

AGR21-926-A1

AMENDMENT NO. 1 INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT NO. 21-926

This **AMENDMENT NO. 1** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Carahsoft Technology Corporation**, a Maryland corporation ("Contractor"), to be effective for all purposes March 6, 2024 ("Effective Date of Amendment No. 1").

WHEREAS, County and Contractor entered into Agreement No. AGR21-926 on March 10, 2021, (the "Agreement") for Government Transparency Suite, Legislative Management Suite (Legistar), and Boards and Commissions; and

WHEREAS, County wishes to add eComment functionality to the Legistar Suite, to enable online comments for specific agenda items of County public meetings ("eComment"); and

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows procurement of services at a price equal to or less than the contractor's current federal contract price (GSA, FSS), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the County; and

WHEREAS, Contractor is a party to contract GSA Schedule No: 47QSWA18D008F and Contractor will extend such pricing, terms and conditions to County; and

WHEREAS, both parties wish to amend the Compessation Section and Exhibit A to reflect the correct not-to-exceed amount in the Agreement as it was incorrectly calculated to be TWO HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS AND SIXTY-ONE CENTS (\$258,355.61), but should have been TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED TWO DOLLARS AND FIFTY CENTS (\$292,402.50); and

WHEREAS, both parties wish to amend the Agreement to add eComment and the Compensation Section and Exhibit A, accordingly; and

WHEREAS, the County Council approved this Amendment at a public meeting held on March 5, 2024.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:

- I. Add **SECTION B. Services**, Paragraph 8 as follows:
 - 8. eComment
 - a. Within 10 days of the Effective Date of Amendment No. 1, Contractor shall provide County with a subscription to eComment, which includes functionality to allow County to collect online feedback and allow online participants to digitally participate in online County public meetings and speak during public meetings through the Legistar Government Transparency SaaS product during live County meetings.

AGR21-926-A1 Carahsoft Technology Corporation

- b. Contractor shall provide setup and configuration of eComment for the use by the public and online attendees no later than April 5, 2024.
- c. Contractor shall provide virtual group training to County designated staff at a time determined by the Parties.
- II. Delete **SECTION C. COMPENSATION** in its entirety and replace with the following: **SECTION C. COMPENSATION**:
 - 1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND EIGHT CENTS (\$300,626.08), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A-1, attached hereto and made a part hereof for all purposes.
 - 2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
- III. Delete **Exhibit "A" Rate Schedule** and in its entirety and replace with **Exhibit A-1**, attached hereto and made a part hereof for all purposes.

Except as expressly modified by this Amendment No. 1, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST	TO LOS	INCORPORATED COUNTY	OF LOS ALAMOS
Jan D. Sharotos-	SEAL	BY: Anne W. Lawrent	3/7/2024
NAOMI D. MAESTAS	West Och Control	ANNE W. LAURENT	DATE
COUNTY CLERK		COUNTY MANAGER	
Approved as to form:			
Kathryn S. Thwaits for			
J. ALVIN LEAPHART			
COUNTY ATTORNEY		CARAHSOFT TECHNOLOGY MARYLAND CORPORATION	CORPORATION, A
		By: kristina Smith	3/26/2024
		KRISTINA SMITH	DATE

CONTRACTS MANAGER

Exhibit A-1 Rate Schedule

Annual Fees for Subscription

Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to	1	\$2,280.89	
	L5			
607-LEG-GR-246OP	Legistar Open Platform Package Annual	1	\$14,095.83	
	Subscription			
607-BNC-GR-246A	Boards and Commissions	1	\$9,689.83	
607-GTS-GR-246AP	Government Transparency Package	1	\$5,642.02	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,347.61	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,010.71	
Total Annual Fees for Software Subscription (Year 1): \$34,066.89				

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to	1	\$2,440.55
	L5		
607-LEG-GR-246OP	Legistar Open Platform Package Annual	1	\$15,082.54
	Subscription		
607-BNC-GR-246A	Boards and Commissions	1	\$10,368.12
607-GTS-GR-246AP	Government Transparency Package	1	\$6,036.97
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,441.94
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,081.45
Tot	Total Annual Fees for Software Subscription (Year 2): \$36,451.57		

Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to	1	\$2,611.39	
	L5			
607-LEG-GR-246OP	Legistar Open Platform Package Annual	1	\$16,138.32	
	Subscription			
607-BNC-GR-246A	Boards and Commissions	1	\$11,093.89	
607-GTS-GR-246AP	Government Transparency Package	1	\$6,459.55	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,542.88	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,157.16	
Total Annual Fees for Software Subscription (Year 3): \$39,003.19				

Part No	Description	Qty	Price		
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,794.19		
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$17,268.00		
607-BNC-GR-246A	Boards and Commissions	1	\$11,870.46		
607-GTS-GR-246AP	Government Transparency Package	1	\$6,911.72		
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,650.88		
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,238.16		
GR-MA-ECOM	eComment Annual Subscription	1	\$1,794.26		
Tot	Total Annual Fees for Software Subscription (Year 4): \$43,527.67				

Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,989.78	
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$18,476.76	
607-BNC-GR-246A	Boards and Commissions	1	\$12,701.39	
607-GTS-GR-246AP	Government Transparency Package	1	\$7,395.54	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,766.44	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,324.83	
GR-MA-ECOM	eComment Annual Subscription	1	\$1,999.85	
Tot	tal Annual Fees for Software Subscription (Ye	ar 5):	\$46,654.59	
Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$3,199.06	
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$19,770.14	
607-BNC-GR-246A	Boards and Commissions	1	\$13,590.49	
607-GTS-GR-246AP	Government Transparency Package	1	\$7,913.23	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,890.09	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,417.57	
GR-MA-ECOM	eComment Annual Subscription	1	\$2,139.84	
Total Annual Fees for Software Subscription (Year 6): \$4				

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$3,261.43
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$20,155.58
607-BNC-GR-246A	Boards and Commissions	1	\$13,855.45
607-GTS-GR-246AP	Government Transparency Package	1	\$8,067.51
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,926.94
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,445.21
GR-MA-ECOM	eComment Annual Subscription	1	\$2,289.63
Tot	tal Annual Fees for Software Subscription (Ye	ar 7):	\$51,001.75

Seven (7) Year Total Not to Exceed Amount:	\$300,626.08
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AGR21-926



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Carahsoft Technology Corporation**, a Maryland corporation ("Contractor"), to be effective for all purposes March 10, 2021.

WHEREAS, Contractor provides Government Transparency Suite, Legislative Management Suite (Legistar), and Boards and Commissions for County, and County wishes to continue the Services; and

WHEREAS, Section 31-3(b)(4) of the County Code of Ordinances allows procurement of services at a price equal to or less than the contractor's current federal contract price (GSA, FSS), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the County; and

WHEREAS, Contractor is a party to contract GSA Schedule No: GS-35F-0119Y and Contractor will extend such pricing, terms and conditions to the County; and

WHEREAS, the County Council approved this Agreement at a public meeting held on March 9, 2021; and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement:

"Appliance Software" means the Contractor's encoder software used for streaming audio and video received from the County's Audio Video (AV) system.

"AWS Cloud" means Amazon Web Services where Contractor's Boards & Commissions, and Government Transparency suite are hosted, and where Legistar solution is backed up.

"Documentation" means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.

"govMeetings" means the product category to which the Legislative Management, Boards and Commissions and Government Transparency Suite belong.

"Granicus Cloud" means the data center where the Contractor's Legistar solution is hosted.





"Licensed Software" means Contractor's product subscription to Legistar, Boards and Commissions and Government Transparency Package, which includes MediaManager and LiveManager.

"Los Alamos County Technology Standards" means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "C," attached hereto and made a part hereof for all purposes.

"Services" means those services set forth in Section B of this Agreement.

"Support" means the help desk services and availability as described in Exhibit "D," attached hereto and made a part hereof for all purposes.

"User" means County Staff who will use Legistar, Boards & Commissions and Government Transparency solutions to manage and maintain County's legislative, and citizen application and appointment to boards process.

SECTION B. SERVICES: Contractor shall provide the following:

1. Legistar Open Platform Package Subscription ("Legistar"):

Contractor shall provide County with Legistar Software-as-a-Service (SaaS) which shall enable automation of County's entire legislative process which shall include, but not be limited to the the ability to draft files, assign such files to various departments for review, edit and approval, and final approval. Contractor shall host Legistar in Granicus Cloud. Contractor's Services shall include, but not be limited to, the following for County's Legistar subscription:

- a. Unlimited user accounts:
- b. Unlimited meeting bodies and meeting types;
- c. Unlimited data storage and retention;
- d. Up to One (1) Legistar database; and
- e. Up to One (1) InSite web portal, which shall provide the web interface for public to access meeting agendas, meeting minutes, and video.
- 2. County access to Legistar's "Media Manager," which shall serve as an interface between Legistar, LiveManager and the InSite web portal. Contractor shall ensure Legistar, in realtime, pushes agendas to MediaManager and LiveManager which shall push videos to MediaManager.
- 3. Legistar Upgrade. Contractor shall provide County with Legistar Upgrade to L5 which shall be included in the cloud based Legistar hosting fee.
- 4. Boards and Commissions Subscription

Contractor shall provide County with Boards and Commissions SaaS which shall facilitate the process by which citizen applications and appointments to boards are handled. Contractor shall include, but not be limited to, the following in County's Boards and Commissions subscription:

- a. Unlimited user accounts;
- b. Unlimited boards, commissions, committees, and subcommittees:
- c. Unlimited storage of citizen applications:
- d. Access to up to one (1) Boards and Commissions site;
- e. Access to customizable, embeddable iFrame websites for displaying information to citizens:

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- f. Access to a customizable online citizen application form including board-specific
- g. Customizable forms for board details, appointment details, and internal tracking details:
- h. Pre-designed document PDFs for applications, board details and rosters, and vacancy reports; and
- i. Downloadable spreadsheets for easy reporting.
- 5. Government Transparency Package Subscription

Contractor shall provide County with Government Transparency Saas which shall provide live in-meeting functions, including the live streaming of an event, pushing of documents. and indexing of events. Contractor shall provide County with MediaManager and LiveManager, software components that are included with Government Transparency suite. Contractor shall provide County with MediaManager and ensure it stores the archives (videos, minutes and agendas) and connect them with the Legistar Insite web portal. Contractor shall provide County with LiveManager which shall allow County to start/stop meetings and record the index points (time stamps), and take notes/minutes.

6. Support

Contractor shall provide County with support for all Licensed Software and shall provide as described in Exhibit "D.".

7. Technical Specifications of Licensed Software

Contractor's Services shall provide County with the following Services that meet or exceed the following technical specifications:

- a. Contractor shall ensure that its Services follow security best practices for AWS Cloud and Granicus Cloud.
- b. Contractor shall immediately inform County of any changes to security practices and protocols for AWS Cloud and Granicus Cloud.
- c. Contractor shall ensure that Licensed Software is accessed through a secured HTTPS connection.
- d. Contractor shall ensure that AWS Cloud and Granicus Cloud shall reside in the United States.
- e. Contractor shall implement mitigation strategies to prevent security breaches involving County data.
- f. Contractor shall ensure that nightly backups of Legistar and Boards and Commissions data are taken and are kept for one (1) year from the date of the backup. In the event of a system outage, an estimate of downtime shall be promptly provided to the County.
- g. Contractor shall ensure that the expected up-time guarantee for AWS Cloud and Granicus Cloud is 99% per calendar quarter as stated in Exhibit "D."
- h. Contractor shall ensure that its Services work with latest versions of mainstream internet browsers, to include Google Chrome, Firefox, and Edge, at a minimum.
- Contractor shall ensure that County is able extract Boards & Commissions data at any time, with no additional charges.
- Upon County's request, Contractor shall provide County with at least one (1) complete data extraction of all County's data on Licensed Software during the term of this Agreement, at no additional cost.

- k. Contractor shall ensure that all data extracts are provided to County in a usable form acceptable by the County.
- I. Contractor shall comply with the County Technology Standards for Cloud based services. The Technology Standards shall be met and supported by Contractor for the duration of this Agreement, as stated in Exhibit "C.".

SECTION B. TERM: The term of this Agreement shall commence March 10, 2021 and shall continue through March 9, 2028, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation. County shall pay compensation for performance of the Services in an amount not to exceed TWO HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED THIRTY-FIVE DOLLARS AND SIXTY-ONECENTS (\$258,335.61), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A", attached hereto and made a part hereof for all purposes.
- 2. Monthly Invoices. Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing. collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance shall name County as an additional insured.

- 1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
- 2. Workers' Compensation: In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
- 3. Automobile Liability Insurance for Contractor and its Employees: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence. TWO MILLION DOLLARS (\$2,000,000.00) aggregate for any owned and/or non-owned motor vehicles used in performing Services under this Agreement.
- **4. Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per claim and ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate for Services provided hereunder during the term of this Agreement and for a period of at least three (3) years thereafter.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. OWNERSHIP OF DATA: All County data, including all content in any media or format entered into, stored in and/or susceptible to retrieval from County's computer systems, shall remain property of the County. The County's data shall not be used by the Contractor other than in connection with providing the services pursuant to this Agreement; it shall not be disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor, or commercially exploited by or on behalf of Contractor, its employees, agents, subcontractors, invitees, or assigns, or any third party, in any respect. Prior to termination of this Agreement, Contractor shall not delete or destroy any County data or media on which County data resides without prior, written

authorization of County. Upon request, Contractor shall promptly return to County, in the format and on the media in use as of the date of the request, any and all requested portions of any County data it may possess or control; Notwithstanding any other provision in this Agreement, at any time, County shall have the irrevocable right, and may engage a third party on behalf of or assistance with County, to export, merge, convert, or otherwise transfer the County data to another system in any other format or media.

SECTION L. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION M. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION N. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION O. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION P. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION Q. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION R. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION S. TERMINATION:

1. Generally. County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services

2. Funding. This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION T. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery. verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Assistant to County Manager Incorporated County of Los Alamos 1000 Central Avenue, Suite 350 Los Alamos, New Mexico 87544

Contractor:

Kristina Smith, Contracts Manager Granicus Government at Carahsoft 11493 Sunset Hills Road, Suite 100 Reston, Virginia 20190

SECTION U. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION V. NO IMPLIED WAIVERS

The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION W. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "B." Contractor must submit this form with this Agreement. if applicable.

SECTION Y. COUNTY TECHNOLOGY STANDARDS: Contractor shall adhere to the requirements of County Technology Standards, as described in Exhibit "C"

SECTION Z. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AA. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

Domester (SE)

NAOMI D. MAESTAS COUNTY CLERK

Approved as to form:

Kathryn S. Thwaits for

J. ALVIN LEAPHART COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

BY: Harry Burgess

3/10/2021

HARRY BURGESS
COUNTY MANAGER

DATE

CARAHSOFT TECHNOLOGY CORPORATION, A MARYLAND CORPORATION

By: Eristina Smith

6/25/2021

KRISTINA SMITH
CONTRACTS MANAGER

DATE

Exhibit "A" Rate Schedule

Annual Fees for Subscription

Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,280.89	
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$14,095.83	
607-BNC-GR-246A	Boards and Commissions	1	\$9,689.83	
607-GTS-GR-246AP	Government Transparency Package	1	\$5,642.02	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,347.61	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,010.71	
Total Annual Fees for Software Subscription (Year 1): \$34,066.89				

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,440.55
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$15,082.54
607-BNC-GR-246A	Boards and Commissions	1	\$10,368.12
607-GTS-GR-246AP	Government Transparency Package	1	\$6,036.97
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,441.94
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,081.45
Total Annual Fees for Software Subscription (Year 2): \$36,451.57			

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,611.39
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$16,138.32
607-BNC-GR-246A	Boards and Commissions	1	\$11,093.89
607-GTS-GR-246AP	Government Transparency Package	1	\$6,459.55
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,542.88
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,157.16
To	otal Annual Fees for Software Subscription (Ye	ar 3):	\$39,003.19

Part No	Description	Qty	Price	
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,794.19	
607-LEG-GR-246OP	Legistar Open Platform Package Annual Subscription	1	\$17,268.00	
607-BNC-GR-246A	Boards and Commissions	1	\$11,870.46	
607-GTS-GR-246AP	Government Transparency Package	1	\$6,911.72	
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,650.88	
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,238.16	
Total Annual Fees for Software Subscription (Year 4): \$41,733.41				

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$2,989.78
607-LEG-GR-246OP Legistar Open Platform Package Annual Subscription		1	\$18,476.76
607-BNC-GR-246A	Boards and Commissions	1	\$12,701.39
607-GTS-GR-246AP	Government Transparency Package	1	\$7,395.54

607-GEA-GR-246EAS	Encoding Appliance Software		\$1,766.44
607-SDI-GR-246SP	SDI 720p Streaming Upgrade		\$1,324.83
To	otal Annual Fees for Software Subscription (Ye	ar 5):	\$44,654.74
Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5	1	\$3,199.06
607-LEG-GR-246OP	Legistar Open Platform Package Annual		\$19,770.14
	Subscription		
607-BNC-GR-246A	Boards and Commissions	1	\$13,590.49
607-GTS-GR-246AP	Government Transparency Package	1	\$7,913.23
607-GEA-GR-246EAS Encoding Appliance Software		1	\$1,890.09
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,417.57
Total Annual Fees for Software Subscription (Year 6): \$47,780.58			

Part No	Description	Qty	Price
607-LEG-GR-246OP	Legistar Open Platform Package Upgrade to L5		\$3,261.43
607-LEG-GR-246OP	246OP Legistar Open Platform Package Annual Subscription		\$20,155.58
607-BNC-GR-246A	Boards and Commissions	1	\$13,855.45
607-GTS-GR-246AP Government Transparency Package		1	\$8,067.51
607-GEA-GR-246EAS	Encoding Appliance Software	1	\$1,926.94
607-SDI-GR-246SP	SDI 720p Streaming Upgrade	1	\$1,445.21
Total Annual Fees for Software Subscription (Year 7): \$48,712.12			

Seven (7) Year Total Not to Exceed Amount: \$258,355.61

Exhibit "B" **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract. if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or sonin-law.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal
- "Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.
- "Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

Polation to Broom	nactiva Cantracta	·		
	pective Contractor			
Name of Applicat	ole Public Official	:	Governor	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of	Contribution(s):	Purpose of Contribution(s)
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Signature Title (position)		Date —	-OR—	
			FAL OVER TWO HUN a family member or rep	DRED FIFTY DOLLARS (\$250) presentative.
Eristina Smith		6/25/2	021	
Signature Contracts Dire	ector			Date
Title (position)		·		

Exhibit "C" Los Alamos County Technology Standards Requirements On-Premise, Hybrid or Cloud/Hosted Solution Solicitations

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller hence forth called Operator, for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents will be responsible for providing documentation that they meet the requirement in respect to the solution that they are responding with. On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then all requirements apply as applicable to the response.

Server Operating system (OS) (On- Premise)	Microsoft (MS) Windows Server 2016, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level.
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by Information Technology Division (ITD) for acceptance. Proposals shall include required hardware and licensing of VMware, operating system and proposed application-based requirements. Application with a proven Virtual installation template is preferred.
	Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County ITD) with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).
Network	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.
Remote Network Access	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy.
LAC Staff Accounts	Software shall function for end users with standard user privileges; user cannot install software and shall not have administrative rights.

Desk Hardware	Preferred: Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging Physical unit minimum hardware requirements consist of: Intel core i5
	based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	Internal County Network: Google Chrome, at its latest version, is the default, Internet Explorer 11 or Chrome compatible will be considered on a business case basis. New Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java. Public Application/Web Access: Applications that will be accessed by devices external to the County network shall meet the Internal County Network criteria and as well as be compatible with current versions of Internet Explorer, Safari, Opera, Chrome and Firefox browsers as well as mobile devices (inclusive of smart phones, iPad, and other Internet enabled devices).
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft. • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. Hosted solutions shall be compliant with or provide a method to provide the
Internet: Collaboration and Web Publishing	County with database exports in the MS-SQL Server format. Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.

	Los Alamas Caunty upon Migrosoft 0265 Office Suite at its most recent		
Productivity Software	Los Alamos County uses Microsoft O365 Office Suite at its most recent version and service pack. Operator software using the Office suite must maintained to run on supported platform service levels as defined by		
	Microsoft.		
Email	Microsoft O365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted		
	by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the O365 product.		
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web		
	services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.		
	Shall conform to Los Alexand Const. M. Lil. D. II. W4040 A4 Lil.		
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.		
Security	Intranet devices must be capable of multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.		
	Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).		
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310		
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.		
Hosted\Cloud Based Services	Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunities available through Cloud Service Providers (CSP). Responses for Cloud based solutions shall provide information on		
	the following areas of concern:		
	 CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, laaS or a combination of the 		
	classification types? Is the solution hosted, owned and operated,		
	by CSP or is the solution a partnership of several CSPs including		
	infrastructure partners? If so, where is the hosting facility(s)		
	physically located?		
	CSP processes involving:		
	 Physical infrastructure: including locations, internet 		
	connectivity and disaster recovery methodologies. CSP data centers shall be located within the United States.		

- Hybrid Connectivity: Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.
- Data: Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data.
- Customer/User Security: Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County?
- CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss:
 - The County shall requirement CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee.
 - Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.
- CSP using a database as part of their solution shall be responsible for providing the County with a database export (see database requirement) a minimum of 1 time per year. The County may at additional expense request multiple Database exports. Costs and request requirements for multiple exports shall be part of CSP proposal for service.

Exhibit "D" Help Desk Services and Availability

Contractor shall provide complete help desk support for County users, administrators and customers. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am - 10:00 pm ET (9:30 am - 5:00 pm Europe)

Emergency Support is available 24/7 Please submit support requests via:

- Portal: support.granicus.com
- Email: support@granicus.com
- Phone: 1-800-314-0147 USA, 0800 032 7764 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Contractor response to County support and service requests will be based on the following four (4) Severity Levels:

Severity	Description	Examples	Initial Customer
Level		-	Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	Site operational but govMeetings modular functionality is non- operational	Within four (4) hours of notification by the customer of occurrence
Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an	govMeetings system files won't upload, or text not rendering	Within one (1) business day of notification by the customer of occurrence

	acceptable workaround is available – does not impact the basic usability of the product		
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	Programmatic change to backend or front- end to improve efficiency Distribution of all patches and upgrades	Within three (3) business days of notification of customer of occurrence

Resolution time will be based on the service or support request and regular follow-ups will be communicated with County on final resolution. Contractor shall use commercially reasonable efforts to resolve errors affecting non-essential components, or errors that can be reasonably circumvented but errors that require debugging of programming code may need to be corrected during the next regular update cycle.

AVAILABILITY

Availability is defined as the ability of users to access the services via the internet. Contractor represents an up-time guarantee of 99% per calendar quarter for its Services. Notifications of any system-wide outages will occur within one hour from the time the issues are first recognized by Contractor.

Downtime is defined as any time that the Services are unavailable.

A **Site Outage** is defined as continuous Downtime, as determined through URL monitoring (HTTP). Downtime reporting is limited to a Site Outage. Site Outage monitoring is conducted by Contractor utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per calendar quarter.

A Site Outage does not include Downtime that falls into one or several of the exclusions below:

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Contractor's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances

Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime

SCHEDULED MAINTENANCE

govMeetings. Scheduled maintenance will take place between 11:00 pm - 4:00 am ET on Fridays. Contractor will provide County with at least two (2) days' notice priorto any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, County will be provided as much advance notice as possible. Contractor will clearly post that the site is down for maintenance and the expected duration of the maintenance.

All Solutions. Notifications will be posted on_status.granicusops.com. Email notifications for these products can be subscribed to from that page.

HARDWARE REPLACMENT

For hardware issues requiring replacement (where applicable), Contractor shall respond to the request made by County within one (1) business day. Hardware service repair or replacement will occur within four (4) business days of the request by County, not including the time it takes for the part to ship and travel to County. County shall grant Contractor or its representatives' access to the equipment for the purpose of repair or replacement at reasonable times. Contractor will keep County informed regarding the time frame and progress of the repairs or replacements.