

AgreeYa Solutions, Inc.
Microsoft 365 Migration Services

AGREEMENT FOR SERVICES #5823

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and AgreeYa Solutions, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Coolidge Drive, Suite 200, Folsom, California 95630 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Information Technologies Department, in the coordination, communication, and migration from the County's Google G Suite Business Workspace to the Microsoft 365 (M365) Suite for email, calendar, document management, and collaboration needs;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that these services are more economically and feasibly performed by outside independent Consultants due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, such that the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff and in accordance with El Dorado County Ordinance Code, Section 3.13.030(c), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

WHEREAS, on July 27, 2021, Consultant was formally awarded Request for Proposal (RFP) 21-918-040 for the provision of M365 Migration Services;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to assist the Information Technologies Department with the coordination, communication, and migration from G Suite Business to the M365 Suite and perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

This Agreement also includes Task 9 Project Contingency, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A. The Project Contingency Task may supplement or modify the Scope of Work as identified in Exhibit A, hereto.

For each work assignment performed under Task 9 Project Contingency, Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant for each work assignment identifying a description of the services to be performed, any required deliverables, including materials, supplies, reports, certifications, or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to issuance of a written Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, not including Project contingency work. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office applications (specifically, MS Word,

MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in Exhibit A and Work Orders issued pursuant to this Agreement that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work for each task/subtask as listed in the table below, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered under each task/subtask.

Task 1: Assessment and Planning	\$21,966
Task 2: Tenant Provision and Tune	\$8,410
Task 3: SharePoint, Teams, OneDrive Implementation	\$21,966
Task 4: Migration Preparation with FastTrack Validation	\$18,694
Task 5.1: Pilot Migration	\$16,825
5.2 Fifty Percent (50%) Migration	\$23,882
5.3 One hundred Percent (100%) Migration Completed	\$23,882
Task 6.1: Twenty-five Percent (25%) Desktop Migration Completed	\$6,496
6.2 Fifty Percent (50%) Desktop Migration Completed	\$6,496
6.3 Seventy-five (75%) Desktop Migration Completed	\$6,496
6.4 One hundred Percent (100%) Migration Completed	\$6,496
Task 7.1: Training (For Technical and System Administrators)	\$2,493
7.2 Training (For Beginner End Users)	\$2,493
7.3 Training (For Experienced End Users)	\$2,493
Task 8.1: First Month Support Completed	\$7,478
8.2 Second Month Support Completed	\$7,478
8.3 Third Month Support Completed	\$7,478
8.4 Fourth Month Support Completed	\$7,478
Task 9: Project Contingency*	Per Work Order

*Shall not exceed \$19,900

The total amount of this Agreement shall not exceed \$218,900, inclusive of all Work Orders, costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order Number, as applicable, on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office - Fiscal
330 Fair Lane
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE VII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now

exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Information Technologies Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE IX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE X

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

In such event, County will pay Consultant the reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, in addition to any cost attributable to deliverables or services till the effective date of termination or cancellation of the services. The determination of the reasonable costs shall be mutually agreed upon by the Consultant and the County's Contract Administrator in advance of the County remitting payment to the Consultant for the reasonable costs.

ARTICLE XI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.

4. A violation of ARTICLE XIX, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Information Technology Department
360 Fair Lane
Placerville, California 95667

Attn.: Tonya Digiorno
Director

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

AgreeYa Solutions, Inc.
605 Coolidge Drive, Suite 200
Folsom, California 95630

Attn.: Ajay Kaul, Secretary

or to such other location as Consultant directs.

ARTICLE XIV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the negligent acts or willful omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVI

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XVIII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XIX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning

of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XII, Default, Termination, or Cancellation.

ARTICLE XX

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXI

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement or any Work Order issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to

practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Consultant's Project Manager: Consultant designates Donna Lynne, Senior Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's core personnel assigned to the work under this Agreement. Any change to Consultant's assigned core personnel must be pre-approved in writing by County's Contract Administrator, or designee. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County's Contract Administrator shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to ARTICLE XII, Default, Termination, or Cancellation, of this Agreement only for that work performed by the Consultant's Project Team members. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Consultant's Project Team, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

ARTICLE XXIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXX

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXI

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- AGREEYA SOLUTIONS, INC. --

By: _____

Dated: _____

Ajay Kaul
Secretary
"Consultant"

AgreeYa Solutions, Inc.

Exhibit A

Scope of Work

Project Description

The scope of the project is to transition from the County's Google Workspace to Microsoft Office 365 for email, calendar, document management, and collaboration needs. This includes transitions from Gmail and Google Calendar to Microsoft Outlook and MS Exchange Online, Google Drive to OneDrive, implement Teams, SharePoint, and Forms.

Project Schedule

Project timeline has been determined to be approximately twenty-four (24) weeks upon execution of the Agreement, and in accordance with the following:

Task 1: Assessment and Planning	Weeks 1-5
Task 2: Tenant Provision and Tune	Weeks 6-7
Task 3: SharePoint, Teams, OneDrive Rollout and Governance Implementation	Weeks 8-10
Task 4: Migration Preparation and FastTrack Validation	Weeks 11-14
Task 5: Pilot and Full Migration	Weeks 15-23
Task 6: Desktop Upgrade	Weeks 6-19
Task 7: Training	Weeks 16-24
Task 8: Support	Weeks 9-24
Task 9: Project Contingency	Per Work Order

Consultant shall put all its reasonable efforts to complete all migration services identified in this Exhibit A, through Task 6, no later than January 31, 2022, provided the project starts no later than August 16, 2021 to establish a minimum of 24 weeks' time to meet the schedule above. Notwithstanding the timelines defined herein above, Consultant will not be liable for delays caused due to either (i) delay in start of the Project, (ii) situations or events contributed by or attributable to the County, (iii) delays caused by the third party (i.e., Microsoft, etc.) contributing to the facilitation of the services.

Task 1: Assessment and Planning

Assessment, Discovery, and Requirements

Consultant shall assess County's existing communication environment and evaluate its readiness for deployments, including creation of deployment and implementation plans for successful pilot migration and full migration rollout, plans for user adoption, governance, communication, testing, training, and defining the migration strategy for pilot migration and full migration. Consultant shall:

- Work with County project stakeholders to understand intent, organizational

- goals, and usage plans for the service(s)
- Conduct kick-off meetings; clarify roles and responsibilities
- Guide on Success Plan creation: Scope (including services to onboard and data to migrate), timelines, and contacts
- Provide guidance needed for project governance
- Guide County on adoption best practices and the best way to drive usage
- Align resources for online meetings and conduct Discovery Workshop
- Run tools to gather environment data and estimate bandwidth requirements
- Assess results and create remediation checklist, plan, timeline, and checkpoints
- Build schedule for onboarding and migration (if applicable)
- Assess Current Landscape
- Check Bandwidth Availability: Network Assessment
- Review and Plan Bandwidth Design
- Assess Azure Active Directory Health and Identity Landscape
- Assess current Microsoft 365 tenant
- Assess Google Workspace messaging Environment
- Assess Google Vault Environment and configuration
- Assess Compliance and Governance policy in use
- Review Data Privacy Requirements
- Assess Firewall Architecture
- Assess Current Mail flow and messaging environment
- Assess Office suite in use and devices
- Assess Personal Archive for users
- Assess current Disaster Recovery and Business Continuity Mechanism
- Assess current Unified messaging platform
- Assess current data governance and User Data

Deliverable(s):

Due upon completion of Task 1 -

One (1) written Assessment Report containing:

- As-Is state overview
- High-level plan and roadmap for migration of mailboxes, email archive, user and corporate data, Compliance, and Governance over to Microsoft 365
- Recommendations as per best practices which include validating the architecture with FastTrack specialist
- Validation with the Microsoft FastTrack specialist the architecture and plan finalized with County
- Developed “to-be Identity landscape” incorporating planning architecture for on-premise Active Directory, Azure Active Directory (AD) Connect, Microsoft 365 tenant readiness, and Network and Domain Name System (DNS)

One (1) written plan for each of the following:

- Deployment
- Implementation
- User Adoption
- Governance
- Communications
- Testing
- Training

Design, Planning, and Roadmap (Microsoft FastTrack)

Consultant shall create the architecture of the Microsoft 365 tenant, prepare the plan for Microsoft 365 Apps, Microsoft Intune, Microsoft Teams, OneDrive for Business, and backup and recovery recommendations based on the Microsoft FastTrack recommendation and best practices, and validate and fine-tune plan, design, and reports from Microsoft FastTrack Subject Matter Expert (SME). Consultant shall:

- Create an assessment report based on findings from As-Is Task
- Share recommendations as per best practices
- Provide recommendation for clean-up for on-premise Identity landscape, Messaging Landscape, User data, and corporate data landscape (if required)
- Incorporate findings to achieve proper migration, Implementation, Governance for Messaging environment
- Develop “to be Identity landscape” incorporating planning architecture Azure AD Connect, Microsoft 365 tenant readiness, and Network and DNS
- Develop a plan for compliance and governance implementation
- Develop a plan for data migration
- Develop a plan for Exchange Online
- Develop a plan for Microsoft 365 Apps deployment
- Develop a plan for Microsoft Intune Mobile Device Management (MDM) deployment
- Develop a plan for OneDrive for Business configuration
- Develop a plan for SharePoint Online configuration and Governance recommendations
- Develop a plan for Teams configuration and Governance recommendations
- Develop a Backup and Recovery Plan
- Develop a Disaster Recovery/Business Continuity Plan
- Develop knowledge transfer plan for IT administrators
- Develop knowledge transfer plan for Business users
- Provide an Information Architecture (IA) Design and Governance model

Deliverable(s):

Due upon completion of Task 1 -

Design and Architecture of the Microsoft 365 tenant

One (1) written plan for each of the following:

- Compliance and Governance implementation
- Data Migration
- Exchange Online
- Microsoft 365 Apps deployment
- Microsoft Teams
- OneDrive for Business
- SharePoint Online
- Microsoft Intune MDM deployment
- Teams configuration and governance
- Backup and Recovery
- Disaster Recovery/Business Continuity

Task 2: Tenant Provision and Tune

Identity and Access Management, Single Sign On (SSO), and Multi Factor Authentication (MFA)

Consultant shall implement Microsoft 365 Identity models, authentication, and access procedures. Consultant shall:

- Configure Office 365 Tenant
- License and Subscription management
- Update vanity domains
- Configure DNS settings for tenant
- Configure Active Directory Federation Service (ADFS)
- Configure Azure SSO
- Configure Azure Conditional Access
- Configure Microsoft MFA

Deliverable(s):

Due upon completion of Task 2 –

Identity and Access configured

ADFS and SSO configured

Microsoft 365 Mailbox Provisioning

Upon completion of subtask 2.1, Consultant shall prepare Exchange Online for creating user mailboxes in Exchange Online. (One thousand eight hundred forty-three [1843] mailboxes with fourteen terabytes [14 TB] of storage, average mailbox size three gigabytes [3 GB] up to thirty-five gigabytes [35 GB]). Consultant shall use Exchange Online PowerShell to create a new mailbox, including:

- License Assignment and Mailbox provisioning in Exchange Online
- Preparation of user mailboxes for migration

Deliverable(s):

Due upon completion of Task 2 -

Licenses assigned

Mailboxes provisioned

Task 3: Share Point, Teams, OneDrive Rollout and Governance Implementation

SharePoint Online Implementation and Governance Recommendations

Consultant shall perform a review of the as-is state of the County's existing SharePoint environment and public folders, and develop a Readiness/Environment Assessment. Consultant shall work with County to understand the current state of business and help build a plan for pilot and full migration rollout for Intranet, including plans for SharePoint deployment and implementation, user, governance, communications, training, and testing. Consultant shall define the Migration strategy and plan which will be executed for pilot migration and full migration, and develop a Requirements Document. Consultant shall:

- Configure SharePoint Admin Center
- Provision SharePoint for users
- Provide SharePoint Governance & Recommendations

Deliverable(s):

Due upon completion of Task 3 -

One (1) written Readiness/Environment Assessment for SharePoint

One (1) written plan of each of the following for SharePoint

- Deployment and Implementation
- User Adoption
- Governance
- Communications
- Training
- Testing

One (1) written Requirements Document for SharePoint

OneDrive for Business Implementation

Consultant shall migrate a small proportion of real User Data, and Corporate file share

data to OneDrive from Google Drive to determine if any issues arise and mitigate those issues on a small number of users for future migrations, before completing the implementation. Consultant shall:

- Configure OneDrive for Business Admin Center
- Provision OneDrive for Business for users
- Perform OneDrive Sync Client Provisioning

Deliverable(s):

Due upon completion of Task 3 -

OneDrive for Business Configured

Implementation of OneDrive for Business on Microsoft 365

Microsoft Teams and Chatbot Implementation including Governance Recommendations

Consultant shall review the as-is way of communication and collaboration within the County. Consultant shall

- Configure Microsoft Teams Admin center
- Provide Teams Governance & Recommendations (Naming Conventions, Templates, Policies, Creation Process, and Archival Process)
- Teams Client Provisioning
- Configuring Tenant-wide team settings
- Configuring Guest access
- Configuring Naming policy
- Conduct a pilot of Microsoft Teams Rollout and perform internal testing.
- Assist County to get the User Acceptance Testing (UAT) completed on the pilot migration
- Fix any issues/changes suggested as part of the UAT
- Roll out Teams across County

Deliverable(s):

Due upon completion of Task 3 -

One (1) written Readiness/Environment Assessment for Teams

One (1) written plan of each of the following for Teams:

- Deployment and Implementation
- User Adoption
- Governance
- Communications
- Training
- Testing

- Requirements Document

One (1) written Requirements Document for Teams

Security & Governance Implementation

Consultant shall:

- Configure Exchange Online Protection (EOP)
- Enable Auditing for the tenant
- Disable external access
- Configure Azure Information Protection
- Configure Retention policies
- Configure Archiving policies
- Enable Advanced eDiscovery and Advanced Data Governance
- Implement Advanced Threat Protection

Deliverable(s):

Due upon completion of Task 3 -

Configured recommended eligible services settings

Defined threat-protection policies to set the appropriate level of protection

Task 4: Migration Preparation and FastTrack Validation

Migration methodology

Consultant shall prepare and provide guidance in collaboration with Microsoft to help County plan the migration, configure the source environments and Microsoft 365 tenant, and leverage the data migration services to migrate County data. The County will create and schedule the migration events in tandem with Consultant. Consultant shall launch the migration events with Microsoft, in accordance with the schedule, monitor their progress, and provide status reports.

Consultant shall leverage the Microsoft FastTrack services for the actual Data migration which will involve the following work:

- Migration of eighteen hundred forty-three (1843) mailboxes with approximately fourteen terabytes (14 TB) of the data size (Approximately three gigabytes [3 GB per mailbox average up to thirty-five gigabytes 935 GB) from Gmail to MS Exchange Online
- Restructure and migration of two terabytes (2 TB) of content from Google Drive to OneDrive for Business
- Migration of data content from fifteen to twenty (15-20) Google Sites to SharePoint Online

- Phase wise rollout
 - First migrate the Information Technology Department, followed by Law and Justice, Health and Human Services, Land Use/Environmental Management, and General Government.

Consultant shall:

- Provide a migration workshop covering the approach and process for the selected migration scenario
- Provide requirements for the source environment and Microsoft 365 tenant access to provide data migration services
- Provide guidance on configuring the source environments and Microsoft 365 tenant to enable data migration
- Configure FastTrack migration services to conduct the migrations
- Provide guidance on migration event scheduling
- Conduct migration events following the schedule
- Provide status reports for active migration events
- Monitor migration events and remediate and resolve migration issues
- Provide remediation and resolution options for migration issues that require County action.
- Provide final reports for completed migration events.
- Daily Sync-up meeting with Microsoft Fast Track

Migration Preparations

Consultant shall:

- Create Google Service Account
- Create migration endpoint
- Configure additional domain in Office 365
- Disable Google MFA for Admins
- Prepare Azure AD for migration
- Grant Google Application Programming Interface (API) permissions

Test Migration and Validation with Microsoft FastTrack (16TB Content)

Consultant shall:

- Create ten (10) test user mailboxes in Google Workspace
- Test migration for Google Drive
- Initiate test user mailbox migration to check the endpoint and other settings
- Validate test migration and data

Deliverable(s):

Due upon completion of Task 4 -

Verification of migration preparations

Test results for migration

Task 5: Migration

Task 5.1: Pilot Migration

Data Migration Leveraging Microsoft FastTrack Services (Mailbox and OneDrive)

The pilot migration tests permissions and access verifies success, captures and addresses any errors, documents results, and gathers migration statistics. Consultant shall migrate a small portion of content, verify results and make modifications, and test plans and mapping created during Task 1 specifically through:

- Initiating Google Mailbox migration to Microsoft Exchange Online using Microsoft FastTrack Services
- Initiating Google Drive migration to Microsoft OneDrive for Business using Microsoft FastTrack Services

Migration Validation and Remediation

Consultant shall:

- Validate the migration
- Remediate the migration issues (if any)

Google Vault to Microsoft 365 Archive and Google Sites and Google Drive to SharePoint online and Teams Migration

Consultant shall:

- Configure CloudM Migration Tool
- Configure Project at Google Admin Center
- Setup Impersonation Role to Admins
- Configure Azure Storage (Azure BLOB)
- Assign Tool Licenses
- Configure Source and Destination Endpoints
- Modify Default Migration Parameters
- Test Migration
- Initiate Migration from Google Vault to Exchange Online

Task 5.2: Fifty Percent (50%) Migration Completed

User Acceptance and Testing (UAT)

Consultant shall create test scenarios and provide issue resolution support based on UAT feedback and results. County will be responsible for user acceptance planning, test case development, and testing. Consultant shall assist County in conducting UAT with a group of identified users and provide the remedy for any issues/defects identified.

Task 5.3: One hundred Percent (100%) Migration Completed

Migration Sign Off and Cutover

Consultant shall:

- Cutover the batches upon successful migration
- Perform Migration Sign Off

Task 6: Desktop Upgrade

Task 6.1 Twenty-five Percent (25%) Desktop Upgrade Completed

Task 6.2 Fifty Percent (50%) Desktop Upgrade Completed

Task 6.3 Seventy-five Percent (75%) Desktop Upgrade Completed

Task 6.4 One hundred Percent (100%) Desktop Upgrade Completed

Microsoft 365 Client Apps and Recommendations

Consultant shall plan, prepare, and document Microsoft 365 Apps in their enterprise Environments, including:

- Prepare and Submit Documentation with Recommendations for App deployment
- Provide required assistance to County's IT Team

Desktop/Device Upgrade & Migration to Windows 10 (1600 Devices)

Desktop/Device Upgrade will start with twenty-five percent (25%) of the desktops, followed by fifty percent (50%), seventy-five percent (75%), and remaining desktops/devices. Consultant shall:

- Provide a Golden Image for Windows 10 upgrade from different OS Platforms
- Setup Task Sequence on System Center Configuration Manager (SCCM) Console to Push Win10 Images on Client Machines
- Test and Validate the Task Sequence
- Roll Out of Task Sequence on Required Machines

Microsoft Intune MDM Implementation

Consultant shall plan, deploy, and manage the implementation of Intune for Mobile Device Management, including:

- Configuring Policy Settings for Mobile Devices
- Creating Groups for policy assignment
- Configuring Device Auto-enrollment

- Deploying MS Intune MDM
- Enrolling devices to MS Intune MDM
- Deploying Mobile Application Management
- Integrating Just Another Management Framework (JAMF) with Microsoft Intune
- Configuring Conditional Access for Intune
- Configuring Co-Management for Intune (if required)

Deliverable(s):

Due upon completion of Task 6 –

Documentation for Microsoft 365 Apps

Intune MDM Configured

All devices of each supported platform enrolled

User Acceptance & Testing (UAT)

Upon completion of desktop upgrade, Consultant shall collaborate with County in order to rectify any issues with Microsoft Intune MDM implementation.

Task 7: Training

Task 7.1 Training (For Technical and System Administrators)

Task 7.2 Training (For Beginner End-Users)

Task 7.3 Training (For Experienced End-Users)

Consultant shall provide training to IT staff members, System Admins, and Business Users, including

Training to be provided as such: Technical and Sys Admins will receive up to three (3) training sessions of two (2) hours each. Each session will include up to ten (10) people

- Providing Training for Technical and Sys Admins to Configure, Implement and Support
- Providing Training for Technical and Sys Admins to Trouble-Shoot & Assist in Support
- Administration of Microsoft 365 services
- Creation and administration of archive and retention policies
- Provisioning and de-provisioning of users, including disposition of data that meets County retention and compliance policies
- Responding to e-discovery and legal hold requests
- Managing DirSync
- Administering Microsoft System Center

- Microsoft 365 administration best practices, including role-based controls and separation of duties
- Creating reports for activity, performance, health, and access

Beginner End-Users will receive up to four (4) training sessions of two (2) hours each. Each session will use the train-the-trainer model and include up to thirty (30) people.

- Providing Fundamentals training for Beginner End-Users

Experienced End-Users will receive up to four (4) sessions of two (2) hours each. Each session will use the train-the-trainer model and include up to twenty (20) people.

- Providing Intermediate Training for Experienced End-User
- Advanced Training of Features & Functions for Advanced Experienced End-Users

Training Plan for County of El Dorado

Phase 1: Assessment

- Training Needs Assessment
- Training Needs Analyst Interviews
- Review with Relevant Supervisors

Phase 2: Curriculum Design

- Design of Courses
- Design of Practical Relevant Workshops
- Assign Appropriate Trainers

Phase 3: Training Material Development

- Review Course Contents

Phase 4: Training Delivery

- Run the Course/Workshop

Phase 5: Follow-up and Knowledge Transfer

- Summary Report
- Trainer Feedback
- Trainee Feedback
- Venue Feedback
- Admin Feedback

AgreeYa Team will assess the existing capabilities of the County team and identify the required skill set for all the users requiring training. Based on this assessment, the training curriculum would be jointly decided by AgreeYa and County. A course curriculum and detailed schedule will be prepared by AgreeYa and approved by County to ensure adherence to standards and re-usability. County will provide a training mentor supervise and ensure the following:

- Key objectives of the training are met

- The course materials adhere to County's standards
- The course materials have enough detail to cover all aspects of the delivered product or services.

Deliverable(s):

Due upon completion of Task 7 -

Training Materials/Documentation

Leveraging existing Microsoft content and training as/when appropriate, sample deliverables may include:

- Admin Manual
- Microsoft 365 Implemented Workload Manual
- Video Tutorials
- User Manual
- General end-user training documentation on the new Microsoft messaging environment, including OWA, OneDrive, etc.
- General end-user SOP documentation on changes necessary on mobile devices to use Active Sync in the new messaging format
- Written documentation of archive and retention policies

Task 8: Support

Task 8.1: First Month Support

Task 8.2 Second Month Support

Task 8.3 Third Month Support

Task 8.4 Fourth Month Support

Consultant shall provide four (4) hours per day of support, in accordance with tables below, during the migration, upgradation, and implementation activities starting week nine (9) of the Project Schedule.

County will be provided access to Consultant's support team member's telephone numbers and email. Consultant shall review the support incidents submitted by County through Ticketing Tool. Consultant shall provide solutions and workaround options wherever applicable. The support scope is limited to the issue-resolution/upgrade around existing workloads of the implemented solution only. Consultant shall work with the appropriate County contact to identify the root cause and shall assign an appropriate severity level to set the priority of the support request.

County will provide all the information requested for each error or submitted incident. The Consultant may not be obligated to provide support regarding an error/problem if

the County fails to provide sufficient detail regarding the incident.

Support Level	Support Scope
Level 1 (L1)	<p>Phone calls, chat-based support, email questions, and electronically input trouble tickets from users seeking assistance.</p> <p>Responsible for first-hand troubleshooting of the reported issue.</p> <p>This includes searching for the solutions to common issues and access other helpful tips and advisory information available in our extensive knowledge base.</p> <p>Responsible for determining the customer's issue by analyzing the symptoms and figuring out the underlying problem.</p> <p>Review Help Desk queue daily and resolve or escalate cases as appropriate.</p> <p>Prioritize requests from users and determine criticality. Resolve or escalate to appropriate staff.</p> <p>Responsible for contact and follow up with L2 support in case their services are required.</p>
Level 2	<p>Responsible for looking into the issues that require deeper functional/technical knowledge of the product and are escalated from L1 support.</p> <p>Responsible for suggesting a workaround in case functionality is not working.</p> <p>Responsible for qualifying the issue for L3 support in case L2 support is not able to rectify the issue and L3 services are required.</p>
Level 3	<p>Responsible for looking into any issue that is not resolved by L1/L2 and requires further scrutiny.</p> <p>Responsible for investigating the issue through logs for the issues that are not reproducible.</p> <p>Responsible for hotfix creation in case reported issue is reproducible and requires hotfix to resolve.</p> <p>The issue will be considered into L3 support only if the same is related to existing defined functionality.</p> <p>Liaison with Microsoft in case the issue is not resolved.</p>

Severity Levels	Definition	Maximum Response Time
Severity 1 (S1)	Business operations have been severely disrupted Substantial loss of service All or a substantial portion of mission-critical data is at significant risk of loss or corruption.	Two (2) Hours
Severity 2 (S2)	Major functionality is severely impaired Operations can continue in a restricted fashion, although long-term productivity might be adversely affected A major milestone is at risk A temporary workaround is available	Eight (8) Hours
Severity 3 (S3)	Partial, non-critical loss of functionality Impaired operations of some components but allows the user to continue using the associated system and site A minor milestone is at minimal risk A temporary workaround is available	Sixteen (16) Hours

Classification of Service	Hours of Services	Resource Availability
Normal business hours support	8:30am – 5:30pm Pacific Monday – Friday	Business Hours
Weekend/Holiday Support Services	Saturday and Sunday or County-recognized Holidays	Limited support services only for Severity 1 incidents

Task 9: Project Contingency

During the course of the Project, new or unforeseen requests or requirements may be presented, or changes may be requested related to the Project or its scope. These additional tasks, functions or deliverables have not been provided under the scope of this Project. If County requires or requests additions or changes with any of the above items, Consultant may provide additional services Consultant shall not perform any additional services under this Task 9 Project Contingency without prior written approval of and issuance of a written Work Order by County's Contract Administrator.