



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico (“County”), and **Granicus, LLC, a Minnesota Limited Liability Company** (“Contractor”), to be effective for all purposes August 10, 2022 (“Effective Date”).

WHEREAS, the County seeks to update its web presence and requires a qualified contractor for redesign, enhancement, and hosting of its municipal website.

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. 21-32 (the “RFP”) on December 3, 2020, requesting proposals for Internet Website Replacement Project (“Project”), as described in the RFP; and

WHEREAS, OpenCities responded timely to the RFP by submitting a response dated January 5, 2021 (“Contractor’s Response”); and

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

WHEREAS, on June 15, 2021 ownership of OpenCities was transferred to Contractor, due to Acquisition by Contractor.

WHEREAS, Contractor agrees to honor OpenCities’ proposal submitted in response to the RFP and enter into this Agreement.

WHEREAS, the County Council approved this Agreement at a public meeting held on August 9, 2022; and

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

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

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. 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. “*ADA*” means Americans with Disabilities Act.

3. *"Analytics"* means the collection, reporting, and analysis of a website focusing on identifying measures based on organizational and user goals, using the website data to determine the success or failure of those goals and to drive strategy and improve the user's experience.
4. *"API"* means Application Programming Interface.
5. *"BOT"* means advanced protection provided by Imperva, which protects the Website from automated attacks.
6. *"CDN"* means Content Delivery Network.
7. *"CMS"* means Content Management System, which is an application that is used to manage website content, allowing multiple contributors to create, edit, and publish content to a website.
8. *"Content"* means the textual, aural, or visual content published on a website, including creative elements, text, applications, images, data, e-services, and audio and video files.
9. *"CRM"* means Customer Relationship Management.
10. *"Defect"* refers to a failure of the Licensed Software to substantially conform to the functional descriptions set forth in Exhibit "B" Licensed Software Functional Descriptions and Technical Specifications, attached hereto and made a part hereof for all purposes, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Contractor's maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Contractor's then-current Documentation.
11. *"DDoS"* means Distributed Denial of Service.
12. *"DNS"* means Domain Name System, which is the hierarchical and decentralized naming system used to identify computers, services, and other resources reachable through the Internet or other Internet Protocol networks.
13. *"DMS"* means Document Management System.
14. *"Documentation"* means any online or written documentation related to the use or functionality of the Licensed Software that Contractor provides or otherwise makes available to County, including instructions, user guides, manuals and other training or self-help documentation.
15. *"ECM"* means Enterprise Content Management.
16. *"Go Live"* means the Licensed Software is fully configured and implemented and the Website becomes operational and visible to the public.
17. *"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.

18. *"Imperva"* means a third-party company Contractor uses to provide cybersecurity and Website protection.
19. *"Information Architecture"* means a website's underlying organization, structure, and nomenclature that define the relationships between a site's content and functionality.
20. *"Launch"* means the steps taken after design, development and configuration to prepare the Website for Go Live.
21. *"Licensed Software"* refers to Contractor's proprietary cloud-based, Hosted Website software, also referred to herein as "OpenCities," and any related interfaces, and product upgrades, as set forth herein and licensed by Contractor to County through this Agreement.
22. *"Los Alamos County Technology Standards"* means the currently supported versions of the County hardware, underlying software and protocols identified in the Los Alamos County Technology Standards, Exhibit "E," attached hereto and made a part hereof for all purposes.
23. *"Maintenance and Support"* means the terms and conditions governing the provision of maintenance and support services that Contractor provides to all of its customers who have licensed the Licensed Software, as defined in Exhibit "C", Licensed Software Maintenance and Support, attached hereto and made a part hereof for all purposes.
24. *"SEO"* means Search Engine Optimization.
25. *"Services"* means those services set forth in Section B. of this Agreement.
26. *"Single Source of Truth"* means the practice of aggregating data from many systems within an organization to a single location.
27. *"Site Instance"* means the production Website where content is added, which will Go Live to the public upon Launch.
28. *"SLA"* means Service Level Agreement.
29. *"SSL"* means Secure Sockets Layer.
30. *"System Administrators"* means designated County employees who can control access to pages and manipulation of content as well as use automated features to streamline processes and who have access to all administrative features as shown in Exhibit "B."
31. *"Usability"* means a quality attribute that assesses how easy user interfaces are to use and can also refer to methods for improving ease-of-use during the Website design process.
32. *"Users"* means County and its employees, members, and agents who create, publish or author Website content or serve as administrators of the Website.
33. *"URL"* means Uniform Resource Locator, which is the address of a webpage.

34. *“Virtual”* means a real-time interaction that takes place over the internet using integrated audio and video, chat tools, and application sharing.
35. *“Visitor”* means any person who views/goes to the County’s Website.
36. *“WAF” means Web Application Firewall.*
37. *“WCAG”* means Web Content Accessibility Guidelines developed through the World Wide Web consortium Web Accessibility Initiative, which works to promote a high degree of usability for people with disabilities.
38. *“Website”* means the County’s collection of publicly accessible interlinked webpages created through the Contractor’s Licensed Software and hosted by the Contractor.

SECTION B. SERVICES:

1. **Software License and Functionality.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to County a limited, revocable, non-exclusive and non-transferrable license to: (i) run and use the Hosted Licensed 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 Licensed Software.
2. **Users, System Administrators, and Visitors.** Contractor provides a limited, revocable non-exclusive and non-transferable license to the County for an unlimited number of Users and System Administrators for the Term of this Agreement, which will be assigned by County, to remotely access and use the Licensed Software and, unless prohibited by law, will provide access to any person designated by County, with the exception that access to the OpenForms Enterprise, as described in Exhibit “B” shall allow a minimum of (20) Users, assigned by County.
 - a. The Licensed Software shall have the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms.
 - b. System Administrators and Users shall have the ability to access the Licensed Software through individual User accounts. Contractor shall initially assign County System Administrator accounts and permission levels during implementation. System Administrators shall then have the ability to assign accounts and permission levels to other System Administrators and Users. Users shall have the ability to modify the Website through role-based permissions and granular access control granted by System Administrators as described in Exhibit “B.”
 - c. The Licensed Software shall provide an online account registration method Visitors can use to create individual Visitor accounts to utilize citizen engagement tools and other features as described in Exhibit “B.” The Licensed Software shall allow an unlimited number of Visitors to view the Website and log in to their accounts at any given time.
3. **Warranty.**

- a. Contractor warrants that the Licensed Software shall be without material Defect(s) for the Term of the Agreement and shall substantially conform to the functional descriptions and technical specifications set forth in Exhibit "B," for the Term of this Agreement. If Licensed Software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards, to cure the material Defect, as set forth in Exhibits "C" and "D," Maintenance and Support and Web Hosting and Performance Criteria, attached hereto and made a part hereof for all purposes. Should Contractor be unable to cure the material Defect, County may terminate this Agreement for convenience and Contractor will issue a prorated refund to County of any pre-paid fees for Services after the termination date. Parties agree that termination is not the County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations stated herein.
- b. Contractor shall use commercially reasonable efforts to make sure the Licensed Software is available with a Monthly Uptime Percentage, as defined in Exhibit "C," of at least 99.9%. In the event Contractor does not meet the service commitment, County shall receive a service rebate as described in Exhibit "C."

4. Data Security and Ownership.

- a. 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 data will be in accordance with such third-party's safeguards for the protection and the security and confidentiality of County's data. At a minimum, Contractor shall maintain security and disaster recovery protocols as described in Exhibits "B" and "C," and all data and backups shall be located within the United States.
 - b. All data that: (i) is owned by County; and (ii) uploaded into the Licensed 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 Licensed Software.
 - c. Upon Agreement termination as provided herein, Contractor shall provide to County, within thirty (30) days, instructions to remove content from the Website. County must remove its data from the Licensed Services within thirty (30) days of Agreement termination. Contractor may destroy County Data in their system after such period.
5. **Support.** Contractor shall provide, as part of the licensing fee, the product maintenance and support as described in Exhibit "C."
6. **Future 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.
7. **Implementation and Training.** Contractor shall commence Implementation and Training on a mutually acceptable date, promptly following the Effective Date of the Agreement, based on the availability of Contractor and County. Contractor shall complete Implementation and Training, pursuant to a Project Schedule and Plan approved by the Parties, as provided herein. The Parties estimate that a successful Go Live date will occur

no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing. Contractor shall provide County, at a minimum, the following Implementation Services, fees for which shall be charged in accordance with Exhibit "A":

- a. **Website Design and Development.** Contractor shall assign an Implementation Team to County, whose members may include, but not be limited to, a dedicated Project Manager, Consulting Practice Lead, and Product Application Specialist. County shall identify for Contractor the County's Project Team members and Project Manager. Members of both Teams shall participate in Virtual joint planning and status meetings throughout Implementation, at dates and times to be coordinated by both parties. Contractor shall present to County for review and approval in writing, all implementation, design, and configuration plans prior to Contractor execution of said plans.
- b. Contractor's Implementation Team shall maintain communication with County as needed throughout Implementation through e-mail, Virtual meetings, phone calls and a Project management tool that provides centralized Project communication and task management in a cloud-based Project workspace;
- c. Contractor shall demonstrate for the County's Project Manager how both will use Contractor's Project management tool for Project communication and shall supply a login name and password for the County Project Manager and other County staff.
- d. **Implementation Schedule.**
 - 1) **Phase 1: Kick-off, Discovery, and Data Analysis.** The Kick-off, Discovery, and Data Analysis Phase shall include, at a minimum, the following:
 - i. Within an estimated two (2) weeks after the Effective Date of the Agreement, in consultation with County, Contractor shall schedule a Virtual Project kick-off meeting between Contractor's implementation Team and County's Project Team, at dates and times to be determined by both parties. During the kick-off meeting, parties shall perform, at a minimum, the following tasks:
 - a. Confirm the Project scope and implementation process;
 - b. Define Project responsibilities and expectations for both Teams;
 - c. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring on-line in a virtual format.
 - d. Define the approval process to be used during the Project;
 - e. Discuss the Services and additional modules requested by County from Exhibit "A" Table 1, define the schedule, milestones, and deliverables for implementing these optional Services and modules.

- f. Discuss the content migration strategy;
 - g. Discuss the website content audit process;
 - h. Discuss and agree upon the Website Launch Checklist, to be provided by Contractor; and
 - i. Determine dates for beginning and completion of Project phases, key meetings, approval dates and deliverables.
- ii. Within an estimated five (5) business days after the Kick-off meeting, Contractor shall provide to County Project Manager a customized Project Schedule and Plan that reflects the detailed Project scope, all tasks to be performed by both Parties, meeting coordination, action item return and completion requirements, approval dates, deliverable and milestone dates, and other factors identified by both Parties during the kick-off meeting. The Project Schedule and Plan shall conform substantially to Contractor's proposed Project Schedule shown in Exhibit "G," attached hereto and made a part hereof for all purposes, and shall include all tasks defined in Phases 1 – 5 herein, and estimated maximum durations for each, and deliverables with an estimated successful Go Live date of no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing.
- iii. Upon County Project Manager's written acceptance of the Project Schedule and Plan, the Parties will use reasonable efforts to ensure that all subsequent tasks described herein and included in the Project Schedule and Plan shall be completed according to the approved schedule for Implementation, with the exception that at any time during the Project, the County shall have the ability to modify the Project Schedule and Plan to extend the days needed to complete tasks or phases.
- iv. Contractor shall review the County's Website Information Architecture to develop a cohesive strategic approach to prioritizing content to develop a comprehensive navigation structure for the Website and create an actionable migration strategy for Phase 2. The review process shall include, but not be limited to an analysis of the County's Website Google Analytics; Visitor research and Visitor testing, including a Visitor survey; and other industry best-practice methodologies recommended by the Contractor.
- v. Contractor shall develop a recommended Visitor survey and outreach approach for County to engage Visitors or Visitor groups identified by County to engage a diverse group of community members and identify Visitor needs and goals during the design process in Phase 2. County shall administer the survey and collect results after County approval of the recommended survey and outreach approach.

- vi. Contractor shall, using the information collected from the Visitor survey, coordinate and conduct an Executive Briefing to engage County Leadership and Administration, as identified by County, to create deeper buy-in around digital transformation, conducting a user-centered and data-driven website Project, and discuss Project roadblocks. The Executive Briefing shall include a written report delivered to County Leadership and Administration by the Contractor, which shall highlight Visitor needs.
- vii. Contractor shall schedule with County Information Management department, at a date and time to be determined, a virtual meeting to coordinate and implement the Azure Active Directory Connector Single Sign-on as described in Exhibits "A" and "B."

2) Phase 2: Design, Configuration, and Content Migration. The Design, Configuration, and Content Migration Phase shall be completed pursuant to the approved Project Schedule and shall include, at a minimum, the following:

i. Design and Configuration.

- a. Contractor shall create and configure the Site Instance and shall configure general County location information, including but not limited to, latitude and longitude markers to identify important County locations provided by the County's Project team, and the County's time zone.
- b. Contractor shall, in a format to be determined during the Project kick-off meeting and at a date and time to be determined in the in the Project Schedule and Plan, conduct a four (4) hour Virtual Design Values Workshop ("Workshop") to discuss general Website goals, example sites, and design assets as described in Exhibit "A".
 - i. County Workshop participants shall be determined by County, with a limit of twenty-five (25) County participants, which may include, but not be limited to, County Project Team members, County residents, or other County staff or stakeholders. The number of County participants may be increased upon consent of both Parties.
 - ii. Contractor shall suggest, subject to County approval, the agenda, content, and desired outcomes for the Workshop. Contractor shall provide all necessary materials for the Workshop and provide the Virtual meeting log-in information, which shall be e-mailed by Contractor to the participant list provided by County.

- iii. Contractor shall, if requested by County, record the Workshop and provide County access to the recording for future viewing.
 - iv. County shall provide rooms and equipment necessary for County attendees to participate in the Workshop.
 - v. Contractor shall collect feedback during the Workshop to inform the Website design theme direction options, for iterations of County feedback and refinement before implementing the final theme into the site.
- c. Contractor shall provide, in coordination with County, a homepage and internal webpage design layout, which is included in the Enhanced Design Package described in Exhibit "A" and includes up to three (3) homepage design options with up to five (5) rounds of iterations of the homepage design, and one (1) internal webpage design option with up to three (3) rounds of iterations of the internal webpage design. The layout designs shall employ industry best practices for design, navigation, usability, and overall Visitor experience and shall incorporate, at a minimum, feedback collected by Contractor during the Design Values Workshop.
- d. Contractor shall provide, as requested in writing by and in coordination with County, one (1) subsite design layout with a unique design, which is described in Exhibit "A," and includes up to two (2) design options with up to three (3) rounds of iterations. The subsite designs shall employ industry best practices for design, navigation, usability, and overall Visitor experience and shall incorporate, at a minimum, feedback collected by Contractor during the Design Values Workshop.
- e. During Phase 2, County shall provide design assets, including logos and design or branding guides requested by Contractor; provide feedback and approval of designs; and complete its website content audit started in Phase 1.
- ii. **Content Migration Discovery and Strategy.** Upon County's written acceptance of a final layout design, and pursuant to the approved Project Schedule and Plan, Contractor shall implement the design and perform Content Migration to move agreed-upon content from the County's current Website to the new OpenCities Website. Contractor shall provide Content Migration services as follows:

- a. Contractor shall, at a date, time, and format agreed upon by both parties, conduct a Virtual Content Migration Discover and Strategy Session with members of the County's Project Team. During this Session, both Parties shall, at a minimum:
 - i. Identify the proper OpenCities template for each webpage to be migrated;
 - ii. Note any inconsistencies or custom templates;
 - iii. Review web pages to identify the County's current website layout norms, review them against best practices for government website content, and communicate how both parties will address certain elements of the content that may not meet best practices.
- b. Contractor shall review County pages and current pageview Analytics and recommend a site navigation and migration strategy; will note where Contractor recommends improving content using Contractor's template functionality; and note where Contractor recommends combining content to improve the Accessibility, Usability, and usefulness of the Website.
- c. County shall complete an Archive, Improve, Move ("AIM") spreadsheet, provided by Contractor, listing all webpages to be migrated in the hierarchical order classified as either "Archive," "Improve," or "Migrate."
- d. County shall identify individuals on the County's Project team with the ability and authority to clarify questions and promptly make decisions about migration questions.
- e. County shall provide to Contractor a desired folder structure for files.
- f. Content to be migrated by Contractor shall include up to 800 pages plus up to 2000 documents and images within the County's current Website, in accordance with the fees described in Exhibit "A". Contractor shall migrate additional pages, documents, and images if requested by County, fees for which shall be paid in accordance with fees described in Exhibit "A." County shall be responsible for including and prioritizing on the AIM spreadsheet all pages, documents and images Contractor will migrate. Content to be migrated by Contractor shall not include the following:
 - i. Content within an iFrame or embedded HTML content;

- ii. Dynamic content pulled from other systems;
 - iii. Content not managed within CMS;
 - iv. JavaScript, CSS, or other custom code;
 - v. Interactive web forms and/or single webpage applications;
 - vi. Written content within image/diagram;
 - vii. Content contained inside a PDF file;
 - viii. Documents and images on pages marked "Archive" on the AIM spreadsheet completed by the County.
- iii. **Content Migration Delivery.** When both parties have agreed upon a strategy and timeline within the Project Schedule and Plan for content migration, Contractor shall, pursuant to the approved Project Schedule and Plan, migrate webpages identified in the AIM spreadsheet completed by County. Upon completion of the migration, County shall receive the following from Contractor:
- a. Access to the system with all agreed-upon webpages migrated; and
 - b. A recap document, in a format to be agreed on by both Parties, in order for County to utilize the software in a competent and efficient manner that details all relevant information County's Project Team should know about the content migrated, as well as any recommendations from the Contractor.
- 3) Phase 3: Training.** The Training Phase shall be completed pursuant to the approved Project Schedule and Plan and shall include, at a minimum, the following:
- i. Contractor shall provide, during Phase 3 of the Project, at dates and times to be determined by both parties, the training identified in Exhibit "A."
 - ii. Virtual training sessions shall be conducted using web-conferencing technology set up by Contractor, and all virtual training sessions shall be recorded by contractor and made available to the County for future viewing.
 - iii. Contractor shall suggest, subject to County approval, the agenda, content, and desired outcomes for virtual training sessions. Contractor shall provide all necessary materials and log-in information for County attendees to participate in virtual training

sessions, which shall be e-mailed by Contractor to the participant list provided by County.

- iv. County shall provide rooms and equipment necessary for County attendees to participate in virtual training.
- v. Contractor shall provide ongoing access, at no additional charge, to OpenCities' Help Center, as described in Exhibit "A," upon execution of this Agreement and throughout the term of the Agreement.
- vi. Additional optional training sessions for those trainings identified and described in Exhibit "A", in excess of those already requested by County in Exhibit "A" Table 2, shall be provided upon County written request throughout the term of the Agreement, the fees for which shall be charged in accordance with those shown in Exhibit "A."

4) Phase 4: Content Creation Review. The Content Creation Review and Phase shall be completed pursuant to the approved Project Schedule and Plan and shall include, at a minimum, the following:

- i. Contractor shall provide continued support in the form of training, documentation, and a Granicus point of contact for any questions while County continues to migrate any web pages, documents, or images that were not identified for Contractor migration on the AIM spreadsheet.
- ii. County shall continue to create, improve, or migrate content, to arrive at the desired outcome for the Website.

5) Phase 5: Launch. The Launch Phase shall be completed pursuant to the approved Project Schedule and Plan. Upon County's approval of completion of content migration, new content creation, and Website Go-Live readiness, Contractor and County shall complete and participate in the resolution of the Contractor's Launch Checklist items, as agreed upon during the Project kick-off meeting.

SECTION C. TERM: The term of this Agreement shall commence August 10, 2022 and shall continue through August 9, 2029, unless sooner terminated, as provided herein.

SECTION D. COMPENSATION:

- 1. Amount of Compensation.** The total amount payable under this agreement for all Services and Products identified herein shall be in accordance with rates identified in Exhibit "A," and shall be payable according to the terms set forth below. The fees payable hereunder shall not exceed TWO HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED NINETY DOLLARS (\$281,690.00), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGRT").

- a. County shall pay Annual Subscription Fees for in a total not-to exceed amount for this Agreement, as outlined in Exhibit "A," in the amount of ONE HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$174,750.00), which amount does not include applicable NMGR. Annual Subscription Fees for Year One (1) begin on the Effective Date and shall be invoiced within thirty (30) days of execution of this Agreement. Annual Subscription Fees for Years Two (2) through Seven (7) shall be invoiced annually on the anniversary of the Effective Date, unless sooner terminated as provided herein.
 - b. County shall pay one-time compensation for Implementation and Training in a total not-to-exceed amount for this agreement, as outlined in Exhibit "A," in the amount of SIXTY-SEVEN THOUSAND FOUR HUNDRED DOLLARS (\$67,400.00), which amount does not include applicable NMGR. These amounts shall be invoiced upon Contractor's completion and County's acceptance of the Project Phases included in the approved Project Schedule and Plan and pursuant to Exhibit "A." Upon delivery of each line item set forth in Exhibit "A," County will have ten (10) business days ("Acceptance Period") to test such milestone to ensure that it complies with all material specifications as set forth herein. Should such deliverable not comply with such specifications within the Acceptance Period, County will issue written notice of non-compliance to Contractor with reasonable description of such non-compliance ("Notice of Rejection"). Granicus will have thirty (30) days or such other time period as agreed to by the Parties to remedy the non-compliance and resubmit the deliverable for acceptance testing. Resubmitted deliverables will be subject to an additional Acceptance Period. Failure of County to issue a Notice of Rejection during the Acceptance Period constitutes acceptance. Any acceptance criteria defined in the Project Schedule and Plan and any deviations from the scope of work detailed herein must be agreed to by the Parties in advance and in writing.
 - c. At any time during the term of this Agreement, County may request Additional Optional Products and Services at County's sole option in accordance with the Compensation Rate Schedule in Exhibit "A." in a total not-to exceed amount for this Agreement in the amount of THIRTY-NINE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$39,540.00), which amount does not include applicable NMGR.
2. **Invoices.** Contractor shall submit itemized invoices to County's Project Manager showing amount of compensation due, amount of any NMGR and total amount payable under this Agreement. Payment of amounts shall be due and payable thirty (30) days after County's receipt of the invoice. Any invoice disputes must be initiated before the end of the thirty (30) day payment period and the Parties will reasonably cooperate to resolve any disputes. County's requirement to pay within thirty (30) days as noted herein is suspended until the parties resolve the dispute and then payable upon resolution of the dispute. In the event of termination for cause as described in Section Q., Contractor shall reimburse County for all prepaid fees for the prepaid months subsequent to termination date.

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

SECTION F. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and 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 and reliable manner.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS:

All deliverables created specifically and exclusively for County and enumerated in the Project Schedule as being owned by the County ("County Deliverables") required under this Agreement, including material, products, reports, and proprietary products and processes whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all County Deliverables required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use County Deliverables in any manner for any other purpose without the express written consent of County.

Except for County Deliverables, Contractor reserves all right, title and interest in the Licensed Software, the documentation, and resulting product including all related intellectual property rights. Except as provided herein, no other licenses are granted to County.

The Contractor name, logo, and the product names are trademarks of Contractor, and no right or license is granted to use them. County assigns to Contractor any suggestion, enhancement, request, recommendation, correction or other feedback provided by County relating to the use of the Licensed Software. County shall not: (i) Misuse any Licensed Software or cause any disruption, including but not limited to, the display of adult content, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted; (ii) Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of third parties; (iii) Use the Licensed Software in a manner in which system or network resources are unreasonably denied to third parties; (iv) Use the Licensed Software as a door or signpost to another server; (v) Access or use any portion of Licensed Software except as expressly allowed by this Agreement; (vi) Disassemble, decompile, or otherwise reverse engineer all or any portion of the Contractor Services; (vii) Use the Licensed Software for any unlawful purposes; (viii) Export or allow access to the Licensed Software in violation of U.S. laws or regulations; (ix) Subcontract, disclose, rent, or lease the Licensed Software, or any portion thereof, for third party use; or (x) Modify, adapt, or use the Licensed Software to develop any software application intended for resale which uses the Licensed Software in whole or in part.

Contractor warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Contractor Services; however, the Contractor Services are provided "AS IS". EXCEPT AS PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN

THIS AGREEMENT, CONTRACTOR DOES NOT WARRANT THAT CONTRACTOR SERVICES WILL MEET COUNTY'S REQUIREMENTS.

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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) annual aggregate. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of one (1) year thereafter.

SECTION J. RECORDS AND CONFIDENTIALITY:

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

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 "F." The Confidential Information Disclosure Statement must 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 K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New

Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. 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 M. INDEMNITY: (A) Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all third party liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's negligence or misconduct.

(B) Contractor will defend County from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims that Contractor Services infringe a valid U.S. copyright or U.S. patent issued as of the date of this Agreement. In the event of such a Claim, if Contractor determines that this Agreement is likely affected, or if the solution is determined in a final, nonappealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent, Contractor will, in its discretion: (i) replace the affected Contractor Services; (ii) modify the affected Contractor Services to render it non-infringing; or (iii) terminate this Agreement with respect to the affected solution and refund to County any prepaid fees for the then-remaining or unexpired portion of the Agreement term.

Notwithstanding the foregoing, Contractor will have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) any modification, to any solution by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by Contractor in reliance on materials or information provided by County; or (iii) use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of any Contractor Services other than in accordance with this Agreement. This Section sets forth County's sole and exclusive remedy, and Contractor's entire liability, for any Claim that the Contractor Services or any other materials provided by Contractor violate or infringe upon the rights of any third party.

With regard to any Claim subject to indemnification pursuant to this Section: (i) County shall promptly notify Contractor upon becoming aware of the Claim; (ii) Contractor shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (iii) County shall reasonably cooperate with Contractor regarding such Claim. Nevertheless, County may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without Contractor's prior written consent. Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon County without the prior written consent of County.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT EXCEPT CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY AGAINST INTELLECTUAL PROPERTY CLAIMS IN ACCORDANCE WITH SECTION L(B), IN NO INSTANCE SHALL

EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED \$150,000.00. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED.

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

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

SECTION P. 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 Q. 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 R. TERMINATION:

1. **Generally.** Either Party may terminate this Agreement for convenience upon providing at least 180 days' written notice to the other Party. Either Party may terminate this Agreement for cause upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within 30 days after the notifying Party provides written notice of the breach. Upon such termination, Contractor shall be paid for Services actually completed at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all County Deliverables.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by 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 S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Communications & Public Relations Administrator
Incorporated County of Los Alamos

Contractor:

Granicus
Attn: Contracts

1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102

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

SECTION U. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

SECTION Z. AGREEMENT DOCUMENTS. This Agreement includes the following Exhibits. If there is any conflict between the Exhibits and Agreement, Agreement shall govern.

1. Exhibit "A" – Compensation Rate Schedule
2. Exhibit "B" – Licensed Software Functional Descriptions and Technical Specifications
3. Exhibit "C" – Licensed Software Maintenance and Support and Service Level Agreement
4. Exhibit "D" – Web Hosting and Performance
5. Exhibit "E" – Los Alamos County Technology Standards
6. Exhibit "F" – Confidential Information Disclosure Statement
7. Exhibit "G" – Project Schedule

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

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____ **DATE**
STEVEN LYNNE
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

GRANICUS, LLC, A MINNESOTA LIMITED LIABILITY
COMPANY

BY: _____ **DATE**
KELLY OLIVER
VICE PRESIDENT OF CONTRACTS

Exhibit "A"

Compensation Rate Schedule

AGR21-32

Contractor shall, throughout the term of the Agreement, provide Services at the rates specified herein. Contractor shall honor the rates provided for herein for any additional optional product or service requested by County throughout the term of the Agreement.

Table 1. Fee Summary									
All fees shown in Table 1 below are included in the not to exceed (NTE) amount of this Agreement in Section C. Compensation.									
TABLE	FEE CATEGORY	YR1	YR2	YR3	YR4	YR5	YR6	YR7	TOTAL NTE
2	Annual Fees for Base Subscription	12,000	12,000	12,000	13,000	13,000	13,000	13,000	88,000
2	Annual Fees for Additional Modules	12,250	12,250	12,250	12,500	12,500	12,500	12,500	86,750
	SUBTOTAL	24,250	24,250	24,250	25,500	25,500	25,500	25,500	174,750
3	Year 1 Implementation & Training Base Fees	34,500	-	-	-	-	-	-	34,500
3	Additional Implementation & Training For Year 1	32,900	-	-	-	-	-	-	34,400
	SUBTOTAL	67,400	-	-	-	-	-	-	67,400
4	Additional Optional Training	-	-	-	-	-	-	-	22,150
5	Additional Optional Content Migration	2,000	-	-	-	-	-	-	2,000
5	Additional Optional Storage and Bandwidth Limits	-	-	-	-	-	-	-	240
5	Additional Optional	-	-	-	-	-	-	-	15,150

	Subsite Design and Licenses								
	SUBTOTAL	2,000	-	-	-	-	-	-	39,540
	TOTAL	93,650	24,250	24,250	25,500	25,500	25,500	25,500	281,690

Table 2. Annual Subscription Fees		
County may, at County's sole option, throughout the Term of the Agreement, discontinue or reinstate any of these optional services, which is subject to budget availability and County Council approval. County shall provide at least 180 days written notice to Contractor to discontinue or reinstate any of these optional services. Reinstatement of annual subscription fees listed in this table will require the associated implementation and training fees listed in the subsequent tables, below.		
ANNUAL BASE SUBSCRIPTION FEES	Years 1 – 3	Years 4 - 7
Annual Base Subscription Fees. Include, but not are not limited to: <ul style="list-style-type: none"> • OpenCities Software License • Enterprise grade Hosting, Security, 200 GB of Bandwidth and 40 GB of Storage using Microsoft Azure Gov Data Center with 99.9% Services Level Agreement (SLA); DDOS mitigation • Maintenance, upgrades, and new functionality through continuous releases. • Accessibility commitment to global standard (WCAG 2.1 AA) • Unlimited 24/7 telephone Help Desk access for Priority level 1 severity issues • Unlimited online helpdesk for all other support and issues per SLA • Twice annual check-up with OpenCities' customer success Team to explore site improvements focused on enhancing your usability • Access to Theme Builder, as described in Exhibit B. • Access to the OpenCities online Help Center. 	\$12,000	\$13,000
Community Consultation Module	\$3000	\$3250
Imperva Upgrade – Enhanced security and protection against WAF, BOT, DDOS, in addition to CDN.	\$1,800	\$1,800
Upgrade to OpenForms Enterprise Version with Workflow - 20 users/100 forms	\$4,500	\$4,500
Subsite License \$1,450 per subsite per year. 1 Subsite.	\$1,450	\$1,450
AzureAD Single Sign On	\$1,500	\$1,500
Total Compensation For Annual Subscription Fees Not to Exceed	\$24,250	\$25,500

Table 3. Year 1 Fees for Implementation and Training	
Fees in Table 2 include fees for all implementation and training services described in Section B. of the Agreement. No travel is included. Contractor shall provide Services virtually.	
BASE IMPLEMENTATION AND TRAINING SERVICES	ONE-TIME FEE
OpenCities Services Package - Phases 1 - 5 Website configuration, Project management, and support on best practices during Project set up plus launch, includes set up of main site.	\$15,000
OpenCities Information Architecture Package – Phase 1 A review of the County’s Website Information Architecture, which includes, but is not limited to an analysis of the County’s Website Google Analytics, user research and user testing, and other industry best-practice methodologies recommended by the Contractor.	\$7,500
Virtual Design Values Workshop – Phase 2 During the design, configuration, and content migration phase, Contractor shall schedule and facilitate a four (4) - hour Design Values workshop with members of the community, and County staff to discuss values and design elements.	No additional cost
OpenCities Enhanced Design Package – Phase 2 Includes three (3) homepage design options, and up to five (5) rounds of iteration, and one (1) internal page design with up to three (3) rounds of iteration.	\$10,000
Virtual Content Migration Discover and Strategy Session – Phase 2 During the design, configuration, and content migration phase, Contractor shall schedule and facilitate a Virtual Content Migration Discover and Strategy Session with County’s Project Team in preparation for content migration. Length of session to be determined by Project Team.	No additional cost
OpenCities Training Package – Phase 3 Three trainings as described in Table 3: Content Publisher Training, Site Administrator Training, and Open Forms Training. Each training may have up to 20 staff each.	\$2,000
SUBTOTAL	\$34,500
ADDITIONAL IMPLEMENTATION AND TRAINING SERVICES	ONE-TIME FEE
Survey of Users – Phase 1 Develop a survey and outreach approach for County to collect approximately one hundred (100) responses from the community to identify their goals and needs during the design process.	No additional cost
Executive Briefing – Phase 1 Engage County Leadership and Administration to create deeper buy-in around digital transformation, conducting a Visitor-centered and data-driven website Project, and discuss Project roadblocks.	\$1,000

Subsite Design Service for One (1) Subsite – Phase 2 Unique subsite design (two designs, up to three rounds of iteration) for “Visit Los Alamos” subsite for the Community Development Department.	\$5,000
OpenCities-led Content Migration – Phase 2 800 pages migrated plus up to 2000 documents/images migrated, following proposed AIM process. County may request migration of additional content as described in Table 4.	\$8,000
Digital Services Academy – Phase 3 As described in Table 3.	\$12,500
Writing for the Web Workshop – Phase 3 As described in Table 3.	\$900
TransFORMATION Academy – Phase 3 As described in Table 3.	\$5,500
SUBTOTAL	\$32,900
Total Compensation for Year 1 Implementation and Training	\$67,400

Table 4. Additional Training Options for Years 2 – 7 Training Descriptions and Fees Per Session				
*The maximum number of County attendees may be increased for any training at no additional cost upon mutual written agreement of both parties. All virtual training sessions shall be recorded by Contractor and shall be available to the County for future viewing throughout the term of the Agreement.				
TRAINING	FORMAT	*MAXIMUM # OF ATTENDEES	LENGTH OF TRAINING	TOTAL COST PER SESSION
In Years two (2) through seven (7) of the agreement, Contractor shall provide additional optional trainings upon County’s written request, at the rates shown here in Table 4. Contractor shall provide a maximum of one of any of these three trainings per calendar year.				
Content Publisher Training	Virtual	20	Session 1 – 3 hours Session 2 – 2 hours	\$1250
Description	<ul style="list-style-type: none"> Session 1 - Content Publishers will be introduced to the new platform and will learn the basics of uploading files, creating basic content, and adding a variety of micro-interactions. They will be invited to create a general page to get experience with creating content through a specific Content Type. Session 2 - The publishers will begin to learn advanced methods on how to create content through the use of specialized content types, focusing on OpenCities Service and OpenCities Event Content Types. 			
Site Administrator Training	Virtual	20	Session 1 – 2 hours Session 2 – 2 hours	\$1000

Description	<ul style="list-style-type: none">• Session 1 – The Project Team and Site Administrators are introduced to the OpenCities platform and are taken through a high-level view of what can be configured in the OpenCities Platform.• Session 2 - The Admin Team is taken in-depth and focus on configuring specific features before content is added. This training is shaped around the features County will be using in the system.			
Open Forms	Virtual	20	Administrators – 1 hour General Users – 2 hours WorkFlow – 1 hour	\$250 \$500 \$250
Description	<ul style="list-style-type: none">• Administrators - Administrators will be shown the platform and will be instructed on how to configure the default settings for their forms.• General User Training - Form Authors will be shown how to create forms and are invited to create forms with the trainer.• WorkFlow - Administrators will learn how to lay out a workflow both as a concept and as a process with OpenForms.			
In Years two (2) through seven (7) of the Agreement, Contractor shall provide additional optional sessions for these three trainings upon County written request, at the rates shown here. There shall be no limit on the maximum number of training sessions for these three trainings.				
Digital Services Academy	Virtual	25	3 4-hour daily sessions held over 3 consecutive days	\$12,500
Description	Course utilizes key user-centered design principles, learning skills and techniques for journey mapping, digitizing, testing, and improving web content, as well as creating OpenForms and Services pages. The OpenCities Digital Services Academy lays the foundation for better government websites and effective digital transformation outcomes. Participants create or gain an understanding of: <ul style="list-style-type: none">• A customer journey map and the journey mapping process;• An OpenCities services page for completing the given service;• An OpenForms (digital form) for the online service; and• Feedback from user testing.			
Writing for the Web Workshop	Virtual	25	2-3 hours	\$900
Description	As a less comprehensive alternative to the Digital Services Academy, this workshop will ensure staff is well equipped to create new content that is professionally written, organized, and efficient for residents. This two-hour workshop will help teach staff how to make content interesting, understandable, and free of jargon, while staying inside the city guidelines.			
TransFORMATION Academy	Virtual	25	2 4-hour daily sessions held over 2 consecutive days	\$5,500

Description	A more advanced training than the basic Open Forms training, the TransFORMATION Academy is for subject matter experts and content authors to learn how to fully leverage the OpenForms tool. Participants will <ul style="list-style-type: none">• Receive training on using a user-centered design approach;• Journey-map a current service or process from a Visitor's perspective;• Build a form for that service; and• Learn and practice user testing. Participants will need to select a current service to bring to the Academy for analysis and improvement and complete a form provided by OpenCities prior to the workshop to prepare.			
Access to OpenCities' Help Center: Included in Annual Subscription Fee, County shall have access to the OpenCities HelpCenter throughout the Term of the Agreement at no additional charge.				
Help Center	On-Demand	Unlimited	Varies	No Additional Charge
Description	OpenCities' Help Center provides all Users with comprehensive documentation on all aspects of the system and is constantly updated to ensure efficacy and relevance. This includes access to recorded video training sessions and ongoing refresher training in the form of webinars.			
Upon County's request additional training in excess of that already specified in Tables 2 and 3, and as identified in this Table 4, the total not to exceed amount is:				\$22,150

Table 5. Additional Optional Products and Services	
Additional optional products and services in this Table 5 may be requested in writing at County's sole option on an ad-hoc basis throughout the term of the Agreement, or as otherwise specified herein.	
PRODUCT OR SERVICE	FEE
Additional Content Migration During Implementation (Year 1 Only) County may request during implementation that Contractor migrate additional content in excess of that already specified in Table 2. Fees for additional content migration shall be charged as follows: \$5 per webpage, \$2 per image or document.	\$5 per webpage \$2 per image or document <u>NTE \$2000</u>
Storage and Bandwidth Limits County may request an upgrade to storage or bandwidth throughout the term of the agreement in excess of the 200 GB of Bandwidth and 40 GB of storage already specified in Table 1. <ul style="list-style-type: none"> • Bandwidth \$.20 per additional GB • Storage \$1.00 per additional GB 	Bandwidth \$.20 per additional GB Storage \$1.00 per additional GB <u>NTE \$240</u>

<p>Subsite Design and Licenses</p> <p>County may request the design of additional subsites, in excess of those already specified in Tables 1 and 2. Fees for additional designs and annual license fees shall be charged as follows:</p> <ul style="list-style-type: none"> • Subsite License \$1,450 per subsite per year. • Standard Subsite Design – With same theme as main County Website with different colors and styles: \$3000 per site. • Unique Subsite Design – Two designs, up to three rounds of iterations: \$5000. 	<p>License \$1,450 per subsite per year</p> <p>Standard Design \$3000</p> <p>Unique Design \$5000</p> <p><u>NTE \$15,150</u></p>
--	--

Exhibit “B”
AGR21-32
Licensed Software Functional Descriptions and Technical Specifications

Contractor guarantees that the Licensed Software shall substantially conform to the functional descriptions and technical specifications set forth in Exhibit “B,” or their functional equivalent, for the Term of this Agreement.

1. General Specifications & Functionality Requirements

- 1.1. A CMS that is simple, straightforward, and allows County staff to easily update content through a web interface with administrative controls that will allow for multi-user authoring, reviewing, and publishing.
- 1.2. Allows County System Administrators the ability to easily modify elements of the Website design layout after the initial launch.
 - 1.2.1. **Theme Builder** that allows County staff with appropriate skills and permissions to access the visual look and feel of the website, to change colors styles, borders, etc., including adding the County’s own CSS to the design after Launch.
- 1.3. Provides a method for keeping and maintaining usernames/passwords using strong encryption algorithms in a secure manner. All OpenCities data within Microsoft Azure storage services shall be set for encryption in transit and unique storage keys shall be employed for encryption of all data storage at rest.
- 1.4. Ability to assign role-based permissions and granular access control (per page, Website, group of Websites etc.).
- 1.5. Allows users to keep each department’s/service content separate from others to maintain Accessibility and avoid rework if any portion becomes inaccessible for any reason.
 - 1.5.1. Ability to publish departmental landing pages showcasing department specific information, news, events, services, calendars.
 - 1.5.2. Allows department to be branded with department-specific logos, sub-navigation, and color schemes.
 - 1.5.3. Includes a structured content section to consistently display contact information for each departmental page.
- 1.6. Ability to incorporate County branding and/or integrate third-party web applications. Third-party integration provided by Contractor shall include, but not be limited to:
 - 1.6.1. Integration with Accella for the Premium Citizen Experience powered by OpenCities.
 - 1.6.2. Integration for online payment using the payment processors inherent to the OpenForms tool.
 - 1.6.3. Integration of links to Eventbrite in the events module within the CMS, allowing for more seamless event management.
- 1.7. Look, feel, and navigation are intuitive and consistent.

- 1.8. Integration of social media feeds including, but not limited to, Twitter, Facebook, Pinterest, YouTube, and Instagram.
 - 1.8.1. Ability to push content published in the CMS to the County's social media platforms or pull content from the County's Facebook and Twitter sites to publish it in-line with Website content.
 - 1.8.2. Full control of social media integration settings including channels to pull from, how many items, how they are visually laid out, and visual styling to match the website.
- 1.9. Robust digital communications via an email subscription system that will allow users to sign up for updates from the Website that seamlessly integrates within the CMS & social media; the ability for an advanced selective email subscription system; and the ability to subscribe to and send multiple newsletters created within the CMS.
 - 1.9.1. **Search Subscriptions** – Visitors can choose a topic or keyword search to subscribe to and will receive a daily digest of new content on the site that meets their subscription criteria.
 - 1.9.2. **Page Subscriptions** – Visitors can subscribe to individual pages and be notified by email anytime that page has been updated.
 - 1.9.3. **MailChimp Forms** – For the purpose of producing curated eNewsletters, OpenCities utilizes MailChimp Forms. Embedding subscription forms for these eNewsletters is enabled through embed codes added to the desired site section.
- 1.10. Ability to support multiple calendars in one Website as well as a master calendar, with the ability to filter events-based calendars by sub-topics, and view by list, week, or month.
- 1.11. Ability for County staff to audit all content changes made to the Website by County staff, including the ability to run comprehensive reports on users, actions they have taken for the components they've used, and dates.
- 1.12. Ability to add "sub-sites" of similar look and feel to the County's main Website losalamosnm.us and/or of completely different look and feel at the County's discretion.
- 1.13. Ability to have a "links" page with a redirection disclaimer prior to exiting the Website, which can be configured with the use of a JavaScript plugin
- 1.14. Ability to host audio and video files for streaming and/or download and manageable photo and video Gallery via web interface.
 - 1.14.1. Zip and bulk import, categorize and manage County's digital assets in one location.
 - 1.14.2. Store documents, images, and videos, each with full lifecycle management, version history, and usage reports.
 - 1.14.3. Apply granular permissions to control which audio and video files are available for specific sites.
 - 1.14.4. Using a File Library, publishers can bulk upload, manage, and touch up images in a central library that can be assigned to a specific site or used across multiple sites.
 - 1.14.5. Images are lifecycle and version managed.
 - 1.14.6. Built-in image cropping, resizing, and basic touch ups.

- 1.14.7. Image auto-optimization for different devices and destinations, with a smart-crop that gives publishers the ability to crop images to a consistent size, while also cropping to focus on the area of interest in the image.
- 1.15. Ability to display or hide an emergency or highlight alert banner on main page.
 - 1.15.1. Using the announcements banner, County can broadcast emergency announcements that appear prominently across the top of the entire website, or within selected sections of the site.
 - 1.15.2. Ability to define color coded severity levels, with the ability to be dismissible or locked and anchored in case of severe emergencies.
 - 1.15.3. When added to a page, the announcement can prompt a notification to emailed subscribers.
- 1.16. Multiple language support via a translate option that allows the County to curate multilingual versions of content deemed too important to be auto translated, with a fallback to Google Translate for all other, non-critical content.
- 1.17. Must allow for custom applications developed by County staff to interface with County enterprise systems.
- 1.18. Must accommodate TYLER MUNIS and OpenGov products within iFrames for seamless integration.
- 1.19. Capability to archive, prioritize, sort and retrieve the most recent information about a topic or Project.
 - 1.19.1. Publishers can schedule a future content expiry date and time, ensuring older content is removed from the site to minimize content clutter, while making the content available in the back end within the archived content section.
- 1.20. Must include a mobile application to be available across device platforms.
- 1.21. Content that uses address fields can be automatically pinned to a Google Map without any extra steps by publishers.
- 1.22. The site shall have the ability for end users to subscribe to RSS feeds where appropriate.
- 1.23. Community Engagement –**
 - 1.23.1. **Consultations Module** - Provides engagement options to enable the County to control how it engages with the community.
 - 1.23.2. Provides an online account registration method Visitors can use to create individual Visitor accounts to utilize citizen engagement tools and other Website features.
 - 1.23.3. Provides closed polls and structured surveys through to open discussions and conversation spaces.
 - 1.23.4. Matches engagement opportunities to their relevant website visitors based on their needs and interests.

1.23.5. Ability to promote consultations and projects through searches, maps, calendars and homepage.

1.23.6. Push or pull content from social media to drive multi-channel engagement across consultations.

1.24. Bid Procurement

1.24.1. Provides a structured content type and automated listing directory for bids and tenders that allows County to post bids and related information and receive submissions through the OpenForms tool.

1.24.2. Allows vendors to download bids, subscribe to email updates on opportunities.

1.24.3. Allows County staff to track proposal submissions and progress.

1.25. Search Capability

1.25.1. All content on the site, inclusive of PDF documents, web pages, etc. shall be indexed and available for search through a site provided search tool to appear on all pages.

1.25.2. The site shall be optimized for all search engines and provide the needed metadata and structure for SEO.

1.25.3. Site search results shall provide the ability for filter and sort.

1.25.4. An updated site map shall be automatically pushed daily to popular search engines.

2. Content Insights and Recommendations

2.1. **Customer Service Insights.** Provides analytic tools to showing a live view of the following County Website activity: what is trending now, which services visitors are using, and which searches are trending.

2.2. **Homepage Recommendations.** Provides analytic tools to make recommendations on which services or content to remove or add or which services should be prioritized on the homepage and hen.

2.3. **Content Recommendations.** Provides analytic tools that, based on user feedback coupled with page traffic, highlight and prioritize content that requires attention.

2.4. **Tasking Dashboard.** Informs publishers when content is approaching review or about to expire, page performance, feedback, and workflow status.

3. OpenForms Enterprise. Contractor shall provide the ability to create, organize, manage and publish various online forms/document libraries. Access shall be granted to a minimum of 20 Users with a minimum of 100 online forms.

3.1. Ability to convert multi-page forms and processes into online forms that flow based on customer responses.

3.2. Utilizes a drag and drop interface.

3.3. Forms are WCAG 2.1/ADA Accessibility compliant.

- 3.4. Forms are publishable in multiple languages, including the ability to control micro copy buttons and prompts.
- 3.5. Forms function seamlessly on mobile devices, supporting touch gestures, GPS and mobile camera.
- 3.6. Allows customers to save their progress and complete a form later, even on different devices.
- 3.7. Allows County to build online survey forms with the ability to set up multi-section surveys with smart logic that show or hide questions and sections depending on a respondent's answers and allows survey responses to be emailed or collected and downloaded as an MS Excel file.
- 3.8. Allows for attachments, including images and documents.

3.9. Digitize Payments Processes.

- 3.9.1. Delivers online payments with integration into payment providers.
- 3.9.2. Dynamically calculates prices based on information residents enter into the form.
- 3.9.3. Processes payments securely with support for popular local government payment gateways.
- 3.9.4. Generates a unique receipt number to reconcile payments with financial systems and allows customers to track their requests.
- 3.9.5. Ensures customer details and payment details are protected with highest levels of SSL encryption and security.

3.10. Integration with Internal Systems

- 3.10.1. Ability to connect OpenForms with other internal County systems to auto-fill data for faster form completion.
- 3.10.2. Submission of APIs. Submit data directly into internal County systems when a customer submits a completed form using OpenForms API.
- 3.10.3. Mid-Form Web Hooks. Validate or retrieve information while users are completing a form.
- 3.10.4. Inherit Data – Pre-fill embedded forms using data from the pages they are in.
- 3.10.5. Google Integrations – Auto complete address fields as the user is typing or select an address via google maps.

3.11. Enterprise Ready

- 3.11.1. Users and Permissions. Control which users can view, create, or manage County's forms and submissions.
- 3.11.2. Form Versioning and Archiving. Draft changes to forms, schedule future publish dates, revert to older versions.
- 3.11.3. Form Testing. Securely share and test forms, transactions and web services before publishing.

- 3.11.4. Reusable Lists. Create ready-made lists of answers to auto-complete text fields as a user types, or to auto- generate radio-button, checkbox & drop-downs.
- 3.11.5. Reusable Field Sets. Reusable field sets for common sets of questions.
- 3.11.6. Form Scheduling. Set a future date and time to publish draft forms and choose when forms should be removed, archived and retained for record keeping purposes.
- 3.11.7. Workspaces. Organize forms into categories that reflect how County functions, keeping information form authors need in the one place.
- 3.11.8. Printable Forms. Build and manage forms in one place, and generate print-ready PDF versions with County's branded header and footer.

3.12. Submission Workflow

- 3.12.1. Allows County to configure steps and business rules for processes and responses to a customer request, application or inquiry and sends requests through a workflow to departments and staff to review and take action.
- 3.12.2. **Workflow Builder.** A drag and drop interface allows staff to map out all the steps and decision points for just about any workflow.
- 3.12.3. **Notify and Take Action.** Automatically notifies and reminds reviewers that need to progress a response to the next stage.
- 3.12.4. **Review Center.** Allows reviewers to find requests needing attention, with search, filtering, and actions.
- 3.12.5. **Close Communication Loop.** Automatically notify customers at key stages of the workflow process to keep them informed.

4. ADA Considerations

- 4.1. Website shall comply with current ADA legislative requirements both at the State, New Mexico, and Federal levels.
- 4.2. Contractor shall ensure that every function in Contractor's platform is independently tested and validated to comply with the highest level of WCAG 2.1 AA / Section 508 ADA Accessibility standards.

5. Automatic Backups

- 5.1. The Website shall have automated backups and appropriate redundancies with a minimum of two (2) servers in dispersed geographic locations within the US.
- 5.2. Contractor shall provide full redundancy and twice daily backups, supported by a 99.9% SLA guarantee.

6. API Enabled

- 6.1. Contractor shall offer an open and flexible interface that can integrate with other systems and sources, with out-of-the-box connectors for local government systems and documented APIs for custom integrations when needed.

- 6.2. **DMS Connector.** DMS connector that allows County to synchronize files from document management systems including, but not limited to, TechnologyOne ECM, TRIM CM, Objective DMS with OpenCities, creating a Single Source of Truth.
- 6.3. **Payment gateway connector.** Support for many of the most common payment gateways used by local governments, so that County can setup online payment forms that can be reconciled with the County's financial systems.
- 6.4. **Active Directory Connector.** Authenticate OpenCities admin users and control their permissions based on County's Azure based AD. For those staff not registered in the Active Directories, OpenCities' Intranet allows County to set them up directly within its system to access the Intranet.
- 6.5. **CRM APIs.** Share between OpenForms and County's CRM system, push data into County CRM without requiring customer service teams to manually rekey requests, and pull data from County CRM to pre-fill fields and simplify form completion for customers.
- 6.6. **Maps APIs.** Using OpenCities' Maps API, County can draw in trash pick-up schedules from its GIS system; use plot content from County GIS system onto OpenCities Maps; and showcase road works, projects and closures as pins or lines.
- 6.7. **Content APIs.** Publish pages and lists dynamically based on information sets in County's internal systems and showcase development applications.

**Exhibit “C”
AGR21-32**

Licensed Software Maintenance and Support and Service Level Agreement

Granicus will provide complete help desk support for administrators and customers of the Granicus Solutions. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone.

CUSTOMER SUPPORT CONTACT

Hours: 8:00 am – 10:00 pm ET (9:30 am – 5:00 pm
Europe) Emergency Support is available 24/7

Please submit support requests via:

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

Please submit govDelivery Communications Cloud subscriber support only requests to:

- Portal: subscriberhelp.granicus.com
- Email: subscriberhelp@granicus.com
- Phone: 1-800-439-1420 USA, 0808 234 7450 Europe

COMMUNICATION SERVICE LEVEL AGREEMENT

Granicus response to support and service requests will be based on four (4) Severity Levels:

Severity Level	Description	Examples	Initial Customer Response Time
Level 1	Emergency. Incident represents a total outage; the product is unavailable or not accessible for use	<ul style="list-style-type: none">• govDelivery’s admin.govdelivery.com is down• or all sending is significantly delayed• govMeetings web server is running but the application is non-functional or SQL-server errors that are not related to hardware• govAccess website is unreachable by public users	Within one (1) hour of notification by the customer of occurrence
Level 2	Severely Impaired. Incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable and impacts the primary usability of the product	<ul style="list-style-type: none">• govDelivery PageWatch sending is delayed by more than 20-30 minutes, or sudden and significant deliverability issues or intermittent errors or low performance issues for some or many customers	Within four (4) hours of notification by the customer of occurrence

		<ul style="list-style-type: none"> • Site operational but govMeetings modular functionality is non-operational • govAccess error, where there is no means of circumvention, that renders an essential component of the content management tool non-functioning that did not occur at the time of the website launch and usually requires • debugging of programming code 	
Level 3	Impaired. Incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available – does not impact the basic usability of the product	<ul style="list-style-type: none"> • govDelivery system not connecting to social media, single customer app/feature help, or database requests • govMeetings system files won't upload, or text not rendering • govAccess website works but there are problems with presentation 	Within one (1) business day of notification by the customer of occurrence
Level 4	Low Impact. Incident that has a limited business impact and requests can be scheduled.	<ul style="list-style-type: none"> • Programmatic change to back-end or front-end to improve efficiency • Distribution of all patches and upgrades 	Within three (3) business days of notification of customer of occurrence

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

AVAILABILITY

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99.9% per calendar quarter for its hosted services. Notifications for Granicus Solutions of any system-wide outages will occur within one hour from the time the issues are first recognized by Granicus.

Downtime is defined as any time that the Granicus Solutions services are unavailable.

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

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

- Scheduled or routine maintenance
- Caused by force majeure (which shall include any circumstances beyond Granicus's reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures)
- The first four (4) Site Outages in any given quarter that are corrected within fifteen (15) minutes of their start
- The first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances
 - Example: a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given quarter would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a quarter, all Site Outage time over five (5) minutes for any one instance will count as Downtime.
- For **govAccess**, Granicus is not responsible for errors associated with denial of service attacks, distributed denial of service attacks, or customer DNS

Any credit provided under this service level agreement will be referred to as an **Outage Credit**. The Outage Credit shall be applied to the next invoice for annual subscription fees following the term the Site Outage occurred in and shall be provided upon the customer's request.

Outage Credit is limited to a Site Outage. In no event shall any credit for a particular calendar quarter exceed the seven (7) days of Outage Credit. Granicus shall have the ability to determine at its reasonable discretion whether Downtime has occurred.

Per calendar quarter, Granicus will provide Outage Credit as follows:

Site Outage per Quarter (Unless Otherwise Specified Below)	Amount of Outage Credit (Unless Otherwise Specified Below)
99.9%	No Outage Credit
99.8%	1 day credit
99%	3 days credit
98% or less	7 days credit

SCHEDULED MAINTENANCE

govDelivery. Scheduled maintenance typically occurs every thirty (30) days with average Downtime required being less than thirty (30) minutes. Planned or routine maintenance is limited to two (2) hours per week. Total scheduled Downtime for the year will not typically exceed twenty (20) hours.

govMeetings. Scheduled maintenance will take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, will provide the customer with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, the customer will be provided as much advance

notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

govAccess. Scheduled maintenance will take place between 1:00 am – 4:00 am ET every Monday.

govService. Planned or routine maintenance is limited to two (2) hours and typically occurs every two (2) weeks.

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

Exhibit “D”
AGR21-32
Web Hosting and Performance

OpenCities has partnered with Microsoft to ensure to provide reliable secure service using Microsoft Azure. Hosted in the Microsoft Azure Government Cloud in the United States, OpenCities ensures maximum uptime by taking advantage of Microsoft Azure's geo-redundancy, built-in backup capabilities, and advanced security posture.

Locally Hosted, Data Sovereignty Compliant

With all Microsoft Azure primary and secondary facilities located onshore in the United States, OpenCities shall be fully compliant with government data sovereignty laws. The Data Center is a Tier 4 security, fully redundant, managed network infrastructure with onsite power backup and generators, multiple telecom and network providers, and 24x7 monitoring.

Security / SSL Encryption

OpenCities encrypts all forms with SSL to ensure security.

DDoS Mitigation and Disaster Recovery

The cloud web application firewall OpenCities utilize also contains DDoS protection built in and can mitigate any DDoS in real time. All sites are backed by OpenCities Disaster Recovery policy with a minimal RPO and RTO, on-line status monitoring, event notification and twice-daily backups.

Exhibit “E”
AGR21-32
Los Alamos County Technology Standards
Requirements On-Premise, Hybrid or Cloud/Hosted Solutions

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

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

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

	Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.
Desktop OS	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.
Internet Browser	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. New web Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. ITD shall be consulted for compatibility issues prior to considering new application purchases requiring Java.
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed Project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed Projects require review and purchasing as part of the Project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> • Passwords are not permitted to be transported in clear\plain text. • Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA. • Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required. • Vendor software must use standard Access & Connection architecture for accessing databases on the County MS-SQL Environment. • 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 vendor. <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>
Internet: Collaboration and Web Publishing	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.
Intranet: Collaboration and Web Publishing	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with ITD before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.
Productivity Software	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.

Email	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.
Geographic Information Standards (GIS)	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.
Security	<p>Intranet devices must be capable with multi-factor authentication using the Los Alamos County Access Control System. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the ITD before product(s) purchase and implementation. Cisco AMP Antivirus and Antispyware Enterprise software are used on all intranet computing devices; vendor solutions shall work in conjunction with stated antivirus products.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.
Hosted\Cloud Based Services	<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), preferably in Government Cloud. CSP data centers shall be located within the United States. <p>Responses for Cloud based solutions shall provide information on the following areas of concern:</p> <ul style="list-style-type: none"> CSP shall describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners? If so, where is the hosting facility(s) physically located? CSP processes involving: <ul style="list-style-type: none"> Physical infrastructure: including locations, internet connectivity and disaster recovery methodologies. Hybrid Connectivity: Solutions requiring cloud system interface with the county network or peripherals located within the County network, need to be identified and tested at the County for network compatibility prior to solution engagement or formalization of service agreements.

	<ul style="list-style-type: none"> ○ Data: Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County will 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. CSP shall provide assurance on data ownership. CSP shall describe any other potential use of County data housed within the cloud infrastructure, application or service. CSP shall provide methods for protecting the integrity and security of data (ex. Use of data encryption over internet connections). CSP will describe how the solution meets statutory requirements for data (ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...). Provide all relevant information including legal boundaries not set forth in contractual agreements if any. Methodology or process for meeting County Records Retention policies. Mitigation strategy for security breaches involving County data. ○ Customer/User Security: Describe CSP methodology for implementing administrative and end-user security and access. What is the CSP methodology for mitigating security breaches with respect to access and user credentials? What is the CSP's methodology or process governing e-Discovery request from entities other than the County? • CSP shall provide strategies or process for withdrawing or exiting the cloud-based solution. Information shall discuss: <ul style="list-style-type: none"> ○ The County shall require CSP to provide the County with data in a usable form. Database exports in Microsoft SQL are required, any other format and data type shall require presentation of method, discussion with the County's stakeholders and written acceptance by the Chief Information Officer or designee. ○ Any expected transition cost from CSP vendor, to on premise or other provider, shall be contracted prior to entering into the service agreement.
--	--

Exhibit “F”
AGR21-32
Confidential Information Disclosure Statement

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 (1978) NMSA §§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 Agreement between County and Contractor this Exhibit is attached to. 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: Granicus
Dan Rhodes
408 Saint Peter Street
Saint Paul, MN 55102
Dan.rhodes@granicus.com
Cc: legalandcontracts@granicus.com

County: IM Program Manager
1000 Central Avenue
Los Alamos, New Mexico 87544

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, or any information, pursuant to applicable NM law, that should be reasonably understood to be: (i) legally exempted from inspection, (ii) confidential, (iii) or proprietary to a Party, given the nature of the information and the context in which disclosed.
- 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 independently developed or learned by Recipient, or (v) 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 will 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.

4. Termination - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
5. Choice of Law – Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
6. Miscellaneous - All Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement: (i) imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; (ii) does not create any agency or partnership relationship; (iii) may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and (iv) may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

Exhibit “G” AGR21-32 Project Schedule

The following outline shows Contractor’s proposed estimated Project Schedule, which shall be modified and finalized after the Project kick-off meeting as defined herein. The Parties estimate that the implementation and training, pursuant to the County-approved Project Schedule and Plan, with a successful Go Live date, will occur no later than twenty-eight (28) weeks after the Effective Date of the Agreement, unless extended by County in writing. 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.

The Project Schedule and Plan shall include all tasks defined during the Project kick-off meeting and in Phases 1 – 5 herein, and estimated maximum durations for each, deliverables, and milestones. The Project Schedule and Plan shall also include the milestones the Parties must successfully complete, and County must accept prior to invoicing, subject to Section D.1.b, as agreed upon during the Project kick-off meeting.

Upon County’s written acceptance of the Project Schedule and Plan, the Parties will use reasonable efforts to ensure that all subsequent tasks defined herein be completed according to the approved schedule for implementation, with the exception that at any time during the Project, the County shall have the ability to modify the Project Schedule and Plan to extend the days needed to complete tasks or phases.

