user's (not Client's) access to the Service upon notice in the event that SpryPoint reasonably determines that such user has materially violated the terms and conditions of this Agreement.

3. Fees.

3.1 Invoices & Payment. SpryPoint will invoice Client the first-year subscription fee for the Service upon execution of this agreement. All fees are quoted and payable in United States Dollars. Client is responsible for providing SpryPoint complete and accurate billing and contact information including a valid email address prior to the commencement of your subscription. Upon SpryPoint's request, Client will make payments via electronic bank transfer. All remittance and invoice inquiries are to be directed to kstrang@SpryPoint.com.

3.2 Non-Cancelable & Non-Refundable. Except as specifically set forth to the contrary under Section 6 (Warranty), Section 7 (Indemnification), Section 9 "Termination", and Section 5.3 of the Service Level Agreement under "Service Credits", all payment obligations are non-cancelable, and all payments made are non-refundable.

3.3 Non-Payment and Suspension of Service. If SpryPoint does not receive any invoiced amount by the due date as provided in Section 2.1 herein, then without limiting rights and remedies, the invoiced amount(s) may accrue interest at the rate of 1.5% per month. If any amount owing by Client for SpryPoint's services under this or any other agreement is 45 or more days overdue, SpryPoint, without limiting its other rights and remedies reserves the right to suspend the Service upon notice to Client until such amounts are paid in full.

3.4 Reserved.

3.5 Tax Status. SpryPoint's fees do not include any transaction taxes. Client agrees that it is exempt from all Transaction Taxes, including but not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value - added, goods and services taxes, excise, use or similar taxes. In the event that Client's tax-exempt status changes such that it is no longer exempt from Transaction Taxes, Client shall become responsible for paying all Transaction Taxes associated with this Agreement. If SpryPoint has a legal obligation to pay or collect Transaction Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client. If Client itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon SpryPoint's provision of the Services, the fees in this Agreement are net of any such taxes or fees and SpryPoint will gross up its invoices to include such taxes or fees.

3.6 Additional Services. The Service includes optional variable services such as SMS messaging services and outbound IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by SpryPoint to Client upon the request of such services by Client at the pricing and rates provided in Exhibit B.

(a) For SMS text messaging services, an optional SMS Short Code fee shall be invoiced upon request of a Short Code by Client. SMS short code fees shall be invoiced annually, while in- bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.

(b) For Outbound IVR services, usage fees shall be invoiced monthly for the actual amount used upon activation and usage of the outbound IVR services.

3.7 Enhancement Cost. Any enhancements to the Service beyond the initial scope as outlined in Exhibit IX Scope of Deliverables will be performed by Contractor on a time and material basis, at an hourly rate of \$200 USD per hour. Contractor will implement enhancements pursuant to the change control process as outlined in Exhibit IX Scope of Deliverables and a Contract Amendment.

3.8 Additional Users. SpryPoint will be automatically notified when new users are added to Client's Service. If the number of active users, not including archived users, exceeds Clients current subscription, SpryPoint will notify the Client, and if the number of active users exceeds Clients current subscription after seven (7) days from when the notice was provided to Client, SpryPoint may invoice client for any incremental user additions during the calendar month. Invoice to client will be prorated to align with the remaining months in Client's subscription period.

4. Proprietary Rights

4.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (i) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (ii) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (iii) access the Service or Documentation in order to build any commercially available product or service.

4.2 Client Rights. SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

4.3 License to Host Client's Data. Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.

4.4 License to use Client's Feedback. Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback

relating to the Service. SpryPoint shall have no obligation to make Client Input an Improvement.

- 4.5 Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the SaaS service, provided that such information does not identify Client's data or include Client's name.

5. Confidentiality

- 5.1 Confidentiality.** Except as provided in the Contract, A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.
- 5.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. Except as provided in the Contract, A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and is under a confidentiality obligation (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 5.3 Protection.** Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.
- 5.4 Injunctive Relief.** Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts.
- 5.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

6. Data Privacy & Security

- 6.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 6.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect

against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

- 6.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpyPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

7. Warranties & Disclaimers

7.1 From SpyPoint.

- a) **Function:** SpyPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
- b) **Intellectual Property Rights:** SpyPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- c) **Malicious Code:** SpyPoint represents and warrants that to the best of its knowledge and diligence, the Service does not contain any Malicious code. SpyPoint further warrants that it will not knowingly introduce any Malicious Code into the Service and will use industry best standards and measures to prevent, identify, and remove any Malicious Code from the Service.

- 7.2 From Both Parties.** Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.

- 7.3 Warranty Remedies.** In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpyPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpyPoint is unable to correct such deficiencies after good-faith efforts, SpyPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpyPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the subscription fees actually paid by Client in consideration for SpyPoint's service delivery during the immediately preceding twelve (12) month period for the Service.

Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN THE CONTRACT, SECTION 6.1 AND 6.2 ABOVE, SPYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPYPOINT DOES NOT WARRANT THAT THE

SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

8. Indemnification.

8.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims)" made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made without SpryPoint's written consent; (c) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (d) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (e) Unauthorized use of the service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

9. Limitation of Liability.

9.1 Reserved.

9.2 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO SPRYPOINT'S INDEMNIFICATION AND INSURANCE OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR THE DELIVERABLES. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

9.3 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT OR EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS, NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF US, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES,

WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

10. Term & Termination

10.1 Term of Agreement. The Term of this agreement is as provided by the Contract.

10.2 Reserved.

10.3 Annual Escalation. The annual Subscription Service Fee for the Service may be subject to adjustment after the initial term has expired at the higher of the following:

- a) in accordance with the change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to each anniversary of the Effective Date
- b) 5% per year.

10.4 Reserved.

10.5 Reserved.

10.6 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, Client will have the right to terminate at no additional cost or penalty by giving Thirty (30) days written prior notice documenting the lack of funding.

10.7 Reserved.

10.8 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to one hundred twenty (120) days. After 120 days, SpryPoint will have no obligation to maintain or provide any Client data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

11. Messaging.

11.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities ("Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

11.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging

Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

11.3 Reserved.

11.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

APPENDIX A

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the Agreement. This SLA formalizes the agreement between Contractor and County to deliver Application Support, Hosting and SaaS Services, and Problem Resolution Services for Contractor’s SpryCIS Utility Billing System and SpryEngage Customer Portal solutions.

This Service Agreement becomes effective when the client has been transitioned to the Customer Success Team. This will take place after the post go live period has been completed and all Severity 1 and 2 issues identified in the post-go-live period have been resolved. Once the transition to the Customer Success team has occurred the SpryPoint implementation team will continue to be accountable for the resolution of all items on the punch list and the Customer Success Team will be accountable for any new issues.

This Agreement is specific to SpryPoint’s software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Agreement.

Definitions

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

- 1.1. **“Application”** means Contractor’s Customer Information System (SpryCIS), or Customer Portal (SpryEngage), or both.
- 1.2. **“Business Day”** means Monday through Friday, excluding Canadian national holidays.
- 1.3. **“Demarcation Point”** means the outer-most point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and Applications provided by SpryPoint.
- 1.4. **“Knowledge Base”** means a collection of documentation that includes answers to frequently asked questions, how-to-guides and troubleshooting instructions and is created by Contractor for County’s use in solving common Application problems.
- 1.5. **“Tier 1” or “Tier 1 Support”** means a support level performed by County, who shall be responsible for addressing common, basic user questions and problems. Examples of this support are providing application navigation tips, performing password resets or analyzing login problems, answering questions regarding basic operation of the application, and gathering information in preparation for escalation of the issues to either Tier 2 or Tier 3 support.
- 1.6. **“Tier 2” or “Tier 2 Support”** means an in-depth technical support level performed by Contractor to address issues outside of the scope of Tier 1 issues. Tier 2 issues may require analysis of application logs, database access or code-

related troubleshooting. Tier 2 issues may be escalated to Tier 3 at Contractor's sole discretion.

- 1.7. **"Tier 3" or "Tier 3 Support"** means a level of product and service support provided by Contractor's experts.

Scope of Services for SLA

1.8. Application Support

1.8.1. Contractor shall provide maintenance and support for the SpryCIS and SpryEngage Applications. This support includes, but is not limited to, the following:

- 1.8.1.1. Functional support for first-time processing of critical business functions
- 1.8.1.2. Updating code to provide bug fixes, additional application features, security, and other improvements
- 1.8.1.3. Maintenance and support for custom and standard interfaces, forms, and reports
- 1.8.1.4. Batch program maintenance and support
- 1.8.1.5. Development, management, and maintenance of Application workflows
- 1.8.1.6. Post-deployment verification testing of all software releases

1.9. Security Administration

1.9.1. Contractor shall:

- 1.9.1.1. Maintain and support firewall subsystem software components where applicable
- 1.9.1.2. Monitor the system for virus and security alerts and vulnerabilities and execute appropriate actions
- 1.9.1.3. Notify County of system interruptions and security breaches
- 1.9.1.4. Comply with national legislation based upon the EU Data Protection Directive 95/46/EC, and effective May 25, 2018, the EU General Data Protection Regulation ("GDPR"), in relation to any "personal data" received by or originating from Client. For clarification purposes, Contractor shall be the Data "Processor" as defined by the EU" Data Protection Directive 95/46/EC and GDPR when it receives personal data originating from County, who is the "Controller." Contractor shall promptly notify County if it becomes aware of any breach of "personal data."

1.9.2. Contractor is responsible for IT Security Services from the Demarcation Point into the proposed solution data centers through the infrastructure and applications provided by Contractor. IT Security Services include the evaluation, selection, deployment, and on-going management of Industry Standard security applications and tools.

1.10. Operational Support

1.10.1. Contractor shall provide operational support that includes, but is not limited to:

- 1.10.1.1. A replicated system architecture that maintains data synchronization across redundant resources
- 1.10.1.2. Regularly tested disaster recovery services that include system and data restoration
- 1.10.1.3. Load balancing to redirect traffic to redundant resources
- 1.10.1.4. Use of multi-zone databases for high availability
- 1.10.1.5. Provide auto-scaling instances based on application and processing loads
- 1.10.1.6. Secure transmission of data being stored or archived
- 1.11. Database Management
 - 1.11.1. Contractor shall provide database management services that include, but are not limited to, the following:
 - 1.11.1.1. Monitoring database performance and addressing issues
 - 1.11.1.2. Performing database upgrades, patches, and service packs
 - 1.11.1.3. Perform database capacity planning
 - 1.11.1.4. Perform database refreshes and clones as required
 - 1.11.1.5. Perform database backups and database recovery
 - 1.11.1.6. Perform database purging and archiving as required
- 1.12. Release Management
 - 1.12.1. Contractor shall manage new software releases in the following ways:
 - 1.12.1.1. Provide guidance to County on release planning
 - 1.12.1.2. Assess impact of new releases to County's environment
 - 1.12.1.3. Perform County-requested periodic refreshes of the non-production environment(s) from the production environment up to twice per calendar month
 - 1.12.1.4. Perform application upgrades and maintenance pack installations
 - 1.12.1.5. Install emergency release updates as needed
- 1.13. Performance Management
 - 1.13.1. Contractor shall:
 - 1.13.1.1. Monitor system, application, and batch job performance
 - 1.13.1.2. Analyze performance-related incidents to identify factors impacting performance
 - 1.13.1.3. Work with County infrastructure unit to ensure that network connectivity and bandwidth requirements are being satisfied
 - 1.13.1.4. Collect and provide, or provide access to, metrics and compliance reports on agreed-upon aspects of the service
 - 1.13.2. County shall work to ensure that its network and bandwidth meet the requirements of the application.
- 1.14. Technology Infrastructure Services
 - 1.14.1. Contractor shall:
 - 1.14.1.1. Review and resolve technical issues within the system
 - 1.14.1.2. Answer technical questions for day-to-day maintenance

- 1.14.1.3. Perform system administration
- 1.14.1.4. Provide system performance monitoring and system adjustments as needed to optimize performance
- 1.14.1.5. Provide networking and integration between the SpryPoint applications
- 1.14.1.6. Provide system and storage capacity planning
- 1.14.1.7. Provide workload management and support
- 1.14.1.8. Perform infrastructure maintenance and support
- 1.14.1.9. Manage the testing of all application and system changes prior to applying to production
- 1.14.1.10. Perform updates/service packs
- 1.14.1.11. Perform system software patching and updates/service packs
- 1.14.1.12. Notify County if desktop system patching, updates, or service packs are required
- 1.14.1.13. Provide change bundling analysis to reduce the frequency and length of time required to apply changes
- 1.14.1.14. Create and execute backout plans for system changes to the various environments
- 1.14.1.15. Apply code patches for application software
- 1.14.1.16. Implement minor technology updates
- 1.14.1.17. Provide system maintenance scheduling and coordination
- 1.14.1.18. Report system outages and service interruptions
- 1.14.1.19. Provide infrastructure monitoring and alerting
- 1.14.1.20. Provide environment set-up, maintenance, and support to include the Production, Staging, and Sandbox environments.

Billable Services

1.15. Out-of-Scope Services

If County requests services beyond the scope of this Agreement, the request will be considered out-of-scope. Any out-of-scope item is considered an enhancement or a change to the service and shall be directed to the Contractor's Customer Success Team through regular support request options. Enhancement requests include new functionality and features. Change requests include changes to the services or responsibilities of the service. Such out-of-scope services would require a quote containing an estimated timeline, hours, and hourly rates. Such changes include, but are not limited to:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters
- Extended telephone training
- API changes

1.16. Rate Card

Any billable services that are requested beyond the go-live date will be performed at the then-prevailing rate as published by the Contractor. Any enhancements will be implemented pursuant to the change control process.

Support Level Definitions and Responsible Parties

1.17. Tier 1 Support

County shall provide Tier 1 support as the first point of Application support. County shall perform the following:

1.17.1. Maintain a trained staff of advanced users who:

1.17.1.1. Provide basic Application navigation, functionality explanation, user and password management, preliminary technical troubleshooting, locked IP address resets and other elevated administrative functions and preliminary troubleshooting and issue analysis

1.17.1.2. Attempt to resolve Tier 1 support calls using Contractor-provided Knowledge Base

1.17.1.3. If necessary, determine when to escalate Tier 1 issues to Tier 2 and log the incident

1.17.2. Contractor shall:

1.17.2.1. Maintain and update the Tier 1 system Knowledge Base

1.17.2.2. Ensure that the Knowledge Base is accessible to the County

1.18. Tier 2 and Tier 3 Support

1.18.1. Contractor shall:

1.18.1.1. Maintain a well-trained staff of technicians and experts to assess issues, provide solutions and create new application features.

1.18.1.2. Establish clearly defined points of contact that can receive and respond to incidents submitted by County.

1.18.1.3. Advise County of estimated time required to resolve an incident.

1.19. System Maintenance

1.19.1. SpryPoint plans Scheduled Maintenance to occur outside our clients' standard business hours.

Weekly System Maintenance Schedule

Solution	Window	Day of Week
SpryCIS	8pm-9pm ET	Wednesday
SpryEngage	8pm-9pm ET	Monday

Monthly System Maintenance Schedule

Solution	Window	Day of Week
SpryCIS	8am-12pm ET	Last Saturday of Month
SpryEngage	8am-12pm ET	Last Saturday of Month

- 1.19.1.1. If an instance occurs where updates are required immediately or within a short timeframe to maintain the integrity or functionality of Contractor applications, Contractor will notify Client's designated contact of an unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time.
- 1.19.1.2. Although rare, SpryPoint, may at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Should this occur, Contractor will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.
- 1.19.1.3. In extraordinary circumstances, if it is necessary to take the system offline or otherwise prevent access to applications (zero-day vulnerability), Contractor will take preventive action to mitigate any potential adverse impact to our clients.

Incident Prioritization and Reporting

1.20. Incident Severity Levels

Severity Level is determined by several factors including:

- The number of customers/accounts affected
- Functions of the application not being available (such as billing, payments)

Contractor will work with Client to identify and prioritize any items in question.

Severity Level	Description	Response Target	Resolution Target	Update Frequency
1 Urgent	County's business is not operational due to significant performance issues or outages, creating a substantial financial impact and/or number of end users impacted. Examples include, but are not limited to: <ul style="list-style-type: none"> • System is unavailable • Unable to perform a key function such as calculation of bills, application of payments, or account updates • A key function is malfunctioning, creating a severe financial or end user impact • Any event that impacts more than 20% of the customer base 	1 Hour	4 Hours	1 Hour

Severity Level	Description	Response Target	Resolution Target	Update Frequency
2 Critical	<p>County's business is operational but the ability to perform business functions is severely disabled or impacted. Critical business function(s) are partially operational or operating by use of a workaround only sustainable for a short period of time or a critical business function is operating at limited capacity or has a defect which creates errors or atypical results to end user's records, transactions, or financials. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • 10%-20% of the end customer is affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark) • Non-performance impacting defect creates errors or incorrect results • Issues relating to Email, voice, or SMS messaging 	2 Hours	16 Business Hours	4 Business Hours
3 Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service.</p> <p>The service is fully functional but may contain a cosmetic flaw, a misspelling, or a cryptic message. County has misinterpreted documentation or has questions on configuration or functionality. No operational, financial, or end user impact.</p> <p>The business is operational but with reduced efficiency. Examples include, but are not limited to:</p> <ul style="list-style-type: none"> • Single end user account issue • Business function has a slight restriction of function of non-critical nature • A workaround is required to maintain normal operations • How Do I...? • General Inquiries 	8 Hours	80 Business Hours	Upon Resolution
4	Enhancement requests	16 Hours	As defined in Change Process	As defined in Change Process

Figure 1 – Incident Severity Levels

1.21. Incident Reporting

1.21.1. The County shall designate a maximum number of named contacts to request and receive support services from Contractor. These named contacts must be trained on the Contractor services for which they initiate support requests.

1.21.2. Incident reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year. Before calling, County must collect as much of the following information as possible:

- Date and time the issue started
- Product and functionality (i.e., SpryCIS – Meter Reading)
- General description of the issue
- How to replicate the issue
- Severity level
- Operating system (i.e., iOS, Android, Windows)
- Device (i.e., iPad, Samsung Tab, Microsoft Surface, Google Pixel)

- Browser (i.e., Chrome, Safari, Internet Explorer, Firefox)
- Screenshots, if available

1.21.3. Incidents shall be directed to Contractor via:

- Phone - 855.TRY.SPRY
- Email - support@sprypoint.com
- Contractor support portal - support.sprypoint.com
- [In-app Support Widget \(must be enabled\)](#)

1.22. Triage

Based on the severity level of the support request, Contractor shall respond to County within the Response Target indicated in this SLA. During this initial contact, Contractor has several objectives:

- Confirm and/or clarify the understanding of the support request. Adjust reported severity level if necessary
- Document the use case where the issue occurs
- Document the variables involved i.e., browser and version, device type, user, etc.
- Establish a resolution plan and provide an estimated resolution time if possible
- If an estimated resolution time cannot be provided during the initial contact, County will be provided with an estimate on the resolution timeframe
- If the support request is Level 5 (Enhancement request), Client will be contacted to discuss the use case and scope of the enhancement.

1.23. Resolution

An Incident Resolution will indicate that the issue has been addressed and resolved, pending confirmation from County's designated contact. If for any reason County is not satisfied with the resolution, the County may request the issue to be re-opened.

1.24. Postmortem Report

For all Severity Level 1 and 2 issues, Contractor shall produce a postmortem report and provide such report to County upon request.

Service Request Management

1.25. Contractor shall:

- 1.25.1. Provide technical and functional troubleshooting for Tier 2/3 issues.
- 1.25.2. Work with County to determine if a support case is for new system functionality (i.e., a change) or requires assistance (i.e., a bug).
- 1.25.3. Provide a web-based system for support cases to be logged
- 1.25.4. Work with County to assign proper severity of incident, based on definitions
- 1.25.5. Provide support case tracking and reporting
- 1.25.6. Work with County to resolve Tier 2/3 support cases
- 1.25.7. Monitor, measure, and report on the status of Tier 2/3 support cases

- 1.25.8. Analyze recurring incidents and establish a resolution or workaround for such incidents
- 1.25.9. Work with County in reporting and resolving unplanned outages of any component or environment
- 1.25.10. Provide root cause analysis and feedback to County for all Severity Level 1 and 2 incidents and issues. Understanding that timeliness of this information is important, Contractor will use all commercially reasonable efforts to deliver the analysis and feedback in a timely manner.
- 1.25.11. Escalate Tier 2 issues to Tier 3 as necessary
- 1.25.12. Promptly report outages and service interruptions to County
- 1.25.13. Monitor and administer client environments
- 1.26. County shall:
 - 1.26.1. Maintain a well-trained staff that understands Contractor's web-based support system and how to log incidents
 - 1.26.2. Work with Contractor to assist in the resolution of Tier 2 and Tier 3 incidents.

Contractor Support Hours and Holidays

- 1.27. Support Hours
Support is provided during Contractor's business hours, 8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday (excluding Canadian holidays). Client can submit tickets 24 hours per day and after-hours on-call support is available when requested. This does not override high severity events which require support outside Contractor's standard support hours.
- 1.28. After-hours support not pertaining to high severity events is available upon request. This provides extra support when migrating, updating, or upgrading integrated line-of-business applications. After-hours on-call support rates are defined on the Contractor's published rate card.
- 1.29. Holidays
Response to requests other than Severity Level 1 and 2 may be delayed up to 24 hours during holidays observed by Contractor, as outlined below. If a holiday denoted with an asterisk falls on a weekend, it is observed the following Monday.

Contractor Holiday	Date
New Year's Day*	January 1
Provincial Holiday	Third Monday in February
Good Friday	Late March/Early April
Victoria Day	Third Monday in May
Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day of Truth and Reconciliation	September 30
Thanksgiving (Canadian)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

Service Levels and Standards

1.30. Service Availability

Contractor shall use commercially reasonable efforts to make its Services available with a Monthly Uptime Percent of 99.5%, as calculated in Section 8.2, within each calendar month.

1.31. Monthly Uptime Percent and Service Credit Calculation

For the purpose of Service Credit calculation, the following words when printed in this SLA with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative, or possessive case, and with or without quotation marks:

1.31.1. **“Monthly Uptime Percent”** means ((Expected Monthly Uptime Minutes minus Monthly Outage Minutes) divided by Expected Monthly Uptime Minutes) multiplied by 100.

1.31.2. **“Expected Monthly Uptime Minutes”** means Monthly Calendar Minutes minus Monthly Excluded Minutes.

1.31.2.1. **“Monthly Calendar Minutes”** means the total time of a calendar month commencing at 12:00 a.m. Eastern Standard Time of the first day of such calendar month and ending at 11:59 p.m. Eastern Standard Time of the last day of such calendar month.

1.31.2.2. **“Monthly Excluded Minutes”** means the total number of monthly minutes for Excluded Events.

1.31.2.2.1. **“Excluded Events”** means outage events excluded in this SLA, or outage events excluded by both parties.

1.31.3. **“Monthly Outage Minutes”** means the accumulated time during a calendar month for Outage Events.

1.31.3.1. **“Outage Events”** means the accumulated time, in minutes, during which County experiences a Severity Level 1 (Urgent) or Severity Level 2 (Critical) outage, for reasons other than Excluded Events.

1.32. Service Credit Methodology

For each calendar month, Contractor shall track and report all Application outages, including Outage Events and Excluded Events, showing each outage and the calculation of the Monthly Uptime Percent. Contractor shall present this report in a mutually agreed-upon format to the County by the 5th Business Day of the following month.

If the Monthly Uptime Percent fails to meet 99.5%, the Contractor will issue Service Credits to the County on subsequent invoices for SaaS Fees or, upon the termination or expiration of the Agreement, the Service Credits shall be paid directly to the County based on the Monthly Service Credit Percentage as follows:

Monthly Uptime Percent	Monthly Service Credit Percentage
<100.0% to 99.5%	0% (No Service Credit)
<99.5% to 98.5%	10%
<98.5% to 98.0%	15%
<98.0% to 97.5%	20%
<97.5% to 97.0%	25%
<97.0% to 96.5%	30%
<96.5%	40%

The Service Credit is the Monthly Service Credit Percentage multiplied by the applicable prorated monthly SaaS fee. The monthly SaaS fee is the annual SaaS fee, divided by 365, multiplied by the number of calendar days in the month commencing at 12:00 a.m. Eastern Standard Time of the first day of such calendar month and ending at 11:59 p.m. Eastern Standard Time of the last day of such calendar month.

1.32.1. Exclusions, Exceptions and Limitations

Service Credits do not apply to any Service performance issues caused by factors; (I) outside Contractor's reasonable control, including a force majeure event, an internet outage or related problems beyond the Demarcation Point of Contractor; (II) that result from County's equipment, software, or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third-party equipment within Contractor's direct control); (III) that result from any scheduled maintenance as provided for pursuant to this Agreement; or (IV) arising from Contractor's suspension and termination of County's right to use Software pertaining to termination clauses or force majeure identified in the Master Agreement.

Periodic Service Review

1.33. Periodic Review of Open Tickets and Outstanding Issues

Reviews of open tickets and/or outstanding issues are offered by Contractor upon County's request and may be held either monthly or quarterly as agreed by both parties. Reviews shall be led by a member of Contractor's Customer Success Team and commonly include discussion and review of open or recently closed tickets, and discussion and review of recent or forthcoming product releases.

1.34. Periodic Review of Service Level Agreement Performance

Such reviews shall be held quarterly or at a mutually agreed upon time (such as to discuss an incident or issue) and will be led by the Manager of Customer Success Team and shall include:

- Discussion and resolution of any issues that may arise under the SLA
- Service delivery since last review
- Service Credits
- Major deviations from service targets

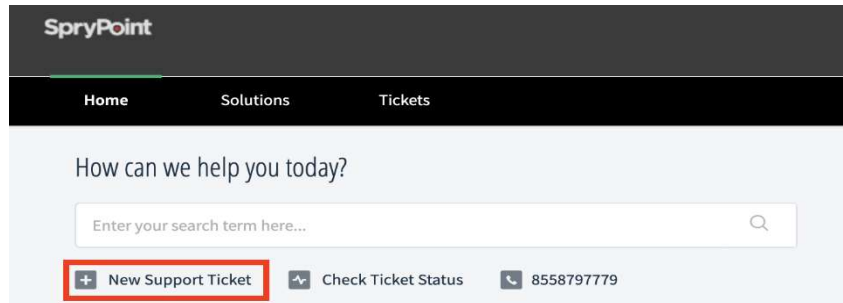
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for Contractor or County

Appendix A – Support Process Supplemental Information

1.35. Creating a Ticket

1.35.1. Log into support.sprypoint.com

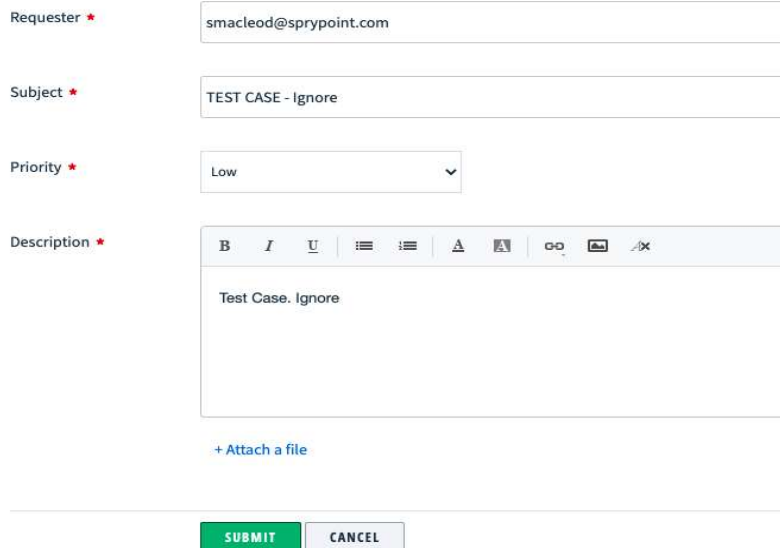
1.35.2. Choose New Support Ticket



The screenshot shows the SpryPoint support portal. At the top, there's a navigation bar with 'Home', 'Solutions', and 'Tickets'. Below this is a search bar with the text 'How can we help you today?' and a placeholder 'Enter your search term here...'. Below the search bar, there are three buttons: '+ New Support Ticket' (highlighted with a red box), 'Check Ticket Status', and a phone icon with the number '8558797779'.

Provide as much information as you can in the required fields.

Submit a ticket



The screenshot shows the 'Submit a ticket' form. It has four main sections: 'Requester' with a text field containing 'smacleod@sprypoint.com'; 'Subject' with a text field containing 'TEST CASE - Ignore'; 'Priority' with a dropdown menu set to 'Low'; and 'Description' with a rich text editor containing 'Test Case. Ignore'. Below the description field is a link '+ Attach a file'. At the bottom, there are two buttons: 'SUBMIT' and 'CANCEL'.

1.36. Checking Ticket Status

1.36.1. Log into support.sprypoint.com

1.36.2. Search by **Open** or **Pending** tickets

1.36.3. Sort by date created or last modified

1.36.4. Click on the ticket to view status and assigned agent

1.37. Escalation

If County needs to escalate an issue beyond the Support Analyst in charge, County may escalate first to the Customer Success Manager, followed by the Managing Partner if necessary:

Shelley MacLeod, Customer Success Manager

smacleod@sprypoint.com

Office: 902.510.1770

Mobile: 902.213.0950

Kyle Strang, Managing Partner

kstrang@sprypoint.com

Office: 617.939.9016

Mobile: 902.476.7930

1.38. Release Management

Contractor provides releases for all applications on a regular basis. The releases are pushed out after standard business hours and will be live in County's system the next morning. Release Notes shall be provided with each release and this document will highlight new features, enhancements, and fixes. Primary contacts are included on the distribution list for the Release Notes. If County has needs to add or remove recipients, a support desk ticket must be created.

1.39. Training/Help

1.39.1. Contractor shall:

- 1.39.1.1. Provide an in-application Knowledge Base for all Tier 1 support issues
- 1.39.1.2. Provide training for County users of Contractor's Support Ticket system
- 1.39.1.3. After go-live, Contractor shall provide refresher training courses if requested by the County. A quote will be provided for any training requested based the prevailing rate card, which is published annually.

EXHIBIT VII
LICENSE FOR USE OF COUNTY SERVICEMARK

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

The Mark may be used on the following:

Printed materials

Electronic materials

Contractor’s website: www.sprypoint.com.

Contractor shall not use the Mark for any other purpose.

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

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

Page Break

Servicemark Guidelines

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

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS


PRIMARY LOGO

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


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

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

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



BRAND COLORS


The primary Oakland County logos use the following brand colors.

PMS	347	PMS	Black C
CMYK	84,15,78,2	CMYK	0,0,0,100
RGB	0,154,102	RGB	0,0,0
HEX	#009A66	HEX	#000000

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


Destination Oakland Blue

PMS 2865 | CMYK 85,21,6,0 | RGB 5,156,202







Prosper Orange

PMS 715 | CMYK 0,54,87,6 | RGB 240,141,40




LOGO VARIATIONS

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

WHITE SPACE


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



QUESTIONS

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

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



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

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

EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that I am an employee or subcontractor of (*Name of Contractor's Company*): _____
(hereinafter "Company") under Contract #: _____, and

- At all times during my assignment at Oakland County, I will remain an employee or subcontractor of the Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- Company is responsible for establishing the conditions of my assignment to Oakland County; and
- Company is solely responsible for compensating me for my services; and
- I understand and agree that as an employee or subcontractor of Company, I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability dental and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee, I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.

I acknowledge that:

- I have no copyright, patent, trademark or trade secret rights to any Oakland County Intellectual Property or any work developed by me while providing services to Oakland County; and,
- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.
- I will comply with and sign the FBI Criminal Justice Information Services Security Addendum if I will have access to CJIS Data.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

**Contractor or Contractor Employee must provide a copy of completed form to the Purchasing Division at Purchasing@oakgov.com to receive a County Identification badge.*

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Introduction Contractor shall provide County with a utility billing application. The SpryCIS, SpryArchive, and Spry Engage System ("System") will provide the ability to replace the County' existing Northstar utility billing application.

1.1. Contractor shall:

- 1.1.1. Implement the System and provide the deliverables described herein.
- 1.1.2. Integrate the System with County's existing identified systems.
- 1.1.3. Provide onsite or remote training
- 1.1.4. Provide County with their Disaster Recovery Plan.

2. System Features

2.1. SpryPoint SaaS Products - The business scope of SpryPoint's software-as-a-service application(s) are defined as follows:

2.1.1. **SpryCIS** - Customer Information System will, at a minimum, provide functions and processes to support Customer Service and Customer Account Management, Meter reading and Interval Consumption/Usage collection and information, meter equipment/inventory records and location data, other billing related inventory records, field service order requests, rate, fee and tariff storage to be used in mass calculation, billing calculation and production of billing statements, and Financial Processing to include processing of payments, adjustments, past due collections actions and notifications, unpaid debt processing, and financial reconciliations.

2.1.1.1. Integration as defined within this Scope of Services document and final accepted work product

2.1.1.2. Reporting/Data Access as defined within this Scope of Services document and final accepted work product

2.1.1.3. Archive data store which allows for inquiry and retrieval of transactional data within the SpryCIS application, but this transactional data is not editable and is not included in standard table-based data reporting.

2.1.2. **SpryEngage** - Customer Engagement Platform will, at a minimum, provide the functions and processes to support Customer Self-Service and Engagement including:

2.1.2.1. Customer Facing

2.1.2.1.1. Customer Registration & Login

2.1.2.1.2. Mobile Access via responsive web design

2.1.2.1.3. Customer Dashboard

- 2.1.2.1.4. Profile Management
- 2.1.2.1.5. Alert Sign-up & delivery
- 2.1.2.1.6. Guest Access
- 2.1.2.1.7. Interactive Consumption Presentation
- 2.1.2.1.8. Bill Display
- 2.1.2.1.9. Electronic Billing
- 2.1.2.1.10. Payment Processing
- 2.1.2.1.11. Electronic Forms Submissions
- 2.1.2.2. **Administrative**
 - 2.1.2.2.1. Administrative Dashboard
 - 2.1.2.2.2. Reporting & Analytics
 - 2.1.2.2.3. Customer Masquerading
 - 2.1.2.2.4. Form Creation & Management
 - 2.1.2.2.5. Operational Mapping & Alerts
 - 2.1.2.2.6. FAQ

2.2. Enhancements – Provide custom requests for WRC to complete their work. All enhancements to the base solution will be added to the core code to meet a defined County requirement.

- 2.2.1. Simplified Accounts Receivable View
 - 2.2.1.1. Provide Customer Service Representatives (CSR) with a view which combines certain charges so that they only appear as one charge.
- 2.2.2. Unmasking of Pre-Authorized Payments (PAP) Account Numbers
 - 2.2.2.1. Allow unmasking of PAP numbers (routing and account numbers) by a designated system admin and require them to be entered twice to ensure accuracy.
- 2.2.3. Communications Queue
 - 2.2.3.1. Ability to delete or sort messages in the communication queue.
- 2.2.4. Billing Process/Consumption Review
 - 2.2.4.1. Add ability to see how many times a meter has been estimated.
- 2.2.5. Liens/Certification
 - 2.2.5.1. Change the Account Status in Liens. Requirement to be able to complete liens by status type.
 - 2.2.5.2. Enhance the liens process so that there is an automated Letter Generation Process similar to the Collection process. Allow unmasking of PAP numbers (routing and account numbers) by a designated system admin and require them to be entered twice to ensure accuracy.
- 2.2.6. Payment Arrangements

- 2.2.6.1. Have the ability to Add the Bill in Total on the Payment Arrangement view instead of by Service Type.
- 2.2.6.2. Have the ability to send reminders about payment arrangements on the messaging on the bill template.
- 2.2.7. Statistics on Batches
 - 2.2.7.1. Have the ability to Provide statistics from a certain Batch or Community.
- 2.2.8. Collections
 - 2.2.8.1. Have the ability to add “Date of Last Payment” to the Collections Events Listing.

2.3. System Reports

- 2.3.1. Provide County with the reports identified during analysis and verify the reports provide the information expected in the reports.
- 2.3.2. Provide the ability to create, query, export, and print reports.

2.4. Integration with other County Systems

Contractor shall:

- 2.4.1. Provide documentation to support the configuration and testing of each integration.
- 2.4.2. Create an Integration Design Document for each of the new interfaces to define the detailed design and technical approach.
- 2.4.3. Manage the building, testing, sandboxing, and production deployment and configuration.
- 2.4.4. Build Secure integrations between existing County systems and the System. These integrations will pass data to allow for continuity between systems.
 - 2.4.4.1. Infosend (Bill print) – A two-way integration between SpryCIS and Infosend to send billing information.
 - 2.4.4.1.1. Create and manage the bill template as part of the project.
 - 2.4.4.2. Workday (GL & AP) – Integration between SpryCIS and the County’s ERP system (Workday) to send transactional data.
 - 2.4.4.2.1. Send General Ledger transactions from SpryCIS to the County’s ERP application.
 - 2.4.4.2.2. Send refund amounts from SpryCIS to the County’s ERP leveraging Accounts Payable information.

- 2.4.4.3. OKTA - Single sign-on and identity management via integrations designed to support industry standards.
 - 2.4.4.3.1. Implement authentication using Federated Services as designated by County's Identity and Access Management (IAM) solution (e.g. SAML or 3rd party cloud authentication).
- 2.4.4.4. CityWorks (Work Order Management System) - Create a two-way integration to capture and transmit data related to work orders.
 - 2.4.4.4.1. Replicate the existing functionality available in the County's current integration between CityWorks and Northstar.
 - 2.4.4.4.2. Identify and communicate possible areas of improvement during the Analysis phase.
- 2.4.4.5. Payment Import Integrations – Integrations with different payment file systems to bring the data into the System.
 - 2.4.4.5.1. Create one-way integrations where SpryCIS will receive payment files from various payment vendors.
 - 2.4.4.5.2. Configure payment file import processes wherein payment files will be imported into SpryCIS from various payment processors.
 - 2.4.4.5.3. Create payment files for import for the following 3rd party remittance Providers:
 - 2.4.4.5.3.1. Metavante
 - 2.4.4.5.3.2. RemitPlus (mail-in payments)
 - 2.4.4.5.3.3. FIS
 - 2.4.4.5.3.4. PayNearMe including IVR Payments.
 - 2.4.4.5.3.5. Drop-box
 - 2.4.4.5.3.6. MARS
- 2.4.4.6. ESRI GIS Supports integration with ESRI ArcGIS Web Map Service (WMS) layers. This will allow administrators to point SpryCIS to existing WMS services and configure the display of WMS layers on maps within the SpryPoint applications.
 - 2.4.4.6.1. Create an interface with the County's ESRI GIS to expose available GIS layers to make available in the SpryCIS.

- 2.4.4.7. PayNearMe Payment Processor/IVR - Create a bidirectional interface to facilitate Payment Card Industry (PCI) Compliant integration between the SpryPoint platform and PayNearMe and is anticipated to include:
 - 2.4.4.7.1. Integrate SpryCIS with PayNearMe:
 - 2.4.4.7.2. Send customer and receivable information to PayNearMe
 - 2.4.4.7.3. Receive customer updates, and payment information including bill suppression information if applicable.
 - 2.4.4.7.4. Send customer and receivable information to Interactive Voice Recognition (IVR) for outbound dialing purposes.
 - 2.4.4.7.5. Receive Customer Updates, Payment Information, and confirmation of Outbound calls from PayNearMe IVR.
- 2.4.4.8. Integrate SpryEngage with PayNearMe
 - 2.4.4.8.1. Enable and configure Single Sign-On capabilities for users.
 - 2.4.4.8.2. Embed existing PayNearMe PCI Compliant payment capabilities within the SpryEngage platform.
 - 2.4.4.8.3. Update payments made via PayNearMe in SpryEngage back to SpryCIS.
- 2.4.4.9. Integrate SpryCIS with PayNearMe IVR
 - 2.4.4.9.1. Customers can call into the PayNearMe IVR to provide customers with key information to facilitate payments including but not limited to:
 - 2.4.4.9.1.1. Customer Address
 - 2.4.4.9.1.2. Account Number
 - 2.4.4.9.1.3. Amount Past Due
 - 2.4.4.9.1.4. Payment Due Date
 - 2.4.4.9.2. Any payments made through the PayNearMe IVR will be sent back to SpryCIS and will be reflected in the account.
- 2.4.4.10. Neptune N-Sight Plus/360 – Support standard meter reading integration with the County’s Automated Meter Reading (AMR) system including Neptune N-Sight Plus/360.
 - 2.4.4.10.1. Export meter reading information by route or billing cycle to standard Neptune 360 AMR format.
 - 2.4.4.10.2. Import meter reading information from standard

Neptune AMR format.

3. System Implementation –

Contractor shall use its implementation methodology to deliver the SpryPoint Service.

3.1. Overall Implementation:

Contractor shall:

- 3.1.1. Assume responsibility for the successful completion of this Scope of Services.
- 3.1.2. Assume overall responsibility for conducting all project related administration activities including the development and administration of a work plan, project schedule, and project plan that clearly indicates all County tasks and responsibilities.
- 3.1.3. Be responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
- 3.1.4. Implement the System and provide the deliverables described herein.
- 3.1.5. Integrate the System with County's existing systems.
- 3.1.6. Lead iterative data conversion and mapping activities between the legacy system and integrations.
- 3.1.7. Start the project to implement the System within 45 days after the Contract is executed.
- 3.1.8. Provide County with the Contractor's Disaster Recovery Plan for identified application(s).
- 3.1.9. Transition to Operational Support with Contractor.

County shall:

- 3.1.10. Consider implementation of Contractor's "Best Practices" to minimize the need for software customizations.
- 3.1.11. Provide the specified number of staff, as described in the detail project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
- 3.1.12. Participate in working sessions as required to support contractors deployment, configuration, testing activities
- 3.1.13. If on-site activity is required, County will provide workspace for each Contractor consultant. Breakout and conference space will also be provided if required.
- 3.1.14. Ensure Project Team members are available for meetings, workshops, discussions, and conference calls upon request by Contractor. Project Team members will respond to information requests by Contractor staff.
- 3.1.15. Prepare all data and get it to a state that is acceptable to Contractor's standards.

- 3.1.16. Participate in data mapping for the systems to be integrated into the System.
- 3.1.17. Test and verify that all requirements have been met.
- 3.1.18. Transition to Operational Support with Contractor.

3.2. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the SpryPoint Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

- 3.2.1. Analysis – Overview/System Familiarization Training - During this phase either before or as part of the workshops Contractor will complete an overview training session. The purpose of this training is to introduce the core team member to the SpryPoint product(s).

Contractor shall:

- 3.2.1.1. Ensure contracts are fully executed and reviewed by required project team members.
- 3.2.1.2. Schedule introduction call with County Project Manager to discuss next steps.
- 3.2.1.3. Provision environment(s) and provide initial access.
- 3.2.1.4. Complete initial project plan.
- 3.2.1.5. Provide access to shared project folder for County.
- 3.2.1.6. Complete introduction call with County Project Manager.
- 3.2.1.7. Schedule project kickoff session, provide presentation agenda.
- 3.2.1.8. Schedule overview training sessions.
- 3.2.1.9. Complete project kickoff session.
- 3.2.1.10. Complete overview training sessions.
- 3.2.1.11. Provide all information related to the technical, and project support that will be available during System set-up through post-implementation.

County shall:

- 3.2.1.12. Provide Contractor with any documentations that will assist with understanding County needs.
- 3.2.1.13. Complete any questionnaires and/or document requests as requested by the Contractor.
- 3.2.1.14. Complete required steps to receive access to project folders provided by Contractor.
- 3.2.1.15. Review initial project schedule and provide feedback.
- 3.2.1.16. Work with Contractor Project Manager to schedule project kickoff and overview training sessions.
- 3.2.1.17. Participate in project kickoff.
- 3.2.1.18. Participate in overview training.

Contractor and County shall work together to:

- 3.2.1.19. Review the project work plan, schedule, and Communications Plan.
- 3.2.1.20. Refine detailed project plans, schedules, deployment, and training strategies, and begin to refine full project planning.

- 3.2.2. Analysis - Analysis Workshops - These workshops are used as an opportunity for the Contractor to understand the County business processes and the County to understand how the SpryPoint products can help the County meet their business needs. In addition, any gaps between the two will be identified

Contractor shall:

- 3.2.2.1. Work with County Project Manager to schedule workshops.
- 3.2.2.2. Provide agenda(s) for workshops.
- 3.2.2.3. Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them
- 3.2.2.4. Review and familiarize themselves with the County's legacy system using available material provided by the County, personal interviews, and other such information as needed.
- 3.2.2.5. Lead workshops involving appropriate Contractor project resources, and County business process experts to create an Analysis Report. These workshops and the resulting documentation will be used to configure the SpryPoint Service.
- 3.2.2.6. Document County business process and how the SpryPoint solution will meet the need of the County or document any identified gaps.
- 3.2.2.7. Deliver Analysis report to the County for review and feedback
- 3.2.2.8. Update analysis report based on County feedback.
- 3.2.2.9. Provision environment(s) and provide initial access.
- 3.2.2.10. Complete initial project schedule.

County shall:

- 3.2.2.11. Work with Contractor project manager to schedule workshops.
- 3.2.2.12. Participate in workshops, provide any requested documentation and/or complete any provided workbooks.
- 3.2.2.13. Consider accepting best practices recommendations and process changes based on the use of the SpryPoint Solutions.
- 3.2.2.14. Review Analysis Report and provide feedback.
- 3.2.2.15. Sign-off on final Analysis Report.

- 3.2.3. Analysis – Planning Documents - To create these documents Contractor will meet with the appropriate County resources

Contractor shall:

- 3.2.3.1. Create a Test Plan document that outlines the strategy for testing. As part of the test plan testing success parameters will be agreed to with the County.
- 3.2.3.2. Create a Training Plan document that outlines the requirements for training County staff.
- 3.2.3.3. Create a security plan to outline the out of the box security roles with the SpryCIS and SpryEngage products.
- 3.2.3.4. Review the reports and dashboards that are needed in the operational areas, determine which reports are already available within the SpryPoint Service, and identify which reports need to be modified, or newly written, to meet business needs.
- 3.2.3.5. Provide a data conversion strategy document that will outline where data is coming from, format requirements for extracted data, parameters for data validation, data cleansing approach. This information will be based on the agreed data conversion parameters as defined in this document section 3.3.2.27 Data Conversion.

County shall:

- 3.2.3.6. Sign-off on final Analysis Report Review and provide feedback on test plan and/or sign-off on plan.
- 3.2.3.7. Review and provide feedback on Training Plan and sign-off on plan.
- 3.2.3.8. Review and provide feedback on security plan and sign-off on plan.
- 3.2.3.9. For security purposes: match individual users to the security roles and create users within the products.
- 3.2.3.10. Provide input into the required reporting and dashboard needs.
- 3.2.3.11. Review report plan and provide feedback and/or sign-off on the plan.
- 3.2.3.12. Provide input and feedback on Data Conversion Strategy document.
- 3.2.3.13. Provide sign-off on Data Conversion Strategy document.

3.2.4. Information Gathering - The Information Gathering Phase will define the functional and technical requirements for implementation of the project.

Contractor shall:

- 3.2.4.1. Communicate with County to request all necessary information to successfully implement the System.

County shall:

- 3.2.4.2. Provide all information related to the integrations required with other systems operated by County, including which data must be integrated into the System.

3.2.4.3. Provide all information related to the types and requirements for reports required by County.

3.2.4.4. Identify potential dates for training, numbers of County staff to train and the County location that will be used for training.

3.2.5. Deliverables

Contractor shall provide County with:

3.2.5.1. Detailed Project Plan: A formal approved document that defines the overall plan for how the project will be executed, monitored and controlled.

3.2.5.2. Communications Plan: The Communications Plan identifies how important information will be communicated to stakeholders throughout the project. It also determines who will be receiving the communication, how those people will receive it, when they'll receive it, and how often they should expect to receive that information.

3.2.5.3. Analysis Report: The Analysis Report contains a summarization of detailed analysis to understand what may need to change as a result of moving to the new system(s).

3.2.5.4. Report Plan: The Report Plan is a plan that details existing reports and how that information will be used as reporting in the new system(s).

3.2.5.5. Data Conversion Strategy: The Data Conversion Strategy is a document that outlines what data needs to be converted, how it is to be cleansed, and how it will be converted and loaded.

3.2.5.6. Test Plan: The project test plan is a document that outlines for project stakeholders the product functions to be tested, what specific tests will be performed, the approach to be take for those tests, what to test and what not to test, how the tests will be performed, who will be responsible for performing each test, what results are expected, what is considered a successful test and a failed test, and exit criteria for any series of tests as well as for the testing phase as a whole.

3.2.5.7. User Training Plan: A Training Plan is a document that communicates to management and stakeholders details of the. proposed training program. An approved training plan authorizes the project team to expend resources. for the development, implementation, and execution of the proposed training program.

3.2.5.8. Design Document: Design documentation is a collection of documents and resources that covers all aspects of the County's product design. Documentation should include information about users, product features, and project deadlines; all essential

implementation details; and design decisions that Contractor shall review with County.

- 3.2.5.9. Specifications: This document(s) will describe how each requirement meets the business needs for the project. Requirements should be measurable, traceable, consistent, complete, and acceptable to the stakeholders. Information shall include the hardware specifications, the required licensed software and browser settings.
- 3.2.5.10. Conduct interviews with internal County staff and will ensure that any security gaps are detected and documented.
- 3.2.5.11. User Acceptance Test Plan: A detailed 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.
- 3.2.5.12. Implementation Checklist: Tasks County and Contractor need to perform to implement the System.

3.2.5.13. Deliverable Review

After County receives each Deliverable(s):

County shall:

- 3.2.5.13.1. Have ten (10) business days to review the Deliverable and notify Contractor if it is acceptable.
- 3.2.5.13.2. (If the Deliverable requires enhancements) Provide Contractor with a written list of the sections in the Deliverable that need to be modified.
- 3.2.5.13.3. (Upon receipt of the revised Deliverable) Have ten (10) business days to review the Deliverable and notify Contractor if the Deliverable is Acceptable.
- 3.2.5.13.4. Repeat this process will continue until County provides written notice that each individual Deliverable is acceptable.

Contractor shall produce and perform the following:

- 3.2.6. **Analysis- Organizational Change Management** - The objective of Organization Change Management (OCM) in the Analysis phase is for the Contractor team to better understand the current state of County, assess the organizational culture and the capacity to change.

Contractor shall:

- 3.2.6.1. Coordinate with County to identify stakeholders.
- 3.2.6.2. Coordinate with County to develop OCM Strategy and Schedule.
- 3.2.6.3. Coordinate with County to develop internal and external communication plan.
- 3.2.6.4. Review decisions log from workshops and identify impacts to staff.
- 3.2.6.5. Identify training requirements.

County shall:

- 3.2.6.6. Coordinate with Contractor to identify stakeholders.
- 3.2.6.7. Coordinate with Contractor to develop OCM Strategy and Schedule.
- 3.2.6.8. Coordinate with Contractor to develop internal and external communication plan.
- 3.2.6.9. Assist with Decision Log review and provide input to employee impact.
- 3.2.6.10. Provide input into training requirements.

3.3. Configuration

The configure stage is the period in the project where the project teams work to gather to “setup” the Contractor products to meet the specific business process requirements of the County as defined in the Analysis Document.

3.3.1. Configuration Planning

Contractor and County shall work together to confirm:

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

3.3.2. Configuration -Development and Configuration - To document and track the configuration, Contractor will use a configuration workbook to track the initial configuration.

Contractor shall:

- 3.3.2.1. Populate configuration workbook with any already identified configuration.
- 3.3.2.2. Review the configuration workbook with County.
- 3.3.2.3. Schedule and lead configuration working sessions.
- 3.3.2.4. Coordinate with County to complete the configuration workbook.
- 3.3.2.5. Coordinate with County to update configurations in appropriate environment.
- 3.3.2.6. Assign workbooks or spreadsheets to County as required to complete configuration.
- 3.3.2.7. Schedule and lead bill statement workshop.
- 3.3.2.8. Complete bill statement file and required Integration Design Document.
- 3.3.2.9. Gather requirements for developing County’s Service Order processes this includes service types.
- 3.3.2.10. Build and deliver all letter(s) and template(s) that are required to meet the needs of identified business processes.

- 3.3.2.11. Be responsible for all enhancements to the system.
- 3.3.2.12. Lead and be responsible for the development of forms, reports, interfaces, conversions, enhancements, and workflow with the assistance of County.
- 3.3.2.13. Provide sufficient lead time for asks of 3rd parties related to the integration and overall delivery of the final solution. For this point, sufficient timing will be a minimum of ten (10) business days.
- 3.3.2.14. Be responsible for performing quality assurance of all enhancements, interfaces, reports, and workflows prior to their delivery to the County for user testing and acceptance.
- 3.3.2.15. Fine tune and adjust user profiles.
County shall:
 - 3.3.2.16. Participate in configuration working sessions.
 - 3.3.2.17. Complete configuration assignments as required.
 - 3.3.2.18. Provide input into system configuration.
 - 3.3.2.19. Provide input into bill statement workshop.
 - 3.3.2.20. Provide feedback and/or sign-off on bill statement file and Integration Design Document.
 - 3.3.2.21. Provide input into service order processes including service types
 - 3.3.2.22. Provide input and approve letters and templates.
 - 3.3.2.23. Provide subject matter experts for the legacy system as required to support the design, development, and testing of interfaces against other systems.
 - 3.3.2.24. Lead all interactions with 3rd parties related to the integration and overall delivery of the final solution.
 - 3.3.2.25. Make resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts.
 - 3.3.2.26. Complete data acceptance activities after each data conversion
 - 3.3.2.27. **Configure – Data Migration-** Contractor uses an agile project approach during the data migration process. It should be noted that while Contractor will complete conversion until the data is correct, any more than four conversions can result in schedule delays.
Contractor shall:
 - 3.3.2.27.1. Share and review Data Mapping Document with County.
 - 3.3.2.27.2. Provide answers to County Data Extraction resources as required.
 - 3.3.2.27.3. Develop and complete data import routines.
 - 3.3.2.27.4. Update data import scripts as required during the project.

- 3.3.2.27.5. Coordinate with County to identify baseline accounts for data acceptance testing.
- 3.3.2.27.6. Coordinate with County to explain the process and goals of data acceptance testing.
- 3.3.2.27.7. Answer questions and provide support as required during data acceptance testing.
- 3.3.2.27.8. Provide data validation reports and criteria for each data iteration.
- 3.3.2.27.9. Agree to convert history dating back from 01/01/2019 into SpryCIS. If additional data prior to 01/01/2019 is required, the data will be converted into the SpryPoint Data Archive solution.
- 3.3.2.27.10. Agree to convert data (as outlined below) including transactional data from 2014 forward. Transactional history from 01/01/2019 will be brought into the transaction tables in the SpryCIS database.
- 3.3.2.27.11. Import Older data (between 2014 and 2018) to the SpryCIS archive data store. If the County would like to bring in additional data prior to 2014, this will be discussed further during the Analysis phase.
- 3.3.2.27.12. Provide specific details of the objects to be converted per the following table (and any other identified objects during the Analysis Phase of the project):

Table – Planned Objects to be Converted		
Item Number	Object	Details
1	Customers	Customers with balances within the specific time limits, including relationships (i.e landlords/tenants). This also includes customer addresses and contact information Note: in the agreed time if there are inactive customers with balances these will be included in conversion.
2	Premises	All active premises in the agreed time
3	Accounts	Accounts only within the time range or accounts with a balance
4	Meters	All meters within the agreed time range
5	Service Points	Service points within the agreed time range
6	Meter Readings	For all meters per the agreed time

7	AR Balance	All account balances within agreed time
8	Service Orders	All service orders within the agreed time frame. Any completed service orders will be put in archive within the desired time
9	Bill History	Includes transactional data for any accounts per the agreed time
10	Deposits	If applicable, deposit values will be converted

County shall:

- 3.3.2.27.13. Complete data mapping document as directed by Contractor.
- 3.3.2.27.14. Develop and provide data exact files in the agreed upon format required by the Contractor for each data iteration and/or data refresh.
- 3.3.2.27.15. Update data extraction routines as identified throughout the project.
- 3.3.2.27.16. Work with Contractor to identify baseline accounts for data acceptance testing.
- 3.3.2.27.17. Complete data acceptance testing, as directed by Contractor, for each data iteration.
- 3.3.2.27.18. Review data validation reports for each data iteration.
- 3.3.2.27.19. Review data conversion iteration results with Contractor.
- 3.3.2.27.20. Complete data cleansing activities as required.
- 3.3.2.28. **Configure – Integrations & Enhancements** - During the configuration stage, design documents will be created for each interface, and enhancement that are included in the scope of the project.

Contractor shall:

- 3.3.2.28.1. Provide documentation for existing agreed upon/applicable integrations for review by County.
- 3.3.2.28.2. Provide integration design documents for any new integrations in scope.
- 3.3.2.28.3. Build and deliver any in scope integrations as identified in Section 2.4 Integration with other County Systems in this document.
- 3.3.2.28.4. Provide details, build, and deliver any in scope enhancements identified in Section 2.2 Enhancements in this document.

County shall:

- 3.3.2.28.5. Review, provide feedback, and approval on integration design documents.
- 3.3.2.28.6. Provide feedback and approval on enhancements included in scope identified in Section 2.2 Enhancements in this document.
- 3.3.2.28.7. Provide feedback on any completed integrations as identified in Section 2.4 Integration with other County Systems in this document.

- 3.3.2.29. **Configure – Reports** - During configuration any reports and dashboards identified as required for go-live in the Report Plan will be developed.

Contractor shall:

- 3.3.2.29.1. Build any required for Go-Live reports per the report plan.
- 3.3.2.29.2. Build any required for Go-Live dashboards per the report plan.

County shall:

- 3.3.2.29.3. Review and provide feedback on any delivered reports.
- 3.3.2.29.4. Review and provide feedback on any delivered dashboards.

- 3.3.2.30. **Configure - Security & Roles** - During configuration roles and security permissions will need to be setup and managed.

Contractor shall:

- 3.3.2.30.1. Update out of box security roles to support any enhancement or product changes.
- 3.3.2.30.2. Provide County training on how to manage and assign security roles to users.
- 3.3.2.30.3. Provide County with the knowledge to create and design custom security roles.

County shall:

- 3.3.2.30.4. Assign security roles to users.
- 3.3.2.30.5. Update any custom security roles with applicable changes.

- 3.3.2.31. **Configure - Organizational Change Management** - The objective of OCM in the Configure phase is to drive change results. Activities will include effective communication strategies, execution of action plans, tracking and evaluation, and formation of strong and effective team structures to achieve project success.

Contractor shall:

- 3.3.2.31.1. Work with County to identify, communicate, and manage any change
- 3.3.2.31.2. Develop Change Impact Document
- 3.3.2.31.3. Develop additional organizational change management training materials per the OCM strategy

County shall:

- 3.3.2.31.4. Work with the Contractor to identify, communicate, and manage any change
- 3.3.2.31.5. Review and provide feedback and/or sign-off on Change Impact Document
- 3.3.2.31.6. Review, provide feedback and/or assistance with organizational change management training materials

3.4. Testing

3.4.1. **Test – Cases** - A test case is a document that outlines an element or scenario to be complete a during a specific test cycle (feature, function, interface, etc.). Each test case must meet the following requirements:

- 1. Identifies the functional/business domain recommended to be tested
- 2. Describes the testing purpose
- 3. Specifies the environment to be used
- 4. Outlines any dependencies

Contractor and County shall:

- 3.4.1.1. Jointly develop all test plans outlining the testing approach, methods, data, and participants.
- 3.4.1.2. Be responsible for updating and validating the acceptance test plan that will be mutually agreed on by the parties.

Contractor shall:

- 3.4.1.3. Provide resources for product fixes resulting from errors identified during the system testing process.
- 3.4.1.4. Deliver the completed SpryPoint Service to County for review and acceptance.
- 3.4.1.5. Provide County out of the box test cases to meet the standard business processes.
- 3.4.1.6. Review modified test cases, answer questions and/or provide recommendations.

County shall:

- 3.4.1.7. Be responsible for conducting an acceptance test of the completed system as delivered by Contractor at the completion of testing activities identified in the Test Plan.
- 3.4.1.8. Modify out of the box test cases to meet County's custom needs.

- 3.4.1.9. Review, participate, and complete testing activities under the direction of Contractor as per the scope.
- 3.4.1.10. Be responsible to sign-off on testing results.
- 3.4.2. **Test – Data Refresh** - As part of the testing process:
Contractor shall:
 - 3.4.2.1. Schedule required data refresh(s)
 - 3.4.2.2. Provide updated data import routines
 - 3.4.2.3. Update testing environment with refreshed data
 - 3.4.2.4. Provide any validation reports (per Data Conversion Strategy identified in 3.2.27 – Data Conversion in this document.County shall:
 - 3.4.2.5. Fix any required extraction routines.
 - 3.4.2.6. Provide updated data extraction files for data refresh.
 - 3.4.2.7. Review provided data validation reports.
- 3.4.3. **Test – Tester Training** -To ensure the project team has captured as many scenarios as possible and addressed all business cases it is important that other users be identified and perform testing during various rounds of testing. This is especially true for User Acceptance Testing.
Contractor shall:
 - 3.4.3.1. Provide training agenda(s) and presentations for training.
 - 3.4.3.2. Lead classroom style training (either remote or onsite) for County staff.County shall:
 - 3.4.3.3. Make users available to participate in training session(s).
 - 3.4.3.4. Ensure core team members assist with communication of new functionality and business processes.
- 3.4.4. **Test –Enhancement Testing** - Enhancement Testing is the stand-alone testing of the system Enhancements, performed during development.
Contractor shall:
 - 3.4.4.1. Complete internal testing of enhancements.
 - 3.4.4.2. Load enhancement to appropriate environment(s) so they are available for County testing.

Test – Integration Testing - Integrated Testing will focus on these four main areas:

 - Core integrated testing which tests batch/API real time processes.
 - Integrated testing scenarios inclusive of primary and secondary scenarios.
 - Unit testing interfaces and enhancements.
 - Unit testing reports, dashboards, and bill prints.Contractor shall:
 - 3.4.4.3. Ensure system is ready for testing.
 - 3.4.4.4. Complete internal testing (unit and smoke testing).

3.4.4.5. Work with County to resolve any identified testing issues.

County shall:

3.4.4.6. Complete integration testing activities.

3.4.4.7. Provide feedback on test results.

3.4.4.8. Coordinate with Contractor to resolve any identified testing issues.

3.4.5. **Test – Performance Testing** - Performance Testing ensures that the SpryPoint Service and the software environment are properly configured to meet a production level of realistic data volume. To properly simulate the production environment, processes are run during normal business hours on selected cycles.

Contractor shall:

3.4.5.1. Leverage 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.

3.4.5.2. Complete performance testing activities using Contractor's own software and metrics.

3.4.5.3. Provide testing results to County.

3.4.5.4. Test the back-up and recovery systems including how documentation will be retained in the event of a data loss

County shall:

3.4.5.5. Review and performance testing results.

3.4.6. **Test – Functional Testing** -The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will align with County's business requirements.

Contractor shall:

3.4.6.1. Complete internal system testing and resolve any issues.

3.4.6.2. Ensure system is ready for testing for County.

3.4.6.3. Answer questions and provide support to County resources.

3.4.6.4. Coordinate with County to resolve any identified issues.

3.4.6.5. Retest issues as required.

3.4.6.6. Track all testing progress and metrics and report weekly to County.

County shall:

3.4.6.7. Complete testing per the test cases and provide feedback to Contractor.

3.4.6.8. Report any issues between the requirements and systems that have been configured for this solution.

- 3.4.6.9. Work with Contractor, as required to assist, with resolving any identified issues.
- 3.4.6.10. Retest issues as required.
- 3.4.7. **Test – User Acceptance Testing** - User Acceptance uses a scenario-based approach to create a day in the life type testing to ensure all business processes are covered. User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, reports, enhancements, interfaces, business processes and user security deemed as required for Go-Live (and not documented as an exception) have been tested and approved/ validated. Contractor shall:
 - 3.4.7.1. Complete internal system testing to resolve any issues.
 - 3.4.7.2. Ensure system is ready for testing for County.
 - 3.4.7.3. Answer questions and provide support to County resources.
 - 3.4.7.4. Coordinate with the County and work to resolve any issues.
 - 3.4.7.5. Retest issues as required.
 - 3.4.7.6. Track all testing progress and metrics and report weekly to County.
 - 3.4.7.7. Meet with County to review the status of the System Implementation and review the User Acceptance Test Plans.
 - 3.4.7.8. 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.
 - 3.4.7.9. Create User Test and Acceptance Plans that are based on configuration and requirements documents approved by the County.County shall:
 - 3.4.7.10. Complete testing per the test cases and provide feedback to Contractor.
 - 3.4.7.11. Coordinate with Contractor, as required to assist, with resolving any issues.
 - 3.4.7.12. Report any issues between the requirements and systems that have been configured for this Scope of Services.
 - 3.4.7.13. Work with Contractor to create User Test and Acceptance Plans
 - 3.4.7.14. Retest issues as required.
- 3.4.8. **Test – Organization Change Management (OCM)** - The objective of OCM activities in the Test phase is to complete County transformation from the “as-is” to the “to-be” and embed all business change. Activities will begin toward the end of the training sessions and continue into post Go-Live. Contractor will use an agile approach to monitor user adoption of new

business processes throughout cutover and post Go-Live.

Contractor shall:

- 3.4.8.1. Update OCM plan as required.
- 3.4.8.2. Collect feedback from the County.
- 3.4.8.3. Update communications plan as needed.
- 3.4.8.4. Coordinate with County to identify impacted employees of the new or existing systems.
- 3.4.8.5. Coordinate with County to train and support employees.
- 3.4.8.6. Develop and update Go-Live transition plans as required.
- 3.4.8.7. Review all support requests to ensure all issues identified as System bugs are addressed.

County shall:

- 3.4.8.8. Support OCM activities as required by the OCM Plan.
- 3.4.8.9. Work with Contractor to identify impacted employees.
- 3.4.8.10. Work with Contractor to train and support employees.
- 3.4.8.11. Review and provide feedback for documents provided by Contractor.

- 3.4.8.12. Approve documents as required by Contractor.

- 3.5. Deployment** - The Deploy phase is the point at which County and Contractor decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

Contractor and County shall work together to:

- 3.5.1. Develop a Go Live Plan prior to the proposed go-live date.
- 3.5.2. Stage all aspects of the system in preparation for production cutover.
- 3.5.3. Develop a mutual agreement regarding the Go-Live plan and schedule.
- 3.5.4. Conduct production cutover activities.
- 3.5.5. **Deploy - Prerequisites** - To cutover to production the following criteria must be met:

County shall:

- 3.5.5.1. Confirm that User Acceptance Testing has been completed.
- 3.5.5.2. Confirm that all issues marked as required for Go-Live are completed.

- 3.5.6. **Deploy - End User Training/ OCM End User Training** - End user training is a classroom style training, completed either remotely or onsite, that ensures the County users understand how to use the System products to complete the County's business processes. As part of Organizational Change Management Strategy, training will be provided to end users. The goal of training is to explain to users the changes that occurred and how those changes will impact them.

Contractor shall:

- 3.5.6.1. Prepare training agenda(s) and training presentation materials.

- 3.5.6.2. Lead training sessions, per the training plan, for County end users.
County shall:
- 3.5.6.3. Participate in training session(s).
- 3.5.6.4. Assist Contractor in training sessions to help ensure buy in for new business processes.
- 3.5.6.5. Establish a practice lab and schedule for trained users.
- 3.5.6.6. Ensure trained user spend time in practice lab(s) ahead of Go-Live.
- 3.5.7. **Deploy - Mock Go-Live** -The Mock Go-Live acts as a dress rehearsal for the actual Go-Live.
Contractor shall:
 - 3.5.7.1. Complete draft Go-Live plan.
 - 3.5.7.2. Complete Data Import Routines as identified on the Draft Go-Live plan.
 - 3.5.7.3. Complete Go-Live activities as identified on the Draft Go-Live plan.
 - 3.5.7.4. Complete Mock Go-Live documents and review with County.
 - 3.5.7.5. Review Mock Go-Live results and update Go-Live plan with feedback from mock Go-Live.County shall:
 - 3.5.7.6. Review and provide feedback on Go-Live plan.
 - 3.5.7.7. Complete data extract routines as identified on the Draft Go-Live plan.
 - 3.5.7.8. Complete Go-Live activities as defined on the Draft Go-Live plan.
 - 3.5.7.9. Review Mock Go-Live documents and provide feedback and/or sign-off.
 - 3.5.7.10. Participate in review of mock Go-Live and provide feedback.
- 3.5.8. **Deploy – Go/No-Go Decision** -This is a decision point. Upon completion of the Deploy Prerequisites a meeting is held to review the deliverables and determine if the County intends to proceed with the scheduled Go-Live.
Contractor shall:
 - 3.5.8.1. Prepare documentation for Go/No-Go.
 - 3.5.8.2. Schedule Go/No-Go Meeting and provide meeting input.
 - 3.5.8.3. Review Deploy Prerequisites and confirm Go-Live readiness.
 - 3.5.8.4. In event of No-Go Decision work with County to confirm requests are within scope and action items accordingly.County shall:
 - 3.5.8.5. Review Go/No-Go documents.
 - 3.5.8.6. Participate in Go/No-Go meeting and sign-off on decision to proceed or provide details, in writing, on decision not to proceed.
 - 3.5.8.7. In the event of a No-Go Decision, document issues stopping the go decision and work with Contractor to determine if these are in or out of scope.

- 3.5.9. **Deploy – Notifications** - As the County prepares for Go-Live the County may need to identify customers, vendors and other 3rd parties that may need to be notified of the system Go-Live.

Contractor shall:

- 3.5.9.1. Act as a resource for County to talk about their experiences and what other counties have done, as requested.

County shall:

- 3.5.9.2. Prepare and complete notifications of system Go-Live interested third parties, such as customers, vendors.

- 3.5.10. **Deploy - Cutover** - The cut-over phase includes the system shutdown time, during the Go-Live, when the cut-over to production occurs. Most of this work is performed upon the agreed upon timeframe to ensure minimal impact. During this time, the final data conversion is completed, and all other steps as identified in the cut-over plan are completed, and validation is performed to ensure everything is in place.

Contractor shall:

- 3.5.10.1. Complete final data conversion imports in the production environment.
3.5.10.2. Complete Go-Live cutover activities as defined in the cut over plan.
3.5.10.3. Prepare Go-Live Sign-off document.

County shall:

- 3.5.10.4. Complete final data conversion extracts from legacy system.
3.5.10.5. Complete Go-Live cutover activities as defined in the cut over plan.
3.5.10.6. Review Go-Live Sign-off document(s).
3.5.10.7. Provide feedback on Go-Live documents and approval to proceed.

- 3.5.11. **Post Go-Live Support** - This is the initial period after Go-Live where the focus is on system stabilization. During this period, the County is using the SpryPoint product(s) to complete their day-to-day responsibilities and run their business. Contractor's implementation team is available to the County to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

Contractor shall:

- 3.5.11.1. Provide post Go-Live support to County for a period of 100 days with the goal of completing at minimum one complete billing cycle per City, Village, or Township.

- 3.5.11.2. Provide County with access to Contractor staff to answer questions, resolve Severity 1 and 2 post Go-Live issues.
- 3.5.11.3. Provide up to one refresher training, as needed and as mutually agreed upon between the Contractor and the County Project Managers.
- 3.5.11.4. Provide a maximum of up to 40 hours of report development and/or report training for “nice to have reports”. The allocation of this time will need to be mutually agreed to by the Contractor and the County project manager.
- 3.5.11.5. Develop a punch list of all outstanding in-scope issues, post Go-Live issues and review list with the County.

County shall:

- 3.5.11.6. Provide input into the punch list by Identifying post Go-Live issues and missing deliverables to Contractor as soon as possible.
- 3.5.11.7. Work with Contractor to review punch list and identify any missing items.
- 3.5.11.8. Work with Contractor to assist with prioritization of punch list items.
- 3.5.11.9. Approve/sign-off on the completion of punch list items.
- 3.5.11.10. Participate in any identified refresher training.
- 3.5.11.11. Provide requirements for identified nice to have reports and/or participate in the creation of these.

Transition to Customer Success Team -After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, Contractor will transition the County to the Customer Success Team. The Customer Success Team is the team that supports the SpryPoint Products after the Service Delivery Team (Implementation Team) has rolled off the project.

Contractor shall:

- 3.5.11.12. Create internal documentation and facilitate internal meeting(s) to transfer project knowledge between the Contractor’s Service Delivery Team and Customer Success Teams.
- 3.5.11.13. Facilitate an introduction and transition call with Contractors Customer Success team and the County staff.
- 3.5.11.14. Ensure Contractor’s Service Delivery team will continue to deliver all remaining punch list items, while the Contractor’s Customer Success Team will be responsible for any new issues going forward.

County shall:

- 3.5.11.15. Participate in the introduction call with the Contractor’s Customer Success Team.
- 3.5.11.16. Submit new issues via the process outlined in the service levels in this Agreement

3.5.12. Project Close Out -The project close out is the point of the project where both parties agree that all project deliverables have been completed per the Scope of Services.

Contractor shall:

3.5.12.1. Create Project Close-out document(s) to summarize all completed work.

County shall:

3.5.12.2. Review project close out document(s) and present changes to Contractor or provide sign-off/approval of the document(s).

4. Pricing

4.1. Implementation Costs

Deliverable	Description	One-time fees
Implementation	Reference Table 5.1 for price details by deliverable	\$866,600
Total Implementation Costs		\$866,600

4.2. SaaS Products Annual Costs

SpryPoint SaaS Application Name/Module	Environments Included during implementation*	Environments included after go-live*	Usage Metric	Production Only			Annual Subscription Amount for Initial term
	Environment Name (quantity)	Environment Name (quantity)		Usage Metric Limitations	Quantity licensed	Price per metric	
SpryCIS – Customer Information System	Production (1), Staging (1) Sandbox (1)	Production (1) Sandbox (1)	Active Account Accounts	N/A	68,000	\$3.00 per Active Account in blocks of 500	\$204,000
SpryEngage – Customer Engagement Platform	Production (1), Sandbox (1)	Production (1)	Active Accounts	N/A	68,000	\$0.75 per Active Account in blocks of 500	\$51,000
Total Annual Cost – Year 1							\$255,000
Total Annual Cost – Year 2 (Estimated)							\$267,750
Total Annual Cost – Year 3 (Estimated)							\$281,138
Total SAAS Product Cost (Estimated)							\$803,888

- 4.2.1. **Annual Escalation** - Escalation will be calculated as the higher of the following:
- The change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to each anniversary of the Effective Date
 - 5% per year.

This does not include metric usage adjustments, any change orders or purchase of additional software applications from SpryPoint. For clarity, the table below represents an estimation of the 5 Year Annual Subscription Fee Schedule assuming an escalation rate of 5% per year:

***Estimation/Example**

Software as a Service Fees					
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
SpryCIS	\$204,000	\$214,200	\$224,910	\$236,156	\$247,963
SpryEngage	\$51,000	\$53,550	\$56,228	\$59,039	\$61,991
Total	\$255,000	\$267,750	\$281,138	\$295,195	\$309,954

- 4.2.2. Upon mutual agreement between SpryPoint and County, other environments may be established for specific purposes throughout the implementation (Eg, Test & Train) and will not result in additional cost to County.
- 4.2.3. If additional dedicated environments are required post go-live there may be additional fees required. SaaS Software Usage Metrics
- 4.2.4. SpryPoint may verify metrics through a quarterly audit and will bill any changes annually. Audit results will be shared with County. Any use exceeding or decreasing from the usage metrics within scope and defined above will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began and accordingly fees decrease from the calendar month of decreased use.
- 4.2.5. Usage Metric Definitions - Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period and are for Production Environment only. County is licensed "up to" the Usage Metric Limitation.
- 4.2.5.1. Accounts are defined as "Active Accounts" within the CIS.
An account is no longer considered Active when it is ineligible to receive a Statement and is no longer subject to ancillary processes such as penalties, collections routines or external communication from SpryCIS. Active accounts are audited based on a variance of +/-500 accounts for the purposes of pricing updates as outlined in the auditing process below.

- 4.2.6. Usage Metric Verification Process -County has access to self-service metric usage on demand and within the Service. County System Administrators can add or remove Accounts and Users as needed. It is the County's sole responsibility to archive users in SpryMobile if they are no longer being used.

4.2.6.1. For example, if in the first subscription year:

Annual Subscription Invoicing of 25,000 Active Accounts = \$75,000

Quarter 1 Audit = An average of 24,900 Active Accounts during the quarter = \$0.00 increase or decrease.

Quarter 2 Audit indicates an average of 25,300 Active Accounts during the quarter = \$1500 increase (\$3 per account x block of 500) prorated for the remaining term of the active subscription period (6 months), to be added to the subsequent renewal period.

Quarter 3 Audit indicates an average of 24,443 Active Accounts during the quarter = \$3,000 decrease (\$3 per account x block of 1,000) prorated for the remaining term of the active subscription period (3 months), to be applied as a credit against the subsequent renewal period.

Quarter 4 Audit indicates an average of 24,900 Active Accounts during the quarter.

Next Annual Subscription Invoicing for 25,000 Active Accounts:

$$\begin{aligned}
 &(\$75,000 * \text{Renewal Year Escalation Rate}) \\
 &+ \\
 &((\$1500 * \text{Previous Year Escalation Rate of } 0\%) * (2/4)) \\
 &- \\
 &((\$1500 * \text{Previous Year Escalation Rate of } 0\%) * (1/4)) \\
 &= \\
 &\$77,625
 \end{aligned}$$

The average number of active accounts during per quarter is calculated as:

$$(\text{Total Active Accounts during the Quarter}/3)$$

4.3. Travel Costs

Travel Budget for the Project has been estimated at \$25,000 based on 10 trips on-site at an estimated cost of \$2,500/trip as outlined below. County shall have the final decision on whether vendor travel is required.

Planned Travel and Expense Budget					
Costs per Trip	Airfare	Lodging	Car Rental	Per Diem	Total
	\$1,100	\$700	\$350	\$350	\$2,500
Trips	10	10	10	10	10
TOTAL	\$11,000	\$7,000	\$3,500	\$3,500	\$25,000

County shall reimburse SpryPoint for all expenses included in this estimated Travel Budget which includes:

- Direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees.
- A per diem rate of \$70.00/day which includes all meal food and telecommunications expenses (no receipts will be provided).
- Mileage charge based on the current Internal Revenue Service recommended rate per mile.
- All other reasonable expenses incurred in the performance of Contractor's duties.

County will be billed for any non-recoverable/non-transferable direct travel costs incurred by Contractor that result from a cancellation by County with fourteen (14) Calendar Days or less of scheduled on-site Services. Additionally, County hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in County's Project resulting from County's cancellation of Services.

Contractor shall confirm County acceptance and readiness prior to purchasing any non-recoverable/non-transferable direct travel costs incurred by Contractor.

If upon Contractor's arrival, the County is not adequately prepared or has not completed the assigned tasks for such visit by Contractor and the Contractor has previously provided all the requisite information, instructions, and training, then the County will be billed 100% of the on-site fee. If additional Services are required because the County was not adequately prepared, Contractor shall provide a Contract Amendment to the County for the additional Services.

4.4. Optional Costs - Integrated Notification Services: The SpryPoint platform includes integrated notification services which can be enabled by County for the purposes of customer alerts and notifications. SpryPoint's Notification services include:

- 4.4.1.1.1. Inbound & outbound SMS text messaging
- 4.4.1.1.2. Outbound voice messaging
- 4.4.1.1.3. Inbound & outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage according to the following table.

<u>Service</u>	<u>Rate</u>
Inbound & Outbound SMS Messaging	\$0.02 / Message segment
<u>Local Outbound Voice Messaging</u>	<u>\$0.03 per minute</u>
<u>Toll-Free Outbound Voice Messaging</u>	<u>\$0.03 per minute</u>
<u>Optional Random Short Code</u>	<u>\$15,000/year</u>

4.4.1.1.4. All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges. County will pay all communications surcharges associated with your use of the Integrated Notification Services. Communications Surcharges will be shown as a separate line item on an invoice.

4.4.1.1.5. The character limit for a single SMS message is technically 160 characters. However, most modern phones and networks support message concatenation which means they split large messages into individual SMS messages (called "segments") and then re-create the large message at the receiving end.

4.4.1.1.6. When County sends an SMS message containing more than 160 characters, the message will be split into smaller messages for transmission. Large messages are split into 153-character 'segments' and sent individually, then re-assembled by the recipient's device. For example, a 161-character message will be sent as two messages: one with 153 characters and a second with eight characters. SpryPoint will invoice County for every segment sent.

4.5. Total Costs

Deliverable	Description	Cost
Implementation	Reference Table 5.1 for price details by deliverable	\$866,600
SAAS Product Cost	Reference Table 4.2 for price details	\$803,888
Travel	Reference Table 4.3 for price details	\$25,000
Optional Costs	Reference Table 4.4 for price details Text Messages Assuming 440,000k @ 2x per month X 3 years	\$52,800
Total Contract Costs		\$1,748,288

5. Payment

5.1. Billing/Invoicing - Annual SaaS fees are due upon contract execution and will be invoiced in US Dollars at the yearly anniversary each subsequent year including any metric usage updates. Any Amendments will be billed according to the Payment Schedule determined within the associated Scope of Services.

5.1.1. Below is the contact information for the administration of all audit information, invoicing, and any technical administration:

SpryPoint		Oakland County	
Address:	45 Queen Street Suite #401 Charlottetown, PE C1A 4A4	Address:	2100 Pontiac Lake Rd., Bldg. 41A Waterford, MI 48328- 0462
Contact Name/Role:	Kyle Strang Managing Partner	Contact Name/Role:	Scott N. Guzzy Purchasing Administrator
Phone Number:	902-940-6830	Phone Number:	O: 248-858-0511
Email Address:	kstrang@sprypoint.com	Email Address:	IT_Procurement@oakgov.com

5.2. Implementation Deliverables: Contractor shall invoice County monthly for all deliverables completed and accepted within the previous month, based on the payment milestones in the table below. County shall provide payment to Contractor for upon receipt of invoice.

Milest one	Phase	Milestone Name	Deliverables	Deliverable Numbers	Cost
1	Project Management	PM Month 1	PM activities per the Scope of Services	3.1.1/3.1.2	\$13,000
2	Project Management	PM Month 2	PM activities per the Scope of Services	3.1.1/3.1.2	\$13,000
3	Project Management	PM Month 3	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
4	Project Management	PM Month 4	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
5	Project Management	PM Month 5	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
6	Project Management	PM Month 6	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
7	Project Management	PM Month 7	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
8	Project Management	PM Month 8	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
9	Project Management	PM Month 9	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
10	Project Management	PM Month 10	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000

11	Project Management	PM Month 11	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
12	Project Management	PM Month 12	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
13	Project Management	PM Month 13	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
14	Project Management	PM Month 14	PM activities per the SCOPE OF SERVICES	3.1.1/3.1.2	\$13,000
15	Analysis	Project Kickoff	Complete the following Deliverables: - Mobile Project Team - Conduct Project Kickoff - Environment Setup - Staging - Prepare project infrastructure - Detailed Analysis Workshop schedule complete	3.2.1.1/3.2.1.2/3.2.1.3/3.2.1.5/3.2.1.6/3.2.1.7/3.2.1.8/3.2.1.11	\$2,500
16	Analysis	Overview Training	Complete the following deliverables: - Overview Training	3.2.1.10	\$1,500
17	Analysis	Analysis Workshops 1	Complete the following deliverables: - Customer Care Analysis Workshops - Premises Analysis Workshops	3.2.2.1/3.2.2.2/3.2.2.3/3.2.2.4/3.2.2.5/3.2.2.6	\$12,500
18	Analysis	Analysis Workshops 2	Complete the following deliverables: - Billing Analysis Workshops - Payments Analysis Workshops - Collections Analysis Workshops	3.2.2.1/3.2.2.2/3.2.2.3/3.2.2.4/3.2.2.5/3.2.2.6	\$12,500
19	Analysis	Analysis Workshops 3	Complete the following deliverables: - Bill Template Analysis Workshop - Finance & Admin Analysis Workshop	3.2.2.1/3.2.2.2/3.2.2.3/3.2.2.4/3.2.2.5/3.2.2.6	\$12,500
20	Analysis	Analysis Workshops 4	Complete the following deliverables: SpryEngage Workshop	3.2.2.1/3.2.2.2/3.2.2.3/3.2.2.4/3.2.2.5/3.2.2.6	\$10,000
21	Analysis	Analysis Workshops 5	Complete the following deliverables: Bill Template Workshop	3.2.2.1/3.2.2.2/3.2.2.3/3.2.2.4/3.2.2.5/3.2.2.6	\$5,000
22	Analysis	Analysis Report Delivery	"Complete the following deliverables: - Deliver Analysis Report"	3.2.2.7, 3.2.5.4	\$15,000
23	Analysis	Analysis Report Sign-off	Complete the following deliverables: - Analysis Report Updates - Analysis Report Review & Approval	3.2.2.10, 3.2.5.3	\$5,000
24	Analysis	Report Plan	Complete the following deliverables: - Deliver Report Plan	23.2.3.4, 3.2.5.5	\$2,500
25	Analysis	Test Plan	Complete the following deliverables: - Deliver Test Plan	3.2.3.1, 3.2.5.6	\$2,500
26	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan	3.2.3.2, 3.2.5.7	\$2,500
27	Analysis - OCM	Change Management Plan	Complete the following deliverables: - Deliver Change Management Plan	3.2.6.1/3.2.6.2/3.2.6.3/3.2.6.5	\$2,800
28	Analysis Data Conversion	Data Conversion Strategy	Complete the following deliverables: - Data Conversion Strategy	3.2.3.5, 3.2.5.5	\$2,500
29	Configuration	Configuration 1	Complete the following deliverables: - Supporting Configuration Workshops - Initial setup decisions in configuration Workbook updates for following workbook tabs: * Enable Services * Aging * GL Account Structure * GL Accounts * Billing Cycles * Penalty Type - Configuration in staging environment	3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/	\$13,500

30	Configuration	Configuration 2	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops - Initial setup decisions in configuration Workbook updates for following workbook tabs: <ul style="list-style-type: none"> * Receivable Types * Revenue Months * Billing Periods * Default GI Accounts * Services Types * Tax Schedules <p>- Configuration in staging environment</p>	<p>3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/</p>	\$13,500
31	Configuration	Configuration 2	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops -Initial setup decisions in configuration Workbook updates for following workbook tabs: <ul style="list-style-type: none"> * Account Statues * Customer Statues * Premise Statues * Account Types * Premise Types * Equipment Location Types * Routes * Water Meter Configurations * Rate Schedule * Meter Size Rate Detail * Charge Types * Deposit Types * Credit Memo Type * Global Config * Measurement Types <p>- Configuration in staging environment</p>	<p>3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/</p>	\$13,500
32	Configuration	Configuration 3	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops -Initial setup decisions in configuration Workbook updates for following workbook tabs: <ul style="list-style-type: none"> * Collections Media * Collections Routine * New Item Categories * CVT Setup * Equipment Categories * Equipment Type * Tender Type * Payment Sources * Auto number configuration * Business Hours[M,B1] <p>- Configuration in staging environment[M,B2]</p>	<p>3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/</p>	\$13,500
33	Configuration	Configuration 4	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops -Initial setup decisions in configuration Workbook updates for following workbook tabs: <ul style="list-style-type: none"> *Dashboard Configuration * Denomination Configuration * Holiday Calendar[M,B3] * Billing Validation Rules *Budget Billing Types * Billing Agreement Add-ons (if applicable) *Summer Sewer Configuration <p>- Configuration in staging environment[M,B4] [M,B5]</p>	<p>3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/</p>	\$10,000

			<p>"Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops - Initial setup decisions in configuration Workbook updates for following workbook tabs: *Payment File Format * Pre-authorized Payment * Alternate ID Types *Relationship Types * Deposit Interest Schedules *Districts *Exemption Reasons *Move In Request Types * Move Out Request Types *Dispute Types 	3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/	
34	Configuration	Configuration 5	- Configuration in staging environment"		\$10,000
			<p>"Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops - Initial setup decisions in configuration Workbook updates for following workbook tabs: * Dispute Resolution Types * Write Off Types * Bankruptcy Types *Service Order Actions * Service Order Types * Communication Message * Auto Reply Rules * Statement Message * Estimation Algorithms * Meter Reading Code Mappings - Configuration in staging environment" 	3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/	\$10,000
35	Configuration	Configuration 6			
36	Configuration	Configuration 7	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> - Supporting Configuration Workshops - SpryEngage Initial Configuration 	3.3.2.1/3.3.2.2/3.3.2.3/3.3.2.4/3.3.2.5/3.3.2.6/	\$21,000
37	Configuration - DC	Data Mapping	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> -Initial completion of data mapping workbook 	3.3.2.27.1/3.3.2.27.2	\$10,000
			<p>Complete the following deliverables as required for Data Iteration 1:</p> <ul style="list-style-type: none"> - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment" 	3.3.2.27.2/3.3.2.27.3/3.3.2.27.5/3.3.2.27.6/3.3.2.27.7/3.3.2.27.9/3.3.2.27.10/3.3.2.27.11/3.3.2.27.12	\$13,500
38	Configuration - DC	Data Integration 1			
			<p>Complete the following deliverables as required for Data Iteration 1:</p> <ul style="list-style-type: none"> - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment 	3.3.2.27.2/3.3.2.27.3/3.3.2.27.5/3.3.2.27.6/3.3.2.27.7/3.3.2.27.9/3.3.2.27.10/3.3.2.27.11/3.3.2.27.12/3.3.2.27.4/	\$13,500
39	Configuration - DC	Data Integration 2			
			<p>Complete the following deliverables as required for Data Iteration 1:</p> <ol style="list-style-type: none"> 1) Complete any data mapping updates 3) Develop/Update data import routines 4) Create & deliver data conversion validation reports 5) Load iteration data in staging environment 	3.3.2.27.2/3.3.2.27.3/3.3.2.27.5/3.3.2.27.6/3.3.2.27.7/3.3.2.27.9/3.3.2.27.10/3.3.2.27.11/3.3.2.27.12/3.3.2.27.4/	\$13,500
40	Configuration - DC	Data Integration 3			
			<p>Completed the following deliverables:</p> <ul style="list-style-type: none"> - Provide integration design document *Workday (GL &AP) * OKTA (Single Sign On) 	3.3.2.27.2/3.3.2.27.3/3.3.2.27.5/3.3.2.27.6/3.3.2.27.7/3.3.2.27.9/3.3.2.27.10/3.3.2.27.11/3.3.2.27.12/3.3.2.27.4/	\$10,500
41	Configuration - Integrations	Integration Design 1			

42	Configuration - Integrations	Integration Design 2	Completed the following deliverables: - Provide integration design document * Cityworks	3.3.2.28.1/3.3.2.28.2	\$7,000
43	Configuration - Integrations	Integration Design 3	Completed the following deliverables: - Provide integration design document * Payment Import Files	3.3.2.28.1/3.3.2.28.2	\$4,000
44	Configuration - Integrations	Integration Design 4	Completed the following deliverables: - Provide integration design document *PayNearMe Payment Processor/IVR	3.3.2.28.1/3.3.2.28.2	\$7,000
45	Configuration - Integrations	Integration Design 5	Completed the following deliverables: - Provide integration design document *Infosend Bill Print	3.3.2.28.1/3.3.2.28.2	\$2,800
46	Configuration - Integrations	Integration Design 6	Completed the following deliverables: - Provide integration design document *Neptune N-Sight Plus/360	3.3.2.28.1/3.3.2.28.2	\$7,000
47	Configuration - Integrations	Integration Design 7	Completed the following deliverables: - Provide integration design document *Remit Plus	3.3.2.28.1/3.3.2.28.2	\$1,500
48	Configuration - Integrations	Bill Template Design	Complete the following deliverables: - Bill template specification	3.3.2.7/3.3.2.8	\$5,000
49	Configuration - Integrations	Integration - Workday (GL & AP) & OKTA (Single Sign On)	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$10,500
50	Configuration - Integrations	Integration - PayNearMe	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$7,000
51	Configuration - Integrations	Integration - Remit Plus	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$1,400
52	Configuration - Integrations	Integration - Cityworks	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$7,000
53	Configuration - Integrations	Integration - Neptune N-Sight Plus 360	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$7,000
54	Configuration - Integrations	Integration - ESRI	Complete the following deliverables: - Provide documentation on standard interface - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$7,000
55	Configuration - Integrations	Integration - Payment Import Files	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$3,500
56	Configuration - Integrations	Integration - InforSend	Complete the following deliverables: - Integration in staging environment ready for County review & testing	3.3.2.28.3	\$2,800
57	Configuration - Integrations	Integration - Bill Template	Complete the following deliverables: - Bill template in staging environment ready for County review	3.3.2.28.3	\$7,000
58	Configuration - Enhancements	Enhancements - Simplified Accounts Receivable View	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000
59	Configuration - Enhancements	Enhancements - Communications Queue	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000
60	Configuration - Enhancements	Enhancements - Billing Process/Consumption Review	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000
61	Configuration - Enhancements	Enhancements - Liens/Certification	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000

62	Configuration - Enhancements	Enhancement - Payment Arrangements	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000
63	Configuration - Enhancements	Enhancement - Statistics on Batches	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.28.4	\$2,000
64	Configuration - Enhancements	Enhancements - Collections	Complete the following deliverables: - Enhancement in staging environment ready for County review & testing	3.3.2.29.1	\$2,000
65	Configuration - Reporting	Reporting	Complete the following deliverables: - Updates and custom reports per the report plan in staging environment for County review	3.3.2.29.2	\$15,000
66	Configuration - Reporting	Dashboards	Complete the following deliverables: - Updates and custom dashboards per the report plan in staging environment for County review	3.3.2.29.2	\$6,000
67	Configuration - OCM	Change Management Activities	Complete the following deliverables: - Change impact document - OCM training materials	3.3.2.31.1/3.3.2.31.2/3.3.2.31.3	\$4,800
68	Test	Functional Test Cases	Complete the following deliverables: - Deliver to County out of the box Functional Test Cases	3.4.6.1/3.4.6.2/3.4.1.1	\$20,000
69	Test	Integration Test Cases	Complete the following deliverables: - Deliver to County out of the box Integration Test Cases	3.4.4.3/3.4.4.4/3.4.1.1	\$20,000
70	Test	User Acceptance Test Cases	Complete the following deliverables: - Deliver to County out of the box User Acceptance Test Cases"	3.4.7.1/3.4.7.2/3.4.4.1	\$19,000
71	Test - Training	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing	3.4.3.1/3.4.3.2	\$16,500
72	Test	Functional Testing	Complete the following deliverables: - Execute Functional Testing - Functional Testing Sign-off	3.4.6.3/3.4.6.4/3.4.6.5/3.4.6.6	\$19,000
73	Test	Integration & Performance Testing	Complete the following deliverables: - Execute Integration Testing - Integration Testing Sign-off	3.4.5.1/3.4.5.2/3.4.5.3/3.4.5.4/3.4.4.5	\$10,000
74	Test	User Acceptance Testing	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Sign-off	3.4.3.1/3.4.7.3/3.4.7.4/3.4.7.5/3.4.7.6/3.4.7.7/3.4.7.8/3.4.7.9	\$10,000
75	Test - OCM	OCM	Complete the SCOPE OF SERVICES deliverables per section 3.4.8	3.4.8.1/3.4.8.2/3.4.8.3/3.4.8.4/3.4.8.5/3.4.8.6/3.4.8.7	\$5,000
76	Deploy - Train	End User Training 1	Complete the following deliverables: - CSRs and Billing people trained	3.5.6.1/3.5.6.2	\$16,500
77	Deploy - Train	End User Training 2	Complete the following deliverables: - Collections, Billing, Meter Readers	3.5.6.1/3.5.6.2	\$16,500
78	Deploy - Train	End User Training 3	Complete the following deliverables: - All other end users trained	3.5.6.1/3.5.6.2	\$10,700
79	Deploy - OCM	Change Management Training	Complete the following deliverables: - complete training per the OCM Plan	3.5.6.1/3.5.6.2	\$2,800
80	Deploy	Mock Go-Live 1	"Complete the following deliverables: - Mock Go-Live Successfully Executed"	3.5.7.1/3.5.7.2/3.5.7.3/3.5.7.4/3.5.7.5	\$20,000
81	Deploy - DC	Data Iteration 4	Complete the following deliverables as required for Data Iteration 1: Update mapping as required Run data import scripts Create & deliver data conversion validation	3.3.2.27.2/3.3.2.27.3/3.3.2.27.5/3.3.2.27.6/3.3.2.27.7/3.3.2.27.9/3.3.2.27.10/3.3.2.27.11/3.3.2.27.12/3.3.2.27.4/	\$10,000

			reports Load iteration data in production environment		
82	Deploy	Go-Live	"Complete the following deliverables: - Go Live Plan Developed - Go/No Go Decision - Go Live Activities Completed - SpryPoint - Go Live Sign-off - Issue Log Updated"	3.5.8.5/3.5.8.6/3.5.8.7/3.5.10.1/3.5.10.2/3.5.10.3	\$25,000
83	Operate	Post Go-Live Support Month 1	"Complete the following deliverables: - County Executing business in Production - Completed month end - Updated and prioritized punchlist	3.5.11.1/3.5.11.2/3.5.11.3/3.5.11.4/3.5.11.5	\$36,500
84	Operate	Post Go-Live Support Month 2	"Complete the following deliverables: - County Executing business in Production - Completed month end - Updated and prioritized punchlist	3.5.11.1/3.5.11.2/3.5.11.3/3.5.11.4/3.5.11.5	\$27,500
85	Operate	Post Go-Live Support Month 3	"Complete the following deliverables: - County Executing business in Production - Completed month end - Updated and prioritized punchlist	3.5.11.1/3.5.11.2/3.5.11.3/3.5.11.4/3.5.11.5/3.5.12.1/3.5.12.2/3.5.12.3	\$14,000
86	Operate	Project Close Out	Complete the following deliverables: - All contractual items delivered - All P1 and P2 items completed - Plan for any remaining punchlist items - All documents signed off	3.5.13.1	\$3,000
Total					\$866,600

Appendix A: Definitions

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is County's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by County
Agreement Date	The date in which both County and SpryPoint agree to terms and execute the Master Agreement.
Business Day	One regular workday (Monday through Friday – non-holidays or emergency days) as defined by the County's business calendar.
Business-critical Report	A business-critical report is a report that is necessary to complete any business process or is required to run the business of the County.
Business Process Design	The process design is conducted during business process modelling activities and focused on conducting business process design work in the context of the system environment. This design work will address operational and organizational changes required to implement the proposed solution.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other week
Bi-Weekly	This activity will happen twice a week
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Contract Amendment	All changes to the Scope of Services must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Contract Amendment Process	The process used when a change of scope is identified. This process may or may not have monetary costs associated with it.
Configuration	Process of performing table updates and algorithm changes to the system to have the system perform County's specific user requirements. Configuration does not require programmatic software changes.
Conversion Validation	As a component of the data conversion process, this ensures the data from the legacy CIS to the SpryPoint CIS Solution has been completed accurately.
Courseware	End-User Training Materials that will be developed to facilitate end-user training execution.
Cut Over	Includes all activities required to prepare the systems for the transition of the new SpryPoint CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in

	the legacy system, manual data conversions when required, system access rollout to end users, and other activities Contractor and County deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the County data owners and key users after each data conversion iteration. During DAT, the County not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the system data model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Defined as information, documentation or object approved provided to the County for review, feedback and/or acceptance.
Enhancement	Enhancements to the base solution that are added to the core code to meet a defined County requirement. This does not include configuration changes of any form.
Enhancement Testing	Stand-alone testing of the system Enhancements, performed during development, by Contractor's developers and implementation specialists.
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time or batch mode.
Integration Test	The integration testing will utilize formal test plans and cases that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of County's business.
Legacy CIS	References the County's old system Customer Information System that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on County revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Performance Testing	This testing will exercise the system to ensure County will achieve the stated performance goals.
Primary Testing Scenarios	These scenarios involve functionality relating to the core business processes and are the most common end-user functionality, such as move-ins, move-outs, billing and collections.
Price	The total cost for implementation & expenses to deliver the CIS Solution as noted in this Scope of Services and other Exhibits to the Agreement.

Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
Secondary Scenarios	These scenarios involve testing a broader spectrum of functionality designed to test unique, County-specific functionality and infrequent or less common processes.
SpryPoint Service	The SpryPoint Service includes all services as defined in this Scope of Services for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that Contractor shall provide as a starting point and will modified to address the specifics of this project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Matrix	A worksheet that identifies accounting periods, account numbers, financial transactions and other expected results for testing purposes.
Test Plan	Document that outlines a strategy or approach for testing. Describes key setup issues, dependencies, and other general factors.
TestCase	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing lead by the County, where Contractor is available for assistance as required. This testing is typically scenario-based and ensures that the system is configured to meet all of agreed-upon business processes.