



AGR23-47



LOS ALAMOS

**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" or "Customer"), and **Sherpa Government Solutions LLC**, a Colorado limited liability company authorized to do business in New Mexico ("Contractor" or "Bonfire"), collectively (the "Parties"), to be effective for all purposes November 13, 2024, ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 23-47 ("RFP") on March 30, 2023, requesting proposals for Electronic Bidding, Sourcing, and Contracting Software, as described in the RFP; and

WHEREAS, Contractor, through its Canadian legal entity GTY Software Inc. dba Bonfire Interactive Ltd., timely responded to the RFP by submitting a response dated May 4, 2023 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, GTY Software Inc. dba Bonfire Interactive Ltd. and Sherpa Government Solutions LLC are under common ownership and control and operate under the "Euna" brand whereby each legal entity is authorized to sell Bonfire products; and

WHEREAS, the County Council approved this Agreement at a public meeting held on November 12, 2024; and

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

NOW, THEREFORE, 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. Where a definition is not defined, the standard meaning applies:

1. "**Accessibility**" means that websites, tools and technologies are designed and developed to be accessible to Visitors with disabilities.
2. "**AD**" means Active Directory retrieved from Tyler Munis.
3. "**Administrator**" means a member of County staff with the highest level of Software permissions and decision and approval authority as it relates to the Software who may also

be assigned to work directly with Contractor for the upkeep and configuration of the County's instance of the Software.

4. "API" means Application Programming Interfaces.
5. "App" means an application downloaded by an Authorized User to a computer or mobile device.
6. "Authorized Users" means County and its agents, employees, contractors, suppliers, members, and agents.
 - 6.1. "County Users" means County, its employees, and agents.
 - 6.2. "Non-County Users" means County's contractors, suppliers, and members.
7. "AWS" means Amazon Web Services, Inc., a subsidiary of Amazon that provides on-demand cloud computing platforms and APIs to individuals, companies, and governments, on a metered, pay-as-you-go basis.
8. "Bonfire Champions" means County staff identified by the Project Team who will serve in a train-the-trainer capacity and who will become experts in the use of the Software at their respective departments.
9. "Bonfire IP" means the Software, and all intellectual property rights therein, including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Software, and all modifications, changes, enhancements, or additions thereto whether initiated by the County or otherwise, and all intellectual property rights relating to the provision of Support in respect of the Software.
10. "County Data" means any data, information or other materials of any nature recorded in any form whatsoever, disclosed or provided to Contractor by the County and by County Users in the course of using the Software, including all information generated by County Users' use of the Software.
11. "CSM" means Customer Success Manager assigned to County, throughout the Term of this agreement.
12. "CSV" means Comma-Separated Values file.
13. "Defect" means any element of the Software deemed unacceptable by County upon testing.
14. "Deliverable" means all documents, work product and other materials that are delivered to County under this Agreement or prepared by or on behalf of the Contractor in the course of performing the Services or providing the Software.
15. "Documentation" means any online or written documentation related to the use or functionality of the Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
16. "Downtime" means a period of time during which the Software is unavailable to Authorized Users due to maintenance.

17. *“Electronic Communications”* means any transfer of signs, signals, text, images, videos, sounds, data or intelligence of any nature transmitted in whole or in part electronically.
18. *“ERP”* means Enterprise Resource System.
19. *“Go Live”* means Software is fully configured, implemented and functioning properly; Software becomes operational and available to the Public; and County provides to Contractor written approval that all County-identified Software issues have been corrected, Implementation Tasks 1 – 11 are completed to the County’s satisfaction, at least two procurement projects have been fully launched, and Contractor’s final assessment is complete.
20. *“Hosted”* means a website or other data that is stored on a server or other computer so that it can be accessed over the internet.
21. *“html5”* means a markup language used for structuring and presenting Content on the World Wide Web referring to external material format that County may use.
22. *“IFB”* means Invitation for Bids.
23. *“IM”* means County’s Information Management department.
24. *“IP”* means Internet Protocol.
25. *“IT”* means Information Technology.
26. *“License”* means a non-transferable, non-exclusive, non-sub-licensable right and license for County and County Users to access and use the Software solely for County’s governmental purposes throughout the term.
27. *“Los Alamos County Technology Standards”* means the currently supported versions of County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit D.
28. *“MSSQL”* means Microsoft SQL Server.
29. *“PDF”* means Portable Document Format.
30. *“Personal Information”* means any information that Contractor collects, receives, or obtains, from or on behalf of County or any of its Authorized Users that identifies a specific individual or by or from which a specific individual may be identified, such as the individual’s name, address, or social security number, and any other information relating to an identified or identifiable individual. Personal Information includes the information of or pertaining to County’s personnel, directors, officers, agents, providers, contractors, investors, or customers.
31. *“Portal”* means the County’s instance of the Software which collects information from different Authorized User sources and displays them in the various Authorized User interfaces available through the Software.

32. *“Project”* means all implementation services, meetings, training, set-up, configuration, and testing, and issue resolution required to complete a successful launch, to the County’s satisfaction, of County’s instance of the Software, as described herein.
33. *“RFP”* means Request for Proposals.
34. *“RFQ”* means Request for Qualifications
35. *“RFQuotes”* means Request for Quotes.
36. *“SaaS”* means Software as a Service.
37. *“SAML”* means Security Assertion Markup Language.
38. *“Service”* means the collective term used for Contractor's Software, Support, and all other Project implementation services provided, as described herein.
39. *“SLA”* means Service Level Agreement.
40. *“SOC 2 Type II Compliance”* means a report generated as a result of a third-party audit that focuses on the American Institute of Certified Public Accountants Trust Service Criteria, which examines a service provider’s internal controls and systems related to security, availability, process integrity, confidentiality, and privacy of data.
41. *“Software”* refers to Contractor’s SaaS, proprietary cloud-based, Hosted platform services, also sometimes referred to herein as “system” or in Exhibits as “Bonfire,” and any related interfaces, and product upgrades, as set forth herein and licensed by Contractor to County through this Agreement.
42. *“SSO”* means Single Sign On.
43. *“Support”* means general maintenance services and technical support in respect of the Software provided by Contractor throughout the Term of this Agreement.
44. *“Suspended Account”* means that all attempts to create new projects in Software will be blocked and all Support will cease until County makes a full payment of undisputed invoiced amounts as further described in Section I(3).
45. *“Tyler Munis”* means County’s current ERP.
46. *“URL”* means Uniform Resource Locator, which is the address of a webpage.
47. *“Virtual”* means a real-time interaction that takes place over the internet using integrated audio and video, chat tools, and application sharing.
48. *“WCAG”* means Web Content Accessibility Guidelines 2, which were developed through the W3C process in cooperation with individuals and organizations around the world, with a goal of providing a single shared standard for web content accessibility that meets the needs of individuals, organizations, and governments internationally.

SECTION B. EXHIBITS: The following Exhibits listed here relate to the Services described herein, are referenced throughout, and are attached hereto and made a part hereof for all purposes. In the event there is any conflict or ambiguity between a provision in this Agreement and any of the exhibits hereto, this Agreement shall govern.

1. Exhibit A – Compensation Rate Schedule
2. Exhibit B – Project Schedule
3. Exhibit C – Software Functional Specifications
4. Exhibit D – County Technology Standards
5. Exhibit E – Confidential Information Disclosure Statement
6. Exhibit F – Service Level Agreement
7. Exhibit G – Sample Amendment Template
8. Exhibit H – Contractor’s Security Bundle

SECTION C. SERVICES:

1. Software License, Functionality, and Users.

1.1. **License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County, a non-transferable, non-exclusive, non-sub-licensable right and License to: (i) run and use Contractor’s Software solely for County’s governmental purposes for the Term of this Agreement; and (ii) use the Documentation in connection with such use of the Software. The Software shall be made available on-line at bonfirehub.com or bonfirehub.ca, or such other URL as Contractor may designate from time to time from a third party hosted facility, located in the United States, and other systems used by Contractor to host the Software in the United States.

1.2. **Functionality.** Contractor may amend, enhance or modify the Software from time to time provided Contractor guarantees that the Software shall substantially conform to the functional descriptions and technical specifications set forth in Exhibit C and Exhibit D or their functional equivalent, for the Term of this Agreement. Software also includes, but is not limited to, the following modules, apps, and features offered by Contractor, which are included in the Annual Base License Fees outlined in Exhibit A Table 1:

- 1.2.1. Bonfire eSourcing
- 1.2.2. Bonfire Contract Management
- 1.2.3. Bonfire Intake
- 1.2.4. Bonfire Solicitation Builder
- 1.2.5. Public Opportunity Portal
- 1.2.6. Project Management and Evaluation
- 1.2.7. Contract Lifecycle Management
- 1.2.8. Vendor Record Management
- 1.2.9. Vendor Performance Management
- 1.2.10. Insights and Analytics
- 1.2.11. User Management
- 1.2.12. Community
- 1.2.13. Development

1.3. **Users.** Contractor provides a License to the County for an unlimited number of Authorized Users and Software Administrators for the Term of this Agreement and

will be assigned by County to remotely access and use the Software and, unless prohibited by law, will provide access to any person designated by County. Authorized Users shall access the Software by means of a specific account using individual User login names and passwords provided by Contractor. Contractor shall enable the Software and shall initially provide passwords to County Users pursuant to the Project Schedule and Plan as described herein. Authorized Users are responsible for the confidentiality and use of their passwords and accounts and in no event shall Contractor be liable for any loss of information of Authorized Users or other claims arising from unauthorized access to the Software as a result of the failure by Authorized Users to protect the confidentiality of their passwords and accounts. Contractor is also responsible for the confidentiality of the passwords and accounts provided to Authorized Users and shall in all events be liable and indemnify County for any breach of this provision. In addition to all other requirements stated herein, Software shall conform to the following:

- 1.3.1. Software shall keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms, such as standard SAML 2.0.
 - 1.3.2. Software Administrators and Users shall have the ability to access the Software through individual User accounts. Contractor shall initially establish County System roles and rights, including Software Administrator accounts and permission levels during implementation. Software Administrators shall then have the ability to assign accounts and permission levels to other Software Administrators and Users. Contractor shall support SSO integration and in coordination with County shall ensure County staff user accounts sync between the Software and County's Microsoft Azure Active Directory.
2. **Use.** The License and Support is granted exclusively for County's governmental purposes and County is solely and exclusively responsible:
- 2.1. For the collection, accuracy, currency, quality, legality, completeness and use of County Data stored in the Software or disclosed by County in connection with the Software.
 - 2.2. For the content of communications from the County, including without limitation, Electronic Communications while using the Software.
 - 2.3. To ensure that County Users shall not use the Software to communicate, by way of Electronic Communication or otherwise, any message or material that (1) is libelous, harmful to minors, obscene or constitutes pornography; (2) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (3) would otherwise give rise to any breach of confidentiality or privacy laws, or any civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation;
 - 2.4. To ensure that the use of the Software by County is limited to the rights outlined herein; and the County shall not intentionally permit County Users, directly or indirectly, to do any of the following acts:

- 2.4.1. Reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software;
- 2.4.2. Modify, translate, or create derivative works from the Software;
- 2.4.3. Rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Software;
- 2.4.4. Publish or disclose to third parties any evaluation of the Software without Contractor's prior written consent;
- 2.4.5. Violate any local, state, provincial, federal or foreign law, treaty, regulation or convention applicable to the County in connection with County's use of the Software;
- 2.4.6. Access data or log into a server or account in the Software that the County is not authorized to access, or access or tamper with other customer accounts of Contractor;
- 2.4.7. Willfully tamper with the security of, or probe, scan or test the vulnerability of, any part of the Software, or render any part of the Software unusable;
- 2.4.8. Sharing of County accounts with multiple individuals to circumvent agreed-upon License allocation.

3. Support and Maintenance.

3.1. **Technical Support.** Contractor shall provide technical support for all Authorized Users and anyone interacting with the Software, including purchasers, evaluators, and vendors. Support methods include, but are not limited to, toll-free telephone support and email during Business Days as described below, website articles, videos, and live chat. Contractor shall follow its policies and processes for customer support as outlined in Exhibit H.

- 3.1.1. Business Days are defined as Monday – Friday 7:00 a.m. – 7:00 p.m. Central Standard Time.
- 3.1.2. Business Days do not include the following:
 - 3.1.2.1. New Year's Day (January 1)
 - 3.1.2.2. President's Day (Third Monday in February)
 - 3.1.2.3. Good Friday (Friday before Easter Sunday)
 - 3.1.2.4. Labor Day (First Monday in September)
 - 3.1.2.5. Indigenous People's Day (Second Monday in October)
 - 3.1.2.6. Christmas Day (December 25)

3.2. Software Maintenance, Upgrades, and Downtime.

- 3.2.1. Contractor regularly releases updates to its Software that may include but are not limited to new features, improvements to current features, and Software maintenance and upgrades. Contractor shall facilitate all Software upgrades, and no County support or installation shall be required. Contractor shall provide all maintenance and upgrades at no additional cost to County. Upgrades shall be pushed automatically to County based on the specific features purchased by County. Certain upgrades may contain opt-in features, which shall require County to inform Contractor of County's intent to use the new functionality.
- 3.2.2. County acknowledges that the Support will not be available during Software maintenance periods for purposes of upgrades and maintenance to the Software. Downtime for such Software maintenance periods shall only

occur between the hours of 11:00 p.m. and 6:00 a.m. Eastern Standard Time unless there is a defect that renders the Software unavailable, in which case, Contractor shall take steps to correct such deficiency immediately. Otherwise, Contractor shall make reasonable efforts to announce the scheduled Downtime via e-mail to the County's designated e-mail address and pursuant with Exhibit H. Contractor shall implement scheduled upgrades at 2:00 a.m. on Saturday evenings to ensure County and Authorized Users are not affected. Contractor shall provide release notes and unlimited training if required and requested by County at no additional cost to County following any Software upgrades or releases.

- 3.3. **Support Limitations.** Support does not include services required as a result of (i) Authorized User misuse, improper use, alteration, or damage of the Software; (ii) any problem caused by modifications in any version of the Software not made or authorized by Contractor; or (iii) any problem resulting from the County unilaterally combining or merging the Software with any hardware or software not supplied by Contractor, or not identified by Contractor as compatible with the Software. Optional additional services which may be provided by Contractor at the request of the County are as outlined in Section C(6) and are not subject to the support limitations noted in this paragraph 3.3.
- 3.4. **Assignment of Dedicated CSM.** Contractor shall assign to County a dedicated CSM whose services shall include, but are not limited to, facilitating training, offering best practices on new projects, providing continuous learning, and facilitating any technical support questions. Contractor shall, within ten (10) business days of any changes, notify County of its new CSM and provide all necessary contact information.
4. **Service Level Agreement.** Contractor shall provide the Software at a service level described in Exhibit F.
5. **Training.** Upon County request, Contractor shall provide, throughout the term of this Agreement, ongoing unlimited training and support to all Authorized Users, including but not limited to the training described in Section C(8.2).
6. **Additional or Optional Services or Functionality.** Contractor may continually develop, alter, deliver, and provide to the County ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Upon County request, and at County's sole discretion, Contractor shall provide additional and optional Services as described below in accordance with the fees and rates specified in Exhibit A. Additional and optional Services shall be authorized via Amendment to this Agreement pursuant to Section AL and Parties agree to follow the Process to Request Optional Service of Functionality outlined in Exhibit A Table 4, or an agreed-upon similar process.
- 6.1. At no additional cost to the County, Contractor, throughout the term of this Agreement, may offer future additional features, and services not specifically named herein, and may provide such free services upon prior written County approval.
- 6.2. Contractor, throughout the term of this Agreement, may offer, for a fee, future additional optional features, functionality, and services not specifically named herein to enhance or improve County's electronic bidding, sourcing, and contracting processes through the Software. Upon County's request and at County's sole

discretion and approval, Contractor shall, throughout the Term of this Agreement provide such additional optional functionality and enhancements for a fee at the rates described in Exhibit A.

- 6.3. If County institutes changes to County systems with which the Software integrates, and County determines, at County's sole discretion, that Contractor's professional services are needed to assist with new integration, Contractor shall, upon County written request, work with County to determine if integration is possible with changed or new County system, and if so, shall provide implementation services to County to ensure proper integration between County's changed or new system and the Software. Contractor shall provide to County any data, information, and technical support County requests prior to implementation of such changes to ensure proper integration. Such services shall be provided at the hourly rates for Professional Services specified in Exhibit A.
- 6.4. If County, at any time throughout the term of this Agreement, implements a new ERP, and determines, at County's sole discretion, that Contractor's professional services are needed to assist with integration between County's new ERP and the Software, Contractor shall, upon County written request, work with County to determine if integration is possible with the new ERP, and if so, shall provide its services to County to ensure County's data can be synchronized between County's new ERP and the Software. Contractor shall provide to County any data, information, and technical support County requests prior to selection of a new ERP to ensure integration is possible. All such services shall be provided to County at the rates specified in Exhibit A.
- 6.5. Contractor shall, upon County request, at County's sole discretion, and on a per-project basis, provide other optional and professional services, in an amount not to exceed the hourly rates specified in Exhibit A. Upon mutual agreement of a project quote, a member of Contractor's team shall meet with County on a regular basis, as determined by Parties, outside of the typical Support Services described herein.

7. Project Initiation Meeting.

- 7.1. Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule a Project Initiation Meeting with the County's Project Manager or designee ("Project Manager") and designated County staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. The estimated Project Initiation Meeting is approximately one and one-half (1.5) hours, which may be extended upon mutual agreement of Parties. Contractor shall provide any deliverables to be prepared in advance, and a proposed agenda with any additional topics to be addressed during the Project Initiation Meeting. As part of the Project Initiation Meeting, the Parties shall, at a minimum:
 - 7.1.1. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Project Plan and Schedule, described herein in Section C(8) and in Exhibit B.
 - 7.1.2. Review the scope of work and identify any Project issues to be addressed in the course of the Project, including the County organizational structure.

- 7.1.3. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring online in a Virtual format. Develop requirements for periodic status reporting and evaluation.
 - 7.1.4. Identify document format and data transfer methods between Contractor and Project Team related to the performance of this Agreement.
 - 7.1.5. Introduce Contractor and Project Team members and discuss their roles.
 - 7.1.6. Identify a representative who will act as the main point of contact for both Parties.
 - 7.1.7. Clarify the County's intentions and goals for County's use of the Software.
 - 7.1.8. Discuss scheduling with County's IM department to configure integrations with County systems, including but not limited to SSO, and if requested by County, DocuSign.
 - 7.1.9. Discuss County's timelines for the launch of the first procurement projects after successful implementation completion.
 - 7.1.10. Identify the County individuals who will be using the Software and discuss user permissions.
 - 7.1.11. Identify County's organizational department structure.
 - 7.1.12. Review the Software's functionality and feature options.
 - 7.1.13. Discuss vendor-facing set up.
- 7.2. Contractor shall provide detailed and complete written Documentation of the Project Initiation Meeting and a written Project Plan and Schedule to County within ten (10) business days of the Project Initiation Meeting. The Project Plan and Schedule shall be subject to County Project Manager review and approval and Project Implementation shall commence only after County approval of the Project Plan and Schedule. The Project Plan and Schedule may be adjusted throughout Project implementation upon written approval of the County Project Manager and mutual written agreement of both Parties, which may be provided by via memorandum, electronic mail, or some other mutually agreed-upon method. If the Project Plan and Schedule is modified by Parties, Contractor shall provide to County Project Manager an updated Project Plan and Schedule reflecting the agreed-upon changes within five (5) business days of the mutual written agreement of changes.
- 7.3. Project Initiation Meeting Contractor Deliverable(s):
- 7.3.1. Meeting agenda and written documentation of the meeting.
 - 7.3.2. Final Project Plan and Schedule with dates of implementation tasks and milestones.

- 7.4. Project Initiation Meeting County Deliverable(s): Review and approve a Final Project Plan and Schedule.
8. **Project Implementation and Training.** Contractor shall commence implementation and associated training on a mutually acceptable date as identified on the approved Project Plan and Schedule, promptly following the Project Initiation Meeting. All implementation and training shall be conducted remotely off-site. Contractor shall complete implementation and training pursuant to the Project Schedule and Plan approved by the Parties with a successful Go Live and implementation, excluding Software Reliability Testing and Acceptance, to occur no later than ninety-one (91) calendar days after the Effective Date of this Agreement, unless extended by County in writing. Software Reliability Testing and Acceptance shall occur pursuant to Section C(8.3.3.4). Contractor shall provide County, at a minimum, the following implementation Services, fees for which shall be charged in accordance with Exhibit A:

8.1. **Phase 1 General Account Setup**

8.1.1. **Task 1 - Finalize Feature Set, Custom Language, Vendor Fields, and Custom Fields**

- 8.1.1.1. Contractor shall provide the Project Team with a feature set document that shows all the features available in the Software. County shall identify the features that are applicable to its procurement processes and included in this Agreement and return to Contractor the feature set document to Contractor which identifies the features requested by County. Contractor shall, upon County request, and at no additional cost, schedule an one (1)-hour meeting to clarify any County questions about Software features.
- 8.1.1.2. Upon Contractor's request, County shall provide any applicable standard language that should be applied to the Portal, including but not limited to Conflict of Interest, Non-Disclosure Agreements, Award Notice, and other similar standard language.
- 8.1.1.3. Upon Contractor's request, County shall provide a sample of the County's vendor information form, which Contractor shall use to set up vendor facing registration fields in the Portal.
- 8.1.1.4. Upon Contractor's request, County shall provide any custom fields to be configured during Task 3 described herein.
- 8.1.1.5. Task 1 Contractor Deliverable(s): Provide to County the feature set document.
- 8.1.1.6. Task 1 County Deliverable(s):

- 8.1.1.6.1. Review Contractor’s feature set document and identify the features to be implemented, in accordance with the terms of this Agreement.
- 8.1.1.6.2. Provide to Contractor any applicable standard language and custom contract fields and types that should be applied to the portal.
- 8.1.1.6.3. Provide to Contractor a sample vendor information form.

8.1.2. Task 2 – Customize Vendor Registration Page

- 8.1.2.1. Contractor shall review County’s vendor registration information and documents and recommend to County any suggestions to improve the vendor registration process.
- 8.1.2.2. Contractor shall apply the vendor registration features identified in the feature set document to the County’s Portal. This step is estimated to take no more than two (2) hours.
- 8.1.2.3. Project Team shall test the vendor registration page to ensure that the setup is accurately capturing the required vendor information. This step is estimated to take no more than one (1) hour.
- 8.1.2.4. Task 2 Contractor Deliverable(s): A fully configured vendor registration page.

8.1.3. Task 3 – Customize Account with County-Identified Feature Set and Custom Language

- 8.1.3.1. Contractor shall, based on previous County-provided information and the feature set document, apply the identified feature set to the Portal, along with any standard language and custom fields provided during Task 1. This step is estimated to take no more than one (1) hour.
- 8.1.3.2. County Project Team shall review the applied features and standard language to ensure accuracy. Contractor shall correct any discrepancies identified by County prior to successful completion of this task.
- 8.1.3.3. Contractor shall work with IM staff to set up and configure SSO to integrate with County’s Microsoft AD.
- 8.1.3.4. Task 3 Contractor Deliverable(s): Successful application of all identified features from the feature set document and standard language, approved by County.

8.1.4. Task 4 – User Invitations and General Account Setup

- 8.1.4.1. Contractor shall provide to County a document describing different User roles available in the Software and their associated permissions.
- 8.1.4.2. Contractor shall create the appropriate department structure based on information provided by County during the Project Initiation Meeting and shall send invitations to County-identified individuals, with User roles and permissions defined by County based on the documentation provided by Contractor. Users receiving the invitations will be asked to create their User account. This step is estimated to take no more than (1) hour for creating the structure and sending invitations and no more than fifteen (15) minutes for Users to create their accounts.
- 8.1.4.3. Task 4 Contractor Deliverable(s):
 - 8.1.4.3.1. Provision of a document describing user roles and their associated permissions.
 - 8.1.4.3.2. User account setup invitations sent to all County-identified Users.
- 8.1.4.4. Task 4 County Deliverable(s): Provision of a list of County-identified users and the role and Software permissions level for each.

8.1.5. Task 5 – Pre-Training Meeting

- 8.1.5.1. Prior to beginning Phase 2, Contractor shall schedule a one (1) hour virtual pre-training meeting with the Project Team to, at a date, time, location, and virtual format to be determined by Parties, pursuant to the Project Schedule and Plan.
- 8.1.5.2. Contractor shall provide to the Project Team a General Account Setup Summary Document outlining the status of all tasks and deliverables for Tasks 1-4 to-date.
- 8.1.5.3. Contractor shall, for any outstanding tasks and deliverables for Tasks 1-4 identified in the General Account Setup Summary Document, propose new completion dates and a proposed revised Project Schedule and Plan, pursuant to Section C(7.2).
- 8.1.5.4. County shall review and sign off on any tasks identified in the General Account Setup Summary Document that have been successfully completed to the Project Manager’s satisfaction. For those tasks not successfully completed to the Project Manager’s satisfaction, Parties may upon mutual

written agreement, pursuant to Section C(7.2), adjust the Project Plan and Schedule to complete outstanding tasks.

8.1.5.5. Task 5 Contractor Deliverable(s):

8.1.5.5.1. General Account Setup Summary Document.

8.1.5.5.2. Proposed Revised Project Schedule and Plan

8.1.5.6. Task 5 County Deliverable(s): Sign-off on tasks successfully completed to Project Manager's satisfaction.

8.2. **Phase 2 Training Plan.** Contractor's training shall cover each module County has purchased. Training shall be conducted on a sample set of projects that reflect actual procurement scenarios, which County shall provide to Contractor to be used during training to tailor sessions to the County's needs. During Phase 2, County shall have the ability to start setting up draft procurement projects to receive hands-on experience for specific procurement projects. Training shall be conducted remotely at dates, times, and through a virtual format agreed upon by both Parties. There is no maximum number of attendees allowed per training and County shall be solely responsible for identifying trainees to attend each session. At County's request, all training sessions shall be recorded and provided to County. Advance Module Training sessions build on the concepts covered during the General Training Session and shall be broken into three separate training sessions as described in Tasks 7 – 9.

8.2.1. **Task 6 General Training Session – Estimated Time 1.5 – 2 Hours.** This training session shall cover procurement project (e.g., solicitation) creation, evaluation workflow, and project reporting. County shall provide documentation for a past or future RFP that can be used for training purposes. The trainer will provide a thorough overview of project templates, project drafts, and common workflows such as issuing addenda and managing supplier questions and answers. By the end of the training session, attendees will be able to create and manage a typical procurement project and run a complete evaluation through to award.

8.2.2. **Task 7 Advanced Module Training – Bid Tables Training Session – Estimated Time 1 Hour.** This training session shall cover the creation of BidTables, the vendor experience when responding to a BidTable, and the workflow used to evaluate pricing on a BidTable. County shall provide documentation for a project that involves a pricing sheet or multi-line-item bid that can be used for training purposes. By the end of this session, attendees will be able to set up projects that collect complex pricing information or multi-line-item bids from vendors and easily compare all submitted prices using a structured process.

8.2.3. **Task 8 Advanced Module Training - Questionnaires Training Session – Estimated Time 1 Hour.** This session shall cover the creation of Questionnaires, the vendor experience when responding to a

Questionnaire, and the workflow used to evaluate the vendors' responses to the Questionnaire. County shall provide a sample RFQ or RFP that requires vendors to respond to line-by-line requirements. By the end of this session, attendees will be able to set up complex solicitations that capture vendor responses to line-by-line requirements, such as responses to IT technical requirements.

- 8.2.4. **Task 9 Advanced Module Training – Multi-Category Projects Training Session – Estimated Time 1 Hour.** This training session will introduce the concept of Multi-Category, Multi-Award projects in the Software. The session will cover the definition of multiple categories, the setup of categories and category items, and strategies to manage the evaluation process on projects of this complexity. County shall provide documentation for a procurement project involving multiple categories or decisions. By the end of this session, attendees will be able to recognize when to use a multi-category project, set up the appropriate categories, and run a multi-category evaluation process.
- 8.2.5. **Future Additional Optional Training.** Upon County request, Contractor shall provide any of the trainings described herein at no additional cost to County. For customized training, as requested by County, Contractor shall work with County to provide such customized training at the hourly rates outlined in Exhibit A.
- 8.2.6. **Bonfire Academy and Knowledge Base.** Contractor shall, throughout the term of this Agreement and at no additional charge to County, provide to County an interactive eLearning course (i.e., Bonfire Academy) and a searchable support guide (i.e., Bonfire Knowledge Base). Bonfire Academy shall employ interactive guided walkthroughs and quizzes to help Users become more knowledgeable and comfortable with the Software. Bonfire Knowledgebase is a searchable library of videos, articles, screenshots and walkthroughs of the Software. Both shall be accessible within the Software and the Software shall suggest articles depending on the County User's current task. All County Users shall have access to Bonfire Academy. All Authorized Users and vendors shall have access to the Bonfire Knowledgebase.
- 8.3. **Phase 3 Ramp-Up.** After training is complete, County shall identify one to three (1-3) procurement projects to enter into the Portal and test. County shall assign Bonfire Champions to participate in this phase.
- 8.3.1. **Task 10 Review Procurement Solicitation Templates.**
- 8.3.1.1. Contractor shall schedule a one (1) hour virtual meeting with the Project Manager and any other County-identified Project Team Members and Bonfire Champions, at a date, time and through a format to be determined by both Parties to review current procurement solicitation templates and identify areas that need to be adjusted to accommodate the electronic listing and submission process.

8.3.1.2. Task 10 Contractor Deliverable(s): Provide a sample submission instructions document.

8.3.1.3. Task 10 County Deliverable(s): Provide a typical procurement solicitation template used by the County.

8.3.2. Task 11 Review First Project Setup.

8.3.2.1. After the procurement solicitation templates are reviewed in Task 10 and the first procurement project is selected, the County-assigned Procurement Division employee shall set up the procurement project in the Portal. After the Procurement Division employee has completed as much of this step as possible, Contractor shall schedule and lead a one (1) hour virtual training session with the Procurement Division employee, and any other attendees identified by the County, to review the procurement project set up to ensure accuracy. This training session shall be held at a date, time, and in a virtual format agreed upon by both Parties. Contractor shall, at no additional charge to County repeat this process for as many departments as County deems necessary should County desire to have multiple departments participate in this task.

8.3.2.2. After the first procurement project launch is complete, Contractor shall repeat this process upon County request, as many times as County deems necessary until all County-identified Procurement Division employees have created their own procurement projects in the Portal and County confirms it no longer require Contractor's assistance to enter procurement projects.

8.3.2.3. Task 11 Contractor Deliverable(s): A minimum of one (1) hour procurement project set up review meeting.

8.3.3. Task 12 Implementation Review.

8.3.3.1. County may, at County's sole discretion, continue to set up additional procurement projects in the Portal. After at least two (2) procurement projects have been fully launched, Contractor shall schedule and lead a one (1) hour implementation review meeting with the Project Manager, and County-identified attendees, to review implementation progress and lessons learned prior to full Go Live.

8.3.3.2. **Go Live.** Contractor shall perform a final assessment of the procurement project setup as described in Task 11 and make written recommendations for improvements. County and Contractor, in coordination, shall make any additional recommended improvements deemed necessary by County. County shall be solely responsible for setting up access to the

public facing Portal on County's website and for determining when to grant access to the public and when to notify the public and vendors of its availability. Pursuant to the approved Project Schedule and Plan, Go Live shall be completed when the Software is fully configured, implemented, and functioning properly; Software becomes operational and available to the Public; and upon County written approval that all County-identified Software issues have been corrected, Implementation Tasks 1 – 11 are completed to the County's satisfaction, and at least two (2) procurement projects have been fully launched, and the final assessment is complete.

8.3.3.3. After Go Live, Contractor shall provide to County a written Implementation Summary Document summarizing Project metrics, milestones reached, lessons learned, and any vendor feedback provided from the procurement projects that County ran during Task 11.

8.3.3.4. **Software Reliability Testing and Acceptance.** After Go Live, Contractor shall continue to monitor County's account to ensure proper functionality and set up in the live production environment of the Software and shall continue to provide support and correct any identified issues during this time, at no additional cost to County, until all County-identified Procurement staff have run at least one procurement project from start to finish, solicitation request through award, through the Portal, or until County informs Contractor in writing that this step is complete and no longer requires monitoring by Contractor.

8.3.3.5. Task 12 Contractor Deliverable(s): Provide to County an Implementation Summary Document.

8.3.4. **Task 13 Implementation Survey.**

8.3.4.1. Upon successful completion of Task 12, to the satisfaction of the Project Manager, as confirmed in writing and provided to Contractor, Contractor shall schedule a virtual meeting with the Project Team, at a date, time and in a virtual format to be agreed upon by both Parties, to revisit the initial implementation goals and determine whether they have been met. and if all Project Implementation and training tasks have been completed to the satisfaction of the Project Manager.

8.3.4.2. If all tasks have been successfully completed to the satisfaction of the Project Manager, the Project Manager shall sign off on the completion of the Project. If all tasks have not been successfully completed to the satisfaction of the Project Manager, Contractor shall continue to provide Services to complete any tasks identified by the Project Manager as incomplete.

- 8.3.4.3. Contractor shall send a survey to County to collect qualitative and quantitative information about the implementation process for the purpose of continuous improvement.
- 8.3.4.4. Task 13 Contractor Deliverable(s):
 - 8.3.4.4.1. Virtual implementation review meeting with the Project Team.
 - 8.3.4.4.2. Completion of any tasks identified as incomplete by the Project Manager.
 - 8.3.4.4.3. Implementation survey.
- 8.3.4.5. Task 13 County Deliverable(s):
 - 8.3.4.5.1. Written confirmation of task completion and sign off on Project Completion, when all tasks have been completed to the County Project Manager's satisfaction.
 - 8.3.4.5.2. Completed implementation survey.

9. **Project Management.** Contractor shall provide experienced, competent, and knowledgeable staff to provide Project management services for successful implementation, which may include, but may not be limited to Project planning in coordination with County's Project Manager; data transfer from County's current records, Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.

- 9.1. County and Contractor shall designate in writing a primary contact to represent each party to serve as a primary point of contact to manage the overall implementation, and help coordinate personnel during the design, development, installation, training, and Support of the Software.
- 9.2. Contractor's Project Manager shall be the dedicated point of contact to track the Project Schedule and tasks, provide Contractor-led Software feature training sessions throughout each implementation phase, as applicable, and review the data feed/file data to support data validation.

10. Project Terms and Conditions.

- 10.1. The Parties agree that County shall not be liable for, and shall not provide insurance for, any loss or damage incurred by Contractor or its employees, agents, contractors or subcontractors or to equipment or property owned by Contractor, regardless of whether such losses are insured by Contractor.
- 10.2. Contractor shall provide experienced, competent, and knowledgeable staff to successfully complete the implementation and any mutually agreeable Project Implementation Management Plan and Project Plan. In the event that any Contractor employee is found to be unacceptable to County, in County's reasonable discretion,

Contractor shall be given an opportunity to cure the deficiency upon notice thereof from County. In the event the deficiency persists, County may require removal of the employee. Contractor shall provide a suitable replacement, acceptable to County in its reasonable discretion, as soon as reasonably possible. To the extent County delays in confirming Contractor's proposed replacement, Contractor shall not be held liable for Project delays that arise because of County's delay.

- 10.3. County acknowledges that Contractor assigned personnel may leave the Project for reasons outside Contractor's control, such as resignation, medical leave, or similar absences. Contractor shall use its best efforts to ensure the continuity of Contractor employees assigned to County's implementation. Should Contractor remove or reassign its employees assigned to perform Services, Contractor shall, a) provide reasonable advance notice to County, and b) assign alternate employees with equivalent or greater competence, knowledge and experience to perform Services hereunder within a commercially reasonable timeframe. Contractor's failure to provide the continuity of Contractor employees shall result in Contractor's sole responsibility for any delay and/or cost for such failure and may result in breach of this Agreement.
- 10.4. Contractor's personnel and subcontractors, if any, shall observe all applicable laws, rules and policies of County, while providing Services to County, including working remotely on County systems.
- 10.5. Contractor shall represent and warrant to County, with respect to the Services to be performed, that each of its employees assigned to perform those Services shall have the proper skill, training, and background to be able to perform his or her assigned Service(s) in a competent and professional manner, and that all Services shall be performed in accordance with this Agreement.
- 10.6. County acknowledges that the implementation is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably required to timely implement the Software as mutually agreed. Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

SECTION D. DATA SECURITY AND OWNERSHIP:

- 1.1. **Data Security.** County acknowledges and agrees that Contractor utilizes third-party service providers to Host and provide the Services and store County Data, and the protection of such County Data shall be in accordance with such third-party's safeguards for the protection and the security and confidentiality of County's Data and in accordance with Contractor's Data Center Supplier Requirements Policy in Exhibit H. At a minimum, Contractor shall maintain security and disaster recovery protocols as described in Contractor's Security Bundle in Exhibit H, which may be modified from time to time. All County Data and backups shall be located within the United States.
 - 1.1.1. All data that: (i) is owned by County; and (ii) uploaded into the Software remains owned by County. County is responsible for the accuracy and legality of all such data and represents and warrants the right to use and manage all data in connection with its use of the Software.

- 1.1.2. Upon County's request Contractor shall provide a data extract in various formats including, but not limited to, CSV or MSSQL. Contractor shall also timely provide any other records requested by County for response to Public Records Inspection requests under NMSA 1978, Chapter 14, Article 2.
- 1.2. **Intellectual Property.** The County acknowledges and agrees that the Bonfire IP is owned or licensed by Contractor. Except for the License granted hereunder, nothing in this Agreement gives the County any right, title or interest in, to or under any of the Bonfire IP, and to the extent the County acquires rights in the Bonfire IP, County assigns such rights to Contractor and waives any moral rights it may have in the Bonfire IP to and in favor of Bonfire. All Bonfire IP shall be deemed to be Confidential Information as described in Section AK and the County shall be bound by all confidentiality provisions herein, in accordance with applicable law.
- 1.3. **County Data.** County retains all right, title, and interest in and to all County Data. The County Data shall be deemed to be Confidential Information as described in Section AK, and Contractor shall restrict access to County's Confidential Information to those Contractor employees, consultants and subcontractors who have a need to access the County Data in order to provide the Software and Support and have agreed to be bound by the confidentiality provisions outlined herein. County agrees that it is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of County Data that is stored on the System, disclosed to or used by County in connection with the Software, and for compliance with all applicable laws and regulations, including without limitation with respect to privacy, non-disclosure and confidentiality. Throughout the Term of this Agreement, Contractor shall protect, retain, and destroy County Data in accordance with Exhibit H.
- 1.4. **Contractor Access and Use.** Contractor shall have the right, in its sole discretion, to access the County's Account from time to time, for purposes of Support, administration, anonymized data aggregation, invoicing and to inspect the County's utilization of the Software so as to ensure County's compliance with the provisions of this Agreement.
- 1.5. **Contractor Press Release.** County agrees that Contractor may issue a press release identifying County as a Contractor customer and describing County's utilization and the benefits that County receives from use of Contractor's services, subject to the County's prior review and approval of same.

SECTION E. PERSONAL INFORMATION:

1. **Permitted Use.** Contractor shall not cause or permit any Personal Information to be processed in any manner or for any purpose other than the performance of the Services in compliance with the restrictions in this Agreement and all applicable laws.
2. **Ownership and Treatment of Personal Information.** As between County and Contractor, County is and shall remain the sole and exclusive owner of all right, title, and interest in and to Personal Information. Contractor shall:
 - 2.1. Process Personal Information for the sole purpose of performing the Services and in compliance with: (i) this Agreement or as County may expressly direct in advance in writing; and (ii) all applicable data protection laws; and

- 2.2. Notify County in writing if Contractor becomes aware of any unauthorized access, use or other unauthorized act respecting Personal Information.
3. **Governmental Purpose/Consent.** County agrees and represents to Contractor that all personal information County collects, provides, or otherwise uses in any way in relation to the Contractor Service is necessary for County's governmental interest

SECTION F. WARRANTIES AND DISCLAIMERS:

1. **Software Limited Warranty.** Contractor warrants that the Software shall be without material Defect(s) and shall operate in substantial conformity with the applicable written documentation provided by Contractor and to the functional descriptions and technical specifications set forth in Exhibits C and D for the Term of this Agreement. Contractor shall, at its expense, correct any errors identified by County in the Software. Contractor also warrants that it will maintain the Software at reputable third-party Internet service providers and hosting facilities. Contractor warrants that it has implemented commercially reasonable security measures, including without limitation, technical, physical and procedural controls to protect County Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by employees or contractors employed by Contractor, whether by accident or otherwise. For any breach of the foregoing warranties, Contractor shall pay to County all damages the County suffers in connection with such breach, subject to the limitations set out in Section F(3).
2. **Exclusions.** Except as expressly stated in this Agreement, there are no representations, warranties or conditions for the Software or Support, and CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE, OR NON-INFRINGEMENT. Except as expressly stated herein and in Exhibit C, Contractor does not warrant that the functions contained in the Software will meet the County's requirements or that the operation of the Software will be uninterrupted or error-free.
3. **Limitations of Liability.** UNLESS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNTS IDENTIFIED IN SECTION P HEREIN.

SECTION G. COMPLIANCE WITH LAWS, REGULATIONS, AND ADHERENCE TO STANDARDS: Contractor and Contractor's Software shall, throughout the term of this Agreement, comply with any and all applicable provisions of local, state, or federal law. Contractor shall maintain SOC 2 Type II compliance, or equivalent, specifying how organizations shall manage customer data based on the following minimum Trust Customer Criteria: security, availability, processing integrity, confidentiality, privacy, and legality. At a minimum, Contractor's Services and Software shall be provided to County in accordance with any and all County and industry standards described herein, or their equivalent.

SECTION H. TERM: The term of this Agreement shall commence November 13, 2024, and shall continue through November 12, 2039, unless sooner terminated, as provided herein.

SECTION I. COMPENSATION:

1. **Amount of Compensation.** All compensation and fees stated herein and in any subsequent Amendments to this Agreement are and shall be in United States currency. The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit A and shall be payable according to the terms set forth below. The total not-to-exceed compensation amount payable hereunder shall not exceed ONE MILLION TWO HUNDRED FORTY-FOUR THOUSAND FIFTY-THREE AND 46/100 DOLLARS (\$1,244,053.46), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).
 - 1.1. **Annual Base License Fees.** County shall pay Annual Base License Fees for a total not-to-exceed amount for the term of this Agreement, as outlined in Exhibit A Table 1, in the amount of FIVE HUNDRED TWENTY-SIX THOUSAND FIFTY-THREE AND 46/100 DOLLARS (\$526,053.46), which amount does not include applicable NMGRT.
 - 1.2. **Project Implementation and Management.** County shall pay one-time compensation for Project Implementation and Management Fees, as outlined in Exhibit A Table 2, following County's written acceptance of Project Implementation in the amount of THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00), which amount does not include applicable NMGRT.
 - 1.3. **Additional and Optional Products, Functionality, and Services.** At any time during the term of this Agreement, County may request Additional and Optional Products, Functionality, and Services at County's sole option in accordance with the Compensation Rate Schedule in Exhibit A Table 3 in a total not-to exceed amount for the term of this Agreement in the amount of SEVEN HUNDRED FIFTEEN THOUSAND 00/100 DOLLARS (\$715,000.00), which amount does not include applicable NMGRT.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section I(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement, pursuant to Section AL. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of all additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager, no more frequently than monthly, showing the amount of compensation due, amount of any NMGRT, and total amount payable under this Agreement. Contractor shall invoice Project Implementation and Management fees after successful Go Live as defined herein. Contractor shall invoice Annual License Fees for Year 1 of this Agreement on the date County receives access to the Software and annually thereafter. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice. If undisputed invoiced amounts are not paid as described herein, in addition to any other rights and remedies Contractor may have, including termination rights set forth herein, Contractor reserves the

right to suspend Services until undisputed invoiced amounts are paid in full. A Suspended Account does not remove the County's obligation to pay undisputed invoice amounts outstanding to the date of such suspension.

SECTION J. 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 K. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Nothing in this Agreement shall be deemed of construed as creating a joint venture or partnership between Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee or agent representative of the other. Contractor is not an agent or employee of County and shall 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 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 L. 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 meets the industry standard of care for performance of the Services.

SECTION M. DELIVERABLES AND USE OF DOCUMENTS: All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of County or County Data shall be owned by Contractor. If any derivative work is created by County from the Software Contractor shall own all right, title and interest in and to such derivative work.

SECTION N. 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 O. NON-EXCLUSIVITY. Nothing in this Agreement shall be construed to prevent Contractor from marketing, licensing, selling or otherwise providing the Software Support or any aspects of Contractors systems, technology, or services to any third party. Nothing in this Agreement shall be construed to prevent County from obtaining services similar to the Software from a third party.

SECTION P. 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, stating 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 shall be delivered in accordance with the policy provisions. General Liability Insurance, Professional Liability Insurance, and Cyber Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
4. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of THREE MILLION DOLLARS (\$3,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County Data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County Data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County Data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

SECTION Q. 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 during normal business hours. County shall: (i) provide the Contractor with at least 21 calendar days prior written notice of an audit; (ii) undertake an audit no more than once per calendar year, unless otherwise required by law or a court of competent jurisdiction; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of Contractor's normal operations.

SECTION R. DUTY TO ABIDE: 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.

SECTION S. 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 T. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, United States.

SECTION U. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION V. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION W. INDEMNITY:

- 1. Contractor Indemnification.** Contractor shall indemnify, defend, and hold harmless County and its agents, officers, directors and employees ("County Parties") from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by County Parties resulting from any third-party claim, suit, action or proceeding, including claims by employees of Contractors (each a "Third Party Claim") that the Bonfire SaaS or services, or any use thereof in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on Contractor's negligence, gross negligence, willful misconduct or violation of applicable law.
- 2. Mitigation.** Notwithstanding the foregoing, if Contractor reasonably believes that use of any portion of the Software is likely to be enjoined by reason of an Intellectual Property Claim then Contractor may, at its sole option and expense: (i) procure for the County the right to continue using the Software, as the case may be, or any portion thereof; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action described in this Section; or (iii) modify the applicable software or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Software as set out herein. If none of the foregoing options are commercially reasonable, Contractor may terminate this Agreement or access to the allegedly infringing portion of the Software. and refund County

any prepaid fees for the Software or such portion of the Software. Contractor shall have no liability respecting any Intellectual Property Claim to the extent such Claim is based upon the combination, operation or use of the Software, support with other equipment, software, apparatus, devices or things not identified by Contractor as compatible with the Software and/or Systems or in a manner inconsistent with Contractor's specifications and instructions.

3. **Procedure.** Contractor's defense and indemnity obligations in this Section W are subject to the following: (i) County promptly notifying Contractor in writing of the Claim on becoming aware of any pending Claim; (ii) Contractor having sole control of the defense and all related settlement negotiations with respect to the Claim, provided that no settlement shall be accepted without the prior written consent of County; and (iii) County shall cooperate fully to the extent necessary in the defense or settlement of such Claim, and execute all documents necessary for the defense of such Claim; and (iv) County shall not settle any Claim without Contractor's written consent, or compromise the defense of any such Claim.

SECTION X. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION Y. NON-ASSIGNMENT: Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement. Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION Z. 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 AA. 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 shall 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 AB. SUSPENSION AND TERMINATION: Parties agree that suspension and termination shall not be the only remedy for any of the following occurrences outlined in this Section. Upon the effective date of termination, the License and all Support shall terminate. Contractor shall be paid for undisputed invoiced amounts for all Services actually completed to the satisfaction of County up to the effective date of termination at the rate set out in Section I. Contractor shall reimburse to County all pre-paid fees on a pro rata basis for that portion of the Term of the Agreement following the effective date of termination. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement. Each of the Parties shall deliver or destroy, at the direction of the other Party, all Confidential Information of the other Party which is in its possession, care, or control, provided that Contractor, on request by County, shall be permitted a minimum of ten (10) business days to provide County with a backup copy of all County Data located in the Software. The provisions in this Agreement dealing with intellectual property, confidential information, liability, and indemnification of this Agreement shall continue in force following the effective date of termination. Each of the Parties shall have all remedies which are available to it at law or in equity.

1. **Suspension of Services.** Contractor may after providing written notification to County, and allowing County a minimum of thirty (30) days to remedy from the date of County's written receipt of Contractor's notification, suspend Services effective after the aforementioned thirty (30) day remedy period in the event of any breach of payment as outlined in Section I(3) above, or a breach of any provisions related to intellectual property or confidential information, or a breach of any of the provisions outlined in Section D(2)(d).
2. **Termination for Cause.** In addition to any other express termination right set forth in this Agreement:
 - 2.1. either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
 - 2.2. either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; or (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law.
3. **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Contractor will immediately cease providing any SaaS or services and County shall immediately discontinue use thereof.

Termination for 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 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 AC. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2)

registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Deputy Chief Purchasing Officer
Incorporated County of Los Alamos
101 Camino Entrada, Bldg. 3
Los Alamos, New Mexico 87544
E-mail: derrill.rodgers@lacnm.us

Contractor:

General Counsel
Sherpa Government Solutions LLC
363 W. Erie St., Floor 7
Chicago, IL 60654
E-mail: legal@eunasolutions.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544
E-mail: lacattorney@lacnm.us

SECTION AD. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION AE. NO IMPLIED WAIVERS: The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION AF. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AG. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

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

SECTION AI. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AJ. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation

or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AK. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit E. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AL. MODIFICATION OF AGREEMENT AND AMENDMENTS:

This Agreement shall be modified only by mutual written consent of the Parties. No modification of, Amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any Amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the Amendment.

1. County may at any time, as the need arises, request additional and optional services and functionality described herein without invalidating this Agreement. Parties agree to follow the Process for Requesting Optional Services or Functionality defined in Exhibit A Table 4. For the purpose of clarity, requests for such additional and optional services and functionality shall be documented by and shall only be authorized through Amendment to this Agreement, even if there is no change to the previously agreed-upon not-to-exceed compensation amounts stated herein or in any subsequent Amendment. Parties shall use the Sample Amendment Template, or one substantially similar, provided in Exhibit G.
2. If any changes to this Agreement increases or decreases the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent Amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by Amendment to this Agreement, as mutually agreed to by County and Contractor.
3. Only the County Manager and/or County Council, as may be appropriate, shall have authority to authorize Amendments to this Agreement on behalf of the County.
4. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section I, such an increase must be approved and authorized by an Amendment to this Agreement, which shall also require approval by County Council.
5. Notwithstanding the foregoing, nothing in this Section shall be construed to conflict with the Project Manager's ability to authorize mutually agreed-upon changes to the Project Plan and Schedule during initial Software implementation, as described in Section C(7.2). Such Project Plan and Schedule changes may be authorized in writing by the Project Manager via memorandum, electronic mail, or a different mutually agreed-upon method.

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

Naomi D. Maestas

**NAOMI D. MAESTAS
COUNTY CLERK**



INCORPORATED COUNTY OF LOS ALAMOS

BY: *AWL*

**ANNE W. LAURENT
COUNTY MANAGER**

11/15/2024

DATE

Approved as to form:

Kathryn S. Thwaites

for

**J. ALVIN LEAPHART
COUNTY ATTORNEY**

SHERPA GOVERNMENT SOLUTIONS LLC

BY: *Jaspa Saraw*

11/15/2024

DATE

Jaspa Saraw

NAME: _____

Chief sales officer

TITLE: _____

**Exhibit A
Compensation Rate Schedule
AGR23-47**

Contractor shall, throughout the term of this Agreement, provide Services, including additional optional products, at the rates specified herein. All compensation and fees stated herein and in any subsequent Amendments to this Agreement are and shall be in United States currency.

Table 1. Base License Fees for Software

Year	MODULES				Total Not to Exceed
	eSourcing	Contract Management	Intake (including Multiple Form Support)	Solicitation Builder	
Year 1 11/13/24- 11/12/25	\$13,950.00	\$7,950.00	\$3,500.00	\$3,500.00	\$28,900.00
Year 2 11/13/25- 11/12/26	\$13,950.00	\$7,950.00	\$3,500.00	\$3,500.00	\$28,900.00
Year 3 11/13/26- 11/12/27	\$14,647.50	\$8,347.50	\$3,675.00	\$3,675.00	\$30,345.00
Year 4 11/13/27- 11/12/28	\$14,647.50	\$8,347.50	\$3,675.00	\$3,675.00	\$30,345.00
Year 5 11/13/28- 11/12/29	\$15,379.88	\$8,764.88	\$3,858.75	\$3,858.75	\$31,862.25
Year 6 11/13/29- 11/12/30	\$15,379.88	\$8,764.88	\$3,858.75	\$3,858.75	\$31,862.25
Year 7 11/13/30- 11/12/31	\$16,148.87	\$9,203.12	\$4,051.69	\$4,051.69	\$33,455.36
Year 8 11/13/31- 11/12/32	\$16,956.31	\$9,663.27	\$4,254.27	\$4,254.27	\$35,128.13
Year 9 11/13/32- 11/12/33	\$17,804.13	\$10,146.44	\$4,466.99	\$4,466.99	\$36,884.54
Year 10 11/13/33- 11/12/34	\$17,804.13	\$10,146.44	\$4,466.99	\$4,466.99	\$36,884.54
Year 11 11/13/34- 11/12/35	\$18,694.33	\$10,653.76	\$4,690.33	\$4,690.33	\$38,728.76
Year 12 11/13/35- 11/12/36	\$18,694.33	\$10,653.76	\$4,690.33	\$4,690.33	\$38,728.76
Year 13 11/13/36- 11/12/37	\$19,629.05	\$11,186.45	\$4,924.85	\$4,924.85	\$40,665.20
Year 14 11/13/37- 11/12/38	\$19,629.05	\$11,186.45	\$4,924.85	\$4,924.85	\$40,665.20
Year 15 11/13/38- 11/12/39	\$20,610.50	\$11,745.77	\$5,171.09	\$5,171.09	\$42,698.46
Total (\$)	\$253,925.46	\$144,710.21	\$63,708.90	\$63,708.90	\$526,053.46

Table 2. Project Implementation, Maintenance, and Support Fees

No.	DESCRIPTIONS	FEES
<u>01</u>	Project Implementation and Management Fees	One-time fee of \$3000.00 payable upon County's written acceptance of Project Implementation as described in Task 13 herein.
<u>02</u>	Project Initiation Meeting and Maintenance and Support	Included in License Fees described in Table 1 and provided at no additional cost.
<u>03</u>	Travel and Reimbursables	All training and support shall be delivered remotely and there is no additional cost for travel, materials, or other reimbursable costs.

Table 3. Optional Products, Functionality, and Services

No.	DESCRIPTIONS	ESTIMATED NOT-TO-EXCEED COMPENSATION
<u>01</u>	<p><u>Generally</u></p> <p>County, at County's sole option, reserves the right to request from Contractor optional products, functionality, and services to enhance or improve County's electronic bidding, sourcing, and contracting processes through the Software as those services and functionality become available throughout the Term of this Agreement, for which there may be additional implementation fees, licensing fees, or other professional services fees.</p> <p>County may, upon Contractor request and at County's sole option, participate in beta testing of new functionality and modules offered by Contractor, which may result in discounts for the new features and functionality.</p> <p>To request and implement any new optional services and functionality, as they become available to County, Parties agree to follow the process outlined in Exhibit A Table 4.</p> <p>All optional services and functionality shall be provided by Contractor to County at County request and upon mutual written agreement, subject to the provisions outlined in Section AL: Modification of Agreement and Amendments.</p>	<p>TOTAL ESTIMATED COMPENSATION FOR OPTIONAL PRODUCTS, FUNCTIONLITY AND SERVICES DESCRIBED IN TABLE 3</p> <p>County estimates a total compensation amount for optional services and functionality described below in Table 3 in a total amount not to exceed \$695,000.00 throughout the Term of this Agreement, unless otherwise authorized by Amendment pursuant to Section AL. herein. This total estimated not-to-exceed amount is included in Section I. Compensation.</p>
<u>02</u>	<p><u>Optional Vendor Contract Onboarding, Contract Authoring, and Other Optional Features and Functionality</u></p> <p>As of the Effective Date of this Agreement the following are known feature and functionality enhancements planned by the Contractor, but pricing is not yet available: Vendor Contract Onboarding and Contract Authoring, including authoring enhancements. Contractor, throughout the Term of this Agreement, may offer for a fee other future additional optional features and functionality not specifically named herein. As such additional optional functionality becomes available, upon County's request, at County's sole discretion and approval, and pursuant to Section AL, Contractor shall, provide such additional optional functionality.</p>	<p>County estimates a compensation amount for these optional services in an amount not to exceed \$225,000.00 throughout the Term of this Agreement.</p>
<u>03</u>	<p><u>Optional Integrations with Known County Systems</u></p> <p>Contractor shall, upon County request and mutual written agreement,</p>	<p><u>DocuSign</u> County estimates a compensation amount for</p>

	<p>provide the following integration services to integrate Software with the following County systems at the following rates.</p> <p><u>RATES:</u></p> <p>MS Azure SSO Configuration and Integration Included at no additional cost.</p> <p>DocuSign Integration for Electronic Signatures One-time Set Up fee of \$5,000.00 and annual fee thereafter of \$2,500 per year. Estimate for 15 years</p> <p>Munis Integration For Contract or Vendor Information integration, or other Munis integrations as they may become available to County throughout the term of this Agreement.</p> <p>One-time set-up fee not to exceed \$20,000.00, and annual fee thereafter not to exceed \$10,000 per year, which amounts are dependent upon County's need and complexity of integration. Estimate for 2 integrations for 15 years.</p>	<p>DocuSign Integration in an amount not to exceed \$42,500.00 throughout the term of this Agreement.</p> <p>Munis County estimates a compensation amount for Munis integration in an amount not to exceed \$340,000.00.</p>
<p><u>04</u></p>	<p><u>Other Optional Unknown API Development and Maintenance</u></p> <p>With the exception of those systems stated above under Optional Integrations with Known County Systems, should County request the development of an API to integrate Software with any of County's other existing systems, or integrations with future systems, Contractor shall, upon mutual agreement, provide such services at the following rates:</p> <p><u>RATES:</u></p> <p>API Development Services Not to exceed \$200 per person per hour. Estimate for 100 hrs.</p> <p>API Annual Maintenance \$1,500.00 per year per API. Estimate for 3 APIs for 15 years.</p>	<p>County estimates a compensation amount for API Development in an amount not to exceed \$20,000.00 throughout the term of this Agreement and a compensation amount for API Annual Maintenance in an amount not to exceed \$67,500.00</p>
<p><u>05</u></p>	<p><u>Rates for Other Professional Services, Custom Development, and Data Migration</u></p> <p>Contractor may, at County request and upon mutual agreement, provide other additional optional professional services not already described herein to enhance or improve County's electronic bidding, sourcing, and contracting processes through the Software. Such services may include but are not limited to custom development services, assistance with future changes to account setup, or services to import County legacy data files into the Software or export County's historical data in a structured manner out of the Software. Such Services shall be provided, at an hourly rate.</p> <p><u>RATES:</u></p> <p>Such Hourly rates shall not exceed \$200 per person per hour throughout the term of this Agreement Estimate for 100 hours.</p>	<p>County estimates a compensation amount for other professional services in an amount not to exceed \$20,000.00 throughout the term of this Agreement.</p>

Table 4. Process for Requesting Optional Services or Functionality

In the event County requests to have Contractor provide additional optional services throughout the Term of this Agreement, Parties agree to follow the process outlined in this Table, or a similar agreed-upon process. Parties may request any additional information to clearly define the services, fees, and functionality.

- 1) Upon County written request, Contractor shall provide a quote and scope of work for the optional additional services or functionality requested. Rates and fees quoted shall conform to any applicable rates specified herein.
- 2) Contractor's quote shall, at a minimum, include the following:
 - a) Any and all fees to provide the services or functionality requested.
 - b) Line items for implementation, configuration, and training fees, payable only after Contractor's successful delivery and County's written acceptance and approval of completion of milestones and deliverables defined in the mutually agreed-upon scope of work.
 - c) Any licensing fees separated annually with a total cost for all remaining years of this Agreement, with the first payment prorated if necessary to account for mid-year implementations, with subsequent annual license fees billed concurrently with the licensing fees described in Table 1.
 - d) A proposed project plan with all tasks, phases, deliverables, milestones, responsibilities and a proposed project schedule clearly defined.
 - e) A list of all the new features, functionality, and services to be provided, if not already described herein.
- 3) Upon County's acceptance of Contractor's quote, an Amendment shall be drafted and executed, pursuant to Section AL.

**Exhibit B
Project Schedule
AGR23-47**

The following Table shows Contractor’s proposed estimated Project Schedule, which shall be modified and finalized after the Project Initiation Meeting as defined herein. Contractor shall complete implementation and training pursuant to the Project Schedule and Plan approved by the Parties with a successful Go Live and implementation, excluding Software Reliability Testing and Acceptance, to occur no later than ninety-one (91) calendar days after the Effective Date of this Agreement, unless extended by County in writing. Software Reliability Testing and Acceptance shall occur pursuant to Section C(8.3.3.4). The Project Schedule and Plan developed by the Project Team shall conform substantially to the proposed schedule or as otherwise agreed to by the Parties.

Table 1. Contractor’s Proposed Estimated Project Schedule

Ref. #	Task Description	Estimated Start Date	Estimated End Date
	Effective Date	11/13/2024	N/A
1	General Account Setup	11/13/24	11/15/24
1.1	Kickoff Call	11/13/24	11/13/24
1.1.1	Implementation Adjustment Meeting	11/14/24	11/14/24
1.2	Finalize Feature Set, Custom Language, and Vendor Fields	11/14/24	11/14/24
1.3	Customize Vendor Registration Page	11/14/24	11/14/24
1.4	Customize Account with Desired Feature Set and Custom Language	11/13/24	11/13/24
1.5	User Invites and Setup	11/13/24	11/13/24
1.6	Pre-Training Call	11/15/24	11/15/24
2	Training	11/18/24	12/18/24
2.1	Solicitation Training Session	11/18/24	11/18/24
2.2	Vendor Communication and Evaluation Training Session	11/20/24	11/20/24
	Weekly Implementation Review	11/25/24	11/25/24
2.3	Advanced Module Training	11/27/24	11/29/24
2.3.1	BidTables Training Session	11/27/24	11/27/24
2.3.2	Questionnaires Training Session	11/29/24	11/29/24
	Weekly Implementation Review	12/2/24	12/2/24
2.3.3	Multi-Category Projects Training Session	12/16/24	12/16/24
2.4	Vendor Management and Insights Reporting Training	12/18/24	12/18/24
3	Ramp-Up Phase	11/25/24	2/12/25

Ref. #	Task Description	Estimated Start Date	Estimated End Date
3.1	Review Procurement Solicitation Templates	11/25/24	11/25/24
3.2	Review First Project(s) Setup (at least once for each department)	12/2/24	12/2/24
3.3	Monthly Project Progress Meeting	12/16/24	12/16/24
3.4	Evaluation of First Project(s)	12/18/24	12/18/24
3.5	Monthly Project Progress Meeting	1/13/25	1/13/25
	Weekly Implementation Review	1/20/25	1/20/25
	Weekly Implementation Review	1/27/25	1/27/25
	Weekly Implementation Review	2/3/25	2/3/25
	Weekly Implementation Review	2/10/25	2/10/25
3.6	Implementation Survey	2/10/25	2/10/25
3.7	Transition to Customer Success Manager	2/12/25	2/12/25

Exhibit C
Software Functional Specifications
AGR23-47

Contractor guarantees that the Software shall substantially conform to the Software functional specifications set forth in Exhibit C, or their functional equivalent, for the term of this Agreement. Contractor may, throughout the Term of this Agreement, modify the way in which the functionality is delivered to County, provided the stated functionality, or its functional equivalent, is maintained and County is notified in writing of any modifications that may impact how the County uses or administers the Software.

SECTION AND REFERENCE #	FUNCTIONALITY
00	Document Viewing Restrictions and Submission Timestamps
1	Software allows Procurement staff with administrative permissions to restrict viewing of certain publicly and internally available data stored and managed within the Software until it is published by Procurement staff or scheduled for publication at a future date and time as determined by Procurement staff, using Mountain Standard Time and Mountain Daylight Savings Time, as appropriate. This shall include, but is not limited to, the following in Section 00 Items 1.1 – 1.3:
1.1	Solicitations shall not be publicly viewable until an advertising date and time determined by Procurement staff.
1.2	Draft documents related to solicitations are not publicly viewable until finalized and published by Procurement staff.
1.3	Proposals/bids, registers of proposals/bids received, evaluation scores, contracts or other similar documents, received in response to solicitations shall only be viewable by designated Procurement staff until other County users or Suppliers are given access by Procurement staff or until they are publicly released by Procurement staff, so as to not prematurely or improperly disclose the identity of proposers or information contained within proposals.
2	Software accurately timestamps the submission of proposal/bid materials submitted in response to solicitations, using Mountain Standard Time or Mountain Daylight Savings Time as appropriate, and prohibits Supplier modifications to submitted proposal/bid materials, documents, or information submitted through Software's built-in tools (e.g., responses to questionnaires using Software's questionnaire tool) after the County-specified solicitation closing date and time.
01	General Features and Functionality
1	Contractor shall provide processes that assure that upon system failure that system databases are restored to their pre-failure status and that data integrity is maintained. Recovery from failure must be provided such that operation may be continued immediately following system restoration.
2	Contractor shall ensure that custom configuration, should there be any, is addressed during system upgrades to ensure that no County-specific changes are lost.
3	Contractor shall ensure that system upgrades are thoroughly tested prior to releasing them to the County.
4	Software provides an activity history audit tool to show a history of user access and activity for County staff users, Suppliers and other registered users.
5	Software shall allow for the upload and long-term storage of documents and files, which may be very large in file size and shall not limit the total number of documents that can be uploaded per solicitation either by County or Suppliers. Software shall function as stated by Contractor in Section 01 Items 5.1 – 5.5.
5.1	Electronic file types that can be uploaded: Any type of file format including, but not limited to PDF, MS Word, MS Excel, CAD, and JPEG.

SECTION AND REFERENCE #	FUNCTIONALITY
5.2	The maximum file size that can be uploaded: By default, a 1 GB file-size limit is set on vendor-file submissions. However, this can be lifted anytime during or after implementation to allow for an unlimited-file-size submissions for Suppliers, and there is no file-size limit for documents uploaded internally on the platform by County, internal users, and Procurement staff.
5.3	The maximum length of time files can be stored: No limitations on the length of time files/data are stored on the Software, including for both County users and Suppliers.
5.4	Maximum total number of documents that can be uploaded by County per solicitation and that can be uploaded by Suppliers per solicitation when submitting bids and proposals: County Users and Suppliers are able to upload an unlimited number of documents per solicitation. Procurement staff further have the ability to control whether or not to allow Suppliers to upload one-file or an unlimited number of files per-file-requirement for a solicitation.
5.5	Maximum total storage space that would be allotted to the County as a part of the Base Features and Functionality: No limitations on data storage as part of the Base Features and Functionality of the eSourcing module, and thus additional storage space is not required to be requested.
6	Form fields can be customized across a number of modules and features in including but not limited to the intake module, vendor management dashboard, contract and management module. Where form field customization is allowed, Software shall provide the ability to restrict or not restrict character limits.
7	Contractor shall provide an online forum where users can report and address system issues. Any forum shall not be considered the primary support solution.
8	Software shall meet applicable Americans with Disabilities Act ("ADA") requirements for websites.
9	Contractor, in coordination with County's Information Management Department, shall sync County staff user accounts with the County's Microsoft Azure Active Directory.
02	Reporting and Metrics
1	Software provides the ability to generate reports on various solicitation life-cycle metrics using data contained within the software.
2	Customized reports and metrics can be developed upon County request.
03	County Portal - For Procurement Administrators and Personnel
1	Software provides an individually customizable online user dashboard or interface for Procurement Administrators and other Procurement staff to perform software administration, solicitation, and contract management tasks.
2	Software provides granular permissions and access control for different levels of Procurement Administrators and other Procurement staff.
04	County Portal - For Non-Procurement County Departments, Legal Staff, and External Procurement Support Resources
1	Software provides an individually customizable online user dashboard or interface for County non-Procurement departments, County Legal staff, and other external procurement support resources (e.g., consultants or engineering firms assisting with procurements) to perform solicitation and contract management tasks and collaborate with Procurement staff on the development and review of solicitations and contracts.
2	Software provides granular permissions and access control for different levels of non-Procurement departments and Legal staff, including but not limited to those stated below in Section 04 Items 2.1 – 2.6

SECTION AND REFERENCE #	FUNCTIONALITY
2.1	Department Directors, who may or may not serve on an Evaluation Committee.
2.2	Evaluation Committee Chairs, appointed by Department Directors.
2.3	Evaluation Committee Members, appointed by Department Directors, which may include both County staff and members who are not County employees.
2.4	Legal Staff, including Attorneys, Paralegals, and Legal Assistants.
2.5	County Information Management staff who may provide technical support for the software.
2.6	Individuals, both internal and external, who may serve as Subject Matter Experts and may contribute to the development of a solicitation but may not be appointed to an Evaluation Committee.
05	Supplier Portal and Supplier Management
1	Software provides an individually customizable online user dashboard or interface for Suppliers to manage Supplier information and perform tasks in response to solicitations.
2	Software provides a method for new Suppliers to register and provide to County their Supplier information online and maintains an ongoing updatable database of Suppliers.
3	Software provides the ability for Suppliers to register to automatically receive notification of certain types of solicitations when issued by County.
4	Software authenticates Suppliers upon registration to ensure that Suppliers are not duplicated, legal entity names are entered upon registration, and consistent naming conventions are used.
5	Software allows County Procurement Administrators to change Supplier names and information after a Supplier has registered.
6	Software provides the ability to group Suppliers into different and multiple types of service providers based on categories determined and customized by County.
7	Software provides a method for Plan Rooms to register and provide their contact information online to receive notifications and information about solicitations.
8	Contractor, directly through the software, provides County access to a larger supplier contact database, managed either by the Contractor or a third-party.
9	As an optional Service, Software allows Procurement division Administrators, if requested by County, to import existing Supplier information from County's Tyler Munis Enterprise Resource ("ERP") System using a downloaded CSV, MS Excel, or other similar file type.
10	As an optional Service, Software provides the ability to integrate directly with County's ERP, if requested by County, to sync Supplier information between Offeror's Software and County's ERP in real-time as it is entered in into either system.
11	Software allows User Departments, other than the Procurement Administrators, to enter potential proposer Supplier contact information for use in solicitations for Suppliers who may not have already registered.
12	Software provides an online form or built-in messaging system through which Suppliers and Procurement staff can have two-way secure communication and share forms and documents.
06	Public Portal - For General Public
1	Software provides an online interface for the general public to view current and historical solicitation information.

SECTION AND REFERENCE #	FUNCTIONALITY
2	Software provides an online search feature whereby the general public can search for and filter results by certain data which may include, but is not limited to, date ranges, solicitation type, type of service or good, awarded Supplier, and key words.
3	The type of solicitation information available to the general public may include but is not limited to the solicitation and associated documents, evaluation scores, register of proposals/bids, submitted proposals/bids and associated documents, and questions received by potential Offerors and County responses.
07	Electronic Signatures
1	Software provides an electronic signature process that can be used for various different County Procurement forms, contracts, or processes, which is either native to the software or by utilizing a third-party electronic signature solution.
2	As of the Effective Date of this Agreement County uses DocuSign for electronic signatures. If requested by County as an optional Service, Contractor shall work with County to integrate Software with County's DocuSign account.
08	Pre-planning and Initiating a Request for Solicitation
1	Software allows Procurement Personnel to design different types of online solicitation request forms (i.e. RFPs, IFBs, RFIs, and RFQs) to gather pertinent information and documents from requesting County departments related to a solicitation and allows Procurement Personnel to modify or add custom fields and instructions for data collection.
2	Software allows Procurement Personnel to add to the online solicitation request forms links to other procurement reference documents, instructions, policies or procedures already available elsewhere online.
3	Software provides the ability for internal requesting County departments to request and initiate a solicitation (i.e., RFPs, IFBs, RFIs, and RFQs), provide a scope of work, proposal format requirements, evaluation criteria, other pertinent information determined by the Procurement Department, upload documents to be used in the solicitation, and collaborate with Procurement to develop a draft solicitation.
4	Software gives requestors the ability, at the time of the request, to 1) select recommended potential Offerors from the County's Supplier database, 2) select recommended potential Offerors from a larger supplier database provided by the Contractor, and/or 3) enter contact information for recommended potential Offerors not already available in the existing databases.
5	Upon receipt of a solicitation request, Software automatically sends a customizable e-mail response to requestor e-mail address and copies any other e-mail addresses specified by the User in the request.
6	Software allows Procurement Personnel to assign a Procurement Representative to a request and automatically notifies requestor when a request has been assigned.
7	Software provides a workflow process whereby, upon submitting a request, Users can also request that Department managers appoint an evaluation committee chair and evaluation Committee members and request a written determination for the use of an RFP from the Chief Purchasing Officer.
09	Solicitation Publishing, Administration, and Receiving Responses
1	Software allows for the upload of existing County solicitation templates.
2	Software allows Procurement staff to deploy, publish online, administer, and receive responses for different types of online solicitation request forms (i.e., RFPs, IFBs, RFIs, and RFQs).

SECTION AND REFERENCE #	FUNCTIONALITY
3	Software automatically assigns a URL to a published solicitation.
4	Software allows County to generate a shorter URL for solicitations for ease of publishing and sharing the web address.
5	Software provides the ability to track progress of the solicitation through different steps (e.g., advertising, pre-proposal, evaluation, award, etc.) so that the County, suppliers, and the public can easily see where in the process a solicitation may be.
6	Software allows Procurement Personnel to send copies of solicitations to persons that have formally requested from the Procurement division.
	Software allows County to notify both registered and non-registered suppliers when distributing solicitations.
7	Software allows Procurement staff to share changes to critical information such as timelines, deadlines, addenda, answers to questions, changes, and pre-proposal/pre-bid information directly with identified Suppliers and to the general public.
8	Software allows solicitations to be cancelled, marks them clearly as "Cancelled" on the website wherever they may be viewed by Users, and allows Procurement staff to notify previously notified potential proposers/bidders when cancelled.
9	Software allows Procurement staff to create standardized electronic online checklists, forms, cost worksheets, or questionnaires for solicitations that can be either required or optional for proposers/bidders.
10	Software allows potential proposers/bidders to submit question for specific solicitations and allows Procurement staff and Project Managers to respond with answers to all potential proposers/bidders through an online Question and Answer ("Q&A") tool.
11	Questions and answered addressed through a Q&A tool can be compiled and/or downloaded to become part of the record for the solicitation as addenda to the solicitation.
12	Software allows for the inclusion virtual pre-proposal meetings or post-submission interviews through integration with a third-party virtual meeting service (e.g., Zoom, GoToMeeting, WebEx, MS Teams, etc.).
13	Software allows Suppliers to submit responses (i.e., proposals, bids, quotes, qualifications information) through electronic sealed bidding or submissions.
14	Software automatically notifies, via e-mail, Procurement staff, proposer/bidder, and others as determined necessary by Procurement staff when a response has been received and automatically notifies those parties when a response was not received timely by the deadline or automatically closes submissions at a date and time determined by Procurement staff.
15	Multi-Step Sealed Bidding. Software shall support County's ability to issue multi-step bids. When it is considered impractical to prepare initially a purchase description to support an award based on price, an IFB may be issued requesting the submission of unpriced offers, which may include a separate sealed price proposal, or may be followed by an IFB limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
16	Multi-Step RFPs. Software shall support County's ability to issue multi-step RFPs. When, because of the unique set of qualifications needed the Chief Purchasing Officer considers it impractical to prepare initially a solicitation which includes price, an RFP may be issued requesting the submission of statement of qualifications (SOQs) which include a separate sealed price proposal, or may be followed by an RFP limited to those offerors whose offers have been determined by the Evaluation Committee to be qualified under the criteria set forth in the first solicitation.

SECTION AND REFERENCE #	FUNCTIONALITY
10	Analyze, Evaluate, Tabulation, Selection
1	Software provides the ability to share bids/proposals and all related documents with Evaluation Committee members.
2	Software allows online meetings to be embedded directly within the Software for both public bid openings and private proposal openings with one or more witnesses.
3	Software automatically generates, as applicable, a register of proposals (for RFPs), which includes the company name, address, and names of witnesses to the opening; and a record of bids received (IFB), which shall include the names of witnesses to the opening, any public present, and the amount of each bid.
4	Software provides a tool for Evaluation Committees to clearly define evaluation factors and assign weighted scoring to each factor.
5	Software provides a tool for each Evaluation Committee member to enter their individual scores and will provide a final Evaluation Committee tabulation sheet with aggregated averaged scores.
6	Software's evaluation scoring and tabulation tool allows Procurement staff to include a preference multiplier to total scores when applicable for certain qualifying proposers/bidders.
7	Software allows evaluation scores to be created for multi-step sealed bidding and multi-step RFPs where multiple scores for different criteria at each step are defined by the Evaluation Committee.
8	Software provides a method by which evaluation committees can request clarification electronically from responsible and responsive offerors to ensure full understanding and confirmation with the solicitation requirements for the purpose of obtaining best and final offers.
9	Software provides a method through which recommended awardees can be notified and informed of next steps prior to award without disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation.
10	Software provides a method through which non-recommended Offerors can be notified and informed that they were not selected.
11	Drafting, Reviewing, Producing, and Executing Contracts and Amendments
1	Software provides a tool to automate the drafting and review of contracts and amendments.
2	Software allows County to customize different contract and amendment templates based on the type of contract (e.g., construction contract, software contract, services contract, etc.).
3	Software allows contract and amendment templates to be edited as needed per contract to include terms and conditions specific to individual contracts.
4	Software allows information from solicitations and submitted in proposals to automatically populate designated fields and sections of contracts and amendments as determined by Procurement.
5	Software provides a workflow for reviewing and editing draft contracts and amendments between Procurement, user departments, Attorney's Office, contractor, and others both internally and externally as necessary.
12	Contract and Amendment Management and Metrics
1	Software provides a tool to track pertinent contract details throughout the lifecycle of a contract, which may include, but is not limited to the following details in Section 12 Items 1.1 – 1.9:
1.1	Governing body approval dates

SECTION AND REFERENCE #	FUNCTIONALITY
1.2	Execution dates
1.3	Term start and end dates
1.4	Insurance requirements and ability to upload Certificates of Insurance.
1.5	Bonding requirements and ability to upload bond documents.
1.6	Ability to upload and store other contract related documents, attachments, or exhibits, which may be large files.
1.7	Ability to track contract key performance indicators (“KPIs”) and activity.
1.8	Ability to track spend against a contract.
1.9	Ability to track other relevant information needed by County.
2	Ability to upload contract data, from a .CSV file or some other format, from the County's ERP System, which might include, but is not limited to, invoices, purchases or requisitions issued against a contract.
3	Ability to integrate directly with County's ERP System, as an optional service, if requested by County, to sync Contract related information in real-time, which might include, but is not limited to, invoices, purchases or requisitions issued against a contract.

**Exhibit D
County Technology Standards
AGR23-47**

The following County Technology Standards marked as “Required” shall be supported by the Contractor, throughout the Term of this Agreement. The table below indicates the Contractor has either agreed to a specific standard or a standard has been agreed by County to not be required or not applicable to this Agreement.

STANDARD REQUIREMENT		Required (“Yes”)	Not Applicable (“N/A”)
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 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. Departments shall be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.		N/A
Server Hardware (On-Premise)	Preferred: Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division 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 IM Division 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.		N/A
Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).		N/A
Network (On-Premise)	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.		N/A
Remote Network Access (On-Premise)	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. Contractor support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.		N/A
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.	YES	

STANDARD REQUIREMENT		Required ("Yes")	Not Applicable ("N/A")
Desk Hardware (On-Premise & Hosted)	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 8 GB RAM, Intel integrated graphics 1280 capable video minimum, display port, input or HDMI, 4 USB 2/3 ports. Support deployment onto Virtual Desktop Infrastructure (VDI) platform, specifically cloud-based platforms from Microsoft Azure, Amazon Web Service (AWS) or Google Cloud Platform.	YES	
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP).	YES	
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. Google Chrome is the county standard. New web Applications must be based on HTML5. Applications requiring Internet Explorer, Microsoft Silverlight, Java and Flash are not supported. Web applications requiring .NET framework shall not be considered. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	YES	
Database Software Products (On-Premise)	Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations shall 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. Contractor software must be maintained to run on a supported platform service level as defined by Microsoft. <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Contractor 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 Contractor software component install is necessary on the database server, a standalone installation shall be required. • Contractor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the Contractor. Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.		N/A

STANDARD REQUIREMENT		Required ("Yes")	Not Applicable ("N/A")
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	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.		N/A
Intranet: Collaboration and Web Publishing (On-Premise & Hosted)	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that shall integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Contractor software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site Contractor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SharePoint Online.	YES	
Productivity Software (On-Premise & Hosted)	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Contractor software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.		N/A
Email (On-Premise & Hosted)	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise Contractor 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 Contractor specific software is necessary, preference is for SMTP relay to be hosted by Contractor. The Contractor 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 M365 product.		N/A
Geographic Information Standards (GIS) (On-Premise & Hosted)	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.		N/A
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.		N/A
Security & SSL (On-Premise & Hosted)	Intranet devices must be capable of multi-factor authentication (MFA) using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure Endpoint Antivirus and Antispyware Enterprise	YES	

STANDARD REQUIREMENT		Required ("Yes")	Not Applicable ("N/A")
	<p>software are used on all intranet computing devices; Contractor solutions shall work in conjunction with stated antivirus products.</p> <p>SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA.</p> <p>Devices requiring wireless access must a) be domain integrated or b) can 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).</p>		
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310		N/A
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.		N/A
Hosted/Cloud Based Services	<ul style="list-style-type: none"> Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), in Government Cloud (GCC) where required. CSP data centers must be located within the United States. 	YES	
	<ul style="list-style-type: none"> Enterprise-wide applications shall be capable of Active Directory integration for user authentication and utilize County's MFA. 	YES	
	<ul style="list-style-type: none"> Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored 	YES	
	<ul style="list-style-type: none"> Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format. 	YES	

Exhibit E
Confidential Information Disclosure Statement
AGR23-47

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:	Jaspal Saraw	Derrill Rodgers
Title:	Chief Sales Officer	Deputy Chief Purchasing Officer
Address:	363 W. Erie St., Floor 7	101 Camino Entrada, Bldg. 3
City/State/Zip:	Chicago, IL 60654	Los Alamos, New Mexico 87544
Email:	Jas.saraw@eunasolutions.com	derrill.rodgers@lacnm.us

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit F
Service Level Agreement
AGR23-47

This Service Level Agreement (“SLA”) is a policy governing the use of the Software between Contractor (“us” or “we”) and users of Software (“County” or “you”). Any amendments or revisions to this SLA will be in writing and agreed to by both parties.

Contractor is committed to providing reliable high-performance managed services to our customers. Our SLA has been designed to ensure the highest quality service and to provide compensation to the County in the event of failure to achieve the specified metrics herein.

1. SERVICE COMMITMENT.

- a. **Service Availability.** Contractor will use commercially reasonable efforts to make the Software available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any monthly billing period. In the event Contractor does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.
- b. **Data Redundancy.** Contractor will use commercially reasonable efforts to provide at a minimum one (1) redundant data store for County Data, updated on a daily basis, during the period of the Term.
- c. **Data Storage Term.** Contractor will store all County Data as provided herein and in accordance with the Agreement.
- d. **Data Exportation.** Contractor will use commercially reasonable efforts to provide (i) the access or means for the County to export the County Data out of the Software or (ii) a comprehensive export of all County Data in downloadable Excel and ZIP formats upon request.

2. SERVICE AVAILABILITY DEFINITIONS.

- a. **Server Outage.** A “Server Outage” is defined as an instance in which no traffic can pass in or out of the Contractor managed server(s) for more than 15 consecutive minutes (“Service Unavailable”). We will calculate the Service Unavailable for County as a percentage for each fifteen-minute period in the monthly billing cycle. The calculation of the number of Server Outages will not include outages that arise directly or indirectly as a result of any of the SLA Exclusions (as defined below).
- b. **Monthly Uptime Percentage.** The “Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Service Outage from each fifteen-minute in the monthly cycle.

3. SERVICE CREDITS. “Service Credits” are calculated as a percentage of the total charges paid by you to Contractor for the billing cycle in which the error occurred in accordance with the schedule below.

- a. Service Credit Percentages:
 - i. For Monthly Uptime Percentage equal to or greater than 99.0% but less than 99.5% - Service Credit of 1%
 - ii. For Monthly Uptime Percentage less than 99% - Service Credit Percentage of 5%.

- 2) We will apply any Service Credits against future Contractor payments otherwise due from you unless there are none, in which case Service Credits will be refunded. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 United States Dollar). Service Credits may not be transferred or applied to any other customer.

1. **SERVICE CREDIT PROCEDURE.** To receive a Service Credit, you must submit a request by sending an e-mail message to support@gobonfire.com. To be eligible, the credit request must (i) include your account URL in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of each outage; and (iii) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us, we will issue the Service Credit to you within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

2. **SERVICE COMMITMENT EXCLUSIONS.** The Service Commitment does not apply to any unavailability, suspension, termination of Software, or any other Software performance issues (i) that result from Downtime and Service Suspensions as defined below. "Service Suspensions" means, collectively, Contractor's right to suspend access to any portion or all of the Software at any time, on a Service-wide basis: (a) for scheduled Downtime to permit us to conduct maintenance or make modifications to any Platform Service; (b) in the event of a denial of service attack or other attack on the Platform Service or other event that we determine, in our sole discretion, may create a risk to the applicable Platform Service, to you or to any of our other customers if the Platform Service were not suspended; or (c) in the event that we determine that any Platform Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons To the extent we are able, we will endeavor to provide you email notice of any Service Suspension and email notice regarding resumption of Software following any such suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Software; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (v) arising from our suspension and termination of your right to use Software in accordance with the terms of the Agreement. If availability is impacted by factors other than those used in our calculation of the Server Outage, we may issue a Service Credit considering such factors in our sole discretion.

**Exhibit G
Sample Amendment Template
AGR23-47**

Pursuant to Section AL., Parties shall use this Sample Amendment Template, or a similar format, when necessary to draft an amendment.

**AMENDMENT NO. X
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 23-47**

This **AMENDMENT NO. X** ("Amendment") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County or Customer"), and **Sherpa Government Solutions LLC**, a British Columbia, Canada corporation ("Contractor" or "Bonfire"), collectively (the "Parties"), to be effective for all purposes Month, Date, Year ("Effective Date").

WHEREAS, County and Contractor entered into Agreement No. AGR23-47 Electronic Bidding, Sourcing, and Contracting Software (the "Agreement"); and

WHEREAS, both parties wish to amend _____; and

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:
[ENTER AMENDED TERMS HERE]

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. X 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

INCORPORATED COUNTY OF LOS ALAMOS

Naomi D. Maestas
County Clerk

BY: _____ **Date**
Anne W. Laurent
County Manager

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

SHERPA GOVERNMENT SOLUTIONS LLC

BY: _____ **DATE**

Name: _____

Title: _____

Exhibit H
Contractor's Security Bundle
AGR23-47

(This page intentionally left blank)



BONFIRE SECURITY OVERVIEW

I

Our Commitment

Bonfire has been trusted with \$10's of billions purchasing decisions to date by a range of public and private organizations in Canada, the USA, and internationally. Our top priority has been ensuring a safe, private, and performant cloud / SaaS product. This priority remains unchanged while we expand our client base and product functionality now and in the future.

We recognize the sensitive and mission-critical nature inherent in our clients' use of Bonfire, and have implemented specific policies and practices that govern our infrastructure and activities. A summary of our security and stability practices can be found in the section below.

Our Practices

The table below is a summarization of the major security and stability practices at Bonfire. Also refer to the attached Policies.

Commitment	Practices
<p>We protect your data</p>	<p><i>Encrypted data transmission and storage</i> Data transmission only occurs over 256-bit SSL encrypted connections; Bonfire servers are configured to switch any unencrypted requests over to an encrypted connection. The data is stored in an encrypted state upon arriving on the servers.</p> <p><i>Multiple redundancies</i> All data entered into Bonfire is regularly backed-up to physically external backup systems with multiple redundancies. Documents are backed-up instantly upon upload; database data is backed-up hourly.</p> <p><i>Robust session management</i> Bonfire manages user sessions and utilizes a role-based permission system to enforce security.</p> <p><i>Network-based security and monitoring</i> Traffic to Bonfire's server first pass through a network security layer that inspects the traffic for common attacks, blocking suspected attackers and providing notifications to our technical team.</p> <p><i>User permission checks</i></p>

Bonfire

	<p>Each page view and action in Bonfire checks a user’s permissions in order to make sure they are allowed to view / act in the manner attempted.</p> <p><i>User passwords hashed</i> User passwords in Bonfire are hashed and stored using Bcrypt, an algorithm highly resistant to high-speed brute force attacks. At no time are any passwords stored in plain text in the application.</p> <p><i>Physical security practices</i> Our datacenters are chosen to adhere to our requirements (see below). No servers are located in Bonfire offices.</p> <p><i>Strict Network Security</i> Our production networks use security best practices including network isolation, private subnets and least privilege firewalls.</p>
<p>We regularly update our infrastructure</p>	<p>We regularly monitor our technology stack for issued patches/updates, and update our systems accordingly. Minor updates and security patches are applied automatically.</p>
<p>We have fail-over systems in place and tested</p>	<p>In the unlikely but possible event that our systems become unavailable users shown a page with instructions to contact Support by Email or Phone. Clients are contacted in accordance with our Support & Incident Management Policy.</p>
<p>We provide guaranteed exports of data</p>	<p>Bonfire does not own the data input into the tool; the organization remains full legal owner of the data, as stipulated in the Order Form Terms and Conditions. In that light, Bonfire provides numerous ways an organization can export their data including (1) mechanisms to download the supplier files, scoring summaries, and other project data at any time from within the tool, and (2) the guarantee that we will provide a mass data export (to DVD or hard drive) in the event that an organization ceases using Bonfire (upon request).</p>
<p>We continually monitor system for errors and performance</p>	<p>We continually monitor our application and infrastructure load and performance. In the event of an application error, our technical team is notified automatically (both for server-generated errors and client-generated errors [e.g. JavaScript errors]). Logs are processed using a centralized log management system.</p>

Bonfire Security Policies

Bonfire has a number of security policies to provide additional details in specific areas. Please refer to the table below.

Bonfire

Policy	Version	Commitment
Backup	0.0.1	We commit to a robust set of back up practices.
Communication Standards	0.0.4	We adhere to strict standards on communication response times.
Data Centre Supplier Requirements	0.0.2	We only choose compliant datacenters. Note that the storage of your data occurs at a site appropriate to your location: Canadian organizations' data is stored in Canada, USA organizations' data stored in USA, European/Asian organizations' data stored in the EU. This is specified on your Order Form.
Data Destruction	0.0.6	We abide by a defined Data Destruction Policy.
Data Encryption	0.0.1	We Encrypt your data in transit and at rest.
Email	0.0.2	Our commitment to the security of your data extends to the use of email.
EU GDPR Policy	0.0.1	We comply with the European General Data Protection Regulation.
Internal Data Access	0.0.2	We enforce specific Internal Data Access Policies.
Physical Security	0.0.2	We treat physical security seriously and abide by a Physical Security Policy.
Redundancy and Fault Tolerance	0.0.1	We implement multiple strategies to ensure our services and your data is available.
Risk Management	0.0.1	We actively manage risk.
Security Overview	3.1.9	(This policy)
Support & Incident Management	0.0.4	We abide by a defined Support & Incident Policy.

If you'd like more detailed information about our security and stability practices, please either submit a Support Request from within Bonfire or contact us at Support@GoBonfire.com with your question or comment.



BONFIRE BACKUP POLICY

I

Table of Contents

INTRODUCTION	5
DATA TYPES	5
DATABASE	5
DOCUMENTS AND FILES	5
BACKUP FREQUENCY	5
REDUNDANCY	5

Bonfire

Introduction

This document provides an overview on Bonfire’s policies and processes regarding the back up of data.

Data Types

Database

Databases are backed up via two mechanisms; the first is real time replication to a secondary database (under a master-slave configuration) in a geographically distinct location, the second is a periodic dump of the database.

Documents and Files

Upon upload, all documents and files are immediately placed in multiple redundancy storage.

Backup Frequency

The frequency of data backup depends on the data type.

Data Type	Frequency	Retention
Database – replication	Continuous	Permanent
Database – dump	Hourly, Daily, Weekly, Monthly	Rolling – keep last dump for each frequency
Documents and Files	Continuous	Permanent

Redundancy

All backup data is stored in a separate location from its source. Backup data is stored in a geographically redundant nature, meaning that multiple copies of the backup data are stored in distinct locations to safeguard against storage failure including facility wide failure.



Communication Standards Policy

I

Table of Contents

PURPOSE OF DOCUMENT	7
DEFINITIONS	7
CORE BUSINESS HOURS	7
HOLIDAYS	7
INCIDENT RESPONSE STANDARDS	7
EVENT NOTIFICATION	7



Purpose of Document

The purpose of this document is to define communication standards which Bonfire will commit to. These standards are referred to in other policy documents, which describe which standards will be met under different scenarios.

Definitions

Core Business Hours

Core business hours are 8:00 a.m. to 8:00 p.m. EST/EDT (UTC-5, UTC-4 during daylight savings), Monday through Friday. All durations in this document are in business hours/days.

Holidays

Public holidays are not considered a part of core business hours. Such holidays are not included in any durations in this document.

Incident Response Standards

The following standards apply to the response to and handling of incidents impacting customers.

Level		Incident A	Incident B	Incident C
Response Within	Initial Response	1 hour	1 hour	1 hour
	Start Work	2 hours	4 hours	1 day
	Resolution	2 days	3 days	4 days
Compliance Target		100%	100%	100%
Communication Methods		Email to the primary contact notifying of the incident and process to resolve. Phone available for follow up communication.		
		Email and phone to primary contact for Organizations with opportunities closing within 3 days. Organizations will be contacted in order of project close date (most immediate close date first).		

Event Notification

The following standards apply to notification of events that have happened or will happen.

Level	Planned A	Planned B	Planned C	Unplanned A
Response	1 week prior	3 days prior	1 day prior	3 days after
Compliance Target	100%	100%	100%	100%

Bonfire

Communication Methods	Email to the primary contact notifying of the event. Phone available for follow up communication.
-----------------------	--



Data Centre Supplier Requirements Policy

I

Table of Contents

INTRODUCTION	10
MINIMUM REQUIREMENTS	10
ADDITIONAL REQUIREMENTS	11



Introduction

This document details Bonfire’s minimum requirements for use of third-party data centers in the delivery of its software and services. The document serves as (1) an internal guide for Bonfire staff in choosing appropriate data center suppliers, and (2) an assurance to Bonfire’s customers and partners that appropriate data center suppliers are utilized in the delivery of its software.

Minimum Requirements

The following requirements are the Minimum Performance Levels (MPLs) acceptable for a data center to be approved for use in Bonfire’s product delivery:

Connectivity Requirements	MPL
Connectivity – Bandwidth Provider	‘Tier 1’ bandwidth provider connection (also known as ‘transit-free network’ connection)
Connectivity – Server Incoming Bandwidth	100 Mbps incoming connection
Connectivity – Server Outgoing Bandwidth	100 Mbps outgoing connection
Connectivity – Availability	99.9% up-time guarantee
Connectivity – Scheduled Maintenance Notice	48 hours notice

Security & Data Integrity Requirements	MPL
Security – Security Monitor	Network-based, OS integrity checks, intrusion detection.
Security – Physical Access to Servers	Restricted to authorized personnel only. Physical security system in place to prevent unauthorized physical access.
Data Integrity – Access By Data Centre Staff	Prohibited except with explicit permission
Data Integrity – Data Access Logs	Log all data center staff access to server
Data Integrity – Information Sharing	Information sharing with third parties strictly prohibited.

Hardware Requirements	MPL
Hardware – Power Supply	2x redundant power supply to server. Backup power system capable of providing five (5) days uninterrupted power to server.
Hardware – Parts Replacement	Faulty or defective parts of server replaced within defined service windows or pre-emptively as part of scheduled maintenance.

Bonfire

Support Requirements	MPL
Support – Active Monitoring	24 / 7 monitoring by on-site technicians year- round
Support – Phone & Email Availability	24 / 7 phone support, year-round 24 / 7 email support, year-round
Support – Minimum Response Time (Level 1 Issue*)	1 hour or less
Support – Minimum Response Time (non-Level 1 Issue*)	12 hours or less

* Level 1 in this context refers to total server unavailability or faulty components.

Additional Requirements

In addition to the above, Bonfire’s choice of data center suppliers may also be subject to the following conditions / restrictions:

Additional Requirements	MPL
Location of Data Centre	Data center must be located in specific country or region (e.g. Canada, USA, Europe, etc.). This requirement is specified on a Customer’s Order Form.
Server Specifications	Data center must offer servers with suitable technical specifications for a particular deployment (e.g. RAM, CPU speed, etc.).



Data Destruction Policy

I

Table of Contents

INTRODUCTION	13
TYPES OF SENSITIVE DATA	13
ELECTRONIC DOCUMENTS	13
PHYSICAL DOCUMENTS	13
ELECTRONIC DATA	13
ELECTRONIC BACK-UPS	13
METHODS OF DESTRUCTION	13
ELECTRONIC DESTRUCTION	13
PHYSICAL DESTRUCTION	13
AUTHORIZED DESTRUCTION	13
AFTER RETENTION PERIOD	2
PURGING LOCAL SYSTEMS	13
UPON CUSTOMER REQUEST	14
AFTER SYSTEM MIGRATION	14
EXISTENCE OF META-DATA	14
HARDWARE DECOMMISSIONING	14
OTHER DESTRUCTION INSTANCES	3

Bonfire

Introduction

This document details Bonfire's data destruction policy for securely permanently deleting / removing sensitive customer documents and data. This document serves as (1) an internal guide for Bonfire staff in managing these activities, and (2) a clear and understandable service level commitment for customers.

Types of Sensitive Data

Electronic Documents

Includes all client files uploaded into Bonfire, and their derivatives (e.g. our intermediate document format). Includes all exported reports and summary files that remain on Bonfire systems.

Physical Documents

Includes all physical artifacts Electronic Documents that Bonfire has exported to a physical medium (i.e. paper) for internal purposes.

Electronic Data

Includes all client data stored in Bonfire's database(s) for the customer.

Electronic Back-ups

Includes all back-ups of Electronic Documents and Electronic Data. Bonfire preserves multiple physically disparate concurrent back-up systems.

Methods of Destruction

Electronic Destruction

All digital assets are securely destroyed with Unix **srnm** utility with a minimum of 35 passes. This is consistent with DoD 5220.22-M clearing process. Note that due to the multi-tenant nature of the application, destruction of customer data does not imply clearing of the entire physical storage device.

Physical Destruction

All physical assets destroyed with cross-shredding and using a secure disposal service (NAID certified) for protected removal of the paper.

Authorized Destruction

Data will only be destroyed only in the following authorized cases. All data destruction activities are logged and audited by Bonfire.

Purging Local Systems

From time to time, sensitive customer data is mirrored onto local systems for troubleshooting or maintenance purposes. All sensitive data is destroyed locally immediately upon task completion.

Bonfire

Upon Customer Request

When explicitly requested by the customer's Primary Contact, in writing, Bonfire will destroy the specified data as requested.

After System Migration

If Bonfire is migrating the customer data to a new system / server, all the data on the old system / server are destroyed and the hard drives reformatted as defined by Electronic Destruction.

Existence of Meta-Data

After deletion of customer data, meta-data relating to customer data may persist. Any such data is anonymized, aggregated and non-identifiable. Bonfire may use such information to improve performance of the application.

Under no circumstances will such meta-data include personally identifiable information, specific financial information or sensitive data.

Hardware Decommissioning

When production hardware containing customer data is decommissioned, data on the hardware is destroyed. This does not imply that all instances of such data is destroyed, only that the instances of data on the hardware is destroyed prior to its disposal.

Bonfire uses data centers that commit to best practices for data destruction in this scenario – following standards outlined in DoD 5220.22-M, NIST 800-88 or similar for sanitization of data.



Data Encryption Policy

I

Table of Contents

<u>1</u>	PURPOSE OF DOCUMENT	16
<u>2</u>	DATA AT REST	16
2.1	DATABASE	16
2.2	DOCUMENTS AND FILES	16
<u>3</u>	DATA IN TRANSIT	16

Bonfire

1 Purpose of Document

This document provides an overview of Bonfire's commitments and procedures relating to the handling of application data at rest and in transit.

2 Data at Rest

2.1 Database

Data in the underlying storage for Bonfire's database and its automated backups are encrypted using industry standard AES-256 encryption algorithm.

2.2 Documents and Files

Documents and files stored by Bonfire are encrypted using industry standard AES-256 encryption algorithm.

3 Data in Transit

External data transmission only occurs over 256-bit SSL encrypted connections; Bonfire servers are configured to switch any unencrypted requests over to an encrypted connection.



Bonfire Email Policy

I

Table of Contents

INTRODUCTION	18
DATA NOT SUITABLE FOR EMAIL COMMUNICATION	18
AUTHENTICATION DATA	18
CLIENT DATA	18
EMAIL ACCESS	18
NETWORKS	18
WEB BASED EMAIL CLIENTS	18
PERSONAL EMAIL	18
APPROPRIATE USE	18
SHARING/FORWARDING EMAIL	18
PHISHING/IMPERSONATION	19

Bonfire

Introduction

Email is a ubiquitous and valuable communication tool, but care must be taken to ensure that it is used in an appropriate and secure manner. Bonfire strives to ensure that email is used in a way that protects client data.

Data Not Suitable for Email Communication

Not all data is suitable to be included in emails. Care must be taken to avoid sending any such data. Such data types are explained below, including circumstances under which they may or may not be included in email.

Authentication Data

Authentication data is not to be sent via email under any circumstances. Authentication data includes; passwords, ssh keys, api keys, security question responses or any other information that may be used to authenticate against internal or external systems.

Confidential Client Data

Confidential client data may not be included in email communication with third parties without the permission of the client. When communicating with employees of the client company, information may only be disclosed via email that the employee has access to via their bonfire credentials, or that is appropriate to their position, unless permission is granted by the client.

Email Access

Networks

Bonfire Employees shall take care when using email over untrusted networks (e.g. public Wi-Fi). Sensitive communication should be conducted over trusted networks only.

Web Based Email Clients

When accessing email over web based email clients, an ssl connection with a valid certificate must be used at all times.

Personal Email

Bonfire employees shall not use Bonfire email accounts to send or receive personal emails. Bonfire employees shall not use personal email accounts to send email on behalf of Bonfire or relating to Bonfire business.

Appropriate Use

Bonfire employees will only send emails relating to their role / function. Clients are not to be contacted via email unless appropriate to the employee's role.

Sharing/Forwarding Email

Care should be taken to share or forward emails only as necessary. The same rules that apply to sending email apply to forwarding with regard to client permission and appropriate use.

Bonfire

Phishing/Impersonation

Phishing is the attempt to obtain sensitive information by masquerading as a trustworthy entity via electronic communication. Bonfire employees will take care to avoid phishing attempts, in particular, email addresses in client communication will be verified against official records.



EU GDPR Policy

I

Table of Contents

<u>1</u>	<u>PURPOSE OF DOCUMENT</u>	<u>21</u>
<u>2</u>	<u>COLLECTION OF PERSONAL DATA</u>	<u>21</u>
2.1	WHAT WE COLLECT	21
2.2	DATA PROCESSOR AND DATA CONTROLLER	21
<u>3</u>	<u>PROTECTION OF PERSONAL DATA</u>	<u>21</u>
3.1	DATA PROTECTION BY DESIGN	21
3.2	DATA PROTECTION BY DEFAULT	21
3.3	TESTING OF DATA PROTECTION	22
<u>4</u>	<u>PERSONAL DATA MANAGEMENT</u>	<u>22</u>
4.1	RIGHT OF DATA ACCESS	22
4.2	RIGHT OF RECTIFICATION	22
4.3	RIGHT TO BE FORGOTTEN	22
4.4	EXERCISING RIGHTS	22
<u>5</u>	<u>PERSONAL DATA BREACH NOTIFICATION</u>	<u>22</u>

Bonfire

1 Purpose of Document

The European Union General Data Privacy Regulation provides data protection and privacy for individuals in the European Union. Bonfire is committed to complying with the GDPR. This document provides an overview of Bonfire's commitments and procedures relating to the GDPR. The complete details of Bonfire's handling of GDPR and privacy in general may be found in our Privacy Policy.

2 Collection of Personal Data

2.1 What We Collect

Bonfire collects a limited set of personal data, as necessary to carry out the application's functions. The personal data collected is minimal and is generally used for the purpose of identifying and/or communicating with users within our system. Personal data may include:

- Name
- Email address
- Phone number
- Profile picture (optional)

Additionally, information that may identify a person, such as IP addresses and user IDs, may be collected.

Our Privacy Policy gives additional details of the personal data we collect and how it may be processed.

2.2 Data Processor and Data Controller

Bonfire operates both as a data controller and a data processor. In the case where data is collected on behalf of a client organization, Bonfire assumes the role of data processor, and requests to exercise data rights should be directed to that organization.

3 Protection of Personal Data

Bonfire takes the security of all data, including personal data, very seriously. A number of approaches are taken to ensure data is appropriately protected.

3.1 Data Protection by Design

Protection of data is an important consideration and included in the design of all Bonfire systems. Data protection and security is an important part of the entire software development lifecycle.

3.2 Data Protection by Default

Bonfire treats data as private, and consequently implements the appropriate protections, by default. Data is made accessible only with careful consideration.

Bonfire

3.3 Testing of Data Protection

Bonfire regularly tests the integrity of data protection mechanisms, such testing includes code review, testing of new features and bug fixes, as well as general regression and integration testing.

Security policies, including those which may impact the protection of personal data, are reviewed on a regular basis.

4 Personal Data Management

The GDPR offers several rights to data subjects regarding their personal data. Bonfire will honor these rights.

The following sections provide detail on some of these rights and how they may be exercised.

4.1 Right of Data Access

Data subjects have the right to know if Bonfire processes any personal data concerning them, where it was collected from and for what purpose, and to whom it may have been disclosed. Upon request, Bonfire will disclose to a user this information.

Additionally, a data subject may request a copy of this data. Bonfire will provide this on request

4.2 Right of Rectification

Data subjects have the right to the correction of inaccurate personal data concerning them. Bonfire will provide this rectification without undue delay upon request.

4.3 Right to be Forgotten

Data subjects have the right to have their personal data erased where there is no legal obligation for Bonfire to retain it. Bonfire will honor these requests.

4.4 Exercising Rights

Requests to exercise rights under the GDPR may be directed to support@gobonfire.com. Please note that Bonfire is required by the GDPR to gain proof of identity from the data subject before giving effect to these rights. Bonfire will comply with requests within 30 days.

5 Personal Data Breach Notification

In the event of a personal data breach, Bonfire will disclose details of the breach to those affected in a manner that is appropriate to the nature of the breach. Please refer to our Support and Incident Management Policy and Data Processing Agreement for details.



Internal Data Access Policy

Table of Contents

PURPOSE OF DOCUMENT	2
GOVERNING STAFF ACCESS	2
EMPLOYEE ACCESS RULES	2
EMPLOYEE ACCESS LOGGING	2
ACCESS KEYS AND PASSWORDS	2
ACCEPTABLE ACCESS OF CUSTOMER ACCOUNT / DATA	2
EXPORTATION OF DATA	3
EMPLOYEE NON-DISCLOSURE AGREEMENT (NDA)	3
DEVIATIONS FROM THIS POLICY	3
GOVERNING CONTRACTOR ACCESS	3

Bonfire

Purpose of Document

This document details Bonfire's internal data access policy for managing employee access to confidential customer information. The document serves as an internal guide for Bonfire staff in managing access to sensitive customer data.

Governing Staff Access

The following items comprise the policies and processes that govern Bonfire employees' access to confidential customer data.

Employee Access Rules

Employees of Bonfire have specific user accounts for the production systems (i.e. databases and file systems on servers) that comprise the software service. These user accounts have associated permissions that govern the user's access to confidential customer data. Employees are prohibited from sharing account credentials with others.

By default, employees have no access to confidential data; only employees directly related to the activities detailed below ('Acceptable Access') are granted access rights. Such access is granted on a least privilege/need to know basis. In the event of an employee ceasing employment with Bonfire, his or her user accounts are immediately suspended.

Improper use of an employee user account is grounds for immediate termination of employment and may result in additional legal action (subject to the employment agreement and non-disclosure agreement).

Employee Access Logging

All employee access to confidential data is logged in the system being accessed. These logs are reviewed regularly.

Access Keys and Passwords

All access keys and passwords are securely stored in a password management system. Only senior technical staff possess 'root' access to production systems.

Acceptable Access of Customer Account / Data

All employee access to confidential data is limited to the following activities:

- Helping a customer resolve an issue (e.g. answering a support question, troubleshooting a potential bug, checking something by request, etc.);
- Updating a record at a customer's request (e.g. changing a user's email address for them, correcting an incorrectly inputted project parameter, etc.);
- Performing system maintenance (e.g. migrating the database to a new schema during a major update, regular data back-ups, etc.);
- Performing system monitoring and usage analysis (routine monitoring of key system components, monitoring of submission flow during a project close, analysis of usage patterns for possible feature improvements, etc.);

Bonfire

- Periodic data aggregation for reports (e.g. providing usage statistics and reports to customer);
- Anonymized usage information gathering for product development purposes (e.g. analyzing how users on aggregate use a particular feature);
- Other types of access when explicitly requested by customer.

Employees in roles that don't include the above activities do not have access to any systems containing confidential customer data.

Exportation of Data

Employees are restricted from exporting the data from the production systems or backup systems, except in the following cases:

- If a local copy of the customer's dataset is required for debugging purposes. This exportation must be approved by a senior technical executive in advance, and the local data securely deleted immediately upon task completion;
- Anonymized data to be used in testing and/or development. Prior to use, the data must be purged of all identifying information (user accounts, supplier names, documents, etc.) and is subject to prior review and approval by a senior technical executive.

During server migrations or system backups. The local data must be securely deleted immediately upon task completion.

Employee Non-Disclosure Agreement (NDA)

All Bonfire employees are bound by an NDA upon hire. Bonfire's NDA stipulates that customer data is confidential and to be treated with the same regard as Bonfire's own confidential data. No employee is authorized to access any of Bonfire's systems until (1) the NDA is signed and filed, and (2) after the employee's specified start date.

Deviations from this Policy

All deviations from these policies must be immediately reported (within 1 hour) to the affected customer upon discovery by Bonfire. Within 3 days, a complete report must be made to the customer containing (1) a detailed description of the deviation, (2) a comprehensive identification of the compromised data if any, and (3) corrective actions to be taken.

Governing Contractor Access

Any contractor or consultant employed by Bonfire is subject to the same policies and restrictions detailed for staff members.



Physical Security Policy

I

Table of Contents

OFFICE ACCESS	27
SERVER ACCESS	27
PHYSICAL COMPUTER SECURITY	27
LOCKING OF COMPUTERS	27
VISIBILITY OF CONFIDENTIAL INFORMATION	27

Bonfire

Office Access

The Bonfire office is protected by security card access and offers no street level visibility into the office. Only approved visitors are granted access to the Bonfire office and are supervised at all times.

Server Access

All Bonfire servers are hosted in off-site data centers that meet strict security requirements (see the Data Centre Supplier Requirements Policy).

Physical Computer Security

While all servers are located off-site, the physical security of employee computers remains an important consideration.

Locking of Computers

Bonfire employees are not to leave computers unlocked for any length of time. Unless directly attended, computers must be locked requiring a password to unlock.

Visibility of Confidential Information

Bonfire employees will take care that computers are not used in a location that may allow viewing of confidential data by unauthorized parties.



Redundancy and Fault Tolerance Policy

I

Table of Contents

<u>1</u>	<u>PURPOSE OF DOCUMENT</u>	<u>29</u>
<u>2</u>	<u>LOAD BALANCING</u>	<u>29</u>
<u>3</u>	<u>DATABASE REDUNDANCY AND FAULT TOLERANCE</u>	<u>29</u>
3.1	DATABASE FAIL-OVER	29
3.2	DATABASE REPLICATION	29
3.3	DATABASE BACKUPS	29
<u>4</u>	<u>DOCUMENT STORAGE</u>	<u>29</u>

Bonfire

6 Purpose of Document

The purpose of this document is to Bonfire's approach to ensuring the availability and integrity of its systems. This is achieved both through fault tolerance (the ability of the system to continue to operate in the presence of various issues) and redundancy (having duplication of critical components).

7 Load Balancing

Bonfire application servers run through a load balancer, this means that requests made to the application are sent to a service that distributes the requests between multiple redundant servers. The load balancing service continuously runs health checks against these servers and will stop directing requests to any server that is deemed unhealthy. In the event of server failure, requests are simply routed to the remaining health servers.

The load balancing service itself is robust, automatically scaling and highly fault tolerant.

8 Database Redundancy and Fault Tolerance

8.1 Database Fail-Over

Bonfire utilizes a relational database service that provides a seamless failover feature. The database exists in two geographically separate locations with one of these instances actively serving application data requests. If the active instance is in a failure state or is unavailable, the service will automatically fail-over to the second instance.

8.2 Database Replication

In addition to the fail-over capability, Bonfire maintains a separate read-replica of the database. If data should somehow be corrupted, or if both primary instances are unavailable, the read-replica is available for manual switch over to master status.

8.3 Database Backups

Please refer to the Backup Policy for details of how Bonfire ensures additional redundancy via database backups.

9 Document Storage

Bonfire uses a document storage service that is both redundant and fault tolerant, including geographically distinct storage. Data integrity is regularly checked and any corrupt data is repaired using redundant data.



Risk Management Policy

I

Table of Contents

OVERVIEW	31
PURPOSE	31
DEFINITION OF RISK	31
RISK APPETITE	31
RESPONSIBILITIES FOR RISK MANAGEMENT	31

Bonfire

Overview

In an environment of significant change, it is essential that Bonfire recognizes importance of assuming a reasonable level of risk if it is to fulfill its vision, mission, and strategic priorities. In order to grow and continue to be a best-in-class product, Bonfire needs to push forward which often involves taking risks. Not all risk can be transferred to third parties through insurance policies, contracts or waivers, as such the management of residual risk at all levels of the organization is imperative.

Purpose

Bonfire is committed to building increased awareness and a shared responsibility for risk management at all levels of the organization. This policy is intended to assist in decision making processes support the acceptance of risk, improve the management of existing uncertainty and the approach to new opportunities.

Definition of Risk

Bonfire defines risk as the possibility that an uncertain event, action or set of circumstances which, if to occur, would have a material adverse effect.

Risk Appetite

Bonfire is entrusted with sensitive business information from our clients, as well to run and maintain an application for a time sensitive business process. As such, Bonfire has a low appetite for risk.

Our internal motto on this is; *“Never break anything and figure out how to move as fast as possible.”*

We recognize by taking a lower appetite for risk can sometimes be – and is seen as – a trade-off for the ability move quickly. Given the increase of high profile data breaches within the industry in recent years, now more than ever it is important to take a stance of having a low appetite for risk.

Responsibilities for Risk Management

Every staff member of the Bonfire is responsible for the effective management of risk including the identification of potential risks. Managers and Executives are responsible for the development of risk mitigation plans and the implementation of risk reduction strategies. Risk management processes should be integrated with planning processes and management activities.



Support and Incident Management Policy

I

Table of Contents

PURPOSE OF DOCUMENT	33
KEY DEFINITIONS	33
DOWNTIME	33
SOLUTION MAINTENANCE	33
SOLUTION PATCHES	33
COMMUNICATION STANDARDS	33
SUPPORT PERFORMANCE	33
TIER 1 INCIDENTS	33
TIER 2 INCIDENTS	33
TIER 3 INCIDENTS	33
SUPPORT REQUESTS	34
MAINTENANCE WINDOWS AND SERVICE NOTIFICATIONS	34
UNPLANNED EVENT NOTIFICATION	34
SECURITY AND PRIVACY BREACH NOTIFICATION	34
PRIVACY AND SECURITY	35
MITIGATION	35
DOCUMENTATION	35
DISASTER RECOVERY AND SYSTEM RECOVER	35
DISASTER RECOVERY	35
SOLUTION RECOVERY	35

Bonfire

Purpose of Document

This document details Bonfire's support and incident management policy and processes for dealing with customer support, privacy and security, maintenance, and disaster recovery. The document serves as (1) an internal guide for Bonfire staff in managing these activities, and (2) a clear and understandable service level commitment for customers.

Key Definitions

Downtime

Complete unavailability of web channel to the user as measured at the Bonfire platform's internet access point. Network unavailability from user to the web server is not included. Downtime may be planned (as in the case of maintenance) or unplanned (as in the case of disaster). An outage must persist for more than 15 minutes to be considered downtime.

Solution Maintenance

Includes major maintenance activities, improvements, and/or upgrades to core platform and/or features. May require downtime. May cause changes in how customer operates business processes / workflows in Bonfire.

Solution Patches

Includes minor maintenance activities, improvements, and/or upgrades to core platform and/or features. Does not require downtime. Does not cause changes in how customer operates business processes / workflows in Bonfire.

Communication Standards

This document references communication standards which are defined in the Communication Standards Policy document.

Support Performance

Tier 1 Incidents

Tier 1 incidents have a major impact on customer ability to operate entire business processes. No work-around or manual process is available.

Communication Standard: Incident Response Level A

Tier 2 Incidents

Tier 2 incidents include minor system or component failure or malfunction causing impact on customer ability to operate significant business processes. No work-around or manual process is available.

Communication Standard: Incident Response Level B

Tier 3 Incidents

Tier 3 incidents include component failure or malfunction not causing impact on customer ability to operate significant business processes. Work-around or manual processes are available.

Communication Standard: Incident Response Level C



Support Requests

Customer support requests not relating to an incident will be responded to promptly. Start work and resolution times are dependent on the nature of the request.

Communication Standard: Incident Response Level C (for initial response only)

Maintenance Windows and Service Notifications

Bonfire will provide notification of planned maintenance and service depending on the impact to the customer and the duration of impact.

Maintenance Type	Communication Standard
Planned emergency outage.	Event Notification - Planned C
Planned emergency maintenance including but not limited to urgent patches.	Event Notification - Planned C
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of 4 hours or less.	Event Notification - Planned B
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of more than 4 hours.	Event Notification - Planned A

All solution maintenance shall be performed outside of core business hours and be no longer than 8 hours in duration.

All solution patches may be performed during core business hours, without advance notice to customer.

Unplanned Event Notification

Bonfire may need to communicate events to customers that were not planned. Such events may include, but are not limited to, the following:

- Emergency maintenance
- Internet/network outages beyond Bonfire’s control affecting the Bonfire application
- Unplanned service degradation
- Natural Disasters affecting the Bonfire application

Communication Standard: Unplanned A

Security and Privacy Breach Notification

In the event of a security or privacy breach, Bonfire will notify the affected parties. In the case of a breach involving organizational data, organization contacts or affected organizations will be notified. In the case of a personal data breach, the affected individuals will be contacted.

Communication of any such event will describe the nature of the event, the information affected, likely consequences, measures that Bonfire will take, and any recommended actions the affected parties should take.



Communication Standard: Unplanned A (from time of detection)

Privacy and Security

Mitigation

In the event of a privacy or security breach Bonfire will ensure that any compromised user account(s) are disabled immediately after a breach is discovered.

Documentation

Bonfire will provide documentation explaining the breach, its' impact, and steps that were taken in response to the breach.

Disaster Recovery and System Recover

Disaster Recovery

Requirement	Expected Service Level Value
Bonfire will ensure the mean time to recovery from an unplanned outage will be within the following period:	Four (4) hours
Bonfire will ensure that the solutions recovery time objective (RTO) allowing the solution users return to operations will be as follows:	The recovery time objective will be 1 day. Critical business functions will be resumed within 24 hours of disaster. Necessary business functions will be resumed immediately following the resumption of critical functions but no longer than 7 elapsed days. Desirable functions shall be resumed immediately following the resumption of necessary function, but no longer than 30 elapsed days following a disaster.
Bonfire will ensure that the recovery point objective (RPO) will be as follows:	The recovery point objective will be two (2) hours. The recovery point is defined at the time between the disaster event and the historical point to which data will be restored.

Solution Recovery

Requirement	Expected Service Level Value
Bonfire will ensure that after any service disruption, security breach, or other event that may impact the integrity of customer data, the solution recovery period to restore/clean/restart compromised system and data to last point of integrity will be as follows:	8 hours for tier 3 incidents, 24 hours for tier 2 incidents and 48 hours for tier 1 incidents.