

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CARAHSOFT TECHNOLOGY CORPORATION**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Carahsoft Technology Corporation hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing an advanced Software as a Service (SaaS) solution to perform Information Technology Financial Management (ITFM) in conjunction with Subcontractors, Apptio (hereinafter called "Software Provider" or "Apptio") and Maryville Consulting Group ("Implementor").

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services  
Exhibit B - Payments and Rates  
Attachment A - Apptio Customer Support  
Attachment B - Vendor Contractor Policy

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Seven Hundred Twenty-Six Thousand and Forty-Four Dollars (\$726,044). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 23, 20 24, through January 22, 20 27.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director/Chief Information Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have ten (10) business days after receipt of such notice to respond and a total of thirty (30) calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants by defending the County from all Third Party claims ("Third Party" means a legal entity, company or person that is not a Party, or an Affiliate of a Party to this Agreement. Personnel of a Party, or of an Affiliate of a Party, shall be considered "Third Parties" hereunder) on account of, any of the following: (A) bodily injuries to or death of any person, including Contractor or its employees/officers/agents; and (B) damage to any real property or tangible personal property; for which Contractor is legally liable to that third party and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that County shall promptly notify Contractor in writing of the claim, allow Contractor to control the defense, and will cooperate with Contractor in the defense and any related settlement negotiations.

**b. Intellectual Property Indemnification**

Contractor shall indemnify, and hold harmless County by defending County from and against any Third Party claim that a Product ["Product" means an IBM Program] or Material that Contractor provides County infringes that party's patent or copyright and pay all costs, damages, and reasonable attorney fees that a court finally awards against County or that are included in a settlement approved in advance by Contractor and County's expenses relating to defense of the claim to the extent such expenses are approved by Contractor in advance, which will not be unreasonably denied. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor in all reasonable respects in connection with the investigation, defense or settlement of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise provided that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County without County's approval, which shall not be unreasonably withheld, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should a Product or Material under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the Product or Material or (ii) replace or modify the Product or Material with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, County agrees to immediately discontinue use of the Product or Material and return it and all copies to Contractor on Contractor's written request. Contractor will then give County a credit equal to the amount County paid for the returned Product (if the Product is subject to Fixed Term charges, up to twelve months' charges) or for a Material, a credit equal to the amount County paid Contractor for the creation of the Material.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon:

(a) anything provided by County or a third party on County's behalf that is incorporated into a Product or Material or Contractor's compliance with any designs, specifications, or instructions provided by County or a third party on County's behalf; (b) modification of a Product or Material by County or a third party on County's behalf; (c) a Product or Material's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product when a claim could have been avoided or the risk of a claim reduced by using the current version or release; (d) the combination, operation, or use of the Product or Material with any program, hardware device, data, apparatus, method, or process; (e) the distribution, operation, or use of the Product or Material outside County's enterprise or for the benefit of any third party; or (f) Separately Licensed Code, if any, as identified in the LI for the Product.

This Intellectual Property Protection section states Contractor's entire obligation and

County's exclusive remedy regarding any Third Party intellectual property claims. This Intellectual Property section does not obligate in any manner any third-party supplier of code (including Separately Licensed Code) included with or part of the Product.

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party.

## **9. Limitation of Liability**

Circumstances may arise where, because of a default on Contractor's part or other liability, County is entitled to recover damages from Contractor. Regardless of the basis on which County is entitled to claim damages from Contractor whether in contract or in tort (including breach of warranty, negligence, indemnity, except as otherwise set forth herein, and strict liability in tort), Contractor's entire liability for all claims in the aggregate arising from or related to each service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the greater of \$100,000 or the charges (if recurring, 12 months' charges apply) for the service that is the subject of the claim.

This limit also applies to any of Contractor's subcontractors and its program developers. It is the maximum for which Contractor and its subcontractors are collectively responsible.

Except as expressly required by law without the possibility of contractual waiver, under no circumstances is Contractor, its program developers or its subcontractors liable for any of the following even if informed of their possibility:

- A. loss of, or damage to, data;
- B. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- C. lost profits, business, revenue, goodwill, or anticipated savings.

The Contractor's indemnification obligations pursuant to Section 8 (Hold Harmless) are not subject to this Paragraph (9).

#### **10. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **11. Insurance**

##### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

##### **b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

##### **c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its

employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000
(d) Cyber Liability.....	\$5,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable

State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

### **13. Non-Discrimination and Other Requirements**

#### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

#### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

#### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

#### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

#### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### **f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.



**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**15. Retention of Records: Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions

of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: **Michael Wentworth, Director/CIO**  
Address: 455 County Center, 3<sup>rd</sup> Floor, Redwood City, CA 94063  
Telephone: 650-363-4548  
Facsimile: 650-363-7800  
Email: [mwentworth@smcgov.org](mailto:mwentworth@smcgov.org)

In the case of Contractor, to:

Name/Title: **Nicholas Lang, Account Manager**  
Address: 11493 Sunset Hills Road, Suite 100, Reston, VA 20190  
Telephone: 703-474-9252  
Facsimile: 703-871-8505  
Email: <mailto:nicholas.lang@carahsoft.com>

#### **19. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor and Subcontractors

*Nicholas Lang*

20/12/2023

Nicholas Lang

Contractor Signature

Date

Contractor Name (please print)

*ALAN O'CONNOR*

ALAN O'CONNOR (Dec 20, 2023 14:31 PST)

20/12/2023

ALAN O'CONNOR

Subcontractor Signature

Date

Subcontractor Name (please print)

*Alison Steele*

Alison Steele (Dec 20, 2023 16:56 CST)

20/12/2023

Alison Steele

Subcontractor Signature

Date

Subcontractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **ENGAGEMENT OVERVIEW**

Contractor(s) shall be retained for the purpose of providing an advanced software as a service (SaaS) solution to perform information technology financial management (ITFM) which includes service-based budgeting/costing, budget preparation and consolidation, scenario-based cost modeling, reporting, rate development and service charge allocation, and reporting. The County already has an enterprise financial accounting and budgeting system which are the master systems of record for financial transactions. As such, this solution will specifically facilitate ITFM function and require data exchange with other financial systems.

### **CORE SOLUTION REQUIREMENTS**

#### **I. System Platform and Functionality**

The solution should be a cloud-based SaaS solution that is a visually dynamic/appealing, easily configurable, flexible, intuitive, and user-friendly and enables program, finance, and executive staff to generate, manage, and analyze budgetary and financial data at transactional, program, and departmental levels. The application will integrate with minimal customization with other financial software and platforms used to generate and maintain County accounting and financial data and information, as well as allow alternative means of data entry into the system. The platform will have a separate instance or environment for extensive user testing and training and have a robust incident response and disaster recovery plan for storing and securing data. Email-based notifications will be supported for easy and timely communication of key financial data to stakeholders.

#### **II. Data Integration and Intelligence**

Data exchange with other County used systems and sources of accounting and financial data is a critical requirement. Integration could be via Application Programming Interface (API), automated File Transfer Protocol (FTP), or other means from the County's existing systems and data sources (i.e., Workday, ServiceNow, etc.). Data aggregation and consolidation will be streamlined, workflow-based, and dynamic to provide real-time data reporting and analytics with accuracy. Data management at all levels of the organization with capability to support non-hierarchical dimensions is critical. Data extrapolation will be flexible and support various formats such as MS Office products, PDF, and other databases.

#### **III. Budgeting and Forecasting**

The solution will support bottoms-up, multi-year, multi-scenario, and unlimited rule and service-based budgeting and forecasting for both position-related and other financial expenditures. The solution will have interactive capabilities to allow business owners to re-forecast actual expenditure estimates easily during mid-year, annual, and biennial budget cycles and prepare rolling forecasts to keep pace with changing business needs. Separate and distinct project and operational budgets will be supported, with ability to build cost-pool and service line driven budgets. Multiple stakeholders should

be able to collaborate securely and simultaneously in real-time to provide input into budgeting and forecasting processes. The application will allow file attachments for budget requests, reports, and/or forecasting templates and ability to link attachments to data points. Version/change management is required to store, track, and manage varying iterations and variances between iterations of budgets and forecasts. Budget workflow approvals are required. The system should also support rate development, service charge creation, preparing statement of estimated charges for each customer, and flagging transactional data with multiple attributes for allocation of actual costs to each service cost pool.

#### **IV. Financial Analysis and Reporting**

Fast, easy, real-time, and robust financial analysis and reporting at detailed, program, and department levels is a key requirement. The solution should allow for standard, ad-hoc reporting and dashboard visualization of key financial data or Key Performance Indicators (KPIs) to drive data-driven decision making. Going from summary level data to granular, specific data will be made easy and intuitive using drilldown functionality. The solution will allow project and operational budget vs actual analysis and reporting, with ability to extract reports in multiple output formats. The application will support customer charge back statements of services billed. The tool should be able to support classification of line-item transactions to meet cost allocation plan requirements.

#### **V. Internal Controls**

The software should have built-in with internal controls that meet industry standards, while also providing the flexibility to configure these controls to allow conformance with County policies and procedures. Among the industry standard controls, some examples include Segregation of Duties, Authorization and Approval Procedures, Physical and Data Security, Monitoring and Reconciliation, Change Management and Auditing, as well as Documentation and Record Keeping.

#### **VI. Security Requirements**

The Contractor will ensure the following and adhered to by subcontractors:

- Contractor must demonstrate that all employees, including subcontractors, have undergone a background security check.
- All Contractor and subcontractor's resources, for the project, must be located in the United States or located in a country approved by the County.
- Contractor must provide evidence that all employees, including subcontractors, are provided training to handle confidential data including annual security awareness training.
- Contractor must ensure against data leakage, especially for sensitive/confidential data.
- Contractor must adhere to all County policies and procedures and will utilize all reasonable means and due diligence to protect the confidentiality and security of the County's data.
- Anti-virus and malware protection must be installed and active on all computing devices used to remote into the County or accessing County data. Anti-virus and malware protection must be continually updated.
- APIs security testing must be performed for potential exploits as well as vulnerabilities. API testing must include integration testing, functional testing, and reliability testing. Additionally, APIs must be monitored to ensure proper performance.
- All hosting and backup storage must be located in the United States.
- Contractor will ensure security controls including monitoring and event management.

- System must provide patching processes including security fixes and updates and applied based on criticality.
- Contractor must have an Incident Response Plan including notification of any breaches and/or data loss events within 24 hours to 48 hours depending on the criticality of the data.

## **STATEMENT OF WORK (SOW)**

### **I. Overview & Objective**

Contractor shall achieve the delivery of ITFM solution in conjunction with Subcontractors: Software Provider and Implementation Partner.

The software platforms will be provided by Contractor's Subcontractor, Apptio.

The professional implementation services stated herein will be performed by Contractor's Subcontractor, Maryville Consulting Group, hereinafter called "Implementor", and will commence on a date mutually agreed-upon with the County.

The implementation services will be performed remotely unless otherwise agreed by the County.

Implementor will perform the Professional Services described in this Statement of Work (SOW) to configure and implement the Apptio modules described in the table below for the County. The Professional Services will follow a phased, iterative, agile approach to implement the configured functionalities shown in the below table and furthermore detailed in requirements mapping in section II.2.a.

<b>Project Phase</b>	<b>Capability</b>	<b>Configured Functionality</b>	<b>Associated Apptio Product Module</b>
<b>Phase 1</b> <i>IT Planning</i>	<b>Planning Automation</b>	Automate budget and forecasting of IT Spend	IT Planning
		Budget and Forecast Spend	IT Planning
	<b>Foundational Budget Reporting Automation</b>	Analyze actual and planned spend and variances	Cost Transparency
		Report on variances at Department, Program and Cost Center levels	Cost Transparency

<b>Phase 2</b>  <b>Cost Transparency</b>	<b>Service Cost Transparency</b>	Model and analyze service rates	Cost Transparency Applications & Services
		Establish variance analysis and reporting	Cost Transparency Business Units
<b>Phase 3</b>  <b>Bill of IT</b>	<b>Business Unit Chargeback</b>	Model quantity of consumed services per Business unit	Bill of IT
		Chargeback Business Unit consumption	Bill of IT
		Automate invoice to end users	Bill of IT

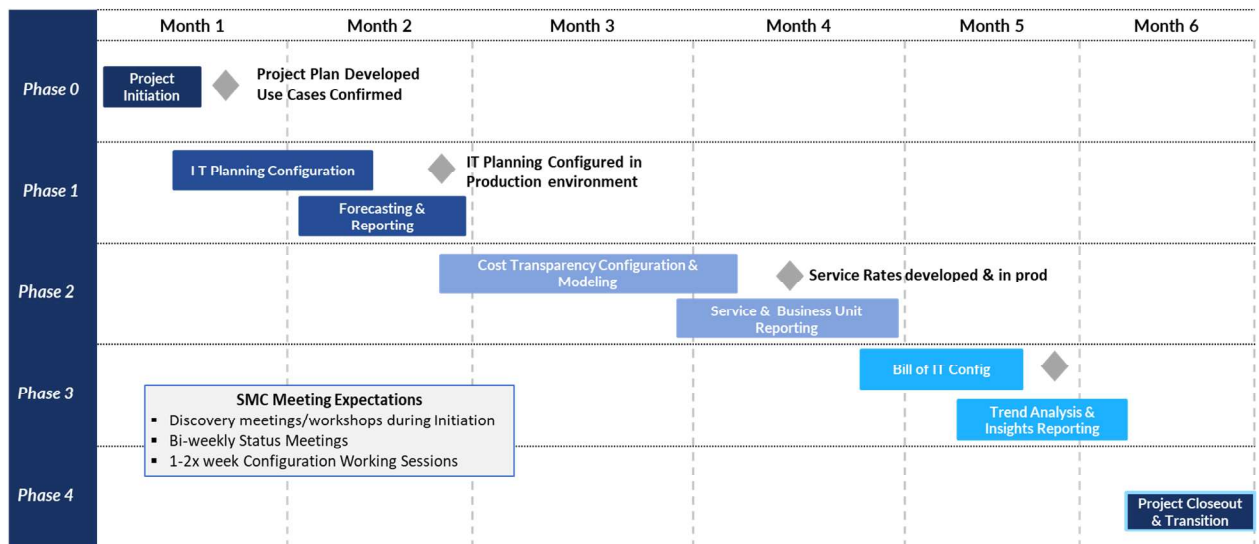
## II. Project Approach Overview

Implementor's approach shall include three (3) key elements. Configuration will occur in an iterative fashion for each of the three (3) project phases to ensure maximum time to value of the solution:



### 1. Estimated Project Timeline

The figure below illustrates the estimated timeline by phase, and completion / delivery of functionality:



In the Discover & Plan Phase (Phase 0), the project is initiated by an engagement kickoff, followed by discovery workshop(s) focused on gathering information about the County's organizational structure, current systems and business processes.

The Configure & Rollout efforts for Phase 1 – Phase 4 include references to iterations. Implementor iterates in two (2) week sprints. The timeline agreed to in the mutually accepted Project Plan during Phase 0 will determine the number of iterations for each phase.

Implementor will conduct twice weekly Configuration Working Sessions for the core team to iterate on and review progress, requested changes, requirements, validation of data, etc. throughout the configuration phases.

## 2. Implementation Approach Detail

Phase 0. <i>Initiation, Discovery &amp; Data Gathering</i>	<i>Deliverable(s) and Duration</i>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>Identify all relevant data artifacts and stakeholders.</li> <li>Align on a project work plan.</li> </ul> <p><b>Activities Performed by Implementor:</b></p> <ul style="list-style-type: none"> <li>Conduct kickoff meeting to align goals, expectations, and communicate work plan.</li> <li>Create baseline Project Plan.</li> <li>Identify, request, and review existing financial artifacts.</li> <li>Conduct discovery session(s) to review current systems, organizational structure, data, and business processes.</li> <li>Review IT Financial Management (ITFM) processes and confirm prioritization of use cases / solution requirements for configuration iterations.</li> </ul>	<p><b>Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>Project Kickoff Presentation</li> <li>Baseline Project Plan</li> </ul>



<b>Activities Performed by the County:</b> <ul style="list-style-type: none"> <li>• Participate in kickoff meeting.</li> <li>• Collaborate on development of and provide input to baseline Project Plan.</li> <li>• Assign core project team members and primary point of contact.</li> <li>• Gather and provide financial, staffing, and IT operational data as requested by Implementor.</li> <li>• Coordinate requested discovery sessions as needed.</li> <li>• Participate in Discovery Sessions including discussion of existing cost models for service rates, current state budgeting &amp; forecasting processes, source data &amp; corresponding systems, etc.</li> </ul>	
<b>Phase 1. IT Planning, Budgeting &amp; Forecasting Configuration &amp; Rollout</b>	<b>Deliverable(s) and Duration</b>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>• Configure ApptioOne IT Planning (ITP) to enable database-managed, real-time budgeting and forecasting.</li> </ul> <p><b>Activities Performed by Implementor:</b></p> <ul style="list-style-type: none"> <li>• Enable Single Sign On (SSO) based on Security Assertion Market Language 2.0 (SAML) protocol.</li> <li>• Add core users and assist in setting up company profile.</li> <li>• Set up accounts and cost pool mapping and explain process to the County during configuration working sessions.</li> <li>• Set up departments, accounts, labor, contract, and asset configuration and explain process to the County during configuration working sessions.</li> <li>• Configure requirements associated with Phase 1.</li> <li>• Compile first planning file, create baseline plan, capture plan inputs for Operational Expenditures (OpEx) and Capital Expenditures (CapEx), and configure planning process and approval workflow.</li> <li>• Provide recommended allocation options based on Implementor's best practices and availability &amp; maturity of data collected.</li> <li>• Pull in experts, as needed, for advisory on decisions related to budgeting &amp; rate setting as it relates to Office of Management and Budget (OMB), Statewide Cost Allocation Plan (SWCAP), and other governmental and accounting policies.</li> <li>• Review standard reporting to demonstrate configured capabilities.</li> <li>• Iteratively review reporting and dashboard requirements, progress, and demo draft reports &amp; progress to the County during configuration working session.</li> <li>• Provide guidance and detail specification to the County on gathering data required for each configuration iteration during configuration working sessions.</li> </ul>	<p><b>Deliverable(s):</b></p> <p>Apptio IT Planning solution configured in the production environment to address requirements in Phase 1 of the supporting Requirements Document</p> <p>Two (2) End-User Training &amp; Enablement Sessions for Budgeting &amp; Forecasting</p> <p>On Demand End-User Training Videos</p>

<ul style="list-style-type: none"> <li>• Initiate Datalink requirement discussions with relevant County teams in preparation for Datalink connections in future phases.</li> <li>• Conduct user acceptance testing with core team, including creation of all testing scenarios, relevant documentation (e.g., test script/scenario workbook, defect/issue tracking), coordination and facilitation.</li> <li>• Conduct up to two (2) End-User Training &amp; Enablement sessions for end-users on IT Planning Budgeting &amp; Forecasting</li> <li>• Develop training videos for end-users that can be accessed later to understand how to utilize the system &amp; County's unique Apptio environment.</li> <li>• Promote configured solution to the production environment.</li> </ul> <p><b>Activities Performed by the County:</b></p> <ul style="list-style-type: none"> <li>• Provide necessary SSO information to Implementor and engage security team to assist with integration to OKTA.</li> <li>• Provide list of the County core team users to be added for immediate access to Apptio's development &amp; staging environments to ensure necessary collaboration, review, and validation during the implementation period.</li> <li>• Provide iterative feedback and requirements for configuration activities.</li> <li>• Assist with compiling first planning file, creating baseline plan, and reviewing planning process and approval workflow by providing iterative feedback during the configuration working sessions.</li> <li>• Select allocation options based on Implementor's best practices and County's input.</li> <li>• Provide additional discovery artifacts and data as identified / required.</li> <li>• Review standard reporting to demonstrate and approve configured capabilities.</li> <li>• Provide Implementor requirements for report modifications in advance of reporting workshops.</li> <li>• Validate data, allocations, and reports Rollout (per iteration)</li> <li>• Participate in solution testing to ensure all requirements have been met.</li> <li>• Attend and participate in training sessions.</li> <li>• Approve promoting configured solution to the production environment.</li> <li>• Identify and engage partners required for potential DataLink connections.</li> <li>• Assist Implementor with obtaining technical details to access data via DataLink, for automated API connections.</li> </ul>	
<p><b>Phase 2. Cost Transparency and Cost Modeling Configure &amp; Rollout</b></p>	<p><b>Deliverable(s) and Duration</b></p>
<p><b>Objective:</b></p>	<p><b>Deliverable(s):</b></p>

<ul style="list-style-type: none"> <li>• Configure ApptioOne Plus Cost Transparency to automate calculation of Service Total Cost of Ownership (TCO) and rate analysis and provide training to the County.</li> </ul> <p><b>Activities Performed by Implementor:</b></p> <p>Configuration (per iteration)</p> <ul style="list-style-type: none"> <li>• Work with the County to configure Cost Transparency capabilities, per Phase 2 requirements.</li> <li>• Lead configuration activities to implement requirements for Phase 2</li> <li>• Provide recommended allocation options based on Implementor's best practices and data collected.</li> <li>• Assist the County to configure DataLink connectors for each dataset where applicable; up to five (5) connectors.</li> <li>• Review standard reporting to demonstrate configured capabilities.</li> <li>• Conduct reporting working sessions (i.e., configuration working sessions) with the County to modify / customize standard reports based on County requirements and review outputs.</li> <li>• Provide guidance and detail specification to the County on gathering data required for each configuration iteration, including recommendations for good, better, best data remediation.</li> <li>• Provide input on best practices related to service rate setting and rate composition.</li> <li>• Recommend process efficiencies based on best practice, as identified.</li> </ul> <p>Validation (per iteration)</p> <ul style="list-style-type: none"> <li>• Provide guidance on how to validate data, allocations, reports during configuration working sessions.</li> <li>• Conduct user acceptance testing with core team, including creation of all testing scenarios, relevant documentation (e.g., test script/scenario workbook, defect/issue tracking), coordination and facilitation.</li> </ul> <p>Rollout (per iteration)</p> <ul style="list-style-type: none"> <li>• Provide guided support for process walkthrough with stakeholder.</li> <li>• Conduct one 2-hour End-User Training &amp; Enablement session for Finance Managers on Cost Transparency</li> <li>• Develop training videos for end-users that can be accessed later to understand how to utilize the system &amp; the County's unique Apptio environment.</li> <li>• Work with the County to promote configured solution to the production environment.</li> </ul>	<p>Cost Transparency solution configured in the production environment to address requirements in Phase 2 of the supporting Requirements Document One (1) End-User Training &amp; Enablement Session for Cost Transparency</p> <p>Up to Five (5) Datalink Connectors configured</p> <p>On Demand End-User Training Videos</p>
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<p><b>Activities Performed by the County:</b></p> <p>Configuration (per iteration)</p> <ul style="list-style-type: none"> <li>• Provide additional discovery artifacts and data as identified / required.</li> <li>• Provide Implementor background on current rate composition and corresponding data elements.</li> <li>• Provide iterative feedback during working sessions for configuration activities.</li> <li>• Review standard reporting to demonstrate configured capabilities.</li> <li>• Provide Implementor requirements for report modifications in advance of reporting workshops.</li> <li>• Gather and provide data required for each configuration iteration.</li> <li>• Provide input into and lead validation efforts for service rate calculations.</li> </ul> <p>Validation (per iteration)</p> <ul style="list-style-type: none"> <li>• Validate data, allocations, reports and plans during and in between working sessions to ensure data accuracy and satisfaction with the solution.</li> <li>• Participate in user acceptance testing.</li> </ul> <p>Rollout (per iteration)</p> <ul style="list-style-type: none"> <li>• Approve promoting configured solution to the production environment.</li> <li>• Attend and participate in training and enablement sessions.</li> </ul>	
<p><b>Phase 3. Bill of IT Configure &amp; Rollout</b></p>	<p><b>Deliverable(s) and Duration</b></p>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>• Configure Apptio Billing (aka, Bill of IT) to support chargeback of IT Service Rates based on consumption.</li> </ul> <p><b>Activities Performed by Implementor:</b></p> <ul style="list-style-type: none"> <li>• Work with the County to configure Bill of IT capabilities, per use cases prioritized during the Discover &amp; Plan Phase.</li> <li>• Lead configuration activities based on Implementor's best practices.</li> <li>• Perform configuration activities to create monthly billing journal entry records for export to County's Financial Accounting System.</li> <li>• Provide recommended allocation options based on Implementor's best practices and data collected.</li> <li>• Review standard reporting to demonstrate configured capabilities.</li> <li>• Conduct reporting working sessions (i.e., configuration working sessions) with the County to modify / customize</li> </ul>	<p><b>Deliverable(s):</b></p> <p>Bill of IT solution configured in the production environment to address requirements in Phase 3 of the supporting Requirements Document Two (2)</p> <p>End-User Training &amp; Enablement Session for Bill of IT</p> <p>On Demand End User Training videos</p>

<p>standard reports based on County requirements and review outputs.</p> <ul style="list-style-type: none"> <li>• Provide guidance and detail specification to the County on gathering data required for each configuration iteration.</li> <li>• Conduct user acceptance testing with core team, including creation of all testing scenarios, relevant documentation (e.g., test script/scenario workbook, defect/issue tracking), coordination and facilitation.</li> <li>• Conduct one 2-hour End-User Training &amp; Enablement session for Finance Managers on Bill of IT.</li> <li>• Conduct one 2-hour End-User Training &amp; Enablement session for IT Leaders or another audience on Bill of IT.</li> <li>• Develop training videos for end-users that can be accessed later to understand how to utilize the system &amp; County's unique Apptio environment.</li> </ul> <p><b>Activities Performed by the County:</b></p> <ul style="list-style-type: none"> <li>• Provide additional discovery artifacts and data as identified / required.</li> <li>• Participate in configuration activities to deploy Bill of IT</li> <li>• Review standard reporting to demonstrate configured capabilities.</li> <li>• Provide Implementor requirements for report modifications in advance of reporting workshop.</li> <li>• Gather and provide data required for each configuration iteration.</li> <li>• Validate data, allocations, and reports during configuration working sessions.</li> <li>• Participate in user acceptance testing.</li> <li>• Approve promoting solution to the production environment.</li> <li>• Attend and participate in training and enablement sessions.</li> </ul>	
<p><b>Phase 4.    Project Closeout &amp; Enablement</b></p>	<p><b>Deliverable(s) and Duration</b></p>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>• Transition Apptio capability ownership to the County for ongoing sustainment.</li> </ul> <p><b>Activities Performed by Implementor:</b> Runbook and Summary</p>	<p><b>Deliverable(s):</b> Operational Runbook</p>

<ul style="list-style-type: none"> <li>• Provide Operational Runbook using Implementor's standard template with County instructions for monthly data load and production promotion process.</li> </ul> <p>Project Closeout</p> <ul style="list-style-type: none"> <li>• Complete any remaining open tasks related to project deliverables and confirm project completion with the County.</li> </ul> <p>Transition Apptio Ownership to the County</p> <ul style="list-style-type: none"> <li>• Conduct final system handover session to transition responsibilities for the system to the County.</li> </ul> <p><b>Activities Performed by the County:</b></p> <p>Runbook and Summary</p> <ul style="list-style-type: none"> <li>• Review Operational Runbook including County instructions for monthly data load and production promotion process.</li> </ul> <p>Project Closeout</p> <ul style="list-style-type: none"> <li>• Review project closeout deliverables and confirm project completion with Implementor.</li> </ul> <p>Transition Apptio Ownership to the County</p> <ul style="list-style-type: none"> <li>• Attend final handover session to assume responsibilities for the system.</li> </ul>	
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Table II.2.a: Requirements Mapped to Phases:

Function	Requirement Description	Out of the Box Features Inherent in Platform	Phase 1 IT Planning	Phase 2 Cost Transparency Service	Phase 3 Bill Of IT Phase	Maryville Comment
System Platform	Cloud-based hosted (SaaS) system.	x				
System Platform	Browser-based application (Edge, Chrome, Firefox, Safari, etc.), with no installation footprint on our systems and servers.	x				
System Platform	Modern and simple, user-friendly UI interface for finance, program and executive staff to search, manage and use the information they need to do their jobs.	x				
System Platform	Integration with OKTA (Identity Management and Single Sign-On).		x			Will enable & test this in Phase 1 though it will apply to the entire platform
System Platform	Supports ~50 users concurrently, including staff who work with intermittent connectivity and power, low bandwidth, and high-latency satellite bandwidth. System should be robust enough to prevent crashing, slow-down, and/or other processing conflicts that cause latency issues.	x				
System Platform	Supports off-line capability, so standard forms/templates are used on devices during periods of non-connectivity to capture/report transactional activity, which is then easily uploaded or downloaded at future periods of connectivity.	x				
System Platform	Single tenant architecture with our own separate "instance" of the application, in addition to our data being stored separately and securely.	x				
System Platform	Provision a separate instance for testing and user training. (Sandbox environment)					
System Platform	Provides out-of-the-box optimized configurable workflow, processing and reporting as part of the system's standard configuration and implementation.	x				
System Platform	Hosting provider provides compliance certifications for HIPPA/HITECH, PCI, FERPA, and SOC 1 Type 2, SOC 2 Type 2, and SOC 3 reports, and assurance of GDPR compliance.	x				
System Platform	Vendor has robust incident response and disaster recovery plans that identify hosting and backup location(s).	x				
Implementation	Specify whether an implementation partner is required. If yes, describe their SOW.	x				
Implementation	Describe responsibilities and scope of involvement required by ISD Finance, IT staff, and Vendor staff during the course of the projects, post go-live, and any enhancements.	x				
Implementation	Describe process, LOE and timeline to map/upload/validate ISD data to the solution.	x				
Data	Data integration via API or automated FTP from County's existing systems (e.g., OFAS, Workday, ServiceNow, ATKS, etc.) and other data sources.			x	x	
Data	Data integration with ServiceNow unit count and GL/JL information for subscriptions for syncing with ISD services to calculate rates and budgets by Org.			x	x	

Data	Data integration with ServiceNow so purchase request line items can be matched with budget line items. Possibly automate population of purchase request fiscal coding based on budget information (e.g., GL or service line).			x	x	
Data	Data integration with a database/application used for tracking all software licenses (e.g., O365 license for budgeting Core-IT) by user and GL information, which can be used for JE creation and billing purposes.			x	x	
Data	Uses an authentication method for data interfaces. (Ability to securely interface with datasources)	x				
Data	Ability to track, audit and analyze cost pool specific data e.g. Department Overhead, Division Overhead, Service cost pools, etc.	x				
Data	Ability to flag general ledger data with multiple criteria for purposes of classifying revenues and expenditures transactions.		x	x		
Data	Ability to export data in multiple standard formats such as PDF, MS Office products(csv, xlsx, docx), other databases.	x				
Data	Allows file attachments to support data entry, budget requests, reports and/or forecasting templates and ability to link attachments to data points.					
Data	Budgeting and forecasting capability at multi-levels of the organization (sub-unit, program, and division) that roll-up to department level.		x			
Data	Supports cross-functional collaboration across business areas for fiscal and resource planning and data organization with ability to manage the workflows across teams with audit trails.	x				
Data	Ability to develop multi tier labor rates for resource allocation.		x			
Data	Ability to create and save unlimited scenarios per budget year including budgets at the daily, weekly, monthly, yearly and multi-year levels.		x			
Data	Workflow management across teams for planning, reviews, and approvals with audit trails.		x			
Data	Master data management to collect, organize, protect, and store all of the organization's critical data sets across multi-applications to create a single source of truth.	x				
Reporting	Automated summary and detail level report capability for creating both ISD internal and other County departments' reports without having to go into the system and pull reports. Output should include pdf and excel/csv formats.		x	x	x	
Reporting	Users can create reports / queries without knowledge of any reporting language.	x				
Reporting	Report / query capability combines different data sources to report on all levels with drill-down capability into underlying detail data from reports, queries, dashboards, etc.	x				
Reporting	Self-service / ad-hoc reporting capability in addition to standard out-of-box reporting.	x				
Reporting	Report / query outputs include data visualizations (graphs, etc.).	x				
Reporting	Reports / queries can be private or public, shared or not shared.	x				



Reporting	Ability to create / house data tables and hierarchies within solution.	x				
Reporting	Ability to add user-defined fields at the line item level, without requiring coding or IT skills. (e.g., add a field for tracking strategic initiatives). Fields may be designated as mandatory, numeric, dropdown, free format. User-added fields may be displayed on reports and are available for filtering, searching, sorting, and grouping.		x			
Reporting	Ability to generate & export annual service charge estimates in a format that the County's financial system will accept. (see attached template in appendix)			x		
Reporting	Ability to generate & export Budget Variance details in a format that the County's financial system will accept. (see attached template in appendix)		x			
Reporting	Ability to visualize the models using diagramming technique to easily follow the flow of data models	x				
Admin & Audit	ISD administrators maintain workflow, alerts, reports, roles and role-based security.	x				
Admin & Audit	Access to system and to data assignable based on departments/organizations or groups.	x				
Admin & Audit	Administrators have the ability to restrict access to modules, defined data tables/sets, fields, column, headings etc. as required.	x				
Admin & Audit	Built-in audit trail with history / reports that show all data modifications and user histories.	x				
End-User Functionality	Integration with MS Office Suite.	x				
End-User Functionality	Has copy and paste features.	x				
End-User Functionality	Limited use of scripting for data modelling.	x				
End-User Functionality	Allows alternative ways to enter/import data, including entry into a cell using formulas.	x				
End-User Functionality	Allows users to add components such as text, pictures, notes, and PDFs.	x				
End-User Functionality	Allows for propagating changes across dimensions and hierarchies.	x				
End-User Functionality	Supports an e-mail based notification system (ISD uses Microsoft Outlook).	x				
End-User Functionality	Exports data and reports to multiple formats (PDF, Excel).	x				

End-User Functionality	Provide a link to a pre-recorded demo to see software functionality or access to training materials/library.		x	x	x	
Operating Budget	Data entry of the operating budget should be direct input into the system while allowing flexibility to import data from external files such as csv/xlsx or other types		x			
Operating Budget	Database architecture (vs. spreadsheet-based system).	x				
Operating Budget	Change (version-control) management with ability to record and report on changes made between budget versions.	x				
Operating Budget	Collaborative, multi-user budget process with budget approval workflows.		x			
Operating Budget	Record budget notes (explanations) at the line-item (object code) level.		x			
Operating Budget	Ability can create flags to add data such as one time or recurring expenses and other criteria.	x				
Operating Budget	Attach budget support documents to departmental budget worksheets.		x			This will be through comments/links. Can't attach a PDF or PPT, etc.
Operating Budget	Supports global (across the board) budget adjustments.	x				
Operating Budget	Justifications stored with budget reports/records.		x			This will be through comments/links. Can't attach a PDF or PPT, etc.
Operating Budget	Use variables (e.g., enrollment, square footage, inflation rate) for revenue and cost drivers for operating and position budgets.				x	
Operating Budget	Ability to define and capture Key Performance Indicators within the budget.		x			
Operating Budget	Ability to manage transition of project budgets to operational budgets.		x			
Position Budgeting	Ability to ingest salaries and benefit data from an external County system.		x			
Position Budgeting	Ability to allocate the salary and benefits across different service categories and service cost pools including split costing between multiple service categories.		x			
Position Budgeting	Ability for the system to auto calculate salaries and benefits forecasting based on effective dates.		x			
Service based Budgeting/Costing	Supports creation of service categories and service cost pools for service rate development.			x		
Service based Budgeting/Costing	Allocates budgeted expenditures and revenues to service categories and service cost pools using cost allocation units which vary across services.			x		
Service based Budgeting/Costing	Allows automated import of allocation unit from various systems and stores such information in the database for cost modeling.			x		

Service based Budgeting/Costing	Allows scenario based cost modeling to evaluate rate impacts caused by changes to budgeted expenditures, changes in service offerings, service cost pools, and type of cost allocation units.			x		
Service based Budgeting/Costing	Prepares a statement of estimated annual charges by customer including information such as type of services category utilized, units being utilized, monthly charges for the service, and extended annual charges for the service.				x	
Service based Budgeting/Costing	Automatically cost allocates general ledger technology costs across service categories and cost pools using cost allocation methodology established during Service based Budgeting process.			x		
Service Based Accounting	Create monthly billing journal entry records for export to County's Financial Accounting System based on actual cost allocation of technology costs to bill customers using technology services.				x	
Service Based Accounting	Allows adjustments to the service charge billings including reversals and re-class adjustments for financial reporting purposes and the ability to send these adjustments as part of the billing journal entry records for export to County's Financial Accounting System				x	One caveat - records are not hidden once they're exported. Apptio maintains all records that are present in the billing model for the month
Service Based Accounting	Create statement of actual charges by customer including information such as type of services category utilized, units being utilized, monthly charges for the service, and extended annual charges for the service. This amount should be showing in comparison to the estimated annual charges.				x	
Budget Projection and Forecasting	Rule-based scenario modeling such as position changes, cost changes, and other factors such as billable unit count changes.			x		
Budget Projection and Forecasting	Multi-year forecasting of budget, rates, and charges to departments using variable economic indicators.		x	x		
Budget Projection and Forecasting	Unlimited versioning and what-if scenarios.		x	x		
Performance Monitoring	Comes with a dashboarding platform which can be used to tell a story.	x				
Performance Monitoring	Customizable Key Performance Indicators (KPIs).	x				
Performance Monitoring	Ability to setup rules for notification for when criterias are met or exceeded. i.e. a budget for a item is set and if allocations exceed 90% then send a notification or pop up to alert of this.					Not possible through OOTB functionality in CT/BoIT - but we will try and enable this through Apptio BI
Financial Reporting	Consolidate budget vs actual data form various sources and compile service line specific reports.		x	x		
Financial Reporting	Consolidation of ledgers with elimination/adjustment capabilities.		x			

Financial Reporting	Produces variance analysis at both the Department, Program and Cost Center levels.		x			
Post-Implementation	User training, ongoing support, external user groups.		x	x	x	
Post-Implementation	Warranty period and scope.	x				
Post-Implementation	Software upgrade / patch frequency.	x				
Pricing	One-time implementation.	x				
Pricing	On-going support, maintenance, and professional services for changes/enhancements.	x				
Pricing	Enterprise license or per seat license (license levels)	x				
Pricing	Contract term (years)	x				
Pricing	Government pricing discount	x				

### III. Data Expectations

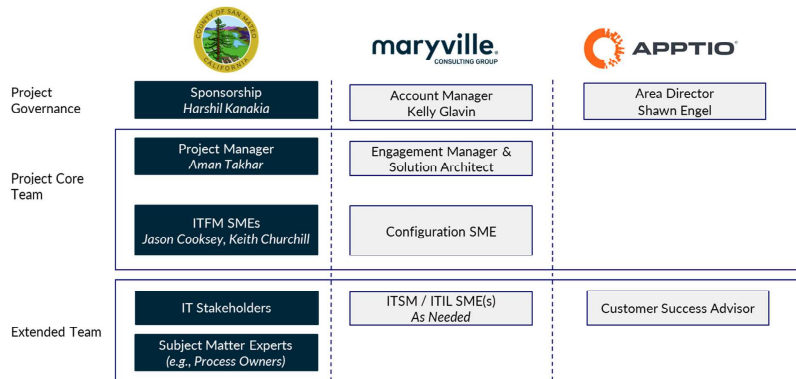
The County will provide datasets required for configuration. Expected data sources to be provided by the County include, but are not limited to, the following Table:

Configuration Iteration Name	Expected Data Source
<b>Spend &amp; Labor Management</b>	<ul style="list-style-type: none"> <li>General Ledger (OpEx and CapEx)</li> <li>Budget (OpEx and CapEx)</li> <li>Chart of Accounts</li> <li>Cost center/department hierarchy</li> <li>Labor headcount, roles, rates and allocations</li> <li>Contract lists</li> <li>Vendor list</li> </ul>
<b>Service Units and Pricing</b>	<ul style="list-style-type: none"> <li>Service consumption feed(s)</li> <li>Service rates</li> <li>Charge adjustments</li> </ul>
<b>Service Cost Details and Business Unit Show-back</b>	<ul style="list-style-type: none"> <li>Service Catalog</li> <li>Business Unit list and hierarchy</li> <li>Headcount and consumption data per Business Unit</li> </ul>

### IV. Project Team

#### 1. Team Overview

To accomplish the objectives set forth in this SOW, a team consisting of representation from the County and Implementor, with guidance & quality assurance (QA) as needed from Apptio, will support the activities outlined above. The proposed team alignment is shown in the figure below (Note: Resource names are shown for representative purposes only and are subject to change).



#### 2. County Roles and Responsibilities

County's responsibilities are defined as follows:

Role	Responsibilities	Time Estimate
Project Sponsor	<ul style="list-style-type: none"> <li>Assign core project team and identify key stakeholders and subject matter experts prior to the project kickoff.</li> <li>Promote, champion, and escalate project with organization.</li> <li>Participate in Use Case Alignment, Engagement Kickoff, and Executive Reviews.</li> </ul>	5% FTE during project
Project Manager	<ul style="list-style-type: none"> <li>Manage project day-to-day in conjunction with Implementor.</li> <li>Monitor progress and resolve issues.</li> <li>Make decisions with input from various County stakeholders.</li> </ul>	20% FTE during project
IT Financial Management (ITFM) Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> <li>Complete separately purchased Apptio University training prior to project kickoff.</li> <li>Acquire and validate data from various departments.</li> <li>Validate data, allocations, and reports after each configuration step.</li> <li>Maintain Apptio solution on an on-going basis (such as continue data uploads or update allocation strategies as business needs require).</li> </ul>	20% FTE during project
Process Owner(s)	<ul style="list-style-type: none"> <li>Provide direction and input on integrating the Apptio solution into County's ITFM processes.</li> <li>Support process execution on an on-going basis.</li> </ul>	<15% FTE during project

Key Stakeholder Subject Matter Experts (SME)	<ul style="list-style-type: none"> <li>• Provide data as requested.</li> <li>• Assist team in understanding the data and its structure.</li> <li>• Validate relevant data and reports as requested by the team.</li> </ul>	As needed
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### 3. Implementor's Roles and Responsibilities

The following table outlines the roles and responsibilities of Implementor.

Role	Responsibilities
Account Manager	<ul style="list-style-type: none"> <li>• Aligns to County executive sponsor</li> <li>• Serves as the point of escalation should any issues or risks arise</li> </ul>
Project Manager & Solution Architect	<ul style="list-style-type: none"> <li>• Leads project activities in accordance with Implementor's proven ITFM and Apptio methodology, completes project management deliverables, and facilitates cross-functional teamwork.</li> <li>• Develops architecture and advises on best practice solutioning.</li> <li>• Configures models and reports in Apptio solution.</li> <li>• Implements solution.</li> <li>• Customizes reports as required.</li> <li>• Leads enablement and training sessions.</li> </ul>
Configuration SME	<ul style="list-style-type: none"> <li>• Assists in configuration of Apptio implementation, development of models and customization of reports in Apptio.</li> <li>• Participates in configuration working sessions and reporting workshops.</li> </ul>

### 4. Representative RASCI Summary

While subject to change, the following table provides an high-level tasks of the corresponding stakeholder groups that are Responsible (R), Accountable(A), Support(S), Consulted(C), and Informed(I).

Stakeholder Implementation Activity Tasks	County	Implementation Team		Apptio Customer Success Manager	Apptio Support
		Acct Mgr	EM & Team		
Project Initiation	R/S	A	R	I	-
Project Plan Development	R/S	C	A/R	-	-
Use Case Discovery & Alignment	A/R	C/I	R	-	-
Data Gathering	A/R	I	C	-	-
Discovery Sessions	R	C/I	R/A	-	-
Apptio Configuration & Load of Data	S/C	I	A/R	-	-
Customization of Reports	S/C	C/I	A/R	-	-
Validation of Data	A/R	I	R	-	-
Power User (TBMA) Training	R/C	I	A/R	-	-
End-User Training	R/C	I	A/R	-	-
User Acceptance Testing (UAT)	R	R	A/R	-	-
Enhancements & Updates to Apptio	S/C	I	A/R	-	-
Software Issue Resolution (i.e. defects/bugs)	I	I	I/C	I/C	A

Deliverable Signoff & Approval	R	A	I/C	-	-
Go-Live and Roll Out	A/R	A/R	S/C	I	-

## V. Acceptance

Implementor will notify the County in writing (email acceptable) upon completion of the applicable Deliverables referenced in this SOW. The County will determine in its reasonable opinion if the applicable deliverables have been completed, subject to the scope and assumptions and other requirements set forth in this SOW. The County will have ten (10) business days to review a deliverable and to determine Acceptance or Rejection of the respective deliverable. The County will provide written notice of Acceptance or Rejection of such a deliverable; provided, however, if no notice is provided by the County within such ten (10) business day period, the deliverable will be deemed accepted (collectively, "Accept" or "Acceptance").

If any Deliverables are rejected, a detailed description of why the applicable delivery is incomplete shall be included in the written rejection notice. Implementor will have an adequate time-period to remedy the deficiencies of a rejected Deliverable, but no less than ten (10) business days ("Remedy Period"). The implementor shall correct, all deficiencies within the Remedy Period. This process will be repeated as necessary until the Deliverable is accepted by the County.

## VI. Optional Services

The County may choose to execute the option for additional services, represented below, if the team requires additional support, supplemental to the effort described in the activities above.

### 1. Optional Implementation Services

The optional Implementation services are supplemental support during implementation period and may be executed at any time during the project described above. The County will amend the agreement for this option, if deemed required. Costs for these services are outlined in Exhibit B – Table B

Service	Description & Scope	Price
Integration Support for Development of connectors for non-OOTB connections	Datalink API connections established for additional connectors above the five (5) referenced in SOW and/or development of connectors for systems that are not native to OOTB connections in Apptio.	\$5,544.00 per Connector

### 2. Optional Post-implementation Support Services

After the Configuration & Implementation period, the County may choose to engage the Implementor for Technology Business Management Analyst (TBMA) as a Service (TBMAaaS). This offering will provide additional hyper-care support, enablement, general process adoption, and configuration of minor enhancements that are identified through standard use after rollout. This will also include Operation & Maintenance support for the configured Apptio capabilities for the selection time period. The months reflected in the packages below are for consecutive months and must be used as such.

The County may execute these service options at any time over the life of the agreement. The County will amend the agreement for this option, if deemed necessary. The County will inform the Implementor of the decision as early as possible, but no less than three (3) weeks in advance of the start of the TBMAaaS support.

TBMAaaS Packages	Year 1	Year 2	Year 3
12 Months	\$94,871.70	\$98,666.57	\$102,613.23

## VII. Assumptions

- The County has an active, ongoing subscription to ApptioOne Plus and Apptio Billing.
- Model design and allocation strategies will be identical across fiscal years.
- The County Executive Sponsor (or delegate) and Implementor will mutually agree on a Project Plan during the Discover & Plan Phase which will finalize the project timeline.
- The County is responsible for providing sufficient resources (in number, availability, and skill set) to carry out County Responsibilities described above in accordance with the agreed project timeline.
- Configuration is subject to and dependent upon the County having sufficient data and resources to complete the solution configuration task at the relevant point during project timeline. Implementor will provide a comprehensive list of data requirements to the County at the beginning of Phase 0 to allow ample time for data gathering activities. When data is not available, assumptive allocation strategies following best practices will be used. Rework of configuration due to delayed data is subject to the change request process.
- Implementor will deploy only the configured functionality described for each configuration iteration. Effort required for additional capabilities and outcomes are subject to the change request process. Any Amendment to this agreement must be signed by the County and the Contractor.
- The County has SAML SSO solution and sufficient resources to complete SSO configuration.

**VIII. Exclusions**

- Work will be performed remotely via collaboration tools of the County's choice (e.g., Zoom Microsoft Teams, etc.).
- The County can choose to exercise any optional services outlined in this agreement. The agreement shall be amended for optional services with the approval from the Board of Supervisors of San Mateo County.



## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total not to exceed amount of this agreement is \$726,044.00

### Fees and Payment Schedule:

Table A: Implementation (Professional Services):

The County shall pay the Contractor upon acceptance of milestones/deliverables as defined in the SOW. Contractor shall furnish the County with a certificate of completion per each deliverable listed below.

Milestone	Description	Cost
1	Phase 0 - Discover & Plan	\$27,368.42
2	Phase 1 - IT Planning, Budget & Forecasting Rollout	\$57,858.74
3	Phase 2 - Cost Transparency and Cost Modeling Configure & Rollout	\$57,858.74
4	Phase 3 – Bill of IT Configure & Rollout	\$73,121.89
5	Phase 4 - Project Closeout & Enablement	\$13,684.21
Total Services Investment		\$229,892.00

Table B: Post-Implementation Support Services (Professional Services) - Optional:

Following the completion of implementation or during implementation period, the County may choose to elect the following package:

Product	Description	Cost
TBMAaaS	Technology Business Management Analyst (TBMA) as a Service, 12 Months, Year 1	\$94,871.70
TBMAaaS	Technology Business Management Analyst (TBMA) as a Service, 12 Months, Year 2	\$98,666.57
TBMAaaS	Technology Business Management Analyst (TBMA) as a Service, 12 Months, Year 3	\$102,613.23
Integration Support	Integration Support for Development of connectors for non-OOTB connections	\$50,000.00
Total		\$346,151.50

Table C: Subscription/Licensing (Software Services):

The County will pay annually for the software services. Contractor shall supply annual invoices for licensing at the commencement of each year.

Product	Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
SFW-APP1+	ApptioOne Plus (\$10M Annual SUM) IT Financial Management	\$ 31,578.95	\$ 32,631.58	\$ 33,684.21
SFW-BILL	Apptio Billing (\$10M Annual SUM) IT Billing Module	\$ 16,421.05	\$ 17,368.42	\$ 18,315.79
Total (Year 1)		\$48,000.00	\$50,000.00	\$52,000.00

All currencies in this exhibit are in USD. Payments shall be made within Net 30 days from the date of the applicable undisputed invoice.

### Invoicing:

Contractor will email an invoice to [ISD-Vendor-Invoices@smcgov.org](mailto:ISD-Vendor-Invoices@smcgov.org) for services provided per each defined milestone. Prior to submitting each invoice, Contractor shall also seek a written approval of the designated ISD Project Manager.

All invoices must include the following information, at a minimum:

- Agreement number / purchase order number
- Invoice date and amount
- Detail of services performed
- Written payment approval from the designated ISD Project Manager

## **APTIO CUSTOMER SUCCESS AND SUPPORT PROGRAMS**

This document includes descriptions and terms for Apptio's Customer Success and Support offerings.

<b>Enterprise Success and Support</b>
---------------------------------------

Enterprise Success and Support is included without additional charge with any active subscription to the Subscription Services (a "Subscription").

**Apptio's Enterprise Success and Support program includes two components:**

1. Enterprise Success Management
2. Enterprise Customer Support

### **1. Enterprise Success Management**

Apptio will provide access to success management resources to the County on a non-exclusive basis. The success management resource will work with the County in connection with this Enterprise Success Management program, which work may include the following:

#### **Personalized Assistance**

- Application Assistance – Educate the County's technology business management analyst ("TBMA") about change management controls for operationalizing Subscriber's Apptio solution between different environments (e.g. development, staging, production)
- Product Release Notifications – Communicate and educate the County about current Apptio product features and capabilities
- Understand how the County's organization is using the Apptio solution through periodic usage reporting
- TBM Process Awareness – Provide walk-throughs and demonstrations on TBM processes
- Escalation Monitoring – Serve as an escalation point and resource for support related incidents or questions
- Roadmap Assistance – Understand and communicate the vision for TBM over the next 12 months

#### **Periodic Reviews**

- Application Review – Provide an assessment of the County's configuration of the Apptio solution to evaluate use cases, performance and long-term sustainability. The assessment consists of a scorecard of metrics which include usage, performance, and enforcements.
- Business Reviews – Reviews to evaluate alignment of goals and initiatives

### **2. Enterprise Customer Support**

Apptio Enterprise Customer Support is dedicated to providing responsive, high-quality assistance to the County inquiries regarding use of the Apptio Subscription Services. Apptio's support processes and tools are designed to meet the requirements of enterprise level computing environments, and Apptio's goal is to optimize the County's use of the Subscription Services for reliability and performance by providing effective assistance when, and if, incidents occur. The support outlined below applies to production instances of Apptio's Subscription Services, which includes separately tailored support services for standalone subscriptions to Apptio's Cloud Solutions, as defined and described further below.

## Enterprise Customer Support Program Features

Named users who may submit cases to Apptio's Help Center	2
Answer questions concerning usage issues related to specific features, options and configurations	Yes
Provide initial and high level suggestions regarding the appropriate usage, features, or solution configurations for the particular type of reporting, analysis, or functionality in connection with Priority 1-4 errors.	Yes
Isolate, document, and find alternative solutions for reported software defects.	Yes
Work with Apptio operations, product, and software development teams, and QA staff to submit change requests, enhancement requests, and provide defect fixes for the Apptio Subscription Services as necessary.	Yes
Address the County's concerns with online or printed documentation, providing additional examples or explanation for concepts requiring clarification.	Yes
Access to online release notes for product updates.	Yes
Access to Apptio's online library of support webinars and knowledgebase	Yes
Access to Apptio's customer community forums to collaborate with fellow Apptio customers.	Yes

## Priority Levels

Priority Level	Description
<b>1 (Critical)</b>	<b>Emergency Issue</b> Full or partial system outage, significant performance degradation, or a condition caused by the Apptio software that creates data integrity issues making the product unusable or unavailable for all users in production.
<b>2 (High)</b>	<b>Significant Business Impact</b> A condition caused by the Apptio software where major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality.
<b>3 (Medium)</b>	<b>Minor Feature / Function Issue</b> A component of Apptio is not performing as expected or documented. System performance issue or bug.
<b>4 (Low)</b>	<b>Minor Problem / Enhancement Request</b> Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation, or configuration; bug; enhancement request.

## How to Contact Apptio Customer Support

Apptio encourages the County to contact Apptio via the Apptio Help Center at <https://support.apptio.com> but **for critical issues**, contact Apptio via phone pursuant to the below.

Contact Mode	Details	Enterprise Support Availability
Help Center	<a href="https://support.apptio.com">https://support.apptio.com</a>	Monday to Friday 6:00 AM to 6:00 PM Customers' local time zone
Phone	Please see <a href="https://support.apptio.com">https://support.apptio.com</a> for Support phone numbers	

## Contacting Apptio Customer Support for Targetprocess Subscription Services

Apptio encourages the County to contact Apptio Targetprocess via the Service Desk or Live Chat at <https://servicedesk.targetprocess.com/> but for critical issues, contact Apptio Targetprocess via Live Chat or Email.

Contact Mode	Details	Enterprise Support Availability
Service Desk	<a href="https://servicedesk.targetprocess.com/">https://servicedesk.targetprocess.com/</a>	6AM to 11PM UTC Monday through Friday
Email	tp-support@apptio.com	
Live Chat	<a href="https://direct.lc.chat/6880831/">https://direct.lc.chat/6880831/</a>	

## How to Escalate Customer Support Cases

If the normal support process does not produce the desired results, or if the problem has changed in priority, the problem can be escalated as follows:

- Escalation management is provided by the Apptio support management team which consists of a Lead, Sr. Manager and Sr. Director. Technical escalations will be provided by Technical Support Engineer, Senior Technical Support Engineer and Principal Support Engineer.
- At any time during a Support case lifecycle, the County may request an escalation via the case itself, in an email to the Support Engineer or calling the toll free support line.
- For account or management escalations, on average, within an hour of the County's request for an escalation, a member of the Apptio Support management team will contact you to discuss the case and develop a plan for the escalation.
- For technical escalations, the Support Engineer will confer with a senior member of the Apptio Support team and hand off the case to that senior Support Engineer as well as introducing them to the County.

Below are the recommended methods of contact for each priority level, and the associated targeted response times. Response times depend on the priority level of the issue and Apptio will use commercially reasonable efforts to meet the target resolution time. For clarity, standalone subscriptions to Apptio Cloud Solutions may be subject to a separately tailored set of support response related terms, including contact method, response times, etc. Please see the Customer Support Targeted Response Times for Apptio Cloud Solutions below to determine if such terms apply.

## Enterprise Customer Support Targeted Response Times

Priority Level	Contact Method	Initial Response Time	Target Resolution Time	Solution Definition (one or more of the following)
1 (Critical)	Phone (Live Chat or Email for Targetprocess Services)	1 hour	On-going assistance until solution is received	<ul style="list-style-type: none"><li>• Issue is resolved</li><li>• Satisfactory workaround is provided</li><li>• Product patch is provided</li><li>• Fix incorporated into future release</li></ul>
2 (High)	Help Center then Phone (if needed)	4 business hours	5 business days	<ul style="list-style-type: none"><li>• Issue is resolved</li><li>• Satisfactory workaround is provided</li><li>• Product patch is provided</li><li>• Fix incorporated into future release</li></ul>

3 (Medium)	Help Center	1 business day	10 business days	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Fix incorporated into future release</li> <li>• Answer to question is provided</li> </ul>
4 (Low)	Help Center	2 business days	10 business days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Enhancement request logged</li> </ul>

### Customer Support Targeted Response Times for Apptio Cloud Solutions

In place of the target response and resolution times set forth in the table immediately above, the following applies where the County has a standalone subscription to any of Apptio's cloud-based products or solutions (e.g., Cloudability, Cloud Business Management, and the like) (collectively, the "Cloud Solutions"). Nevertheless, if the County purchases a subscription to an Apptio Cloud Solution together with other Subscription Services or if the County has other active subscriptions to other Apptio Subscription Services, then all Subscription Services, including the Cloud Solutions, will be supported by Enterprise Success and Support and the target response and resolution times above shall apply (and the ones below will not apply).

For active subscriptions to Apptio Cloud Solutions, customer support is included without additional charge in accordance with the below ("Cloud Support"). Cloud Support provides the same terms as Enterprise Customer Support with the following exceptions:

1. Contact support via the Help Center (<https://support.apptio.com>). Cloud Support does not include phone support.
2. Cloud Solutions - Customer Support Targeted Response Times:

Priority Level	Contact Method	Initial Response Time	Solution Definition (one or more of the following)
1 (Critical)	Help Center	8 hours	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> </ul>
2 (High)	Help Center	24 hours	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> </ul>
3 (Medium)	Help Center	48 hours	<ul style="list-style-type: none"> <li>• Issue is resolved</li> <li>• Satisfactory workaround is provided</li> <li>• Fix incorporated into future release</li> <li>• Answer to question is provided</li> </ul>
4 (Low)	Help Center	72 hours	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Enhancement request logged</li> </ul>

## SERVICE LEVEL STANDARDS

**1. Service Level Standards.** The following will apply to the Subscription Services set forth in a particular order Schedule between the parties.

**1.1 Subscription Services Availability Service Level.** Apptio will provide 99.5% Subscription Services Availability over one-month periods as measured and monitored by Apptio or it will make the SLA Credits available as provided below (the “**Service Levels**”). The Service Level commitment does not apply to any non-production environments of the Subscription Services, such as proof of value, staging, development and testing environments. Subscription Services Availability will be calculated on a monthly basis as follows: (Actual Availability *divided by* Total Availability) *multiplied by* 100 (“**Subscription Services Availability**”). The following definitions shall apply:

- (a) **Total Availability**” means 24 hours per day, 7 days per week.
- (b) **“Actual Availability**” means Total Availability minus Downtime, in minutes.
- (c) **“Downtime**” means the time (in minutes) that Subscriber may not access the Subscription Services and the Subscription Services are not otherwise actively processing a customer-initiated request, in all cases due to failure or malfunction of the Subscription Services. Downtime does not include any unavailability of the Subscription Services due to the Exclusions listed in Section 2 below.
- (d) **“Force Majeure Event**” Any failure or delay caused by or the result of causes beyond the reasonable control of Apptio and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities with jurisdiction, or any civil or military authority, national emergency, insurrection, riot or war, widespread communication outage, or other similar occurrence.
- (e) **“Planned Downtime**” means time (in minutes) that the Subscription Services are not accessible to Subscriber (i) for the purpose of reasonably updating, upgrading or maintaining the Subscription Services or its underlying infrastructure (for example, without limitation, operating system upgrades, hardware repairs, database backups, data center moves, or the like); (ii) during the then current maintenance windows (ask your Apptio representative for the current windows); and (iii) in each such instance, with Apptio’s reasonable efforts to provide notice (email or in-product) to Subscriber at least 48 hours in advance.

**2. Exclusions.** The following are excluded from the definition of Downtime and as such no SLA Credits will be provided for:

- Planned Downtime
- Unavailability attributable to Subscriber’s equipment, software or network, or by actions of Subscriber or Subscriber’s personnel or agents, unless that action was undertaken at the express direction of Apptio, or
- Unavailability attributable to Force Majeure Event, including general Internet services (e.g. DNS, internet backbone, etc.).

**3. Reporting; SLA Credits.** Apptio will, upon Subscriber’s reasonable request (i.e. based on a demonstrable belief there has been a Service Level failure), provide a report to Subscriber that includes Apptio’s performance with respect to the Service Levels for the relevant month and if Apptio fails to meet any of the Service Levels, Subscriber will be eligible to request a credit with respect to the relevant Subscription Service(s) in the order Schedule in which the failure occurred, which credit will be calculated as follows (the “**SLA Credits**”):

**3.1 SLA Credit Calculation.** If the Subscription Services Availability during any given month falls below 99.5% and Subscriber requests an SLA Credit, Apptio will provide Subscriber with an SLA Credit equal to the percentage of the applicable monthly fee for the month in which the Service Level failure occurred corresponding to the relevant Subscription Service(s) Availability Level set forth in the chart below:

Subscription Services Availability Level	SLA Credit
99.0-99.5%	5% of the applicable monthly fee for the month in which failure occurred
97.5-99.0%	10% of the applicable monthly fee for the month in which failure occurred
95.0-97.5%	25% of the applicable monthly fee for the month in which failure occurred
< 95.0%	100% of the applicable monthly fee for the month in which failure occurred

Each SLA Credit will be paid by Apptio to Subscriber by way of a credit on the next invoice submitted by Apptio to Subscriber, unless no further invoices are issued by Apptio after the date on which the SLA Credit becomes payable, in which case Apptio will pay such SLA Credit to Subscriber within 30 days.

# COUNTY OF SAN MATEO



## Vendor/Contractor Access Policy

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Policy Update: 10/22/2018

### Overview

Vendors/Contractors play an important role in the support of hardware and software management for San Mateo County. They may be required to access, configure, maintain, and provide emergency support for systems. As a result, the vendor/contractor can be exposed to sensitive data or the need to connect to the County's network may expose the County to unwanted virus or security threats.

### Policy Purpose

The purpose of this policy is to establish rules and responsibilities for the vendors/contractors who require not only physical access but also access to the County's network and information resources. This policy is intended to minimize potential exposure from damages and to mitigate any liability to the County as a result of unauthorized use.

### Scope

This policy applies to all vendors/contractors who require access to County facilities as well as access to the County's network using non-County owned computing devices to perform work on behalf of the County. This policy also applies to all portable computers (laptops) and portable computing devices (devices that have similar hardware and software components used in personal computers such as a tablet PC).

### Policy

Vendor/contractors shall:

- A. Only use information and systems for the purpose of the business agreement with County and any information acquired in the course of the agreement shall not be used for personal purposes or divulged to others.
- B. All contractors and vendors contracting with the County shall provide a list of its employees that require access to the County's system and data pursuant to the agreement
  - 1. The list shall be updated and provided to the Departments and Chief Information Officer (CIO) or his/her designee within 24 hours of staff changes.
- C. Safeguard all County data by:
  - 1. Utilizing data encryption to protect information on computing devices.
  - 2. Securing the computing device at all times; especially if the device is left unattended for any length of time.



3. Implementing precautions to prevent others from viewing on-screen data in public areas.
  4. Notifying the County immediately if the mobile device containing County data or used in the performance of County activities is lost or stolen.
  5. Not downloading, uploading, or maintaining, on a computing device, any information that is considered sensitive without authorization of his/her Project Manager or Department Head or his/her designee.
- D. Vendor/contractor shall use unique accounts and password management that complies with the County's Information Technology (IT) Security Policy.
1. All passwords and accounts shall be unique to the vendor/contractor and shall not be shared.
- E. Vendor/Contractor shall take reasonable steps to protect against the installation of unlicensed or malicious software.
1. All commercial software installed must have a valid license and that the terms, conditions, and copyright laws shall be strictly followed.
- F. All County-owned software installed on the computing device must be removed when the vendor/contractor services are terminated.
1. Upon termination of work, the vendor/contractor shall return or destroy all County information and data as well as provide written certification of that return or destruction within 24 hours.
- G. Remote access rules and procedures shall be strictly adhered to.
1. Remote access usage must be confined to provide support for County systems; personal use shall be strictly prohibited.
- H. In the event that a vendor/contractor disposes of a computing device containing County's confidential information and/or data, the device must be sanitized in such a way that does not allow for the retrieval of data and by Department of Defense (DOD) standards.
1. Alternatively, computing devices may be physically destroyed by a method that leaves the device's data unrecoverable.
- I. Vendor/contractor understands that its written security protocols for County-related business shall be available for inspection by the County upon request.
1. For the period that the computing device is on the County's network, there is no expectation of privacy with regard to the contents of the device despite the fact that it is a privately-owned equipment.
- J. Vendors/contractors must wear visible identification and if issued a County cardkey, the cardkey must be visible at all times. Use of another individual's cardkey is expressly prohibited.
- K. Vendor/Contractor access to County data center(s) must be authorized and approved in writing by the Chief Information Officer (CIO) or his/her designee.

## Responsibilities

The vendor/contractor will be responsible for assuring that anti-virus software, with scanning and update services be applied, is installed on its computing device used for County business and that the anti-virus software meets the requirements as set forth in the County's IT Security Policy and the Virus, Patch, and Vulnerability Management Policy. Vendor must also ensure that all computing devices have operating system security patches installed and are updated on a regular basis.

Additionally, computing devices, such as laptops and/or tablets, must include an approved encryption program with configuration that meets or exceeds the County's IT Security Policy.

Vendor/Contractor device(s) may connect directly to the County network with express written approval from the CIO or his/her designee. The Vendor/Contractor must verify to the County that the device(s) have been patched, virus protected, and encrypted. Vendors using devices without approved software and encryption will not be permitted to connect to the County's network.

It is also the responsibility of the vendor/contractor to be familiar with the following policies to ensure its adherence:

- IT Security Policy
- Internet Usage Policy
- Email Policy (if applicable)
- Virus, Patch, and Vulnerability Management Policy
- Data Center Policy

## Policy Enforcement

The Director of ISD (CIO) is the policy administrator for information technology resources and will ensure this process is followed. Additionally, Division Directors, Department Heads, and managers are responsible for compliance with County policy within their respective administrative areas.

Those vendors who violate this policy may be subject to contract termination, denial of service, and/or legal penalties, both criminal and civil.

## Revision History

Effective Date	Changes Made
August 8, 2009	Policy established
October 22, 2018	Policy updated












# CSM and Carahsoft agreement - ITFM

Final Audit Report

2023-12-20

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Document e-signed by Alison Steele (legal@maryville.com)

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