

# Additional Information

ERP Agenda Item - May 13, 2014

**KEY PROVISIONS AND MATERIAL DISCLOSURES:  
ERP MASTER SERVICES AGREEMENT WITH CEDARCRESTONE, INC. (RLI No. R0866301R2)**

ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS COMMENTS
<b>1. Audit</b>	The Agreement includes the standard audit rights of County, but also includes a provision that allows CCI to honor any express confidentiality or non-disclosure obligations it has relating to Hosting Services, provided that the documentation provided in response to any County audit request is sufficient to confirm proper invoicing and establish and verify performance under the Agreement. (Section 16.30)	This was a heavily negotiated provision. CCI has express contractual requirements that prohibit disclosure of certain software licensing terms and the identity of some of its other clients.  <i>County Auditor does not approve this modification.</i>
<b>2. CBE</b>	The CBE goal is 10%, which is defined as 10% of the Implementation and Managed Services. (Section 16.1.2)	The RLI stated that the CBE goal was 10%. During the procurement process, OESBD clarified that the 10% was "excluding software and application licensing." Upon further request for clarification during the negotiation process, OESBD confirmed that Hosting Services, pre-project training, and bond costs are also excluded. See OESBD memo.
<b>3. Dispute Resolution</b>	Any dispute (other than injunctive relief) is escalated to senior personnel within each party and subject to non-binding mediation; the dispute resolution process is expedited and must be completed within 45 days. (Article 13)  Disputes as to whether requested services are "in scope" or "out of scope" are subject to these procedures. CCI will perform disputed services at County's request for up to 60 days. If the disputed services exceed \$100,000 in value, mediation shall commence in a shorter period of time. No <i>undisputed</i> services shall be suspended pending resolution of a dispute. (Section 5.3.4)	These negotiated dispute resolution provisions provide a mechanism to expedite resolution without disrupting the project schedule.
<b>4. Fees and Retainage</b>	Implementation Services are paid primarily upon acceptance of applicable Deliverables (Section 5.2.1(b)).	The RLI did not expressly require retainage; the proposed ERP contract listed only a blank ("____%")

	<p>Payment of Deliverables for implementation services are tied to acceptance criteria and are subject to a 15% Retainage per Roll-Out, of which half (or 7.5% of total Implementation fees for that Roll-Out) is released upon final acceptance of the applicable Roll-Out, and the remaining half (i.e., 7.5%) is released upon Final Acceptance of the entire System (Section 5.1.2)</p> <p>Monthly hosting fees are fixed for the first 5 years, and then are subject to a one-time increase at the start of any 5-year renewal term as follows: the lesser of (i) change in CPI from the beginning to the end of the prior 5-year term, or (ii) 17.5%. The rate would then be fixed the next 5 years (or 0% increase) until the start of the next 5-year renewal term. (Exhibit B-2, Section 4)</p>	<p>amount of retainage.</p> <p>This was a heavily negotiated provision. Retainage allows County to hold CCI accountable and incentivizes CCI's prompt performance.</p> <p>The CPI index results in a flat, fixed rate for the County for each 5-year term, with annual rates less than the County default of 3% annual increase for most of each 5-year term.</p>
<b>5. Indemnification</b>	<p>Indemnification by CCI is limited to claims arising from (1) personal injuries, (2) damages to tangible property, (3) breach of confidentiality obligations, (4) violation of intellectual property rights, or (5) claims by Contractor's employees, affiliates, vendors, or subcontractors. (Section 7.1)</p> <p>County indemnifies CCI if any infringement action is brought against CCI that arises from use of the Hosting Services other than as permitted in the Agreement or in County's software license agreements with the software provider at issue, and against any third party claim against CCI arising from County's breach of the Agreement, failure to maintain required license rights, or damage to CCI's technology caused by gross negligence or unlawful conduct of County or its agents. (HSS Section 8.1)</p>	<p>This is less broad than the County standard indemnification language. This was a heavily negotiated provision and includes indemnification for the most common areas of exposure. This indemnification language is usual and customary for this type of project.</p>
<b>6. Insurance</b>	<p>1. CCI must maintain the required \$10M in professional liability insurance in place for two (2) years after completion of all Services under the Agreement. (Section 8.3)</p> <p>2. Copies of renewal certificates will be provided within 10 days of the renewal, rather than 30 days prior to expiration.</p>	<p>CCI's insurance provides for only a <u>one-year</u> extended reporting period; <u>three (3) years</u> extended reporting was required under the RLI (Exh. K). The RLI requirement is met by the required continuation of the insurance coverage for 2 years after the Services</p>

	(Section 8.8)	are completed plus a 1 year extended reporting period.  <i>Risk Management has reviewed and approved these terms.</i>
<b>7. Key Personnel</b>	The Agreement contains the standard County requirements for Key Personnel, but does include that if County insists on replacement of a person over CCI's objection that results in delay or increased costs, the delay will be considered caused by County and County will be responsible for the increased costs (which will be documented by the parties in writing). (Section 16.34)	ETS specifically required this provision to ensure the appropriate resources be assigned to this project and acknowledges the risk of potential project delays.
<b>8. Limitation of Liability</b>	<p>Liability of CCI is limited to the following:</p> <p><i>For claims arising <u>before</u> Final Acceptance:</i> the greater of (i) \$2,000,000 or (ii) 1.5 times the fees paid under the Implementation SOW [or 1.5 times amount paid up to \$32M] up to the total contract value.</p> <p><i>For claims arising <u>after</u> Final Acceptance:</i> the lesser of (i) \$3,000,000 or (ii) largest amount actually paid to Contractor by County in any consecutive twenty-four (24) month period for Hosting Services [approx. \$3M].</p> <p>Claims resulting from CCI's disclosure of County confidential information, intellectual property infringement, or indemnification are excluded from any limitation of liability.</p> <p>Liability is also excluded for any consequential, indirect, punitive, etc. damages <i>other</i> than false claims act damages. (Section 7.2)</p>	<p>The RLI provided for a limitation of liability of 2.5 times the total contract value, rather than the "fees paid."</p> <p>This was a heavily negotiated provision and includes limitations of liability up to \$32M for claims arising before Final Acceptance.</p>
<b>9. Liquidated Damages</b>	County will be entitled to liquidated damages in the amount of \$3,000 per calendar day by which CCI misses a Go-Live Date for each Roll-Out, provided that the delay is not excused and subject to a cap of \$1M per Roll-Out. (Section 16.41)	<p>CCI took exception to any liquidated damages during the procurement process. This was a heavily negotiated provision.</p> <p>This liquidated damages provision and this service</p>

	County will be entitled to Service Credits for any CCI failure to abide by the uptime and performance requirements set forth in the Service Level Agreement. (HSS Section 9.1 and Appendix 1)	credit provision represent reasonable assessments of potential damage to County in the event of downtime or a delay.
<b>10. Most Favored Nations</b>	[This provision was removed.]	CCI took exception to this provision during the procurement process. The provision was removed as part of the negotiation of other key deal points, including liquidated damages and retainage. County has utilized other methods of assurance to confirm appropriate pricing of comparable services.
<b>11. Non-Solicitation</b>	Neither County or CCI will directly solicit any employee who worked for the other in connection with Hosting Services for the duration of the hosting services and for one (1) year after. Public posting of positions does not violate this provision. (HSS Section 10.4)	ETS recommends acceptance.
<b>12. Off-Shore Limitation</b>	No County data may be hosted or transferred off-shore without prior written approval by County. County's System may be physically hosted only in Alpharetta, Georgia or Nashville, Tennessee. No development or support work may occur off-shore without County's prior written approval, <u>except</u> that development work for Hosting and Implementation and support services during non-Business Hours for Hosting may occur off-shore. (Section 16.32)	CCI will be providing certain development work and off-hours support services through off-shore services. The implementation statement of work allows CCI to use off-shore resources for development tasks for up to 10 to 15% of total implementation hours.  These off-shore resources will only be accessing County data and applications remotely. No County data will be physically stored in any place other than at the Alpharetta, GA, and Nashville, TN, data centers. These off-shore limitations provide County with 24/7 support while protecting County data and providing cost efficient development work when appropriate.
<b>13. Performance and Payment Bond</b>	CCI must maintain a performance and payment bond of \$5M for each Roll-Out and continuing for 90 days after acceptance of each Roll-Out. County may reduce or waive bond requirements for later Roll-Outs. (16.42)  The performance bond form approved by CCI's surety differs in	The RLI required a bond of "50% of the implementation costs associated with this procurement, for Phase I, as defined in Exhibit 1." Based upon the value of Phase I, as defined in Exhibit 1 to the RLI, the required bond would have been approximately \$4.3 million. The RLI stated that the

	<p>some material respects from the RLI bond form, including that the bond is for a one-year term, which may be renewed. CCI is obligated under the agreement to maintain a \$5M bond for the duration of the Implementation Services unless otherwise reduced or waived by County, so the duration of any particular bond is not material provided that a bond is always in place. In addition, the bond language confirms that it covers only Implementation Services, and not Hosting Services or Managed Services.</p>	<p>performance bond for subsequent phases would be negotiated between the parties at a later date.</p> <p>At the County's request, certain services were expanded or reallocated between phases, which increased the value of Roll-Out 1. Therefore, the County requested an increase to the performance bond to \$5 million for <i>each</i> Roll-Out. If approved by County's Purchasing Director, the bond amount may be reduced or waived for later Roll-Outs.</p> <p>This was a heavily negotiated provision to ensure that the County received adequate bond protection for all Roll-Outs; the net effect is more coverage for the County than was required under the RLI.</p>
<b>14. Piggy-Back</b>	<p>Other County Constitutional, municipalities, or other counties may buy under the same terms and conditions. (Section 16.44)</p>	<p>Added at County's request to leverage the efforts from this procurement.</p>
<b>15. Required Agreements</b>	<p>County must maintain appropriate software licenses for any software being hosted by CCI. County need not maintain all support and maintenance for the software at issue, but must promptly inform CCI if County discontinues support and maintenance. (HSS Sections 6.2 and 6.3)</p>	<p>This is standard language, typical in industry, and provides the County with the option of continuing or not continuing maintenance and support services on licensed software.</p>
<b>16. Service Level Agreement</b>	<p>CCI must abide by the Service Level Agreement, which contains the system performance metrics for uptime, the data security requirements, the back-up and recovery requirements, and other data and security requirements as approved by ETS. (HSS at Appendix 1)</p>	<p>ETS developed a standard Service Level Agreement for all hosting and SaaS contracts. These standards were developed to establish County service and security requirements and to provide measures for enforcing vendor compliance. These provisions are tied to vendor service credits.</p>
<b>17. Suspension</b>	<p>If the County suspends a Roll-Out Go-Live Date by more than 90 days, CCI may release the bond provided it is re-instated prior to re-commencement of the Roll-Out (Section 16.43.1)</p> <p>If County suspends or delays a Roll-Out Go-Live Date by more than 150 days (excluding CCI delays or agreed extensions), the</p>	<p>These requests were made by CCI which the County deemed reasonable, given the length of the project and the parties' shared responsibilities towards the project's success.</p>

	<p>retainage held for any previously-accepted Roll-Out will be released. (Section 16.43.2)</p> <p>If County delays any Go-Live Date by more than a year (excluding CCI delays or agreed extensions), then all retainage for accepted deliverables will be released. (Section 16.43.2)</p> <p>Upon re-commencement, the retainage previously released ahead of schedule shall be replenished through crediting successive invoices over the next 90 days in pro rata amounts. (Section 16.43.4)</p> <p>Contractor may suspend Implementation Services if more than \$4 million in invoices for Implementation Services are overdue by more than 60 days. (Section 10.2.3)</p>	
<b>18. Term</b>	<p>The Agreement Term is comprised of three separate terms, each of which are independently renewable or terminable:</p> <ul style="list-style-type: none"> <li>• Implementation Term (from Notice to Proceed through Final Acceptance and until end of Post Go-Live Support Period)</li> <li>• Hosting Term (from Notice to Proceed for 5 years, with three 5-year renewal options)</li> <li>• Managed Services Term (from Notice to Proceed for 5 years, with three 5-year renewal options)</li> </ul> <p>(Section 6.1)</p>	<p>The County structured this project in this manner to provide flexibility during this large-scale, multi-year, endeavor. These provisions work in conjunction with County's standard termination provisions.</p>
<b>19. Termination Rights</b>	<p>County may terminate for cause or for convenience. (Section 10.1).</p> <p>Contractor may terminate for cause, subject to a cure period of 90 days (Implementation or Managed Services) or 180 days (Hosting Services). Contractor may also suspend Implementation Services if more than \$4M of invoices are more than 60 days late</p>	<p>Given the nature and duration of this project and required commitment of resources, CCI requested certain protections in the event of termination. ETS believes these requests to be reasonable.</p>

	Any termination of Hosting Services for convenience by County or for cause by Contractor within first 5 years is subject to a Termination Fee (which is up to 20% of the remaining hosting fees due over the first 5 years). (Sections 10.3).	
<b>20. Testing and Acceptance</b>	<p>Key Deliverables, each Roll-Out, and the entire System will be subject to acceptance testing prior to invoicing for that item. Each Deliverable has a testing period, by the end of which County must accept or reject; failure to respond constitutes acceptance (Section 12.6).</p> <p>If a Deliverable is rejected, Contractor may not invoice for that Deliverable. If it is only partially accepted, Contractor shall continue to resolve any failures but may, if County agrees, invoice County for agreed-upon value of accepted portion. (Section 12.7.2)</p> <p>Final Acceptance requires that the entire System function in production for 60 days with no defects. (Section 12.9)</p>	This is standard language for testing and acceptance of a large-scale, multi-year implementation project, which requires multiple deliverables by Roll-Out. Final acceptance provisions ensure that the County receives a complete, working system.
<b>21. Timetable</b>	CCI shall complete the System through Final Acceptance within 51 months (with County option to terminate if Final Acceptance is not obtained within 65 months) (Section 6.4). To the extent CCI's nonperformance is due to County's failures to perform, such nonperformance is considered excused (Section 6.5).	This is standard language for a large-scale, multi-year, hosting and implementation endeavor, typical in industry, and provides adequate time for performance with an acceptable buffer for County protection.
<b>22. Warranties</b>	<p>Contractor warrants its technology as to intellectual property claims and rights (Section 14.1; HSS Sections 5.1 and 5.4).</p> <p>Contractor warrants for one year after each Roll-Out that the applicable Roll-Out will conform to the Statement of Work and meet the Specifications (which are 300+ pages of detailed functionalities from the RLI and updated based on County requirements). The Specifications range from minutia (e.g., printing on optional paper sizes, ability to email a report, and supporting electronic signatures) to specific department/agency</p>	This provides comprehensive warranty protection for the County for each Roll-Out including between Roll-outs to ensure that the System will conform to the Statement of Work including the approximately 2,850 detailed functional requirements contained therein.



	<p>requirements, to substantive items (e.g., software and browser compatibilities, reporting and querying functionality, available formats, security levels, version control, etc.). (Section 14.2)</p> <p>Contractor warrants that the Hosting Services will conform to the Hosting Statement of Work and the Service Level Agreement for the duration of the Hosting Term. (HSS Section 5.2)</p> <p>County warrants that its use of the Hosting Services will not knowingly violate applicable law or intentionally use the Hosting Services for unlawful purposes. In the event of breach, CCI may suspend County's affected Hosting Services upon prior notice, but must immediately re-commence upon reasonable action by County to cure. (HSS Section 5.6)</p>	
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**KEY PROVISIONS AND MATERIAL DISCLOSURES:  
ANCILLARY AGREEMENTS RELATED TO ERP (RLI No. R0866301R2)**

<b>BIDDLE CONSULTING GROUP: SOFTWARE AS A SERVICE (SaaS) AND SOFTWARE LICENSE AGREEMENT</b>		
<b>ISSUE</b>	<b>CONTRACT LANGUAGE OR DISCLOSURE</b>	<b>ETS RESPONSE AND ADDITIONAL COMMENTS</b>
<b>Final Acceptance and Warranty</b>	The Final Acceptance criteria and the warranty for the Biddle software include the full functionality between the Biddle software and NeoGov Insight Enterprise System functions as intended under the applicable Specifications from the RLI. (Exhibits A and G) The warranty is for the duration of the agreement. (Section 9.2)	Warranty periods for software are usually limited to a defined period following implementation; however, the County is using Biddle in an SaaS capacity; therefore, the vendor will warrant the software as long as the County subscribes to the service.
<b>License</b>	The software and SaaS rights are only for the term of the agreement; if the County does not renew, the County will not be able to continue using the software and services. (Section 3.2)	County is purchasing a subscription to the vendor's SaaS system, not a software license. The County has the option to terminate the subscription and seek an alternative solution.
<b>Payment</b>	Payment to Biddle for the Biddle software is made to NeoGov pursuant to the terms of the Biddle agreement. In the event NeoGov and Biddle cease their partnership, both agreements may need to be amended. (Section 5.3; Exhibit B)	Biddle software and services can function independently of NeoGov software. If necessary, County could continue to use the products if Biddle and NeoGov cease their association.

<b>N. HARRIS COMPUTER CORPORATION: SOFTWARE LICENSE AGREEMENT</b>		
<b>ISSUE</b>	<b>CONTRACT LANGUAGE OR DISCLOSURE</b>	<b>ETS RESPONSE AND ADDITIONAL COMMENTS</b>
<b>Fees</b>	Software license fees are due upon execution and are a single payment for the duration of the agreement. Support and Maintenance payments are due semi-annually in advance and are capped at two-and-one-half percent (2.5%) after the initial five (5) years. (Exhibit B)	It is usual and customary to pay for software licenses before implementation. The vendor requested payment of maintenance fees annually in advance but through negotiations, the vendor agreed to semi-annual payments.

N. HARRIS COMPUTER CORPORATION: SOFTWARE LICENSE AGREEMENT		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
<b>Final Acceptance and Warranty</b>	The Final Acceptance criteria for the N. Harris Computer software includes only very basic functionality as the software will be customized under the main ERP contract. (Exhibit A) The warranty under the N. Harris contract, however, includes the full functionality under the applicable Specifications from the RLI. (Exhibits A and G) The warranty is for the duration of the agreement. (Section 9.2)	Although Final Acceptance of software occurs prior to completion of the ERP integration, the vendor warrants the software and all Custom Work Products will perform substantially as described in the applicable Statement of Work and the applicable Specifications from the CCI contract for the full term of the agreement.  CCI Final Acceptance terms require CCI to provide a fully functioning System, inclusive of licensed software.
<b>Indemnification</b>	The general indemnification provision is not County standard, but provides indemnification for all claims arising from any material breach, violation or non-performance of any obligation in the agreement, or wrongful act or willful misconduct by N. Harris Computer. (Section 10.1.1) This general indemnification provision is subject to the limitations of liability in the contract.  iNovah also provides a comprehensive intellectual property indemnification for any infringement claim against County relating to the N. Harris Computer software. (Section 10.1.2) This intellectual property indemnification is <u>not</u> subject to the limitations of liability.	This is less broad than the County standard indemnification language. This was a heavily negotiated provision and includes indemnification for the most common areas of exposure. This indemnification language is usual and customary for this type of project.
<b>Insurance</b>	N. Harris Computer shall provide a certified copy of a specific part of the policy requested by the County, unless N. Harris is restricted in providing certified copies, allowing specific parts to be redacted by Provider. (Section 11.7)	Risk Management has approved this modification.

N. HARRIS COMPUTER CORPORATION: SOFTWARE LICENSE AGREEMENT		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
<b>License</b>	The software license rights are only for the term of the agreement; if the County does not renew, the County will not be able to continue using the software. (Section 3.2)	County is purchasing a license to use the vendor's browser-based software and agrees to pay annual Support and Maintenance services to keep the software up to date with the latest releases. The County has the option to terminate the license, stop paying maintenance fees, and seek an alternative solution.
<b>Limitations of Liability</b>	This non-standard limitations of liability provision limits N. Harris Computer's liability at the maximum amount stated as total compensation in Section 5.1 for Software License Fees plus (i) only to the extent actually paid, compensation related to the Optional License Modules, and (ii) the maximum amount of Support and Maintenance fees actually paid under this agreement during any consecutive twelve (12) month period. (Section 10.2) Excluded from this cap are actions arising from breach of confidentiality obligations, intentional misrepresentation, gross negligence, willful misconduct, injury or death to persons, damage to tangible or real property, or CCI's intellectual property indemnification obligations.	This was a heavily negotiated provision and includes liability provisions for the most common areas of exposure for the County.
<b>Ownership of Custom Works</b>	The software license and support/maintenance are provided under this agreement, but N. Harris Computer is also providing services to County under the main ERP Agreement with CCI. This agreement confirms that the County owns all right and interest in any customization done by Provider under the CCI contract. (Section 7.3)	Contractor will develop custom interfaces between N. Harris Computer and other County licensed software. This provision ensures that County owns all rights and interests to these work products.

MYTHICS, INC.: GSA SUPPLEMENTAL AGREEMENT FOR APPLICATION SOFTWARE		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
<b>Additional Software Options</b>	County may elect to purchase additional software modules, which are subject to a two (2) year price hold. (Exhibit B)	ETS heavily negotiated the software modules to be licensed with special consideration for software, which might be considered in the next two (2) years, to leverage negotiation efforts in favor of the County.
<b>Fees</b>	License fees are invoiced ninety (90) days after Final Acceptance; Support and Maintenance are invoiced quarterly in arrears. (Section 5.2.1)	It is usual and customary to pay for software licenses before implementation. The vendor permitted a ninety (90) day payment period following contract execution. The vendor requested payment of Support and Maintenance fees quarterly in arrears.  This was a heavily negotiated provision in favor in County.
<b>Final Acceptance and Testing Procedures</b>	The GSA contract terms of Oracle software govern the testing period, which is five (5) days after delivery. Given the fact that the software will not be in use by County until after an extensive implementation and customization period, testing and acceptance will be conducted by CCI and will be perfunctory. (Section 6.3)	This is a requirement for the use of Oracle's PeopleSoft software.  Final Acceptance under the CCI contract requires CCI to provide a fully functioning System, inclusive of licensed software provided by Mythics.
<b>GSA Terms</b>	The agreement incorporates the terms of the Mythics GSA contract, but the County agreement prevails over any conflicts <u>other</u> than Appendix I, which are the Oracle terms of the GSA contract. (Article 2)	County agreement with Mythics does not change or alter Oracle terms of the GSA contract. Oracle terms would prevail over any conflicts. This is a requirement for the use of Oracle's PeopleSoft software.
<b>Indemnification</b>	The GSA contract terms of Oracle software govern the indemnification, which is a broad intellectual property indemnification. (Section 10.2)	This is a requirement for the use of Oracle's PeopleSoft software.
<b>Limitation of Liability</b>	The GSA contract terms of Oracle software govern the limitation of liability, which is for amounts paid under the contract. (Section 10.1)	This is a requirement for the use of Oracle's PeopleSoft software.

MYTHICS, INC.: GSA SUPPLEMENTAL AGREEMENT FOR APPLICATION SOFTWARE		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
<b>Piggy Back</b>	Other County Constitutional officers, municipalities, or other counties may buy under the same terms and conditions. (Section 13.27)	Added at County's request to leverage the efforts from this procurement.
<b>Support and Maintenance</b>	<p>The terms of Support and Maintenance Services are dictated by Oracle, and Oracle's policies are incorporated and attached to the Agreement. Oracle's support terms may change over the term of the agreement, but are warranted to provide no lesser level of service than was provided at the inception of the agreement. (Exhibit D)</p> <p>Support and Maintenance fees are fixed for the first five (5) years, and then capped at no more than a 4% annual increase. (Exhibit B)</p> <p>County can elect not to renew Support and Maintenance services for the next annual period at any time. (Section 3.3)</p>	This was a heavily negotiated provision. It is in the County's interest to secure an agreement for fixed Support and Maintenance fees with a subsequent annual cap on increases. County has the option not to renew Support and Maintenance services.
<b>Warranty</b>	The GSA contract terms of Oracle software govern the warranty, which is for a period of one (1) year. (Section 9.2)	This is a requirement for the use of Oracle's PeopleSoft software.

GOVERNMENTJOBS.COM d/b/a NEOGOV: SaaS AGREEMENT		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
<b>Final Acceptance and Warranty</b>	<p>The Final Acceptance criteria and the warranty for the NeoGov software include the full functionality under the applicable Specifications from the RLI. (Exhibits A and G)</p> <p>The warranty is for the duration of the agreement. (Section 9.2)</p>	<p>Warranty periods for software are usually limited to a defined period following implementation. County is using NeoGov as SaaS; therefore, the vendor will warrant the software as long as the County subscribes to the service.</p> <p>Note that although Final Acceptance of NeoGov SaaS occurs</p>

GOVERNMENTJOBS.COM d/b/a NEOGOV: SaaS AGREEMENT		
ISSUE	CONTRACT LANGUAGE OR DISCLOSURE	ETS RESPONSE AND ADDITIONAL COMMENTS
		<p>prior to completion of the NeoGov-ERP integration, the vendor warrants the software will perform substantially as described in the applicable Statement of Work and the applicable Specifications from the CCI contract for the full term of the agreement.</p> <p>CCI Final Acceptance terms require CCI to provide a fully functioning System, inclusive of NeoGov licensed software.</p>
License	The software and SaaS rights are only for the term of the agreement; if the County does not renew, the County will not be able to continue using the software and services. (Section 3.2)	County is purchasing a subscription to the vendor's SaaS system, not a software license. The County has the option to stop paying Maintenance fees and seek an alternative solution.
Payment	<p>Payment to NeoGov includes payment for the Biddle software provided to County under the Biddle agreement. In the event NeoGov and Biddle cease their partnership, both agreements may need to be amended. (Exhibit B)</p> <p>SaaS fees include a one-time set-up fee charged upon Final Acceptance, and quarterly Support and Maintenance payments in advance. Support and Maintenance fees shall not increase for the duration of the agreement, inclusive of any renewals. (Exhibit B)</p>	NeoGov SaaS services are needed for County HR purposes and can function independently of Biddle software. If necessary, County could continue to use the products if Biddle and NeoGov ceased their association.

**Per Contract Amount**

Services or Other Deliverables	Term	CCI	Biddle	Mythics	NeoGov	N. Harris	Total
Implementation Services	Implementation Term	\$31,100,000					\$31,100,000
Hosting Services	Hosting Term	\$5,500,000					\$5,500,000
Managed Services	Managed Services Term	\$4,200,000					\$4,200,000
Bond Charges	Agreement Term	\$750,000					\$750,000
Pre-Project Training	Agreement Term	\$502,000					\$502,000
Application Software License Fees	Agreement Term			\$2,400,000		\$235,000	\$2,635,000
Support and Maintenance	Agreement Term			\$2,554,000		\$206,000	\$2,760,000
Set-Up Fee, Services, and Support and Maintenance	Agreement Term				\$442,900		\$442,900
<b>IMPLEMENTATION COSTS (INITIAL 5-YEAR TERM) TOTAL</b>		<b>\$42,052,000</b>		<b>\$4,954,000</b>	<b>\$442,900</b>	<b>\$441,000</b>	<b>\$47,889,900</b>
Optional Services for Implementation Services	Agreement Term	\$3,100,000					\$3,100,000
Optional Services for Hosting Services	Agreement Term	\$250,000					\$250,000
Optional Services	Agreement Term		\$25,000	\$105,600	\$50,000	\$155,000	\$335,600
<b>OPTIONAL SERVICES TOTAL</b>		<b>\$3,350,000</b>	<b>\$25,000</b>	<b>\$105,600</b>	<b>\$50,000</b>	<b>\$155,000</b>	<b>\$3,685,600</b>
<b>TOTAL NOT TO EXCEED</b>		<b>\$45,402,000</b>	<b>\$25,000</b>	<b>\$5,059,600</b>	<b>\$492,900</b>	<b>\$596,000</b>	<b>\$51,575,500</b>