

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INSIGHT PUBLIC SECTOR, INC.

This Agreement is entered into this day 1st of July, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Insight Public Sector, Inc., hereinafter called "Contractor."¹

* * *

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

Whereas, it is desirable that the County retain Contractor for the purpose of providing services related to the County Controller's cloud hosted Property Tax System.

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 ("Statement of Work")
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

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 breaches the representations and warranties in this Agreement or otherwise fails to deliver the services in accordance with the terms, conditions and specifications of the Agreement. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION NINETY THOUSAND, FOUR HUNDRED AND THREE DOLLARS AND SIXTY-SEVEN CENTS (\$1,090,403.67) for the first three years, i.e., through June 30, 2023.

In the event that the County exercises its one-year renewal option, the County's total fiscal obligation under this Agreement from the term of July 1, 2020 to June 30, 2024, shall not exceed ONE MILLION FOUR HUNDRED AND FORTY-ONE THOUSAND, ONE HUNDRED NINETY-FIVE DOLLARS AND NINETY FIVE CENTS (\$1,441,195.95).

¹ Contractor is also sometimes referred to herein as "PCM."

In the event the County exercises its two, one-year renewal options, the County's total fiscal obligation under this Agreement from the term of July 1, 2020 to June 30, 2025 shall not exceed ONE MILLION, SEVEN HUNDRED AND NINETY-ONE THOUSAND, NINE HUNDRED AND EIGHTY EIGHT DOLLARS AND TWENTY THREE CENTS (\$1,791,988.23).

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 initial term of this Agreement shall be from July 1, 2020, through June 30, 2023. This Agreement includes two one-year renewal options exercisable at the sole discretion of the County, which would extend the term through June 30, 2025. The options shall be exercisable by delivery of written notice of extension to Contractor not less than 30 days prior to the expiration of the then-existing term. In the event of such exercise, this Agreement shall be deemed to be extended for the additional period pursuant to all the terms and conditions set forth herein.

5. Termination

This Agreement may be terminated by Contractor or by the County Controller or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by 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 five business days after receipt of such notice to respond and a total of ten business 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, including without limitation the Work Products (as defined in Attachment IP hereto)/Deliverables (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. Notwithstanding the foregoing, Contractor (and, as applicable, its licensors) will retain ownership of any Contractor property (*i.e.*, pre-existing intellectual property and/or proprietary rights of Contractor and/or its licensors or that which is developed or obtained by Contractor during the term of but apart from this Agreement) and Contractor hereby grants County a perpetual, irrevocable, royalty-free right and license to use any such Contractor property as may be incorporated into the Services and contract

materials for County's internal business operations and purposes in order for County to enjoy the use and benefits of the Services and the contract materials. 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 from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the applicable requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all applicable Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost to the extent caused by the negligence or willful misconduct of Contractor in connection with the performance of the Services. Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

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. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. 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, at Contractor's expense, in all reasonable respects in connection with the investigation and defense 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 Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, 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 services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. 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.

10. 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 or language within the policy itself to the same effect. 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 \$1,000,000

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 described above 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.

11. 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, as applicable, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), 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. 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.

12. 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 applicable 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 report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

13. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. 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.

15. 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.

16. 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.

17. 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: Shirley Tourel, Assistant Controller
Address: 555 County Center, FL4, Redwood City, CA 94063
Telephone: 650-599-1149
Facsimile: 650-363-7888
Email: stourel@smcgov.org

In the case of Contractor, to:

Name/Title: Logan Malouf, Regional Sales
Address: 19800 MacArthur Blvd, #1050 Irvine, California 92612
Telephone: 949-242-7220 office and 949-630-5830 cell
Email: logan.malouf@insight.com
With a copy to the same address, but to the attention of: Legal Department

18. 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.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services.

20. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement for causes specified herein to the extent they are beyond that party's reasonable control, including, but not limited to, acts of God, flood, fire, riots, war, or acts of terror, (each, a "Force Majeure Event"); provided that Force Majeure Event shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. If a Force Majeure Event occurs, the party delayed or unable to perform shall give notice to the other party as soon as possible but in no event less than three (3) business days after a disruption due to such event. If a party is unable to perform any of its obligations because of a Force Majeure Event, then (i) such party shall promptly resume performing its obligations once the Force Majeure Event is removed and (ii) the other party may cease performing its obligations during the period in which the affected party is not performing. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Notwithstanding the foregoing, should a Force Majeure Event delay or prevent performance for a period of thirty (30) days or more, either party shall have the right to immediately terminate this Agreement and any outstanding SOW, upon notice to the other party.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

21. Limitation of Liability

(a) TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUBJECT TO THE EXCLUSIONS IN SUBSECTION (c) OF THIS SECTION 21, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL, DAMAGES TO THE EXTENT LOST OR DELAYED TAX REVENUE OR LOST OR DELAYED PROFITS MAY CONSTITUTE ANY OF THE FOREGOING TYPES OF DAMAGES; FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR DIRECT OR GENERAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR COST OF COVER IN THE EVENT COUNTY EXERCISES A REMEDY TO PROCURE SUBSTITUTE SERVICES IN THE EVENT OF AN UNCURED BREACH BY CONTRACTOR.

(b) TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT (AND ANY ASSOCIATED ENHANCED DAMAGES), THE TOTAL AMOUNT OF DAMAGES RECOVERABLE FROM CONTRACTOR OR COUNTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CLAIMS ON A CUMULATIVE, AGGREGATE BASIS WILL NOT EXCEED THE GREATER OF: (I) FIVE MILLION DOLLARS (\$5,000,000); OR (II) THE TOTAL AMOUNT PAID (PLUS ANY AMOUNTS DUE) BY COUNTY TO CONTRACTOR FOR SERVICES PERFORMED OR DELIVERABLES PREPARED UNDER THE STATEMENT OF WORK GIVING RISE TO THE CLAIM(S) DURING THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT(S) GIVING RISE TO THE CLAIM(S).

(c) The limitations and exclusions in Subsections (a) and (b) of this Section 21 will not apply to: (a) breaches by either party of its obligations under this Agreement relating to the protection and safeguarding of Confidential Information; (b) the infringement, violation or misappropriation of the intellectual property rights of the other party; (c) damages for personal injury or to property; (d) or indemnification obligations under this Agreement with respect to the claims of third parties.

(d) OTHER THAN THE EXPRESS WARRANTIES OF CONTRACTOR IN THIS THIS AGREEMENT, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ANY IMPLIED WARRANTIES FITNESS FOR A PARTICULAR PURPOSE.

22. County Source Code. Contractor agrees to treat as confidential all County source code ("County Source Code") to which Contractor may have access or that may be disclosed to Contractor in connection with this Agreement. All County Source Code shall be accessed by Insight solely for the purposes of rendering services pursuant to this Agreement and, shall not otherwise be used for any purpose or disclosed to any third party without the County's prior written consent.

* * *

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

For Contractor: INSIGHT PUBLIC SECTOR, INC.

Scott Friedlander
Scott Friedlander (Sep 15, 2020 14:22 EDT)

09.15.2020
Date

Scott Friedlander, VP Public Sector
Name and Title (please print)

Contractor Signature

LEGAL REVIEW COMPLETED	
Initials	Date
DR	Sep 15, 2020

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Services/Statement of Work

In consideration of the payments set forth in Exhibit B, and subject to the terms and conditions of the Agreement, Contractor (sometimes referred to herein as PCM) shall provide the following services to the County (sometimes referred to herein as Customer):

DEFINITIONS

Deliverable: For the purposes of this Statement of Work (SOW), the term 'deliverable' refers to one specific work product that is the outcome of the engagement. Collectively, deliverables are the product for which the price of this SOW is exchanged. Services or activities (work) will be performed as a part of this SOW in order to produce the deliverables (work product).

Documentation: The terms 'document' and 'documentation' as they relate to this SOW are intended to mean any notes, charts, graphs, diagrams, report outputs, network addresses, passwords, configuration logs, or any other discretionary information deemed by Contractor to be relevant to this effort. Documentation is not intended to be, or considered to be, complete, comprehensive, or exhaustive as it relates to the overall County network or information systems environment. Any documentation provided as a part of the execution of this SOW will be limited to systems, items, or topics specifically referenced in this SOW.

Knowledge Transfer: The term 'knowledge transfer', as it relates to this SOW, is intended to mean conversational discussions about various technical aspects of this effort. Knowledge transfer is not intended to be, expected to be, or considered to be complete, comprehensive, or exhaustive as it relates to the overall County network or information systems environment. Additionally, knowledge transfer is not intended to replace the need for formal instruction or vendor-supplied training in the operation of any systems installed or configured as part of this SOW.

Training: Unless otherwise specifically stated in this SOW, Contractor supplied training is not intended to convey any formal certification or credential and is provided on a 'best effort' basis as a courtesy to the County.

Best Effort: The term 'best effort' as it relates to this SOW is intended to mean services provided by Contractor to the County with no express warrantee or guarantee implied. A particular outcome of best effort service is not guaranteed, but every effort will be made to ensure the best result possible within the time allowed and with the resources available.

IN SCOPE: The work described in the Activities section of this document, and effort toward the fulfillment and delivery of items described in the Deliverables section of this document are considered to be 'IN SCOPE' as they relate to this effort. The contents of the Assumptions sections of this document provide specific clarification of the scope.

OUT OF SCOPE: Any items, components, materials, efforts, objectives, tasks, or services not described in either the Activities or Deliverables section of this document are considered 'OUT OF SCOPE' as they relate to this effort. OUT OF SCOPE work will not be performed without written authorization by the County via the project change control process described herein.

Testing, Validation, Verification: The terms 'testing', 'validation' and 'verification' refer to the process of comparing measurements and observations of specific information systems to County provided

expectations or criteria. The County is responsible to confirm that tests, validation, or verification is successful.

Introduction of Service (Description)

Contractor will provide services related to the County's hosted Property Tax System, including High Availability (HA) Disaster Recovery (DR) instances in another Contractor Data Center for SMCTAX, SMCTWEB1, SMCDEV– Production Expansion systems, as described more fully below.

Scope of Work

The following sections define the scope of this work effort. Only the items detailed here will be considered IN SCOPE to this project. Any other tasks, activities, services, or work products which may be requested by County throughout this engagement will be considered OUT OF SCOPE and may require additional costs or fees, changes of project schedule, or a project change order.

Responsibilities

Contractor has identified the following responsibilities which will be performed as a part of this engagement:

Contractor will provide Senior Technical Consultants & Installation Engineers who will:

- 1) Attend project kick off meeting
- 2) Report on the existing configuration and highlight recommendations and concerns
- 3) Perform the deliverables listed in this document

Deliverables

The following items will be delivered to County and shall constitute the work product of this engagement.

1. Performance Reports and Reviews. During the Term:
 - a. For each calendar month, Contractor shall provide to County a written report comparing the actual performance of Basic Services with their applicable Performance Objectives. Such a report shall be submitted within 10 working days after the end of the reporting month.
 - b. At County's request, representatives of Contractor and County shall meet to review Contractor's performance of Services under this Agreement and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Agreement that may be reasonably requested by either party.
2. Quality Assurance and Reporting. Contractor shall promptly report to County (a) all malfunctions in the System discovered by Contractor, (b) any knowledge of circumstances that could reasonably result in malfunction or lead to a delay in the performance of the Services described in this Agreement, and (c) Contractor's proposed solution to items (a) and (b), including a detailed description of all solutions to such problems.

Assumptions

Contractor has identified the following assumptions which are relevant to the scope of this work effort:

1. It is assumed that all analysis work related to this engagement will be performed during normal business hours (Monday through Friday 8 a.m. – 6 p.m. County local time). Release updates, services encompassed within the terms of this contract, if performed during non-work hours to minimize the outage for business functions will not be billed at overtime rates.
2. All documentation will be provided in Microsoft Word™, Microsoft Excel™, Microsoft Visio™, or Adobe PDF™ electronic file formats at Contractor's discretion or in any format otherwise agreed by Contractor and County.
3. The current system(s) are under a current Software Maintenance Agreement with IBM by the County.
4. An *ALLOBJ special authority user profile is available to Contractor for analysis.
5. County Users will be notified of outages (if applicable)

Failure to realize above assumptions may result in a delay of project and additional costs being assessed.

Tasks/Responsibilities

General

- 1) Provide Instances for SMCTAX and SMCTWEB1, and SMCDEV- Production Expansion in Contractor Data Center (Contractor).
- 2) Provide HA Disaster Recovery (DR) Instances for SMCTAX, SMCTWEB1, SMCDEV-Production Expansion in a separate Contractor Data Center (Contractor)
- 3) Copy libraries as specified by County to SMCDEV Production Expansion Server during initial creation –and thereafter on a weekly basis copy production data to SMC Production Expansion environment as specified by the County (Contractor)
- 4) Install and maintain QuickEDD on SMCTAX, SMCTWEB1, and SMCDEV- Production Expansion (Contractor). This will be replicated to the HA/DR location.
- 5) Establish and Monitor replication between all Production instances and DR instances. (Contractor)
- 6) Maintain VPN connectivity between Contractor and County (Contractor and County)
- 7) Provide System and/or HMC profiles with QSECOFR or ALLOBJ Authority to allow Contractor to provide agreed upon services (County)
- 8) Assist/perform updates as required, following change management procedures (County and Contractor)
- 9) Sign off on concerns and required steps for upgrading 3rd party applications (Contractor and County)

- 10) Provide IBM i OS and IBM Licensed Program Products (Contractor)
- 11) Provide 3rd party application license keys (County)
- 12) Perform application testing and work with application support provider to resolve and document any problems (County)
- 13) Assist County with any network, system and operating system issues (Contractor)
- 14) Provide Backups and Monitoring as listed (Contractor)

Annual Disaster Recovery (DR) Failover

- 15) Perform annual failover, switching DR instances to Production and Production instances to DR (This would involve all production sights SMCTAX, SMCTWEB1 and SMCDEV- Production Expansion:
 - a. Schedule failover (County and Contractor)
 - i. Include Super Users for application testing and data verification (County)
 - b. Suspend replication and validate cutover testing readiness (Contractor)
 - c. Test application and verify data (County)
 - d. Upon application testing and data is verified, restart replication in reverse direction (Contractor)
 - e. Discuss issues found during failover (County and Contractor)

Scope Exclusions

Contractor has identified the following items which will be specifically excluded from the scope of this engagement:

- 1. Contractor is not responsible to reset any clocks on any devices throughout the network or the County environment. Contractor will default all LPARs to Pacific Time.
- 2. Contractor will not provide any training beyond basic knowledge transfer for any of the managed services and solutions provided. It is the County’s responsibility to provide necessary training to network administrators and IT staff.

System Specification

Server Hardware	
IBM i Server LPAR Name	Specifications
SMCTAX - Production	15,392 CPW - 48 GB Memory - 4,218 GB DASD V7R2 OS - 2 x 1 GB Ports
SMCTWEB1 - Production	1,824 CPW – 24.5 GB Memory – 305.4 GB DASD

Server Hardware	
IBM i Server LPAR Name	Specifications
	V7R2 OS - 2 x 1 GB Ports
SMCDEV– Production Expansion	15000 CPW, 48 GB RAM, 3200GB Disk, V7R2 OS - 2 x 1 GB Ports
SMCTAX - DR/HA	15,392 CPW - 48 GB Memory - 4,218 GB DASD V7R2 OS - 2 x 1 GB Ports
SMCTWEB1 - DR/HA	1,824 CPW – 24.5 GB Memory – 305.4 GB DASD V7R2 OS - 2 x 1 GB Ports
SMCDEV – Production Expansion– DR/HA	15000 CPW, 48GB RAM, 3200GB Disk, V7R2, Test/Dev/QA)
Implementation of SMCDEV – Production Expansion and SMCTAX – Production Expansion DR/HA is estimated in October 2020.	

Server Software			
Software	Notes / Technical comments	County Provided	Contractor Provided
IBM i OS and Licensed Program Products	IBM i i5/OS (5770-SS1), iSeries Access (5770-XW1), IBM Web Query Express (5733-WQE), IBM Portable Utilities (5733-SC1), Nation Language Version (5770-NLV), Performance Tools (5770-PT1), Query for i5/OS (5770-QU1), IBM WDS (5770-WDS), System i Access Family (5770-XW1), Zend Server (5639-ZC1), WebSphere Application Server – Enterprise Ed. V7.0		X
IBM i Third Party Applications	Including but not limited to Workright Software, Maani Charting Software and X-Analysis Software	X	

Server Monitoring, Management, and Support	
Monitoring, Management, and Support Services	Level
Monitoring & Management: SMCTAX Production	Advanced
Monitoring and Management: SMCDEV – Production Expansion	Advanced
Monitoring and Management: SMCTWEB1 Production	Advanced

Server Monitoring, Management, and Support	
Monitoring, Management, and Support Services	Level
Monitoring and Management: SMCTAX HA/DR	Advanced
Monitoring and Management: SMCTWEB1 HA/DR	Advanced
Monitoring and Management: SMCDEV – Production Expansion HA/DR	Advanced
WebSphere Support: SMCTAX	Advanced
WebSphere Support: SMCTWEB1	Advanced
WebSphere Support: SMCDEV – Production Expansion	Advanced
IBM i Replication: SMCTAX	Advanced
IBM i Replication: SMCTWEB1	Advanced
IBM i Replication: SMCDEV – Production Expansion	Advanced
Implementation of SMCDEV – Production Expansion and SMCDEV – Production Expansion DR/HA is estimated in October 2020.	

Backup Services	
IBM i Backup Service	Frequency
SMCTAX	Daily (30) – Selected Libraries Weekly (4) – Full System Monthly (12) – Full System Yearly (offsite for 7 years) – Full System
SMCTWEB1	Daily (30) – Selected Libraries Weekly (4) – Full System
SMCDEV – Production Expansion	Daily (30) – Selected Libraries Weekly (4) – Full System Monthly (12) – Full System Yearly (offsite for 7 years) – Full System
Implementation of SMCDEV – Production Expansion and SMCDEV – Production Expansion DR/HA is estimated in October 2020.	

Network	
Network Section	Specifications
Internet: 20 Mbps (burstable 2x)	Roswell, GA / New Albany, OH
Site-to-Site VPN Tunnel – Qty –4	Roswell, GA / New Albany, OH Contractor will be providing (2) VPN tunnels one for each data center. Contractor will provide an additional (2) VPN tunnels at no additional recurring charge.
Managed Firewall Service (1 Port / 8 ip's)	Roswell, GA / New Albany, OH

Managed Server – IBM i

Scope and Responsibilities

Service Management Process	PCM Services	Managed Server – IBM iSeries Description (40200)
Capacity Management	Premier Services (40280)	PCM will review performance data with the customer to plan for future capacity requirements and make recommendations regarding resources of the device and its associated interfaces.
Performance Management		PCM will capture and trend performance data for the server and its associated interfaces. PCM will provide results of these performance metrics to the customer at desired at desired intervals. Performance reports provided are based on industry standard metrics and are generated upon request of the customer. Custom report generation is not included – Please see PCM Project Services.
Continuity Management		PCM will consult with the customer regarding this service and how it pertains to the customer’s Disaster Recovery and Business Continuity plans. Note: the customer is responsible for developing and maintaining their DR and BCP plans.
Problem Management	Advanced Services (40260)	PCM will track the unknown causes of one or more related incidents, and will provide remediation of underlying issues. Performs Root Cause Analysis and publishes or reports on known errors. Problem management is limited to the hardware and operating system of the iSeries System or LPAR covered under this service.
Change Management		PCM will execute changes on this iSeries System or LPAR – (i.e. add memory or processors, add host bus adapters, etc.). For example, converting a server to a 2 or multi-node cluster is implemented via PCM Project Services outside of this service.
Incident Management		PCM will address interruption or degradation of service related to iSeries System or LPAR or operating systems covered under this service. Incidents are escalated via event management processes, and PCM is responsible for their remediation. The intention is to restore service, and not necessarily address underlying problems. Note: It is the customer’s responsibility to maintain active hardware maintenance contracts for managed devices.
Patch Management		PCM will update PTF’s for the operating system up to two (2) times per year or as required and following vendor-recommended best practices and PCM’s patch management policy. Patch management does not include any desktops or client related items. Major software upgrades are not included – please see PCM Project Services.
Event Management	Essential Services (40240)	PCM will monitor for fault and performance events related to iSeries Systems or LPAR’s covered under this service. Identified events are escalated, either to PCM engineering teams, or as defined in the customer escalation procedure, per contractual parameters.
Performance Reporting		PCM provides automated monthly reporting that includes statistics and counters that are tracked within monitoring and Event Management tools.
Configuration Management		PCM will maintain the configuration information of the server hardware and operating system device covered under this service.

Description of Services

The **Managed Server – IBM i** service is a managed service designed to provide County with the technology management processes and tools required to monitor, support, and maintain a server in an Enterprise network. The processes and efforts used to deliver this service span a range of activities and are bundled into the following tiers of service below. These tiers provide the County with options ranging from basic monitoring and alerting to complete performance and capacity management. The following sections are independent descriptions of each of the server management tiers and can be repurposed for Contractor training, proposals, documentation, etc.

Managed Server, IBM i – Monitoring Services

The **Managed Server (Monitoring)** service is the most basic form of managed service for Server devices. It is comprised of Contractor monitoring of the County's physical or virtual server systems. As part of this level of service, Contractor will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU and memory usage. Events captured in this monitoring service will be handled and escalated based on County escalation procedures. Services included within this offering apply to a single physical or virtual server instance.

The **Managed Server, IBM i (Essential)** extends the most basic form of managed service for IBM i by adding Program Temporary Fix (PTF) management services. It is comprised of Contractor monitoring and PTF management of a County's physical or virtual server systems. As part of the Essential level of service, Contractor will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU and memory usage. Events captured in this monitoring service will be handled and escalated based on County escalation procedures. Also included in this level is patch management. Servers covered under this service will be reviewed with the County as IBM's cumulative PTF packages are released and/or semi-annually and as needed. Services included within this offering apply to a single physical or virtual server instance.

The **Managed Server, IBM i (Advanced)** service is comprised of Contractor monitoring and Contractor technical services related to management of a County's iSeries System or LPAR. As part of the Advanced level of service, Contractor will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU and memory usage. Also included in this level is patch management, incident handling and remediation, change and problem management. Services included within this offering apply to a single physical or virtual server instance.

The **Managed Server, IBM i (Premier)** service is comprised of Contractor monitoring and Contractor technical services related to management of a County's iSeries System or LPAR. As part of the Premier level of service, Contractor will monitor operating system level services as well as key physical elements, which include but are not limited to hard drive, CPU and memory usage. Also included in this level is patch management, incident handling and remediation, change and problem management – as well as continuity, performance, and capacity management. Services included within this offering apply to a single physical or virtual server instance

Supported Technologies

- IBM i5/OS V7.2
- IBM i5/OS V7.3
- IBM i5/OS V7.4

Application Management, WebSphere

Description of Services

The **Application Management, WebSphere** service is a managed service designed to provide the County with the technology management processes and tools required to monitor, support, and maintain a

WebSphere in an Enterprise network. The processes and efforts used to deliver this service span a range of activities and are bundled into the following tiers of service below. The WebSphere service must run on a version of server operating system supported by Contractor. The following sections are independent descriptions of each of the WebSphere application tiers and can be repurposed for Contractor training, proposals, documentation, etc.

Application Management, WebSphere – Advanced Services

The **Application Management, WebSphere (Advanced)** service provides key management services to ensure current health and functionality on a County's WebSphere application. As an Advanced-level offering, this service includes monitoring, patching, fulfillment of user requested changes, as well as incident remediation and root cause problem resolution. These services are specific to the managed application itself and are exclusive to any of the same services applied to the application's host server.

To receive this service, a WebSphere application must reside on the operating system of a Contractor managed server (Advanced or Premier level).

Scope and Responsibilities

Service Management Process	PCM Services	Managed Application - Webserver Description (51700)
Capacity Management	Premier Services	Not available
Performance Management		Not available
Continuity Management		Not available
Problem Management	Advanced Services (51760)	PCM will track the unknown causes of one or more related incidents, and will provide remediation of underlying issues. Performs Root Cause Analysis and publishes or reports on known errors. Problem management is limited to the webserver application under this service.
Change Management		PCM will execute requested changes to the webserver application, maintaining strict adherence to PCM change management policies to include obtaining proper authorizations for changes and agreeing to appropriate change windows. (Examples of changes may include but are not limited to: add/remove virtual directories, change application pool configurations, change user permissions, etc)
Incident Management		PCM will address interruption or degradation of service related to the webserver application. These incidents are reported via event management processes, and PCM is responsible for remediation of the incident. The intention is to restore service, and not necessarily address underlying problems.
Patch Management		PCM will patch the webserver application using management tools and following vendor-recommended best practices. Major software upgrades and Service Packs are not included – please see PCM Project Services.
Event Management	Essential Services (51740)	PCM will monitor for fault and performance events specific to the webserver application and separate from those associated with the application's host server.
Performance Reporting		PCM provides automated monthly reporting that includes statistics and counters that are tracked within monitoring and Event Management tools.
Configuration Management		PCM will track each managed webserver application as a distinct configuration item (CI) and maintain key configuration data and relationships with other assets and services.

Supported Platforms

- IBM i

Advanced Backup Services

For most businesses effective data protection is vital, and almost all enterprises implement some form of backup and recovery strategy. However, as organizations grow both organically and through acquisition, backup procedures can become fragmented, leading to inefficiency, high costs and, in some cases, loss of effective data protection.

Contractor's Advanced Backup Services provides a complete back-up solution from the business-level requirements, through back-up operations and procedures, to the supporting hardware and software infrastructure. Our experienced professionals manage all aspects of your back-up needs to ensure that your most critical enterprise assets are fully protected.

Partial data restores are included for all physical and virtual servers that carry Contractor Advanced or Outsourced Server Management services. Sufficient disk space must be available to restore individual files, directories, or databases. Not that full system restores will recover systems to previous point-in-time. Additional efforts related to a full system restore will be billable under normal hourly rates.

Restores requests that are still available from disk can be restored the same day at no charge. Managed Services restore requests that must come from tape, and needed by client the same day, will incur an Iron Mountain expedite charge. Tapes are delivered from Iron Mountain between 2pm and 6pm each day, however emergency courier service can be provided at an additional charge.

Key service elements are described in the Back Up Service Table on Page 16 of this contract.

IBM i Advanced Replication Service

County leverages Contractor's IBM i Advanced Replication Service to facilitate disaster recovery capabilities through replication and automation. The "target server" must reside on a Managed Operating System to be supported. The "source server" may reside on a managed or non-managed server either in the Contractor cloud or at the County's data center. The supported applications (see Supported Technologies below) that provide the replication and failover automation can be licensed through Contractor's service provider license agreement or can be purchased as a perpetual license by the County. The One-to-one Disaster Recovery Replication Service is always deployed in a one-to-one replication scenario where a source server is replicated directly to a single, always-on target server. The application may reside either at the County data center, in one of the Contractor data centers, in the Contractor cloud computing environment, or in any combination.

This service is sold to provide the County with near "push-button" disaster recovery capabilities. The failover to the target DR system is automated; however, the failover must be initiated by a system administrator.

The Disaster Recovery solution described within this Service Definition follows three main modes of operation. They are as follows:

Operation Mode	Description	Included in Service
Normal Operation	Normal Operation is defined as the state of the service where the replication software is replicating from the Source Server to the Target Server and the system is not in a testing or failover state.	Yes

Operation Mode	Description	Included in Service
Testing Operation	Testing Operation is defined as the mode of operation where replication has been paused for a period of time so as to test and/or validate the target server is capable of handling production in a failover state.	Yes Contractor will perform one Test per year. Contractor will provide up to 8 hours of testing support services. Support services are defined as issues unrelated to the core management and replication services included in the contract. Additional support effort above the 8 hours will be billed at the Standard Contractor hourly rate.
Failover Operation	Failover Operation is defined as the mode of operation where the Source Server is no longer available, and all production activities have been moved to the Target Server.	Yes

Disaster Declaration

Authorized County representatives can initiate a system failover by calling the IBM Intelligent Operations Center ("IOC ") 24 hours per day 7 days per week. The following outlines responsibilities during a declared disaster. Contractor is responsible for the operations and service provided by the IOC.

IOC Responsibilities:

1. Verification that the County representative is authorized to request initiation of the failover
2. Initiate the failover to the Target Server via the application interface
3. If required, change IP address of the Target Server (typically scripted through application automation)
4. Ensure that the County representative can access the Target Server via IP address

County Responsibilities:

1. Maintain Disaster Recovery Plan
2. Update IOC when there are changes to the list of authorized County representatives
3. Maintain access to disaster recovery resources (VPN, Private WAN, etc.)
4. Test systems to ensure functionality
5. Management of Source Server
6. Notification by phone to IOC to initiate failover (e-mail is not an acceptable)

Scope and Responsibilities

Service Management Process	One-to-One Disaster Recovery Replication Service Description (17160)
Capacity Management	Not included
Performance Management	Not included
Continuity Management	Not included NOTE: Although “Continuity Management” by definition is not included in this service, this service is part of Continuity Management for the production instance of the application it is protecting. The customer is responsible for performing Business Impact Analysis (BIA) and Risk Assessment activities as well as producing the Contingency Plan. Additional recommended activities include testing, reviewing, and revising the plan on a regular basis.
Problem Management	PCM will track the unknown causes of one or more related incidents, and will provide remediation of underlying issues. Performs Root Cause Analysis and publishes or reports on known errors. Problem management is limited to the Disaster Recovery Application under this service.
Change Management	PCM will execute requested changes to the Disaster Recovery Application, maintaining strict adherence to PCM change management policies to include obtaining proper authorizations for changes and agreeing to appropriate change windows. (Examples of changes may include but are not limited to: change bandwidth throttling parameters, change replication settings, etc.) NOTE: Customer is responsible for initiating any failover requests through the IOC. PCM will not automatically fail over any system without authorization from the customer. Disaster declarations resulting in a request to failover to the replica system are not considered part of normal Change Management and can be initiated on-demand.
Incident Management	PCM will address interruption or degradation of service related to the Disaster Recovery Application. These incidents are reported via event management processes, and PCM is responsible for remediation of the incident. The intention is to restore service, and not necessarily address underlying problems.
Patch Management	PCM will patch the Disaster Recovery Application following vendor-recommended best practices. Major software upgrades are not included – please see PCM Project Services.
Event Management	PCM will monitor for fault and performance events specific to the Disaster Recovery Application and separate from those associated with the application’s host server.
Configuration Management	PCM will track each managed instance of the Disaster Recovery application as a distinct configuration item (CI) and maintain key configuration data and relationships with other assets and services. Configuration examples include the type of replication (continuous, point-in-time, system state, etc.) and the frequency of replication (nightly, real-time, bandwidth allocation requirements).

Supported Technologies

- Quick-EDD

[Service Level Agreement Chart](#)

Response Minimums:

Request Type	Description	Priority	Business Impact Examples	SLA Target: First Response	SLA Target: Resolution
Incident	Service is not available, working at diminished capacity (broken – it was working but now it is not). Action is required to restore service.	1. Widespread Service Interruption	Enterprise wide outage, Significant Impact to business	15 Minutes (24/7)	1 Hour
		2. Widespread Service Degradation	Enterprise wide service degraded, Intermittent Impact to business	30 Minutes (24/7)	4 Hours
		3. Localized Service Interruption	Departmental/Group Outage with significant impact to multiple users	2 Hours (24/7)	24 Hours
		4. Localized Service Degradation	Departmental/Group service degraded, intermittent impact to multiple users	2 Hours (24/7)	24 Hours
		5. Isolated Service Interruption	Single User/Limited outage, significant impact to a single user	2 Hours (Business Hours)	24 Hours
		6. Isolated Service Degradation	Single User/Limited service degraded, significant impact to a single user	2 Hours (Business Hours)	24 Hours

Service Availability:

Contractor’s Service Availability commitment for a given calendar month is 99.9%.

The Service Availability per month will be calculated as follows:

- 1) Take the total number of minutes in the month and subtract the total minutes for Planned Outages during that same month, to derive a Total Minutes value.
- 2) The total Unplanned Outage minutes for that month is then divided by the Total Minutes value derived above.
- 3) The quotient is then multiplied by 100 to arrive at a percentage of downtime for the month.
- 4) The percentage of downtime is then subtracted from 100% to arrive at the Service Availability for the month.

Definitions:

Planned Outages include planned maintenance, daily backups, and full system saves.

Currently, planned maintenance is estimated at 6 hours per month. Times will vary based on needs and mutual agreement. However, the County has provided the following times when maintenance is prohibited:

- July 1 to August 30
- November 15 to December 20
- March 15 to April 20th

If actual maintenance exceeds the time allotted for planned maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for planned maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the County's systems at the Contractor's production data center's VPN connection points. County may request an availability report not more than once per month

IBM iSeries – Managed Services Roles Matrix

P=Perform A=Assist N/A= Not Applicable			
#	iSeries Support Tasks	Advanced Service Level	
		Contractor	County
1	Perform 24 x 7 monitoring of the managed iSeries servers for actions and events	P	N/A
2	Monitor County specified critical batch processes (includes up to 100)	P	A
3	Provide a secure logical/software environment: all LPAR access is user id / password protected with appropriate permission levels for system operations to be performed	A	P
4	Manage Operating system history files, system audit journals, and security audit journals (non-end user information)	P	A
5	Maintain required documentation for iSeries server management and operation – including maintaining logs and document all system maintenance issues and outages	P	A
6	Maintain current Software Maintenance support for all Managed Servers **	P	A
7	Maintain operating system, system management agents, and additional base software components.	P	N/A
8	Maintain all system startup programs	P	A
9	Schedule mutually agreeable system downtime for change management and maintenance	A	P
10	Perform initial program loads (IPLs)	P	A
11	Root cause analysis of problems or issues encountered/caused by Contractor	P	N/A
12	Move a job from one queue to another	N/A	P
13	Provide problem determination and corrective measures and support for pre-defined alerts, error events and thresholds	P	A
14	Perform clean-up of system logs and journals created by the agents and monitoring applications	P	N/A
15	Monitor QSYSOPR and/or QSYSMSG message queues and Perform initial problem determination and resolution and inform necessary parties	P	N/A
16	Prepare schedules for batch jobs	N/A	P
17	Provide run book/sheets for batch jobs	N/A	P
18	Input schedules for batch jobs to automated job scheduler	N/A	P
19	Input scheduled additions, deletions or changes to scheduled jobs	N/A	P
20	Meet with and coordinate production schedule/activities with departmental users	A	P
21	Notify County of predefined critical messages (specified by County)	P	N/A

P=Perform A=Assist N/A= Not Applicable

#	iSeries Support Tasks	Advanced Service Level	
		Contractor	County
22	Notify Contractor of a start/stop or change to monitored service	N/A	P
23	Define monitoring parameters for County controlled services	A	P
24	Provide criteria to monitor performance of the system	A	P
25	Monitor and document hardware, systems software and database usage and size and compare to established benchmarks	P	A
26	Respond and correct all issues with County controlled services or applications	N/A	P
27	Change the attributes of a spooled file	N/A	P
28	Examine and respond to printer messages	N/A	P
29	Setup print queues and print writers to print from Power System to network printers	A	P
30	Setup virtual workstations and printers as requested	A	P
31	Assist with device setup and support as requested	A	P
32	Send a message to a single user, a group of users, or all users	N/A	P
33	Send a spooled file to a user on another system	N/A	P
34	Manage Operating system jobs and subsystems	P	A
35	Perform OS performance and capacity monitoring.	P	A
36	Monitor, analyze and report on system performance to assure established thresholds are not exceeded	P	A
37	Install up to two cumulative PTF packages per year (standard level currency is current plus/minus one) as requested by County	P	A
38	Perform benchmark performance testing before installation of cumulative PTF packages, OS/400 release upgrades, security fixes, and OS fixes	A	P
39	Install supported release-to-release upgrade for OS/400 and Licensed Program Products for an additional fee (SOW- cost from \$2,500-\$5,000 depending on IBM dictated processes)	P	A
40	Install/Upgrade IBM software / Vendor supplied Application software as requested (County or vendor provides instructions for installation and is available for installation and configuration support)	P	A
41	Setup County notification for newly released OS fixes	P	A
42	Perform install of individual or Group IBM PTFs as requested by County (Includes 2 per month)	P	A
43	Provide risk acceptance for those PTFs that are released but will not be applied	A	P
44	Record risk acceptance for those security and hot fixes that are released but will not be applied	P	N/A
45	Maintain authorities, permissions, and ownership of all OS objects.	A	P

P=Perform A=Assist N/A= Not Applicable			
#	iSeries Support Tasks	Advanced Service Level	
		Contractor	County
46	Provide regularly scheduled batch jobs for DASD cleanup for application data	A	P
47	Provide regularly scheduled batch jobs for DASD cleanup for application objects	A	P
48	Provide regularly scheduled batch jobs for DASD cleanup for application journals and receivers	A	P
49	Provide regularly scheduled batch jobs for DASD cleanup for application IFS objects and directories	A	P
50	Provide regularly scheduled batch jobs for DASD cleanup for system logs and journals based upon County requests	P	A
51	Provide all user and group profile administration for privileged user profiles. This includes creation and deletion these of user profiles, password reset, profile expiration, and verification of ownership.	A	P
52	Provide user and group profile administration for all application user profiles without special authorities. This includes creation and deletion of these user profiles, password reset, profile expiration, and verification of ownership.	A	P
53	Prepare schedules for batch jobs	A	P
54	Provide run book/sheets for batch jobs	A	P
55	Input schedules for batch jobs to automated job scheduler	A	P
56	Input scheduled additions, deletions or changes to scheduled jobs	A	P
57	Provide password resets for all system users and group profiles	A	P
58	Maintain line descriptions to support network connectivity	P	A
59	Maintain TCP/IP configuration per supplied specifications	P	A
60	Maintain iSeries Host Table	P	A
61	Maintain OS/400 Performance tuning related to storage pools and activity levels	P	A
62	Provide monitoring and management of disk space and alert upon defined threshold	P	A
63	Maintain hardware service contracts on County supplied hardware (i.e. end user/County premise workstations, printers, etc.)	A	P
64	Manage hardware maintenance events (Call and coordinate with County and IBM for replacement of defective parts)	P	A
65	Manage all remotely attached devices including workstations, printers, and communications controllers.	A	P
66	Implement County requested hardware and OS/400 configuration changes necessary to maintain satisfactory application Performance (additional fees may apply)	P	A
67	Visually check the managed equipment to verify the status LED, LCD or display	P	A

P=Perform A=Assist N/A= Not Applicable

#	iSeries Support Tasks	Advanced Service Level	
		Contractor	County
68	Add/remove and configure locally attached system devices such as system consoles, tape storage, and optical storage (does not include printers) as requested by County. Additional fees may apply.	P	A
69	Loading CD/DVD media	P	A
70	Provide physical access as needed for authorized IBM personnel, in a timely manner, to the hosting facility	P	A
71	Install/enable capacity increases to file systems, disk array and any other systems components as requested / approved by County	P	A
72	Provide an HMC (Hardware Management Console) and remote access to the HMC for remote support	P	A
73	Ensure application software is consistent with and will operate with systems software	A	P
74	Maintain responsibility for application software and APIs	N/A	P
75	Lead problem management process to address application problems	A	P
76	Correct County application related errors logged in job logs, message queues, and/or the system history log	N/A	P
77	Manage resolution of application related Performance and capacity problems	A	P
78	Provide user and group profile administration for all application user profiles without special authorities. This includes creation and deletion of these user profiles, password reset, profile expiration, and verification of ownership.	N/A	P
79	Stage programs into production	N/A	P
80	Promote programs into production	N/A	P
81	Research and resolve promotion failures	N/A	P
82	Configure scheduled backups of OS/400, configuration, security, licensed program products, and other IBM support objects	P	A
83	Configure scheduled backups of County application and data objects (County to specify)	P	A
84	Verify successful completion of scheduled backups	P	A
85	Notify County of unsuccessful backups related to County data	P	N/A
86	Perform object restores as requested (5 free per month)	P	A
87	Verify the integrity of restored objects	A	P
88	Maintain an independent copy of BRMS recovery report for system recovery	P	N/A
89	Vary a tape or device online or offline	P	A
90	Print the contents of a tape	P	A

P=Perform A=Assist N/A= Not Applicable			
#	iSeries Support Tasks	Advanced Service Level	
		Contractor	County
91	Reset a tape device	P	A
92	Initialize a tape	P	A
93	Make a copy of a tape	P	A
94	System recovery as a result of a hardware failure	P	A
95	System recovery as a result of operating system failure	P	A
96	Tape insertion and removal	P	A
97	Receiving and preparing off-site storage containers	P	A
98	Tape condition inspected and replaced with new tape as needed	P	A
99	Supply list of tapes to manage for off-site tape rotation	P	A
100	Maintain inventory of replacement tapes	P	A
101	Offsite storage retention – County will determine retention schedules	P	A
102	Create and catalogue archive tapes as requested or scheduled	P	A

* Contractor can **Perform** in some instances

** County owned Assets. Contractor will be responsible for SWMA when hardware is provided as a service.

Application Management - WebSphere Roles Matrix

P=Perform A=Assist N/A= Not Applicable			
#	iSeries Support Tasks	Advanced	
		Contractor	County
1	Incident Management and escalation via phone or email (depending on severity)	P	N/A
2	Capturing traces and sending them to IBM – manage escalation as required	P	N/A
3	Maintenance and hot fix application (fix packs) as required	P	A
4	Performance tuning	P	A
5	Event Management via monitoring tools	P	A
6	Documentation of technical issues and resolutions	P	A

Service Account Manager (SAM)

P=Perform A=Assist N/A= Not Applicable			
#	Service Account Manager Role	Advanced	
		Contractor	County
1	Account lead and main point of contact for services delivery	P	A
2	Ensure service delivery across Contractor teams	P	A
3	Provide ongoing service improvement oversight	P	A
4	Recommend backup strategies that provide optimum coverage	P	A
5	Make recommendations for performance and capacity improvements	P	A
6	Recommend necessary system software or hardware upgrades/replacements to maintain required performance	P	A
7	Formulate and document plans for growth, expansion and replacement of hardware and system software	P	A
8	Recommend best practices for Business Continuity, revise annually	P	A

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:

MONTHLY RECURRING CHARGE, IMPLEMENTATION FEE, AND ADDITIONAL SERVICE RATES

MONTHLY RECURRING CHARGE for the period beginning of the “OPERATIONAL DATE” through the term of this agreement. Contractor assumes managed responsibilities of this agreement on this date provided system is in the Contractor facility and County’s implementation obligations have been completed.

<p>MONTHLY RECURRING CHARGE (MRC)</p> <p>July 1, 2020 – September 30, 2020. This MRC will be at least through September 30, 2020 but may be expanded further until SMCDEV Production Expansion and SMCDEV Production Expansion DR/HA has been implemented.</p>	<p>\$22,541.10</p>
<p>MONTHLY RECURRING CHARGE (MRC)</p> <p>Upon Implementation SMCDEV Production Expansion and SMCDEV Production Expansion DR/HA the monthly charge will change from \$22,541.10 to \$29,232.69 which will be no sooner than October 1, 2020. This will be the MRC thereafter implementation (including two one-year options to extend)</p>	<p>\$29,232.69</p>
<p>NON-RECURRING CHARGE (NRC)</p> <p>One Time Implementation Fee due upon implementation of SMCDEV- Production Expansion and SMCDEV- Production Expansion DR/HA server instance.</p>	<p>\$8,101.60</p>
<p>NON-RECURRING CHARGE (NRC)</p> <p>As- Needed Additional Services (e.g. upgrades).</p>	<p>\$50,000</p>

MRC

- MRC fees to commence upon execution of contract. Total 36-month MRC fees not to exceed \$ 1,090,403.67.
- Option to include two 12-month extensions at same MRC of \$29,232.69 not to exceed \$350,792.28 each year; \$ 701,584,56.00 in total.

NRC

- \$8,101.60 will be paid upon completion and availability of SMCDEV Production Expansion, and the respective DR sites and Replication Software being installed and active.
- \$50,000 this amount is an amount for payment for As-Need Additional services, as approved by the County in advance, including future upgrades, and other technical support that are not otherwise covered in the services listed in this Exhibit A. Prior to commencing any As-Needed Additional services, Contractor will provide the County with a written statement of work itemizing the proposed additional services and associated costs,. That must be approved and agreed upon by the County. County is not responsible for As-Needed Additional Services that are not pre-approved and agreed in writing by County.

AS-NEEDED ADDITIONAL SERVICE RATES

The following rates shall apply for all As-Needed Additional Services rendered based on the resource providing the Service:

1. iSeries Consultant \$200 per man hour
2. Program Application Consultant \$175 per man hour
3. Senior Network / Unified Communications Consultant \$175 per man hour
4. Network Engineer \$150 per man hour
5. Ad-hoc remote support services \$125 per man hour

Unless otherwise defined in this Agreement, As-Needed Additional Services to be performed will be during normal Contractor business hours, Monday through Friday 8:00am to 6:00pm, respective of time zone where work is performed, except for holidays, and mutually agreed upon periods. All work performed after hours, defined as those hours outside of these Business Hours, must be approved by the County in advance and shall be billed at 1.5 times the applicable rate above.

Major project work, such as version upgrades or new implementations, will require County's approval of a statement of work, to include scope of work, negotiated costs and timeline, required to complete the project.

SERVICE CREDITS

In the event of a failure by Contractor to meet the Service Availability and Service Response minimums as set forth in the SLA, at County's request, Contractor shall provide service credits in accordance to the following matrix:

- A. First (1) month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- B. Second (2) time in a twelve-month period of missed availability or response minimum: 10% of the MRC (listed above) paid for the applicable month for the affected Service
- C. Third (3) time in a twelve-month period of missed availability or response minimum: 20% of the MRC (listed above) paid for the applicable month for the affected Service
- D. Fourth (4) or more occurrences in a twelve-month period of missed availability or response minimum: 30% of the MRC (listed above) paid for the applicable month for the affected Service

ADDITIONAL STORAGE AND PROCESSING

If additional disk storage or processing power is required to meet the agreement services up to 20% increase will be added at no cost. Increases above this threshold will be at the following monthly recurring rates (no setup or installation charges for the additional increases):

	Increase	Production	DR/HA	HA &Prod Combo
CPW	Per 100 CPW	\$31.00	\$27.90	\$58.90
Memory	Per 4 GB	\$132.00	\$118.80	\$250.80
Disk	100 Per GB	\$37.00	\$33.30	\$70.30

TRAVEL EXPENSES

Any travel expenses must be approved by the County in advance of the expense and must be within the provisions of the County's travel and expense policy.

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Jen Vasin

Name of Contractor(s): Insight Public Sector, Inc.

Street Address or P.O. Box: 6820 S. Harl Avenue

City, State, Zip Code: Tempe, AZ 85283

I certify that the above information is complete and correct to the best of my knowledge

Signature: Jen Vasin
Jen Vasin (Sep 15, 2020 11:13 PDT)

Title of Authorized Official: SVP Human Resources

Date: September 15, 2020

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."