



PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Buyer: RLB

CONTRACT NUMBER: 006258

Event # NPC721

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$132,000.00		Effective Date: 1/1/2021	Expiration Date: 12/31/2025
Contract Description:	Corporation Counsel FOIA System G2G-P		
Contractor Information:		Contract Administrator (If Different):	
GovQA, LLC 900 S. Frontage Rd. Ste. 110 Woodridge, IL 60517 Vendor No: 19717			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Richard L Brower Oakland County 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Pete Menna Deputy Corporation Counsel 1200 N. Telegraph Bldg 14E 3rd Fl Pontiac, MI 48341 mennap@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: Gerard Gozum
Gerard Gozum (Jan 21, 2021 13:35 CST)**FOR THE COUNTY:**SIGN: Peter Menna
Peter Menna (Jan 22, 2021 08:19 EST)

Contract Administrator

SIGN: Scott N. Guzzy
Scott N. Guzzy (Jan 22, 2021 08:25 EST)Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

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PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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

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

§1. CONTRACT PURPOSE

- 1.1. After a competitive bidding and selection process by County, Contractor was chosen to provide services, described more fully in the Scope of Services Exhibits, to County. Contractor desires to extend the terms and conditions in this Contract to a PPB, to enable it to make purchases from Contractor according to the terms herein. A model Agreement to be used by PPBs is provided in Exhibit XII. Contractor may negotiate customized terms with the PPB at its own discretion. Contractor is under no obligation to provide services described in this Contract to a PPB if the Parties are not able to agree on customized terms.
- 1.2. County shall not be a party to a contract between Contractor and a PPB. County shall not have any liability, of any sort, for any harm or action that may arise from purchases made by any PPB pursuant to the terms of this Contract.
- 1.3. PPBs must deal directly with Contractor for any transactions such as purchases, invoices, price questions, disputes, etc. that relate to their individual agreement with Contractor. Contractor

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

must respond timely to PPB inquiries. Failure to do so may result in County removing the Contract and Contractor's Information from the G2G Marketplace Website.

- 1.4. County will provide the following information on its G2G Marketplace website:
 - 1.4.1. State that the Contract was the result of a competitive bidding process.
 - 1.4.2. Provide Contractor's contact information for inquiries.
 - 1.4.3. Acknowledge that the County will receive a benefit from purchases subject to this Contract.
 - 1.4.4. Provide a County Liaison from its IT Department to answer questions concerning the expiration date of the Contract, the procedure for purchasing off the Contract, and the competitive bidding process followed by County.
- 1.5. Contractor shall provide the following information to County and shall update the information timely whenever changes occur.
 - 1.5.1. Description of Contractor's services and products relating to those requested in the Request for Proposal will be placed on the G2G Marketplace Website.
 - 1.5.2. 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.
 - 1.5.3. The names of two representatives to act as a primary and secondary point of contact to provide County with the Contract Usage Statements and other information required in this Contract.
- 1.6. In recognition of the benefits to Contractor for County providing information to PPBs and potential participants, and the costs savings to Contractor for having this information available, Contractor shall provide County and PPBs the price reductions described in a later section.

§2. CONTRACT DEFINITIONS

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

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 2.2. **“Business Day”** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 2.3. **“Claims”** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.4. **“Confidential Information”** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County’s security.
- 2.5. **“Contract”** means this document and any other documents expressly incorporated herein.
- 2.6. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 2.7. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint 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.
- 2.8. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

- 2.8.1. ☒ Exhibit I: Insurance Requirements
- 2.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 2.8.3. ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 2.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 2.8.5. ☐ Exhibit V: Federally Funded Contract Requirements

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 2.8.6. ☒ Exhibit VI: GOVQA Software License Agreement
- 2.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 2.8.8. ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
- 2.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables – Freedom of Information Act Public Records System “FOIA System” Maintenance
- 2.8.10. ☒ Exhibit X: Scope of Contractor’s Services – Invoicing Module
- 2.8.11. ☒ Exhibit XI: Scope of Contractor’s Services – Acceptances of Credit Card Payments for FOIA Fees
- 2.8.12. ☒ Exhibit XII: PPB Model Agreement
- 2.9. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 2.10. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 2.11. **“County Data”** means information or data 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 Act (HIPPA) 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.
- 2.12. **“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.
- 2.13. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 2.14. **“Deliverables”** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 2.15. **“Effective Date”** means midnight on the date listed on the first page of this Contract.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 2.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.17. **"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>.
- 2.18. **"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.
- 2.19. **"Intellectual Property"** means any developments, improvements, designs, innovation, 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.
- 2.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 2.21. **"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.
- 2.22. **"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.
- 2.23. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.24. **"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.
- 2.25. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§3. CONTRACT TERM AND RENEWAL

- 3.1. **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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 3.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 3.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 4.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, 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.
- 4.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 4.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 4.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 4.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 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.

§5. CONTRACT TERMINATION

- 5.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 5.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 5.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.
- 5.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

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.

- 5.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials 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.
- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract. If less than all Scopes of Services are selected when the Contract is executed, an amendment to the Contract is required to add additional Exhibits (and their associated services).
- 6.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in 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.
- 6.4. **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. 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 requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 6.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 6.6. **No Obligation for Penalties/Costs/Fines.** The County shall not be responsible, under any circumstances, for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract.
- 6.7. **Set-Off of County Costs.** If the County incurs any costs associated with the duties or obligations of Contractor under this Contract, then the County has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any County-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 6.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 6.9. **County's G2G Marketplace Administration.** The administrative fee, will correspond to three percent (3%) of the revenue Contractor has received from contracts it has entered into with PPBs who are receiving services from Contractor based on the G2G Marketplace Contract. The administrative fee is solely applicable if Contractor enters into G2G Marketplace contracts with PPBs and receives payments from the PPB for the services rendered. In no event shall the total annual administrative fee be greater than the annual total value of the services ordered

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

by the County. The administrative fee will be paid within thirty (30) days after the Contractor is paid by the PPB. Failure to remit payment for services rendered may 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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.

- 7.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 7.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify 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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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 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

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 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, and professional standards.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract.
- 7.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 7.15.3. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§8. LIABILITY

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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

§9. CONTRACTOR PROVIDED INSURANCE

At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§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.
- 10.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the County are works made for hire, created for, and owned exclusively by the County, unless otherwise specified in the Contract; (c) Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 10.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is 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.

- §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 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,

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

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 or should have been known by exercising reasonable diligence. 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 (HIPPA), 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 personal computers, except for portable devices that encrypt data at rest 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 technical support.
- 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. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 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:

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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.

- 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 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 relatives 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 relatives 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.
- 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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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 provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 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 Purpose, **Section 2.** Contract Definitions, **Section 6.** Scope of Deliverables and Financial/Payment Obligations, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Contractor Provided Insurance, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 12.** 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, insurance policy requirements, and requirements applicable to its activities under 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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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 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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 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. 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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT I

INSURANCE REQUIREMENTS

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

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Supplemental Coverages – As Needed

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 shall be required when the Contractor provides professional services that the County relies upon.
2. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.

General Insurance Conditions

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

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
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.

Revised May 30, 2019

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT VI

GOVGOVQA SOFTWARE LICENSE AGREEMENT FOR GOVQA FOIA SYSTEM APPLICATIONS**1. GOVQA DELIVERY OF SERVICE(S):**

GOVQA grants Customer a non-exclusive, non-transferable, limited license to access and use the GOVQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with GOVQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) GOVQA is not responsible for content placed into the system; (3) that the system will not be used to provide external users with personal information such as social security numbers, federal tax IDs and personal information exempt from disclosure by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), such as social security numbers and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide GOVQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to GOVQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

GOVQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. GOVQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR- FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

EXCEPT AS PROVIDED IN THE CONTRACT, GOVQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION.

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Termination shall be governed by the terms in the Contract. Upon any termination, GOVQA will discontinue Service(s) under this agreement; GOVQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Liability and Confidentiality will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

GOVQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected. In such a case GOVQA will notify the user they will need to use alternative means to submit a FOIA request.

7. CONFIDENTIALITY:

Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of GOVQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). GOVQA will use reasonable efforts to ensure that any GOVQA contractors maintain the confidentiality of proprietary materials and information.

SCHEDULE A**A. Service(s) Descriptions:**

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.

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GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
----------------------------------	--

B. Data: Customer data is owned by customer. All document attachment storage is via an Amazon S3 standard storage account provisioned by GOVQA. 100GB of storage is included with every additional 100GB of storage being assessed a fee of \$20/month. Additionally, 500GB per month of document attachment retrieval is included. Every 500GB over the allotted 500GB of document retrievals per month will be assessed a \$25 fee per month.

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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 related to the governmental services provided by Oakland County, specifically: Public Records Processing.

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

☒ Printed materials

☒ Electronic materials

☒ Contractor’s website: govqa.com_____ [insert website address]

Contractor shall not use the Mark for any other purpose.

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

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

OAKLAND COUNTY SERVICEMARK GUIDELINES

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

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS

PRIMARY LOGO

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

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

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

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

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



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS 347
CMYK 84.15,78.2
RGB 0,154,102
HEX #009A66

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

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

Destination Oakland Blue
PMS 2825 | CMYK 85.21,0,0 | RGB 0,156,222

OAKLAND
COUNTY PARKS

Prosper Orange
PMS 715 | CMYK 0,54,87,0 | RGB 246,141,46

PROSPER
Oakland County, Michigan

WHITE SPACE

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



QUESTIONS

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

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



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

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

G2G MARKET PLACE SERVICEMARK GUIDELINES

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

G2G MARKET PLACE

Standard Logo

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



LOGO USAGE

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



MINIMUM LOGO SIZE



Minimum logo width 3 inches and height is 1 inch.

COLORS

CMYK 82.5.97.0
RGB 0.169.80
HEX #00a950

CMYK 0.0.0.100
RGB 0.0.0
HEX #000000

COLOR VARIATIONS

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



LOGO VARIATIONS

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



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

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EXHIBIT IX

Scope of Contractor's Deliverables
Freedom of Information Act Public Records System "FOIA System"

1. Introduction

Contractor shall provide County with a web based system to centralize and track Freedom of Information Act "FOIA" requests and responses. Contractor shall customize the FOIA system to fit the workflows and needs of County departments. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. Contractor shall provide County with a portal for the public to enter FOIA requests, upload documents, track the status of their request, receive responses and view an archive of other FOIA requests. The FOIA System shall enable the County to assign a FOIA request and FOIA appeal to a person or department for a response, share information among internal users, upload documents, receive alerts and send a response with documentation back to the person who entered a FOIA request or appeal. The FOIA system will meet the specifications described in this Scope of Services. Contractor has already installed the FOIA System for County and will be responsible to provide the support, maintenance, training and credit card payment functionality described herein.

2. Standard Features of the FOIA System**2.1. Tracking Features:** The software shall provide the ability to track:

- 2.1.1. Information about a FOIA request, the Requestor and the tasks associated with a response.
- 2.1.2. Current status of request including key dates for a response.
- 2.1.3. History or work done and by whom.
- 2.1.4. The number of requests submitted by each individual.
- 2.1.5. Payments, payment history and whether payments have been made. An alert will be set for, for up to one year, when request may be denied based on prior non-payment.
- 2.1.6. FOIA appeals, following a process similar to that established for a FOIA request.

2.2. For Requests: The software shall:

- 2.2.1. Provide the ability to list a description of the request up to 500 characters as well as a drop down box with choices for the types of records requested. Automatically assign due dates based on configurable rules such as holidays.
- 2.2.2. Allow the Requestor to attach documents.

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- 2.2.3. Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
- 2.2.4. Have the ability to administratively configure the workflow and internal procedures to assign requests to County employees, and provide for reporting and escalation procedures.
- 2.2.5. Permit reassigning requests and sharing information with additional internal users.
- 2.2.6. Send reminders to internal users concerning due dates, response dates and other information.
- 2.2.7. Have the ability for a Requestor and/or County internal user to label a FOIA request as a media and/or high profile request.
- 2.3. **Cost of FOIA Request Function:** The FOIA System shall provide:
 - 2.3.1. Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
 - 2.3.2. A method to calculate an estimate and the actual the cost to respond to a request.
 - 2.3.3. A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- 2.4. **The User Public Portal shall contain the following features:**
 - 2.4.1. Allow unlimited users and require users to establish an account with contact information and provide a history of past requests.
 - 2.4.2. Imaged based verification to prevent automated requests.
 - 2.4.3. A searchable frequently asked questions library.
- 2.5. **Query and Reporting Features shall provide:**
 - 2.5.1. The ability to export data.
 - 2.5.2. User configured reports, tabular and chart formats
 - 2.5.3. Ability to search report fields, save, share and assign reports for later use.
- 2.6. **Active Directory User Accounts may be used to:**
 - 2.6.1. Allow County internal to have the same ID and passwords they use for the County computer system via Active Directory.
- 2.7. **Additional Features of the FOIA System:**
 - 2.7.1. Uses responsive technology to support web based desktop, laptops and mobile devices.
 - 2.7.2. Permits administrative users to customize screen views and dashboards.
 - 2.7.3. Can concurrently view requests.

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- 2.7.4. Can search fields in the database such as history, reference number, and media requests.
- 2.7.5. Can audit the updates and modifications to a request and the public records.
- 2.7.6. Can limit the access of certain requests to only authorized County employees by request Type.
- 2.7.7. Supports the import/export of data to and from other data sources.
- 2.7.8. Permits user base preferences to subdivide user departments to be unable to view the request and activities of other departments but may permit access to all requests and activities on an administrative level.
- 2.7.9. **Online Payments:**
 - 2.7.9.1. Allows for the submission of online payments by Requestors.
 - 2.7.9.2. Provides notification provided when payment received.
 - 2.7.9.3. Uses third party payment provider via a secured hosted web page from the third party payment provider.

3. Roles & Responsibilities

3.1. County Responsibilities: County shall:

- 3.1.1. Authenticate internal users and provide Active Director Access to Contractor.

3.2. Contractor Responsibilities: Contractor shall:

3.2.1. Review and Adjust the Initial System:

- 3.2.1.1. Based upon County's review of the Initial FOIA System, adjust the FOIA System to County's requirements.

3.2.2. Ongoing Support:

- 3.2.2.1. Contractor shall provide an Account Manager who will contact and work with County on an ongoing basis
- 3.2.2.2. The Account Manager shall contact County quarterly to ask if County has any questions or concerns or has enhancement recommendations.

4. Training. Contractor shall provide:

- 4.1. Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.
- 4.2. Periodic webinars to train and update County on new features.
- 4.3. Optional additional hours of online end-user training at \$125/hour.
- 4.4. Optional days of On-Site Training (\$1,800 per day plus expenses).

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5. Technical Support:

- 5.1. Contractor will provide County with a telephone or, virtual connections such as Lync, VPN, Go-To-Meeting response to support questions within normal office hours (9:00 am to 5:00 pm Monday to Friday, EST). Work will generally be scheduled to happen on a “best-effort” basis during regular business hours. There may be times when, due to the severity of the issue or the nature of the fix (code promotion to production), that Contractor will need to do some work outside normal business hours.
- 5.2. Contractor shall respond to request for support based on the following:
 - 5.2.1. **Level One: Notification** - Minimum product functionality impact to the user. No significant business impact.
 - 5.2.2. **Level Two: Important** - Significant product functionality affected. Production usability impacted.
 - 5.2.3. **Level Three: Critical** - Product is non-operational without a workaround resulting in severe business impact.

Support Level	Criteria	Target Initial Response Time
Level 1	Minimum product functionality impact to the user. No significant business	24 hours
Level 2	Significant product functionality affected. Production usability	4 hours
Level 3	Product is non-operational resulting in severe business impact. No workaround is	1 hour

- 5.3. To receive services support, County will log requests for service to www.supportqa.com.

6. Warranty

- 6.1. Annual Software Assurance is effective as of invoice date.
- 6.2. **Services:** System defects will be corrected on a time and material basis.

7. Pricing. Contractor shall provide the Services checked in the boxes below for the corresponding cost. Total Costs of all Services to be added up and listed as below.

- 7.1. On-going Costs to Maintain the FOIA System:

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	Item	Pricing Structure	Price
<input checked="" type="checkbox"/>	System Support & Maintenance	Included	Included
<input checked="" type="checkbox"/>	Cloud Hosted Model Cost Includes Software License and Maintenance for an unlimited number of County Employees. Includes one change to website branding per year.	\$24,000/Annually	\$24,000/Annually
<input type="checkbox"/>			

7.2. Additional Optional Costs:

<input type="checkbox"/>	GovQA Active Directory Connector	Enterprise	\$3,000/Annually
<input type="checkbox"/>	Development Environment		\$3,000/Annually
<input type="checkbox"/>	GovQA Social Media Archive	Enterprise	\$3,600/Annually
<input type="checkbox"/>	GovQA Payments Module	Enterprise	TBD based on online payment provider. Estimated at \$3,600/Annually \$2,500 One Time
<input type="checkbox"/>	GovQA REST API's	Enterprise	\$2,500/Annually
<input type="checkbox"/>	More than 1 branding change to the website per year		\$95/hour

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Premium Technical Support				
	Hours (min)	Hourly Rate	Fixed-Price	Term
<input type="checkbox"/>	10	\$185	\$1,850	Annual
Pre-paid Bulk Support Hours				
	Hours	Cost		Term
<input type="checkbox"/>	10	\$1,665		Annual
<input type="checkbox"/>	15	\$2,498		Annual
<input type="checkbox"/>	20	\$3,330		Annual

Project Role	Rate Per Hour
Implementation Consultant	\$150
Senior Developer	\$165
Developer	\$150

- 7.3. ☐ Additional Services: Describe any additional Services that will be provided by Contractor as required by the County. Additional Services are billed on a time and material basis based on the rate schedule provided above.
- 7.4. **Sub-total Additional Services:** \$ 0
- 7.5. **Total Cost for all Services Selected:** \$ 24,000
- 7.6. Contractor will provide documentation related to all expenses that require reimbursement.

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EXHIBIT X

SCOPE OF CONTRACTOR'S SERVICES

INVOICING MODULE

1. Introduction

- 1.1. Contractor shall provide County with an Invoicing Module to create detailed, itemized invoices within the FOIA system. The Invoicing Module will meet the specifications described in this Scope of Services.

2. Standard Features of the Invoicing Module

- 2.1. **Tracking Features:** The Invoicing Module shall provide the ability to track and link to an existing FOIA Request:
 - 2.1.1. Payments, payment history, and whether payment(s) have been made on an invoice. An alert will be set, for up to one year, for when there is nonpayment of a prior Request from the same Requestor.
- 2.2. **Invoicing Features:** The Invoicing Module shall:
 - 2.2.1. Provide explanatory text to End-Users to assist with calculating the invoice. County shall indicate where explanatory text is needed and its content.
 - 2.2.2. Generate an invoice that provides a detailed itemization of the allowable charges for each of the fee components required under Michigan's Freedom of Information Act, specifically MCL 15.234, as determined and approved by County in its sole discretion. County shall provide and approve all content to be included in the invoice.
 - 2.2.3. Allow Users to add multiple variables for each fee component in the invoice. For example, the Invoicing Module should allow a User to generate an invoice billing for 1 hour of "Searching" at \$20.00/hr and 1 hour of "Searching" at \$40.00/hr.
 - 2.2.4. Automatically calculate totals and subtotals.
 - 2.2.5. Allow Users to manually alter an invoice that is generated before sending to the Requestor.

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- 2.2.6. Allow Users to print invoices and print to PDF software.
- 2.2.7. Allow Users to create multiple invoices to be used for Estimates, Final Fees, and Reduced Fees.
- 2.3. **Cost of FOIA Requests Function:** The Invoicing Module shall include:
 - 2.3.1. A standard list of County costs that End-Users may reference for creating the invoice, such as hourly wages and fringe benefit multipliers. County will provide and approve content for list. Contractor will update list upon County's request as needed to maintain accuracy.
 - 2.3.2. A method to calculate an estimate and the actual cost to respond to a request.
 - 2.3.3. A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.
- 2.4. **The Public Portal shall contain the following features:**
 - 2.4.1. Allow Requestors to receive an itemized invoice and related FOIA response.

3. Pricing

- 3.1. Annually thereafter upon receipt of the invoice, subject to any potential credits, County shall pay the following on-going costs to maintain the Invoicing Module:

Item	Pricing Structure	Price
Module Support & Maintenance	Annual	\$3,000

4. Roles & Responsibilities

- 4.1. **County Responsibilities:** County shall:
 - 4.1.1. Advise Contractor if it needs any changes to the required content that must be included in the invoice and/or explanatory text that will be generated by the Invoicing Module.

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- 4.1.2. Review and, when acceptable to County in its sole discretion, approve template invoice and explanatory text in a timely manner.
 - 4.2. **Contractor Responsibilities:** Contractor shall:
 - 4.2.1. Enable County's Administrative User to modify the content of the invoice and explanatory text at any time.
 - 4.2.2. Configure the Invoicing Module to generate an invoice that meets County's content requirements as determined by County.
 - 4.2.3. Ensure the "Fees & Time" tab within the FOIA System and Invoice Module contains all the fields needed to produce the invoice required by County.
- 5. **Training.** Contractor shall provide:
 - 5.1. If needed in case of a change of County personnel, one (1) Online Administrator trainings to explain the functions of the Invoice Module including security, setup options, workflow rules and reporting capabilities.
 - 5.2. Contractor shall provide County a video of the training in digital format.
 - 5.3. Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.

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EXHIBIT XI

SCOPE OF CONTRACTOR'S SERVICES
ACCEPTANCES OF CREDIT CARD PAYMENTS FOR FOIA FEES

1. Introduction

Contractor shall provide County with the ability to record within the FOIA System, the payment of a FOIA fee with a credit card. The invoice generated within the FOIA System for FOIA fees shall provide a link to County's Online Payment System to enable a Requester to pay for FOIA fees with a credit card. When payment is received by County through its Online Payment System, Contractor will update the FOIA Portal to indicate, the amount of the payment received with the appropriate FOIA request.

2. Standard Features of the Recording of FOIA Fees Module

2.1. Tracking Features: The Recording of FOIA Fees Module shall provide the ability to track and link to:

- 2.1.1. Information about the FOIA Request, the Requestor, and the fees paid for a Response.
- 2.1.2. Status of whether a payment(s) has been received for a FOIA Request.
- 2.1.3. The amount of the FOIA fee paid.
- 2.1.4. The department that the invoice payment will be remitted to.

2.2. Payment Features: The Module shall:

- 2.2.1. Provide a link within the invoice for FOIA fees to County's Online payment system and email the invoice to the address associated with the Requester.
- 2.2.2. Provide a code within the Remit to portion of the FOIA fee invoice that will enable County to establish separate accounts for each department and record the FOIA payment with the appropriate department handling the FOIA Request.
- 2.2.3. Provide a report sorted by department/code to indicate each FOIA fee invoice relating to that department during a selected time period.

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328****2.3. The Public Portal shall contain the following features:**

- 2.3.1. Allow Requestors and County Users to see if a FOIA fee has been paid.
- 2.3.2. Record the payment of the FOIA fee with the corresponding FOIA request.

3. Pricing

- 3.1. Annually upon receipt of the invoice, County shall pay the following on-going costs to maintain the Invoicing Module, subject to any potential credits:

Item	Pricing Structure	Price
Module Support & Maintenance	Annual	\$3,000

4. Roles & Responsibilities**4.1. County Responsibilities:** County shall:

- 4.1.1. If a change in the current invoice used is needed, provide Contractor with all the required content that must be included in the invoice to enable a Requester to link to the County's Online Payment System.
- 4.1.2. If needed, review and, when acceptable to County in its sole discretion, approve updated template invoice with link to County.

4.2. Contractor Responsibilities: Contractor shall:

- 4.2.1. Configure the Invoicing Module change, if requested by County.

5. Training. Contractor shall provide:

- 5.1. If requested by County, One (1) Online Administrator trainings to explain the functions of the Recording Payment Module.



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EXHIBIT XII

PPB MODEL AGREEMENT

CONTRACT NUMBER: XXXXXX

Contract Expiration Date: XX/XX/XXXX

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

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

PARTICIPATING PUBLIC BODY	GOVQA
Contact Person	Contact Person
Address	Address
(herein, the "PPB")	Vendor I.D. No. (herein the "Contractor")

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

- Section 1. Contract Purpose
- Section 2. Contract Definitions
- Section 3. Contract Term and Renewal
- Section 4. Contract Administration and Amendments

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- Section 5. Contract Termination
- Section 6. Scope of Deliverables and Financial/Payment Obligations
- Section 7. Contractor's Warranties and Assurances
- Section 8. Liability
- Section 9. Contractor Provided Insurance
- Section 10. Intellectual Property
- Section 11. Confidential Information
- Section 12. PPB Data
- Section 13. Information Technology Standards
- Section 14. General Terms and Conditions

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT PURPOSE

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

§2. CONTRACT DEFINITIONS

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

- 2.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 2.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding PPB designated holidays.

PURCHASING

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- 2.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the PPB or for which the PPB may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 2.4. **"Confidential Information"** means all information and data that the PPB is required or permitted by law to keep confidential.
- 2.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 2.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 2.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint 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.
- 2.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

- 2.8.1. ☒ Exhibit I: Insurance Requirements
- 2.8.2. ☒ Exhibit II: GOVQA Software License Agreement
- 2.8.3. ☒ Exhibit III: Scope of Contractor's Deliverables - Freedom of Information Act Public Records System "FOIA System"
- 2.8.4. ☒ Exhibit IV: Scope of Contractor's Services - Invoicing Module
- 2.8.5. ☒ Exhibit V: Scope of Contractor's Services - Acceptances of Credit Card Payments for FOIA Fees
- 2.9. **"Oakland County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 2.10. **"PPB Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the PPB; whether acting in their personal, representative, or official capacities. "PPB Agent" shall also include any person who was a "PPB Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.
- 2.11. **"PPB Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the PPB, 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 Act (HIPPA) 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. PPB Data includes Confidential Information as defined in this Contract.
- 2.12. **"PPB Network"** means PPB owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of PPB hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 2.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 2.14. **"Deliverables"** means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 2.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 2.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 2.17. **"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>.
- 2.18. **"G2G Marketplace Website"** means an Internet site used by Oakland County to provide information to PPBs about businesses providing services to Oakland County and agreements used by PPB and available to PPBs to procure services.
- 2.19. **"Intellectual Property"** means any developments, improvements, designs, innovation, 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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 2.20. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012. This applies only to Michigan PPBs.
- 2.21. **"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 PPB's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 2.22. **"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 Oakland County's G2G Marketplace Website.
- 2.23. **"Proposal"** means Contractor's response or bid to the PPB's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 2.24. **"Purchase Order"** means the PPB's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.

§3. CONTRACT TERM AND RENEWAL

- 3.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.
- 3.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 3.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized PPB Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§4. CONTRACT ADMINISTRATION AND AMENDMENTS

- 4.1. **Contract and Purchase Order Issuance.** PPB shall issue this Contract and any Purchase Orders that may be required.
- 4.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 4.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

Exhibit VII. Unless otherwise stated in Exhibit VII, the PPB's Project Manager has no authority to amend this Contract.

- 4.4. **Contract Administrators.** The PPB may 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 signature page of this Contract. The PPB's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The PPB's Contract Administrator(s) have no authority to amend this Contract.
- 4.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized PPB Agent.
- 4.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the PPB, undo any out-of-scope work that the PPB believes would adversely affect the PPB.
- 4.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 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.

§5. CONTRACT TERMINATION

- 5.1. **PPB Termination.** In addition to any other legal rights the PPB may have to terminate or cancel this Contract, the PPB may terminate the Contract as follows:

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 5.1.1. **Immediate Termination.** The PPB may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 5.1.2. **Termination for Convenience.** The PPB may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 5.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the PPB, if the PPB breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the PPB.
- 5.3. **PPB's Obligations Upon Termination.** The PPB's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the PPB before the effective date of termination. Under no circumstances shall the PPB be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The PPB shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the PPB chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 5.4. **Contractor's Obligations Upon Termination.** If the PPB terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the PPB may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, and property provided to Contractor by the PPB; (d) unless otherwise directed by the PPB, transfer title in and deliver to the PPB all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the PPB "As-Is", except to the extent the amounts paid by the PPB for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 5.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the PPB terminates this Contract, then the PPB may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the PPB, in its sole judgment, deems expedient.

§6. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 6.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit VII, any Purchase Orders, or any Amendments to this Contract. If less than all Scopes of Services are selected when the Contract is executed, an amendment to the Contract is required to add additional Exhibits (and their associated services).
- 6.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by PPB, if PPB Agents are required to accept click through license terms to access any of the Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.
- 6.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the PPB's sole financial obligation under this Contract shall be set forth in Exhibit VII. The amount and manner of payment of the financial obligation shall be set forth in Exhibit VII and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 6.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the PPB's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) PPB Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The PPB shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the PPB shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 6.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 6.6. **No Obligation for Penalties/Costs/Fines.** The PPB shall not be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by Contractor in connection with or resulting from the performance of this Contract.
- 6.7. **Set-Off of PPB Costs.** If the PPB incurs any costs associated with the duties or obligations of Contractor under this Contract, then the PPB has the right to set-off those costs from any amounts due and owing Contractor. This set-off includes withholding payment in an amount equal to the cost of any PPB-provided equipment, supplies, or badges that are not returned by Contractor upon completion, termination, or cancellation of this Contract.
- 6.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§7. CONTRACTOR'S WARRANTIES AND ASSURANCES

- 7.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all PPB requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.
- 7.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the PPB in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 7.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the PPB, if requested.
- 7.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the PPB, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the PPB shall provide Contractor with a copy of the applicable grant requirements.
- 7.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the PPB.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

7.7. Contractor Employees.

- 7.7.1. Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 7.7.2. Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 7.7.3. Removal or Reassignment of Personnel at the PPB's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the PPB's request provided that the PPB's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the PPB, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.
- 7.7.4. Contractor Employee Identification.** If requested by the PPB, Contractor Employees shall wear and display a PPB-provided identification badge at all times while working on PPB premises. Contractor shall return all PPB-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 7.7.5. Background Checks.** At the PPB's request, Contractor Employees performing work under this Contract shall be subject to a background check by the PPB. The scope of the background check is at the discretion of the PPB and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the PPB and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 7.7.6. Compliance with PPB Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the PPB's security and acceptable use policies for PPB property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the PPB shall provide such policies to Contractor.
- 7.7.7. Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the PPB harmless for all Claims against the PPB by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

- 7.7.8. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the PPB, 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 PPB.
- 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 PPB and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the PPB. 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 PPB employees. Contractor shall ensure that Contractor Employees do not represent themselves as PPB employees.
- 7.8.3. **PPB Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any PPB 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.
- 7.8.4. **PPB Reliance.** The PPB entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversights of Contractor Employees.

- 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 PPB, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 7.10. **E-Verify.** Contractors who wish to contract with the PPB to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government 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.** For Michigan PPB's only: Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the PPB, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 7.12. **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 PPB shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 7.13.2. **PPB Tax-Exempt.** The PPB is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the PPB is not tax-

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

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, and professional standards.
- 7.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:
- 7.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract.
- 7.15.2. **Warranty of Fitness for a Particular Purpose.** If Contractor knows or has reason to know that the goods will be used for a particular purpose and the PPB is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.
- 7.15.3. **Warranty of Title.** All goods conveyed to the PPB shall be conveyed and transferred: (a) with good title, (b) free from any security interest, lien, or encumbrance that the PPB did not have knowledge of when the Contract was executed, and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 7.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires PPB 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 VII.
- 7.17. **Price Warranty.** Contractor warrants that it will provide PPBs with the lowest and best price available for the same level of services and products offered to other similarly situated public bodies.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

§8. LIABILITY

- 8.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the PPB harmless from all Claims, incurred by or asserted against the PPB by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The PPB's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 8.2. **No Indemnification from the PPB.** Contractor shall have no rights against the PPB for indemnification, contribution, subrogation, or any other right to be reimbursed by the PPB, except as expressly provided herein.

§9. CONTRACTOR PROVIDED INSURANCE

At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§10. INTELLECTUAL PROPERTY

- 10.1. **Contractor Use of PPB Licensed Software.** In order for Contractor to perform this Contract, the PPB may permit Contractor or Contractor Employees to access certain Software licensed to the PPB. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the PPB and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any 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. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, or trade secret rights in PPB Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor while providing Deliverables to the PPB are works made for hire, created for, and owned exclusively by the PPB, unless otherwise specified in the Contract; (c) Contractor assigns to the PPB all rights and interest in PPB Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off PPB premises while performing this Contract or with the use of the time, material, or facilities of the PPB; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the PPB to register patents, copyrights, or trademarks with federal or state agencies.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Contractor shall ensure Contractor Employees assign their rights and interests in PPB Intellectual Property to the County.

- 10.3. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor or Contractor Employees is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for PPB 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 PPB with appropriate credits to PPB and reimburse PPB for any losses or costs incurred as a consequence of PPB 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 PPB prompt written notice of the impending disclosure; (b) provides reasonable assistance to the PPB in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the PPB, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

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

- 12.1. **Use of PPB Data.** Contractor and Contractor Employees shall have a limited license to PPB Data, including a license to collect, process, store, generate and display PPB 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 PPB Data for Contractor's own purposes or for the benefit of anyone other than the PPB, without the PPB's prior written consent, unless otherwise provided for within an Exhibit to this Contract.

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

- 12.2. **Unauthorized Access/Disclosure or Theft of PPB Data.** Contractor or Contractor Employees shall notify the PPB's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of PPB Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. 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 PPB Data; (b) cooperate with the PPB in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the PPB; and (c) comply with any applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the PPB. If Contractor uses or possesses PPB Data described in in Exhibit II (HIPPA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of PPB Data.
- 12.3. **Storage of PPB Data.** Contractor shall only store and process PPB Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store PPB Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access PPB Data remotely only as required to provide technical support.
- 12.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits PPB 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 PPB with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current.
- 12.5. **Response to Legal Request for PPB Data.** If the PPB receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide PPB Data held by Contractor, then Contractor shall provide PPB Data to the PPB, in a format directed by the PPB, within the time frame required by law.
- 12.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the PPB's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return PPB Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of PPB Data as directed by PPB.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- §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. **PPB Standards.** If Contractor and Contractor Employees that will be given access to the PPB Network, Contractor and Contractor Employees shall comply with the PPB's technology use policies.
- 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 PPB Network and PPB 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.
- §14. GENERAL TERMS AND CONDITIONS**
- 14.1. **Access to PPB Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use PPB property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the PPB, Contractor may only access and use PPB property and facilities for performance of this Contract on Business Days.
- 14.2. **Signs on PPB Property or Facilities.** Contractor shall not place any signs or advertisements on PPB property or facilities without the prior written permission of the PPB.
- 14.3. **Use of PPB Property or Facilities.** While performing this Contract, Contractor shall keep PPB property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the PPB's performance of its functions.
- 14.4. **Removal of Contractor Personal Property.** At the expiration or termination of this Contract, Contractor shall leave PPB property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the PPB shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 14.5. **Damage to PPB Property or Facilities.** Contractor shall be responsible for any damage to any PPB property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the PPB shall make the necessary repairs and/or replacements or cause a third party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the PPB for all costs associated with repairing and/or replacing the damaged property or facilities.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 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 PPB property or facilities during performance of this Contract.
- 14.7. **PPB's Right to Suspend Contract Performance.** Upon written notice, the PPB may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the PPB's right to terminate and/or cancel this Contract. The PPB shall incur no penalty, expense, or liability to Contractor if the PPB suspends performance of this Contract under this Section.
- 14.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall promptly notify the PPB of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Contractor.
- 14.9. **Conflict of Interest.** No contracts shall be entered into between the PPB and any PPB Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the PPB. Contractor shall give the PPB notice if there are any PPB Agents or relatives of PPB Agents who are presently employed by Contractor.
- 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 PPB with reasonable access to such books and records, upon request.
- 14.11. **Audit.** The PPB or an independent auditor hired by the PPB may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the PPB within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be 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

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the PPB that the affiliate or subsidiary can perform this Contract. The PPB may withhold consent, if the PPB determines that the assignment, delegation, or subcontract would impair performance of this Contract or the PPB's ability to recover damages under this Contract. Contractor shall also provide the PPB with adequate information to allow the PPB to make a determination regarding the assignment, delegation, or subcontract.

- 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 PPB may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 14.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.
- 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.**

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Contract Purpose, **Section 2.** Contract Definitions, **Section 6.** Scope of Deliverables and Financial/Payment Obligations, **Section 7.** Contractor's Warranties and Assurances, **Section 8.** Liability, **Section 9.** Contractor Provided Insurance, **Section 10.** Intellectual Property, **Section 11.** Confidential Information, **Section 12.** PPB Data, **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 PPB 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 PPB.
- 14.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 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 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 signature page of this Contract.
- 14.18.3. **Notice to PPB.** Unless otherwise specified herein, Notice to the PPB shall be addressed to Purchasing, the PPB Project Manager (if applicable), and the PPB Contract Administrator(s) listed on the signature page of this Contract.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 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 PPB harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the PPB.
- 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 the PPB. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the state Court or the United States District Court located in the state of the PPB, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the court 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,

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

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.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT I

INSURANCE REQUIREMENTS

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

Primary Coverages

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

\$1,000,000 – Each Occurrence Limit

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

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

\$2,000,000 – General Aggregate Limit

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

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

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

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

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Supplemental Coverages – (Required as Checked)

- ☐ **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 shall be required when the Contractor provides professional services that the County relies upon.
- ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
- ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
- ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the PPB.

General Insurance Conditions

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

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the PPB;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the PPB for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the PPB;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on PPB property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the PPB and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the PPB's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
8. All insurance carriers must be licensed and approved to do business in the State of the PPB 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 PPB.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT II

GOVQA SOFTWARE LICENSE AGREEMENT FOR GOVQA FOIA SYSTEM APPLICATIONS

1. GOVQA DELIVERY OF SERVICE(S):

GOVQA grants Customer a non-exclusive, non-transferable, limited license to access and use the GOVQA Service(s) on the Authorized Website(s) identified in the attached Schedule A in consideration of the fees and terms described in Schedule A.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with GOVQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) GOVQA is not responsible for content placed into the system; (3) that the system will not be used to provide external users with personal information such as social security numbers, federal tax IDs and personal information exempt from disclosure by the Health Insurance Portability and Accountability Act of 1996 (HIPPA), such as social security numbers and, (4) that it will maintain the Authorized Website(s) identified in Schedule A, provide GOVQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to GOVQA's website home page on the Authorized Website.

3. SERVICE(S) LEVELS:

GOVQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. GOVQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR- FREE OR UNAFFECTED BY FORCE MAJEURE EVENTS.

4. WARRANTY AND LIABILITY:

EXCEPT AS PROVIDED IN THE CONTRACT, GOVQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION.

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328****5. TERMINATION:**

Termination shall be governed by the terms in the Contract. Upon any termination, GOVQA will discontinue Service(s) under this agreement; GOVQA will provide Customer with an electronic copy of all of Customer's data, if requested and for a cost of no more than \$2,500; and, provisions of this Agreement regarding Liability and Confidentiality will continue to survive.

6. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

GOVQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected. In such a case GOVQA will notify the user they will need to use alternative means to submit a FOIA request.

7. CONFIDENTIALITY:

Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of GOVQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). GOVQA will use reasonable efforts to ensure that any GOVQA contractors maintain the confidentiality of proprietary materials and information.

SCHEDULE A**A. Service(s) Descriptions:**

Subscribed Services	
GovQA FOIA Service	FOIA Request Service platform that captures all requests received via letter, website, email, fax, or walk-in. Includes the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.
GovQA FOIA Public Portal	Web Portal to capture FOIA requests and provide requestors with updates and history of previous requests.
GovQA FOIA Public Archive	Provides the ability to post completed FOIA requests to the web for searching via the FOIA Public Archive portal.

B. Data: Customer data is owned by customer. All document attachment storage is via an Amazon S3 standard storage account provisioned by GOVQA. 100GB of storage is

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

included with every additional 100GB of storage being assessed a fee of \$20/month. Additionally, 500GB per month of document attachment retrieval is included. Every 500GB over the allotted 500GB of document retrievals per month will be assessed a \$25 fee per month. **Contractor may increase prices each year no more than three percent (3%).**

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT III

SCOPE OF CONTRACTOR'S SERVICES
FREEDOM OF INFORMATION ACT PUBLIC RECORDS SYSTEM "FOIA SYSTEM"

1. Introduction

Contractor shall provide PPB with a web based system to centralize and track Freedom of Information Act "FOIA" requests and responses. Contractor shall customize the FOIA system to fit the workflows and needs of PPB departments. The FOIA system shall provide a seamless gateway that allows users to share information in a secure network environment. Contractor shall provide PPB with a portal for the public to enter FOIA requests, upload documents, track the status of their request, receive responses and view an archive of other FOIA requests. The FOIA System shall enable the PPB to assign a FOIA request and FOIA appeal to a person or department for a response, share information among internal users, upload documents, receive alerts and send a response with documentation back to the person who entered a FOIA request or appeal. The FOIA system will meet the specifications described in this Scope of Services.

2. Standard Features of the FOIA System**2.1. Tracking Features:** The software shall provide the ability to track:

- 2.1.1. Information about a FOIA request, the Requestor and the tasks associated with a response.
- 2.1.2. Current status of request including key dates for a response.
- 2.1.3. History or work done and by whom.
- 2.1.4. The number of requests submitted by each individual.
- 2.1.5. Payments, payment history and whether payments have been made. An alert will be set for, for up to one year, when request may be denied based on prior non-payment.
- 2.1.6. FOIA appeals, following a process similar to that established for a FOIA request.

2.2. For Requests: The software shall:

- 2.2.1. Provide the ability to list a description of the request up to 500 characters as well as a drop-down box with choices for the types of records requested. Automatically assign due dates based on

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

configurable rules such as holidays.

- 2.2.2. Allow the Requestor to attach documents.
- 2.2.3. Send an automatic response to the Requestor configured with business rules and assign a unique tracking number. Send notification to the applicable internal users. Responses can be configured to meet business needs.
- 2.2.4. Have the ability to administratively configure the workflow and internal procedures to assign requests to PPB employees, and provide for reporting and escalation procedures.
- 2.2.5. Permit reassigning requests and sharing information with additional internal users.
- 2.2.6. Send reminders to internal users concerning due dates, response dates and other information.
- 2.2.7. Have the ability for a Requestor and/or PPB internal user to label a FOIA request as a media and/or high-profile request.

2.3. Cost of FOIA Request Function: The FOIA System shall provide:

- 2.3.1. Access to fee information to view a standard list of costs, such as hourly wages, applicable to answering a FOIA request.
- 2.3.2. A method to calculate an estimate and the actual the cost to respond to a request.
- 2.3.3. A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.

2.4. The User Public Portal shall contain the following features:

- 2.4.1. Allow unlimited users and require users to establish an account with contact information and provide a history of past requests.
- 2.4.2. Imaged based verification to prevent automated requests.
- 2.4.3. A searchable frequently asked questions library.

2.5. Query and Reporting Features shall provide:

- 2.5.1. The ability to export data.
- 2.5.2. User configured reports, tabular and chart formats
- 2.5.3. Ability to search report fields, save, share and assign reports for later use.

2.6. Active Directory User Accounts may be used to:

- 2.6.1. Allow PPB internal to have the same ID and passwords they use for the PPB computer system via Active Directory.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

2.7. Additional Features of the FOIA System:

- 2.7.1. Uses responsive technology to support web based desktop, laptops and mobile devices.
- 2.7.2. Permits administrative users to customize screen views and dashboards.
- 2.7.3. Can concurrently view requests.
- 2.7.4. Can search fields in the database such as history, reference number, and media requests.
- 2.7.5. Can audit the updates and modifications to a request and the public records.
- 2.7.6. Can limit the access of certain requests to only authorized PPB employees by request Type.
- 2.7.7. Supports the import/export of data to and from other data sources.
- 2.7.8. Permits user base preferences to subdivide user departments to be unable to view the request and activities of other departments but may permit access to all requests and activities on an administrative level.

2.8. Optional Add On Features:

2.8.1. Redaction:

- 2.8.1.1. Allows for the redaction of information from documents within the FOIA System.
- 2.8.1.2. Provides ability to search a document text for word, phrases or list of terms or patterns such as Social Security numbers to redact.
- 2.8.1.3. Provides a drop down to select a reason for the redaction.
- 2.8.1.4. Requires a separate license for each individual user of this feature.

2.8.2. Online Payments:

- 2.8.2.1. Allows for the submission of online payments by Requestors.
- 2.8.2.2. Provides notification provided when payment received.
- 2.8.2.3. Uses third party payment provider via a secured hosted web page from the third-party payment provider.

3. Roles & Responsibilities

3.1. PPB Responsibilities: PPB shall:

- 3.1.1. Within 15 days from the date of Contract execution, hold a

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

meeting to discuss the Active Directory Connector and Public Portal integration.

- 3.1.2. Authenticate internal users and provide Active Director Access to Contractor.
- 3.1.3. Provide Contractor with the branding standards and graphics that should appear in the page layout and design of the Public Portal. Review the design developed by Contractor.
- 3.1.4. Review and when acceptable to PPB, approve the portal design. Failure to respond to Contractor's proposed changes within 5 business days of receipt may result in additional charges.
- 3.1.5. Assist in integration of the Public Portal with the PPB's website.
- 3.1.6. Within 15 days from the date of Contract execution, hold implementation meetings with necessary PPB Employees and Contractor to explain the FOIA System and the information need from each PPB Department.
- 3.1.7. Provide Contractor with letter templates, frequently asked questions, standard responses, a payment invoice for FOIA costs and all other documents or details for inclusion in the Public Portal.
- 3.1.8. Provide standard email responses to PPB internal users with time reminders or other activities.
- 3.1.9. Explain to Contractor the workflow rules and business responses used by each PPB department that will be using the FOIA System.
- 3.1.10. Review and when acceptable to PPB, approve final templates and final standard email responses. Failure to respond to Contractor's proposed changes within 5 business days of receipt may result in additional charges.
- 3.1.11. Provide list of internal users' departments and email addresses.
- 3.1.12. Conduct acceptance testing.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

3.2. Contractor Responsibilities: Contractor shall:

3.2.1. Planning Phase:

- 3.2.1.1. Participate via telephone in implementation meetings to discuss PPB's requirements.
- 3.2.1.2. Work with PPB to finalize an implementation plan which clearly specifies all deliverables and the timeframe for completion.
- 3.2.1.3. Contractor shall have the FOIA System completed as specified herein within 90 days after execution of the Contract.

3.2.2. Build the Initial FOIA System

3.2.2.1. Public Portal:

- 3.2.2.1.1. Configure branding of public portal landing page to mirror the look and feel of PPB's website including HTML layout. The portal will utilize HTTPS encryption and be framed within the PPB's website or launched as a separate application depending on requirements.
- 3.2.2.1.2. Setup a public portal landing page with icons and links to PPB help areas within the public portal.
- 3.2.2.1.3. Post up to twenty-five (25) answers provided by PPB in the frequently asked questions section of the public portal.

3.2.2.2. Configuration of FOIA System: Configure:

- 3.2.2.2.1. Workflow rules to meet the PPB's internal business process.
- 3.2.2.2.2. Email responses to both FOIA requestors and PPB's internal users based on the list of responses provided by PPB.
- 3.2.2.2.3. The process of how FOIA requests are delivered to PPB internal users for

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

response based on PPB's instructions.

3.2.2.2.4. Custom fields that PPB may need for its internal process.

3.2.2.2.5. One or more public archives to publicly post FOIA responses and documentation based upon the criteria established by PPB.

3.2.2.2.6. Up to ten (10) custom letter templates and forms.

3.2.2.2.7. A tracking system to enable PPB internal users to track the time and costs involved in responding to a FOIA Request.

3.2.2.2.8. A frequently asked questions section for use by PPB internal users.

3.2.2.2.9. The levels of access PPB wishes to initially give its internal users. PPB will be provided video instructions for creating, deleting and revising PPB Employee information and access levels.

3.2.2.3. **Report Templates:** Contractor shall create up to three (3) report templates per PPB Department via a configuration wizard. PPB will be able to design custom reports upon completion and acceptance of the FOIA System. The data from the custom reports can be exported to Excel and PDF software.

3.2.3. Review and Adjust the Initial System:

3.2.3.1. Based upon PPB's review of the Initial FOIA System, adjust the FOIA System to PPB's requirements.

3.2.4. User Acceptance Testing:

3.2.4.1. Provide assistance to PPB in testing the FOIA System using the PPB requirements.

3.2.4.2. Contractor shall update FOIA System configurations as needed.

3.2.5. Rollout and Adjustment to the Final FOIA System:

3.2.5.1. Training, testing and final adjustments to the FOIA System.

3.2.5.2. Once PPB has authenticated an internal user and provided identity information to Contractor,

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

Contractor shall provide Single Sign On (SSO) functionality using Security Assertion Markup Language (SAML v2.0) and Active Directory Federation Services to enable PPB internal users to utilize the same identification and passwords they have for the PPB computer system on the FOIA System. This process will work with both Identity Provider (IdP) initiated SSO and Service Provider (SP) initiated SSO.

3.2.5.3. All external users' identities will be stored in the FOIA system.

3.2.6. Ongoing Support:

3.2.6.1. Contractor shall provide an Account Manager who will contact and work with PPB on an ongoing basis once the FOIA System is operational.

3.2.6.2. The Account Manager shall contact PPB within 60 days after the go-live date and quarterly thereafter, to answer questions and provide assistance.

4. Training. Contractor shall provide:

- 4.1. Two (2) Online Administrator trainings to explain the functions of the FOIA System including security, setup options, workflow rules and reporting capabilities.
- 4.2. Four (4) Online Training sessions for all internal users, including set up options and reporting capabilities.
- 4.3. Contractor shall record the training sessions and provide PPB a video of the training in digital format.
- 4.4. Contractor shall provide PPB with a hardcopy of the Administrative Guide and of the User's Guide.
- 4.5. An online refresher course held within 60 days of the rollout of the FOIA System.
- 4.6. Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.
- 4.7. Periodic webinars to train and update PPB on new features.
- 4.8. Optional additional hours of online end-user training at \$125/hour.
- 4.9. Optional days of On-Site Training (\$1,800 per day plus expenses).

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

5. Technical Support:

- 5.1.** Contractor will provide PPB with a telephone or, virtual connections such as Lync, VPN, Go-To-Meeting response to support questions within normal office hours (9:00am to 5:00 pm Monday to Friday, EST). Work will generally be scheduled to happen on a “best-effort” basis during regular business hours. There may be times when, due to the severity of the issue or the nature of the fix (code promotion to production), that Contractor will need to do some work outside normal business hours.
- 5.2.** Contractor shall respond to request for support based on the following:
- 5.2.1. Level One: Notification** - Minimum product functionality impact to the user. No significant business impact.
- 5.2.2. Level Two: Important** - Significant product functionality affected. Production usability impacted.
- 5.2.3. Level Three: Critical** - Product is non-operational without a workaround resulting in severe business impact.

Support Level	Criteria	Target Initial Response Time
Level 1	Minimum product functionality impact to the user. No significant business impact.	24 hours
Level 2	Significant product functionality affected. Production usability impacted.	4 hours
Level 3	Product is non-operational resulting in severe business impact. No workaround is presently available.	1 hour

- 5.3.** To receive services support, PPB will log requests for service to www.supportqa.com.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

6. Warranty

- 6.1.** Annual Software Assurance is effective as of invoice date.
- 6.2. Services:** PPB shall receive a 90-day warranty for the services provided upon deployment and acceptance of the FOIA System by PPB. The warranty covers customizations by Contractor and does not cover software defects from the software manufacturer. Time and Materials projects provide no warranty and defects will be corrected on a time and material basis.

- 7. Pricing.** Contractor shall provide the Services checked in the boxes below for the corresponding cost. Total Costs of all Services to be added up and listed as below. Contractor may increase prices each year no more than three percent (3%).

7.1. Installation:

Cost Description		One-Time Cost
<input type="checkbox"/>	Implementation/Professional Services includes initial branding of website.	\$
<input type="checkbox"/>	Hardware	
<input type="checkbox"/>	Software	
<input type="checkbox"/>	Software Licensing	
<input type="checkbox"/>	Training (Onsite, if requested)	\$1,500/day plus expenses
<input type="checkbox"/>	Training (Remote or online) described in Section 4	Included

7.2. On-going Costs to Maintain the FOIA System:

Item		Pricing Structure	Price
<input type="checkbox"/>	System Support & Maintenance	Included	Included

PURCHASING
Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

<input type="checkbox"/>	Cloud Hosted Model Cost Includes Software License and Maintenance for an unlimited number of PPB Employees. Includes one change to website branding per year.	\$/Annually	\$/Annually
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7.3. Additional Optional Costs:

Item		Pricing Structure	Price
<input type="checkbox"/>	GovQA Document Redaction Licenses Insert number of users below:	\$300/Annually Per User.	
	0	\$300	\$ 0.00
<input type="checkbox"/>	GovQA Active Directory Connector	Enterprise	\$3,000/Annually \$1,500 One-Time
<input type="checkbox"/>	Development Environment		\$3,000/Annually
<input type="checkbox"/>	GovQA Social Media Archive	Enterprise	\$3,600/Annually
<input type="checkbox"/>	GovQA Payments Module	Enterprise	TBD based on online payment provider. Estimated at \$3,600/Annually \$2,500 One Time
<input type="checkbox"/>	GovQA REST API's	Enterprise	\$2,500/Annually

PURCHASING
Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

<input type="checkbox"/>	More than 1 branding change to the website per year		\$95/hour
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Premium Technical Support				
	Hours (min)	Hourly Rate	Fixed-Price	Term
<input type="checkbox"/>	10	\$185	\$1,850	Annual
Pre-paid Bulk Support Hours				
	Hours	Cost		Term
<input type="checkbox"/>	10	\$1,665		Annual
<input type="checkbox"/>	15	\$2,498		Annual
<input type="checkbox"/>	20	\$3,330		Annual

Project Role	Rate Per Hour
Implementation Consultant	\$150
Senior Developer	\$165
Developer	\$150

- 7.4. ☐ Additional Services: Describe any additional Services that will be provided by Contractor as required by the PPB. Additional Services are billed on a time and material basis based on the rate schedule provided above.



PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

- 7.5. **Sub-total Additional Services:** \$ _____
- 7.6. **Total Cost for all Services Selected:** \$ _____
- 7.7. Contractor will provide documentation related to all
 expenses that require reimbursement.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

EXHIBIT III

SCOPE OF CONTRACTOR'S SERVICES

INVOICING MODULE

1. Introduction

- 1.1. Contractor shall provide PPB with an Invoicing Module to create detailed, itemized invoices within the FOIA system. The Invoicing Module will meet the specifications described in this Scope of Services.

2. Standard Features of the Invoicing Module

- 2.1. **Tracking Features:** The Invoicing Module shall provide the ability to track and link to an existing FOIA Request:
 - 2.1.1. Payments, payment history, and whether payment(s) have been made on an invoice. An alert will be set, for up to one year, for when there is nonpayment of a prior Request from the same Requestor.
- 2.2. **Invoicing Features:** The Invoicing Module shall:
 - 2.2.1. Provide explanatory text to End-Users to assist with calculating the invoice. PPB shall indicate where explanatory text is needed and its content.
 - 2.2.2. Generate an invoice that provides a detailed itemization of the allowable charges for each of the fee components required under Michigan's Freedom of Information Act, specifically MCL 15.234, as determined and approved by PPB in its sole discretion. PPB shall provide and approve all content to be included in the invoice.
 - 2.2.3. Allow Users to add multiple variables for each fee component in the invoice. For example, the Invoicing Module should allow a User to generate an invoice billing for 1 hour of "Searching" at \$20.00/hr and 1 hour of "Searching" at \$40.00/hr.
 - 2.2.4. Automatically calculate totals and subtotals.
 - 2.2.5. Allow Users to manually alter an invoice that is generated before sending to the Requestor.
 - 2.2.6. Allow Users to print invoices and print to PDF software.
 - 2.2.7. Allow Users to create multiple invoices to be used for Estimates, Final Fees, and Reduced Fees.

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

2.3. Cost of FOIA Requests Function: The Invoicing Module shall include:

- 2.3.1. A standard list of PPB costs that End-Users may reference for creating the invoice, such as hourly wages and fringe benefit multipliers. PPB will provide and approve content for list. Contractor will update list upon PPB's request as needed to maintain accuracy.
- 2.3.2. A method to calculate an estimate and the actual cost to respond to a request.
- 2.3.3. A method to generate an itemized invoice to be sent to the Requestor and to track if payment is received.

2.4. The Public Portal shall contain the following features:

- 2.4.1. Allow Requestors to receive an itemized invoice and related FOIA response.

3. Pricing

- 3.1. Upon execution of the Contract and receipt of an invoice, PPB shall pay the following prices for installation:

Cost Description	One-Time Cost
Implementation/Professional Services	\$
Hardware	
Software	
Software Licensing	
Training (Remote or online) as described in Section 5	

- 3.2. Within 30 days of acceptance of the Invoicing Module, and annually thereafter upon receipt of the invoice, PPB shall pay the following on-going costs to maintain the Invoicing Module (Contractor may increase the prices no more than three percent (3%) per Contract year):

PURCHASING**Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328**

Item	Pricing Structure	Price
Module Support & Maintenance	Annual	\$

4. Roles & Responsibilities**4.1. PPB Responsibilities:** PPB shall:

- 4.1.1. Provide Contractor with all the required content that must be included in the invoice and explanatory text that will be generated by the Invoicing Module.
- 4.1.2. Review and, when acceptable to PPB in its sole discretion, approve template invoice and explanatory text in a timely manner.
- 4.1.3. Conduct acceptance testing.

4.2. Contractor Responsibilities: Contractor shall:

- 4.2.1. Participate via telephone in meetings with PPB to discuss PPB's requirements.
- 4.2.2. Work with PPB to develop and finalize an implementation plan that clearly specifies all deliverables and the timeframe for completion.
- 4.2.3. Enable PPB's Administrative User to modify the content of the invoice and explanatory text at any time.
- 4.2.4. Configure the Invoicing Module to generate an invoice that meets PPB's content requirements as determined by PPB.
- 4.2.5. Ensure the "Fees & Time" tab within the FOIA System and Invoice Module contains all the fields needed to produce the invoice required by PPB.

5. Training. Contractor shall provide:

- 5.1. One (1) Online Administrator trainings to explain the functions of the Invoice Module including security, setup options, workflow rules and reporting capabilities.
- 5.2. Online Training sessions for all internal users, including set up options and reporting capabilities.
- 5.3. Contractor shall record the training sessions and provide PPB a video of the training in digital format.
- 5.4. Ongoing support through system videos and access to Contractor's frequently asked questions assistance area.

EXHIBIT IV

SCOPE OF CONTRACTOR'S SERVICES

ACCEPTANCES OF CREDIT CARD PAYMENTS FOR FOIA FEES

1. Introduction

Contractor shall provide PPB with the ability to record within the FOIA System, the payment of a FOIA fee with a credit card. The invoice generated within the FOIA System for FOIA fees shall provide a link to PPB's Online Payment System to enable a Requester to pay for FOIA fees with a credit card. When payment is received by PPB through its Online Payment System, Contractor will update the FOIA Portal to indicate, the amount of the payment received with the appropriate FOIA request.

2. Standard Features of the Recording of FOIA Fees Module

2.1. **Tracking Features:** The Recording of FOIA Fees Module shall provide the ability to track and link to:

- 2.1.1. Information about the FOIA Request, the Requestor, and the fees paid for a Response.
- 2.1.2. Status of whether a payment(s) has been received for a FOIA Request.
- 2.1.3. The amount of the FOIA fee paid.
- 2.1.4. The department that the invoice payment will be remitted to.

2.2. **Payment Features:** The Module shall:

- 2.2.1. Provide a link within the invoice for FOIA fees to PPB's Online payment system and email the invoice to the address associated with the Requester.
- 2.2.2. Provide a code within the Remit to portion of the FOIA fee invoice that will enable PPB to establish separate accounts for each department and record the FOIA payment with the appropriate department handling the FOIA Request.
- 2.2.3. Provide a report sorted by department/code to indicate each FOIA fee invoice relating to that department during a selected

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time period.

2.3. The Public Portal shall contain the following features:

- 2.3.1. Allow Requestors and PPB Users to see if a FOIA fee has been paid.
- 2.3.2. Record the payment of the FOIA fee with the corresponding FOIA request.

3. Pricing

- 3.1. Upon execution of the Contract and receipt of an invoice, PPB shall pay the following prices for installation:

Cost Description	One-Time Cost
Implementation/Professional Services	\$3,000
Hardware	N/A
Software	N/A
Software Licensing	N/A
Training (Remote or online) as described in Section 5	Included

- 3.2. Within 30 days of acceptance of the Payment Recording Module, and annually thereafter upon receipt of the invoice, PPB shall pay the following on-going costs to maintain the Invoicing Module (**Contractor may increase prices each year no more than three percent (3%)**):

Item	Pricing Structure	Price
Module Support & Maintenance	Annual	\$3,000

PURCHASING

Purchasing | 2100 Pontiac Lk Rd, Waterford MI 48328

4. Roles & Responsibilities

4.1. PPB Responsibilities: PPB shall:

- 4.1.1. Provide Contractor with all the required content that must be included in the invoice to enable a Requester to link to the PPB's Online Payment System.
- 4.1.2. Review and, when acceptable to PPB in its sole discretion, approve template invoice with link to PPB.
- 4.1.3. Conduct acceptance testing.

4.2. Contractor Responsibilities: Contractor shall:

- 4.2.1. Participate via telephone in meetings with PPB to discuss PPB's requirements.
- 4.2.2. Work with PPB to develop and finalize an implementation plan that clearly specifies all deliverables and the timeframe for completion.
- 4.2.3. Work with PPB to develop and finalize the Payment Recording Module.
- 4.2.4. Build and configure the Invoicing Module.

5. Training. Contractor shall provide:

- 5.1. One (1) Online Administrator trainings to explain the functions of the Recording Payment Module.

6. Warranty

- 6.1. PPB shall receive a 90-day warranty for the Payment Recording Module provided upon deployment and acceptance.