MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this “**Agreement**”) is made and entered into between Rock Solid Technology, Inc. (“**Company**”) and the County of Sonoma (“**Customer**”) and is effective as of July 20, 2021 (“Effective Date”). Each of Company and Customer is a “**Party**” and together, the “**Parties**.”

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

1. DEFINITIONS

“Addendum” means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

“Affiliate” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

“APIs” means the application programming interface provided by Company.

“Authorized Users” means employees, contractors, and agents of Customer who are registered by Customer to use the Products

“Customer Data” means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer’s use of a Product or receipt of Professional Services

“Deliverables” means any work product or other materials created by Company in connection with its performance of Professional Services

“Documentation” means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

“Hosted Services” means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

“Order Form” means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

“Product” means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Scope of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees, incorporated herein by reference and attached in Addendum E.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product.

"User" means an employee or approved contractor of Customer that has been granted a license to access to the Software. As this agreement, there are two User license types: Enterprise and Team Member.

2. PRODUCT RIGHTS AND RESTRICTIONS

2.1 Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an Order Form.

2.2 Licenses

(a) *Hosted Services*. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

(b) *API*. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

(c) *Software*. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

(d) *Geographical Files*. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

2.3 Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

2.4 Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

2.5 Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

2.6 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; (b) use a Product to provide services to third parties (e.g., as a service bureau); (c) use a Product for any benchmarking activity or in connection with the development of a competitive product; (d) circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; (e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); (f) use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or (g) use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

2.7 Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

2.8 Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. The capabilities of any included integration with Third-Party Products is outlined in Addendum A, Integration Feature Matrix. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

2.9 Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

2.10 Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

2.11 Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

2.12 Audit. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (b) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

3. PROFESSIONAL SERVICES

3.1 Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

3.2 Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

3.3 Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.4 Personnel

(a) *Suitability*. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

3.5 *Customer Responsibilities*. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information.

(a) *Non-solicitation*. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

3.6 *Company Responsibilities*. Company shall be responsible for the specific deliverables set forth in this Agreement, including all exhibits and the Scope of Work attached hereto as Addendum E, but shall not be held liable for deliverables, which are dependent on deliverable(s) for which Customer is responsible and does not deliver.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within 30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

4.2 Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "Taxes") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

5.2 Termination for Convenience. Customer may not terminate for convenience in the initial 12 months immediately after the Effective Date. After the initial 12-month period following the Effective Date and without cause, Customer shall have the right, in its sole discretion, to terminate this Agreement by giving six (6) months written notice to Company. Upon termination of this Agreement by Customer, Company shall be entitled to receive as full payment for all Professional Services satisfactorily rendered and expenses incurred hereunder. All Software Fees outlined in the Order Form will be owed at an amount prorated to the Termination Date.

5.3 Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

5.4 Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

5.5 Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

5.6 Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

5.7 Survival. Notwithstanding anything to the contrary herein, any provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

6. CONFIDENTIALITY

6.1 Definition. As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a Party ("Disclosing Party") to or by the other Party ("Receiving Party"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,

(b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMER

7.1 Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

7.2 Mutual Warranties. Each Party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and (b) it shall comply with all applicable laws. .

7.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF

THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

8. INSURANCE

8.1 With respect to performance of work under this Agreement, Company shall maintain and require all of its subcontractors, consultants, and other agents to maintain insurance as described in Addendum C which is attached hereto and incorporated herein by this reference.

9. INDEMNIFICATION

9.1 Defense by Company. Company agrees to accept all responsibility for loss or damage to any person or entity, including Customer, and to indemnify, hold harmless, and release Customer, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Company, that arise out of, pertain to, or relate to Company's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Company agrees to provide a complete defense for any claim or action brought against Customer based upon a claim relating to such Company's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Company's obligations under this Section apply whether or not there is concurrent or contributory negligence on Customer's part, but to the extent required by law, excluding liability due to Customer's conduct. Customer shall have the right to select its legal counsel at Company's expense, subject to Company's approval, which shall not be unreasonably withheld.

9.2 Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (a) use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; (b) the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or (d) any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

9.3 THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

10. LIMITATIONS OF LIABILITY

10.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2 Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO

THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED $1,000,000 PER OCCURRENCE; $2,000,000 GENERAL AGGREGATE LIABILITY DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. GENERAL

11.1 Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

11.2 Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

11.3 Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

11.4 U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

11.5 Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

11.6 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

11.7 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

11.8 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Sonoma County, California in connection with any action arising out of or in connection with this Agreement.

11.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

11.11 Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

11.12 Publicity. Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials Any other uses of either party's name shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld.

11.13 Company may identify Customer as a customer in marketing materials, promotional presentations, customer lists, website and other written and electronic materials (name). Any other uses of either party's name shall be subject to the prior review and approval of the owning party, such approval not to be unreasonably withheld. Company may not use Customer's logo without prior written consent.

11.14 Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this

Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

11.15 Data Breach. If Provider experiences a data breach which involves Software in use by Subscriber, Provider is required to notify Subscriber within 1 business day of becoming aware of the breach. At that time Provider will make best efforts to understand if the data breach compromised Customer Data, and work with the Subscriber to take appropriate next steps. However, any data breach caused by actions taken by Subscriber in violation of Section 2.5 Authorized Users and Section 2.6 Use Restrictions, Subscriber acknowledges that it may negate Provider's ability to recognize such breach.

11.16 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company: Rock Solid Technologies

By: Tom Spengler
Tom Spengler (Jul 6, 2021 15:07 PDT)

Name: Tom Spengler

Title: CEO

Date: Jul 6, 2021

Customer: County of Sonoma

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: Jennifer Larocque

Jennifer Larocque

Date: Jul 7, 2021

APPROVED AS TO FORM FOR COUNTY:

By: Linda Schiltgen

Linda Schiltgen, Deputy County Counsel

Date: Jul 7, 2021 ______________________

By: ______________________

Chair, Board of Supervisors

Date: ______________________

ATTEST:

By: ______________________

Clerk of the Board of Supervisors

ORDER FORM

Customer:	Sonoma County, California	**Term Start Date:**	Effective Date
Primary Contact:	Jennifer Larocque	**Primary Email:**	Jennifer.larocque@sonoma-county.org
Dollar Values:	All quoted in USD	**Term:**	5 Years
Payment Terms:	Net 30 Days	**Annual Increase:**	3%
Billing Cycle:	Annual in advance	**Automatic Renewal:**	Yes

OneView CRM, Service Requests, and Mobile App	1	$5,715.00	$5,715.00	$68,580.00
Enterprise User 1-25 (Tier 1)	10	$110.00	$1,100.00	$13,200.00
Team Member User 1-90 (Tier 1)	90	$0.00	$0.00	$0.00
Team Member User 91-Over (Tier 2)	0	$6.00	$0.00	$0.00
PublicInput Engagement Hub	1	$1633.33	$1633.33	$19,600.00
		Total Annual SaaS Fees:		$101,380.00

Two of the fees listed above are per user license fees: Enterprise User and Team User. The Team User is offered at two price Tiers, both depending on the total volume purchase by Customer, respectively, as indicated by the numbers (ex. 1-25, 26-50, etc.)

Additional users can be added at any time throughout the term. Charges for additional users will be invoiced the following month and will be prorated until the end of the year based on the unit prices listed above.

IMPLEMENTATION SERVICE FEES (One-time Fees)			
ITEM	**Quantity (estimated hours)**	**Unit Price Per Quantity**	**Total Cost**
Planning and Analysis	84	$125.00	$10,500.00
Requirements Definition (Design)	44	$125.00	$5,500.00
Configuration	58	$125.00	$7,250.00
Other Integrations	160	$125.00	$20,000.00
PublicInput Configuration	160	$125.00	$20,000.00
Data Migration	48	$125.00	$6,000.00
KBA Migration	40	$125.00	$5,000.00
Deployment (Testing, Training, Installing)	188	$125.00	$23,500.00
Operations (Go Live Support)	32	$125.00	$4,000.00
		Total One-Time Fees:	$101,750.00
All Implementation Service Fees above are a fixed-fee amounts. Quantities are only estimates of the amount of work to be performed. In addition to the PublicInput Configuration line item, Rock Solid will utilize 20% of the hours in the table above to configure, deploy and operate the PublicInput platform for Sonoma County.			

TERMS AND CONDITIONS

1. County may not cancel any portion of this Order Form during the Term.

ADDENDUM A
Integration Feature Matrix

This feature matrix outlines the available off the shelf configuration for interaction between Company's Software and Third-Party Systems.

Last Updated: February 2, 2021

The following outlines the direction of data flow to and from Software and Third-Party Product.

Objects Created in Software

When issues are created successfully in the Software, it will take 60 minutes of less to be successfully created in a third-party system. Subscriber acknowledges that integration errors caused Third-Party software are out of the control of Provider. Subscriber will have the option to configure an email address to notified via email message anytime an error occurs between Software and Third-Party System.

Service Request ("SR") – When an SR is created in Software, a new SR is created in the Third-Party System.

Comment – When a comment is created in Software on an SR, a comment is created in the Third-Party System and associated with the corresponding SR.

Contact – When a contact is created in Software during the creation of an SR, a contact is created in the Third-Party System and associated with the corresponding SR.

Attachment – When an attachment is created in Software on an SR, an attachment is created in the Third-Party Product and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	Yes	Yes
Cityworks 2015	Yes	Yes	Yes	Yes
Cityworks 15.1+	Yes	Yes	Yes	Yes
Lucity	Yes	Yes	Yes	Yes
Accela	Yes	No	Yes	Yes

Hansen REST	Yes	Yes	Yes	Yes
Sungard Fusion	Yes	Yes	Yes	Yes
Salesforce	Yes	Yes	Yes	Yes
Dynamics 365	Yes	Yes	Yes	Yes

Objects Created in Third-Party Product

Service Request – When an SR is created in the Third-Party Product, a new SR is created in Software.

Comment[1] – When a comment is created and added to an SR in the Third-Party Product, a comment is created for the corresponding SR in Software. If the comment is marked as public in the Third-Party Product, that comment will be marked public. If the comment is marked as private, the comment will be created as a Private Note.

Contact – When a contact is created for an SR in the Third-Party Product, a contact is created in Software and associated with the corresponding SR.

Attachment – When an attachment is created and added to an SR in the Third-Party Product, an attachment is created in Software and associated with the corresponding SR.

Third-Party Product	SR	Comment	Contact	Attachment
Cartegraph	Yes	Yes	N/A	Yes
Cityworks 2015	Yes	Yes	N/A	Yes
Cityworks 15.1+	Yes	Yes	N/A	Yes
Lucity	No	Yes	N/A	No
Accela	No	No	Yes	No
Hansen REST	No	Yes	Yes	No
Sungard Fusion	No	Yes	N/A	No
Salesforce	No	Yes	Yes	No
Dynamics 365	No	Yes	Yes	No

[1] Changes for this object/property are polled every three hours beginning at either 12AM PST or 1AM PDT.

Objects Updated in Software

Service Request – When an SR is updated in Software, no action is taken in the Third-Party Product.

Comment – When a comment is updated in Software, no action is taken in the Third-Party Product.

Contact – When a contact is updated in Software, no action is taken in the Third-Party Product.

Attachment – When an attachment is updated in Software, no action is taken in the Third-Party Product.

Objects Updated in Third-Party Product

SR (Status Only)[1] – When an SR's status is updated in the Third-Party Product, the corresponding SR's status is updated in Software. Once a status has been marked "closed", Software will stop polling the Third-Party Product for changes.

Comment – When a comment is updated in the Third-Party Product, no action is taken in Software.

Contact – When a contact is updated in the Third-Party Product, no action is taken in Software.

Attachment – When an attachment is updated in the Third-Party Product, no action is taken in Software.

Integration	SR Status	Comment	Contact	Attachment
Cartegraph	Yes	No	N/A	No
Cityworks 2015	Yes	No	N/A	No
Cityworks 15.1+	Yes	No	N/A	No
Lucity	Yes	No	N/A	No
Accela	Yes	No	No	No
Hansen REST	Yes	No	No	No
Sungard Fusion	Yes	No	N/A	No
Salesforce	Yes	No	No	No
Dynamics 365	Yes	No	No	No

Special Operations

Address Lookup – During the creation of an SR in the Third-Party Product, an address is queried in the Third-Party Product based on the SR's X/Y coordinates. If a result is found, that address' unique ID is the associated to the SR prior to inserting the SR into the Third-Party Product.

Third-Party Product	**Address**
Cityworks 2015	N/A
Cityworks 15.1+	N/A
Lucity	N/A
Accela	Yes
Hansen REST	N/A
Sungard Fusion	Yes
Salesforce	N/A
Dynamics 365	N/A

The above information is subject to change. In addition, Company is not responsible for changes made by Third-Party Product nor alternations made by Customer or affiliates to Third-Party Product configuration.

ADDENDUM B
SERVICE LEVEL AGREEMENT

This Rock Solid Technologies, Inc. Service Level Agreement ("SLA") is a policy governing the use of the Rock Solid Technologies, Inc. OneView Platform (the "Platform") under the terms of the Agreement between Rock Solid Technologies, Inc. ("Service Provider", "Provider", "us" or "we") and users of Rock Solid Technologies, Inc. services ("Customer", "Subscriber", or "you"). This SLA applies separately to each customer account using the Platform. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement.

1. Service Commitment

Provider will use commercially reasonable efforts to make the Platform available with a Monthly Uptime Percentage (defined below) of at least 99.75%, in each case during any monthly billing cycle (the "Service Commitment"). In the event the Platform does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Provider will also use commercially reasonable efforts to resolve any Critical or Urgent Issues as defined below in a timely manner. In the event that any Critical or Urgent Issue is not resolved in the committed timeframe, you will be eligible for a Service Credit as described below. All Defect Level Definitions, as defined below, require Provider to validate and accept any defects submitted by Subscriber.

Provider will complete all new user set ups requested by Subscriber within 24 hours of the request.

2. Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Platform, as applicable, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Platform SLA Exclusion (defined below).

- "Unavailable" and "Unavailability" means that the Platform is inaccessible by Subscriber.

- "Service Credit" or "Performance Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible customer account.

- "Scheduled Downtime" means those times where Provider notifies Subscriber that the Platform will be Unavailable prior to the commencement of such Unavailability.

Defect Level Definitions

1 - Critical	A defect resulting in total failure of software, loss of data, hardware failure, safety issue or in which required functionality is not met and there is no feasible workaround. Examples: 1. Major system failure; no users can log in or use the application at all. 2. The system crashes or freezes completely when a particular action is executed.
2 - Urgent	A defect in which required functionality is not met and there is no feasible workaround.
3 - High	A defect in which required functionality is not met but an acceptable workaround is available. Examples: 1. A date field does not default the current date as detailed in the design but the user can manually enter a date. 2. Functionality does not work in one browser (eg, Internet Explorer), but works in a different browser (eg, Firefox)
4 - Medium	A defect in which the fault or limitation does not materially affect the operation of the system or the business process in which it is identified.
5 - Low	A defect of minor significance where formatting, spelling or cosmetics are incorrect. Examples: 1. There is a spelling mistake. 2. The spacing between columns is irregular. 3. A date is incorrectly formatted.

Defect Responses

1 - 2	A hotfix will be pushed to all affected systems / environments as soon as possible.
3 - 5	A software fix will be implemented and pushed to all affected systems / environments as per our normal software build development lifecycle.

3. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total monthly charges (your annual charges divided by twelve) paid by you for the Platform for the month in which the Unavailability or High Severity Issue occurred in accordance with the schedule below. Subscriber will not be entitled to a Service Credit simultaneously for both an Unavailability and a High Severity Issue for same incident occurring over the same period of time.

Monthly Uptime Percentage Service Credit Percentage	*Service Credit Percentage*
Less than 100% but equal to or greater than 99.75%	0%
Less than 99.74% but equal to or greater than 98%	5%
Less than 97.99% but equal to or greater than 96.25%	7.5%
Less than 96.25%	10%

Critical or Urgent Severity Issue Resolution Times	*Service Credit Percentage*
Less than 8 business hours	0%
Between than 8 to 24 business hours	5%
More than 24 business hours	10%

4. Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case in the CS Support Center. To be eligible, the credit request must be received by us within sixty (60) days after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming; and
3. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

The credit request will be evaluated, and a response provided by Provider within thirty (30) days of receipt. If the Monthly Uptime Percentage or High Severity Issue Resolution Time of such request is confirmed by us, then we will issue the Service Credit to you in writing and notate in your account within thirty (30) days from the time in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Service Credits will be provided to the Subscriber in the form of an annual cash reimbursement or invoice credit applied to the annual subscription fee at Subscriber's request. Service Credits may not be transferred or applied to any other account.

5. Platform SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Platform, or any other Platform performance issues: (i) that result from a termination described in Section 3 of the Agreement; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Platform's physical location(s); (iii) that result from any actions or inactions of you or any third party authorized by you; (iv) that result from your equipment, software or other technology and/or your third party's equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any Scheduled Downtime as provided for pursuant to the Agreement; or (vi) arising from our suspension and termination of your right to use the Platform in accordance with the Agreement (collectively, the "Platform SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors and with detailed explanation to the Subscriber.

ADDENDUM C
INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Company shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Customer reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- **a.** Required if Company has employees as defined by the Labor Code of the State of California.
- **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- **d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Company currently has no employees as defined by the Labor Code of the State of California, Company agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Company maintains higher limits than the specified minimum limits, Customer requires and shall be entitled to coverage for the higher limits maintained by Company.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Customer. Company is responsible for any deductible or self-insured retention and shall fund it upon Customer's written request, regardless of whether Company has a claim against the insurance or is named as a party in any action involving the Customer.
- **d.** **The County of Sonoma, its officers, agents and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Company in the performance of this Agreement.
- **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- **g.** The policy shall cover inter-insured suits between the additional insureds and Company and include a "separation of insureds" or "severability" clause which treats each insured separately.
- **h.** *Required Evidence of Insurance:*
  - **i.** Copy of the additional insured endorsement or policy language granting additional insured status;

and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Company currently owns no autos, Company agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $2,000,000 per claim or per occurrence; $4,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Customer.

c. If Company's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:

i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

ii. Claims against Company arising from the negligence of Company, Company's employees and Company's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Company agrees to maintain current Evidence of Insurance on file with Customer for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, County Administrator's Office, 575 Administration Drive, Suite 104A, Santa Rosa, CA 95403.**

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Company shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Company’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Company fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. If Customer believes Company has violated any sections of Amendment D Insurance Requirements, it may take steps outlined in Section 5.3.

ADDENDUM D

PROOF OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSURANCE SOURCE INC
4111 TELEGRAPH RD. SUITE 200
ST LOUIS MO 63129-2755

CONTACT NAME: *Brown, Craig
PHONE (A/C, No, Ext): (314) 416-2600 FAX (A/C, No): (314) 416-1011
E-MAIL ADDRESS: craig@theinsurancesource.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE Fire Underwriters Insurance Company	20702C
INSURER B :	ACE Property and Casualty Insurance Company	20699C
INSURER C :	Chubb Indemnity Ins Co	12777
INSURER D :	Chubb & Son	10052
INSURER E :		
INSURER F :		

INSURED
Rock Solid Technology Inc
912 S Capital of Texas Hwy
Austin TX 78746

COVERAGES CERTIFICATE NUMBER: CL2151821129 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC; OTHER:	Y	Y	TECTXD948112721X	05/15/2021	05/15/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 100,000
A	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		TECTXD948112721X	05/15/2021	05/15/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR; EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $	Y		UMBTXD948111323N	05/15/2021	05/15/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71778180	05/15/2021	05/15/2022	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional and Cyber Liability			D94366458	09/01/2020	05/15/2022		$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as additional insured with respects to the abpve referenced general and automobile liability policies

CERTIFICATE HOLDER
County of Sonoma County Administrator's Office
575 Administration Drive
Suite 104A
Santa Rosa CA 95403

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Scope of Work

Customer Relationship Management

Prepared for: Sonoma County, California

Project:

Implement OneView - Customer Relationship Management

Prepared by:
Omar Rosario

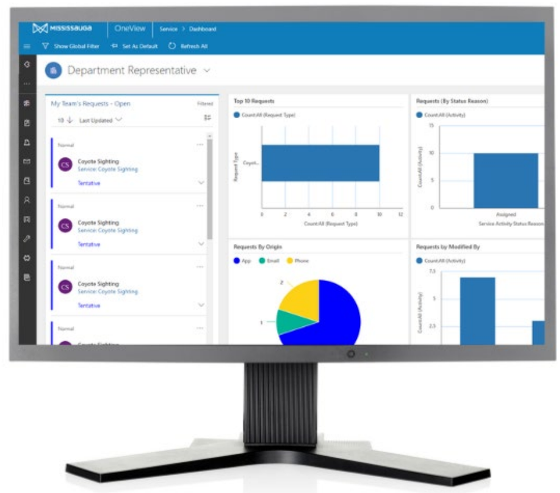
Contributors

Table of Contents

Proposed Solution Overview

Rock Solid will implement of the OneView Citizen Relationship Management (CRM) solution. OneView CRM runs on Microsoft's Dynamics 365, is compatible with previous versions of Microsoft software, and will be updated as additional Microsoft software becomes available.

OneView CRM Core Modules

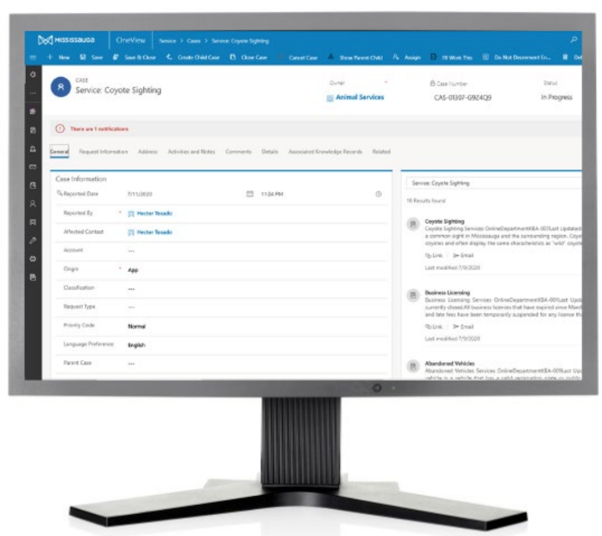


Case Intake

OneView CRM manages cases or service tickets as a result of interactions with citizens. The solution is web-based and is accessible to anyone with an internet connection and the pertinent web browser. A case may be used to process different request types and manage the process paths for each type. The OneView CRM case features allow for easy tracking of all the activities related to a case, including information sharing, call tracking, emails, appointments, tasks, and assignments. OneView also maintains a history of all these activities throughout the case lifecycle.

For this project, system users and citizens may create service requests and register inquiries and complaints through the OneView CRM web application, the OneView CRM self-service portal, and the mobile application. Rock Solid will configure the system to support the call types as listed in the RFP's Appendix D, "Valid Call Types used by the County."

Service Requests



Service requests may be configured to support the different services or call types that are provided by the County such as "Trash Pickup," "Tree Maintenance," "Pothole Repair," and "Street Light Repair."

When a service request is created, the system workflows automatically route it to the appropriate user or team in a County department. The County staff in charge of receiving these requests can assign or refer the request as well as update status, notes, attach documents and register activities such as emails, appointments, workflow tasks and work orders. Tasks may also be created automatically through workflow configuration such as: review, investigate, schedule, or close. Tasks can be assigned to specific users.

All requests in the system can be updated manually with the pertinent permissions. Even when some fields may have predetermined values, users can always adjust fields such as address, priority, call type, and description, among others. This applies to all system modules (depending on the security permissions of the user).

Service requests may be scheduled using work or service orders functionality. Work and service order appointments may be assigned to field workers. Field workers can review orders and update them to fulfill the service using their computers or mobile devices.

Through integration with the County's ESRI GIS system, OneView CRM users may include location information with data such as physical address, parcel number, and GIS coordinates. This integration provides the County's agents with a rich collection of base maps, demographic maps, images, and asset data to support the County's service request process more effectively.

Information Requests & Knowledgebase

The system may store information related to general information requests. The system can keep track of the request and all forms of communication used to provide such information. Information requests may be linked to knowledge base articles. The content of the articles may be shared via email and tracking of the emails is kept as historic data for the request. Knowledge articles are maintained in the CRM system with their appropriate approval workflows and versioning controls.

Call Scripts

The solution has the capability to provide predefined scripts that will guide the call taker in a series of questions and predetermined answers or system actions. This allows staff to communicate with customers in an effective standardized way. Scripts can be configured in the OneView CRM system.

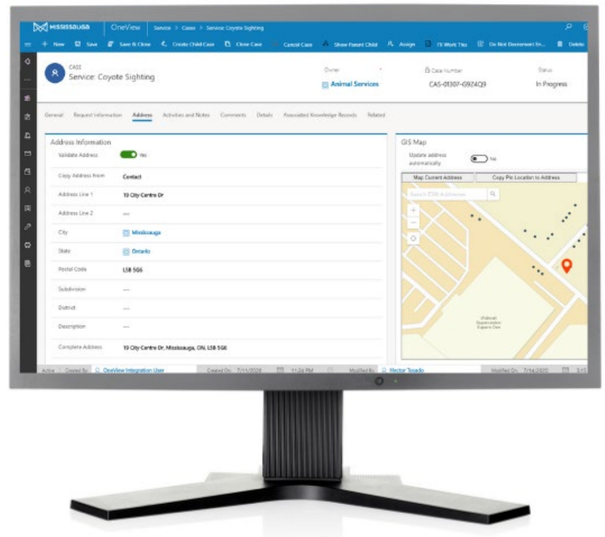
GIS for Request Location, Assets and Duplicate Detection

OneView CRM will be implemented with the capabilities to geolocate requests given a specific address that can be validated against GIS or Asset Management System data.

OneView CRM has the capability (which will be implemented) to connect to the County's ESRI system to identify assets when working with requests. OneView will connect to the ESRI system and present the needed County layers and underlying data, while using the ESRI API to integrate the requests to the assets. Using asset data, County workers will better identify the location of a request and have details on the specific County asset that needs attention.

OneView will also an ESRI-based ArcGIS REST API endpoint for all GIS integrations into OneView to validate addresses when those are specified in the system during the creation of requests. Auto suggest features will display predefined addresses that exist in the system.

When working with requests, OneView can map requests that are of the same type and are in a similar location of the current request. This will help alert the user that possible duplicate requests exist. By clicking on an existing request in the map, the user can identify and select a parent request for the current request being worked on. When a parent request is closed, then all related child requests are closed also.



OneView will also provide a list of possible duplicates when saving a request. The user can decide to merge requests or select a parent request from that list. If the user understands that the current request is not a duplicate, then the user can proceed to save the request as a new request.

Notes and Attachments

Every system module such as requests and customers allow for the creation of notes related to the record. Unlimited amounts of notes can be created with information such as date created, date modified, and the user that created the note. Notes can contain multiple lines of free text and can be used to attach documents for any record. For attachments, the allowed file types and the maximum file size are configurable in the system.

Business Process – Workflows

Business processes are an integral part of OneView CRM. A business process can be an automated processes that relies on communication among applications based on a set of rules, or an interactive process that relies on users to make the appropriate decisions regarding the next step in the workflow.

OneView CRM includes a series of pre-defined automated or manually triggered workflow rules that support different stages in the provision of services to citizens. These out-of-the-box components allow the County to accelerate the implementation of their individual business processes. As part of the project, Rock Solid may also extend and customize the standard behavior of processes to achieve the functionality required, by configuring existing rules and developing custom components. Workflows allow the creation of email notifications based on field modifications or creation of new records. The design of the workflows is made with an easy-to-configure screen and without the need for complex programming languages (source code). Examples of flows are:

- Sending electronic mail requesting completion of the satisfaction survey at the closing of a request.
- Change the status of a request to “submitted” once it is saved and marked as submitted. This in turn may create a notification to the pertinent customer/citizen or staff with a link to the request.
- Change the assignment of a task and assign it to a new employee of an agency when the original employee is no longer available.

Information and Events

The solution will provide the ability to have information for activities, meetings, trainings, launches, or any other event as desired. Once an event has been created, event notifications can be sent via e-mail to all the guests. Notification banners of these events will be created in the portal and alerts will appear as the date of the event approaches.

The record of the invited persons' responses regarding their attendance will be maintained and they may be analyzed or monitored according to their participation status. The solution will allow the creation of questionnaires or satisfaction surveys to be answered online by the users, and their answers can be analyzed in the solution to provide the corresponding graphic results.

Announcements

Announcements or alerts may be created, in order to present a message to all the system users. These messages can be presented in the CRM backend system as well as in the portal in the Notices section. Messages can be generated and published in the solution without help from the provider or custom development.

Alerts and Notifications

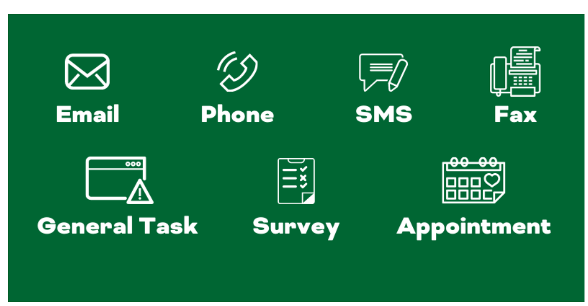
The ability to e-mail alerts or notifications about publications or any other subject to users of the solution will be provided. The emails can be sent individually or in bulk to many users.

- Notification templates can be created in such a way that they can be reused when creating an email.
- Notifications may be generated automatically through workflows. Notifications or alerts may be activated with a creation, update, or deletion of a record in the system. This means that a notification can be sent automatically with the change of any field in the system, as requested.

Activities

Activities can be related to any module within the system. They can be assigned to a user or group, and usually have an action date, a due date, and a status. Types of activities include:

- Email (connected to the County's mail server)
- Appointment
- General Task
- Survey (sent to customers via email)
- Phone Call
- Fax
- SMS (sent to customers)



Single Sign-On Capabilities

The OneView solution will be delivered in a Software as a Service Model (SaaS) in the cloud. OneView is built on Microsoft technology and uses use Active Directory Federated Services (ADFS) for authentication. ADFS can be setup with single sign-on features to access the system. ADFS will allow integrating to the County's Active Directory through the County ADFS or the County Azure AD.

Interface with Microsoft Office 365 email system

The OneView solution is built on Microsoft Dynamics CRM which integrates with the Microsoft Office 365 mail system and the Exchange Mail Server. The interface with the County's mail system can be with an on-premise email server, or a cloud-based mail server such as Office 365. This will allow the system to receive and send emails using the County's current email services.

OneView User Licenses

OneView for Dynamics has two user license types:

1. Enterprise
2. Team Member

An Enterprise User can do anything, subject to the roles/permissions defined by the standard roles defined by the OneView product the custom roles defined by the customer in Dynamics' settings.

The Enterprise User uses the standard Dynamics web admin. The Team Member uses a Power App (which is also web based).

Citizen Engagement Solution

The PublicInput Engagement hub will power the Citizen Engagement Hub, through which residents can engage in surveys or submit comments via website, text message, email, phone, and live polling during public meetings. By facilitating this spectrum of engagement, connecting the dots between projects and over time, and synchronizing with all other functions proposed by the team, this combination of technology will ensure seamless transmittal of data and an optimal approach to managing relationships with the residents.

Survey Management

The PublicInput.com Engagement Hub is built to reach and engage the greatest number of people possible, with a focus on traditionally underrepresented, low-income, Environmental Justice, and low-english proficiency (LEP) communities. Through use of the Engagement Hub will be able to gather feedback. A specific function of the Engagement Hub that ensures representative feedback is integrated census demographics reporting to afford an understanding of the sample received of each community's diverse population.

The Hub facilitates a broad range of engagement tactics including but not limited to: online surveys, project websites, questions embedded in emails, text message surveys, social media comment capturing, live polling at public meetings. All input collected from these methods - including those manually uploaded from paper surveys or field notes - are stored in the PublicInput.com database and automatically attributed to their respective projects for analysis and reporting. In more detail, the functions of the Engagement Hub include:

Providing a landing page where all engagement opportunities can be reviewed or interacted with, instantly published web-based content can be stand alone or integrated into existing website. These hubs contain key project elements – announcements, interactive maps, relevant documents, surveys, social media posts, public meeting RSVPs, timelines, and more. Web hosting aggregates data across all communication channels in real-time, ensuring contextual clarity and equal participation.

Specific survey functionality includes:

- Multiple Choice
- Ranking
- Matrix
- Idea Walls
- Discussion Forums
- Interactive Mapping
- Skip Logic

PublicInput.com will administrate onboarding, implementation, and training in accordance with typical schedules that can range from 3-8 weeks depending on contact list size, data cleanliness, and number of admins.

Organizational Chart and Resumes

The success of a project is often heavily dependent on the strength, skills, and qualifications of the team. The Rock Solid team is comprised of experienced consultants skilled in implementation, design, and development. This project will be led by Executive Sponsor, Chris Detrich, who will oversee the project team and ensure that the County's goals and expectations are realized. The day-to-day operations of the project team will be managed by **Omar Rosario**, Project Manager. Together, Omar and Chris will provide the leadership and management to see the project to its successful conclusion, on schedule and within the proposed budget.

The County can trust that the efforts of Rock Solid will benefit the project. The Rock Solid team will operate as a cohesive, blended team with clear roles and responsibilities. The organizational chart below details our proposed management and team structure. Summaries of each team member's experience and qualifications follow.

STEERING COMMITTEE

CITY STEERING

PRINCIPAL-IN-CHARGE

PROJECT TEAM

CITY PROJECT MANAGER
SME
TESTER
TECHNICAL TEAM

PROJECT MANAGER
Omar Rosario

SUPPORT
Jean Cesar Martinez

IMPLEMENTATION LEAD
Misael Perez Albino → **TESTER** Rene Ocasio

TEST LEAD
Freddie Borras

TECHNICAL WRITER
Guillermo Ellerbrock

TECHNICAL LEAD/ARCHITECT/ TRAINING LEAD
Hector Tosado → **SYSTEM INTEGRATOR** Alexander DelBusto; **INFRASTRUCTURE SPECIALIST** Jacinto Ramos

Omar Rosario, PMP | Project Lead

Omar is a computer engineer and has 18 years of experience in the area of software technology. He has extensive knowledge in project manager, 311 centers, citizen services, dynamic CRM, business intelligence, and system integrations. Omar will oversee the Rock Solid team and be a point of contact for the County of Sonoma, communicating with the County to ensure the success of the project.

Omar's previous management experience includes the implementation of the OneView CRM system for the 311 of Panama and Puerto Rico, among other cities in Puerto Rico. He is certified as a Professional Project Manager by the Project Manager Institute and as a Software Products Manager by the International Software Product Management Association (ISPMA).

Jean Cesar Martinez | Support

Jean leads the customer and support services. He has a vast knowledge of the OneView CRM product. The customer support team will be available and on call depending on your support needs. Once the project is finished and the solution is operational, the support team takes on the needed customer service, support and issue resolution process.

Rene Ocasio | Tester

Rene has more than 11 years of experience in the analysis, design, development and implementation of custom client-server software applications. He excels in the use of .NET technologies, and/or customization of Microsoft CRM solutions to build advanced software technology that allows the automation and reengineering of complex business processes. He is currently the product development manager for OneView CRM. Rene's recent projects include Microsoft Dynamics CRM implementations for American Health Medicare (AHM) and Caribbean Project Management (CPM).

Guillermo Ellerbrock | Technical Writer

Guillermo serves as a technical writer for Rock Solid. He documents user manuals, requirements and technical integration documents. Guillermo has recently supported the OneView CIMVAS project for the Department of the Family, the Hacienda Respond program for the Department of Internal Revenue, and the 311 Panama project.

Hector Tosado | Technical Lead/Architect & Training Lead

Héctor has more than five years of experience in the area of software development specializing in functional tests, quality, training, and technical tests. He has vast experience in web technologies, Microsoft Dynamics CRM and the OneView CRM product. Hector also has vast experience in technical and functional training delivery. Hector's project experience includes the OneView Product Implementation for the City of Burlington (Ontario) and Popular 360 for Banco Popular, Inc. in Puerto Rico.

Alexander DelBusto | Systems Integrator

Alexander is a senior product developer with more than seven years of experience in design, analysis, development and maintenance of software solutions. He utilizes analytical skills to understand business processes and requirements. He is also the president of the Institute of Computer Engineers (IICOM) of Puerto Rico. Alexander has worked on the CRM system, programming the OneView CRM product, and in implementations for the 311 of Panama, 311 of Puerto Rico, and the 311 of Costa Rica.

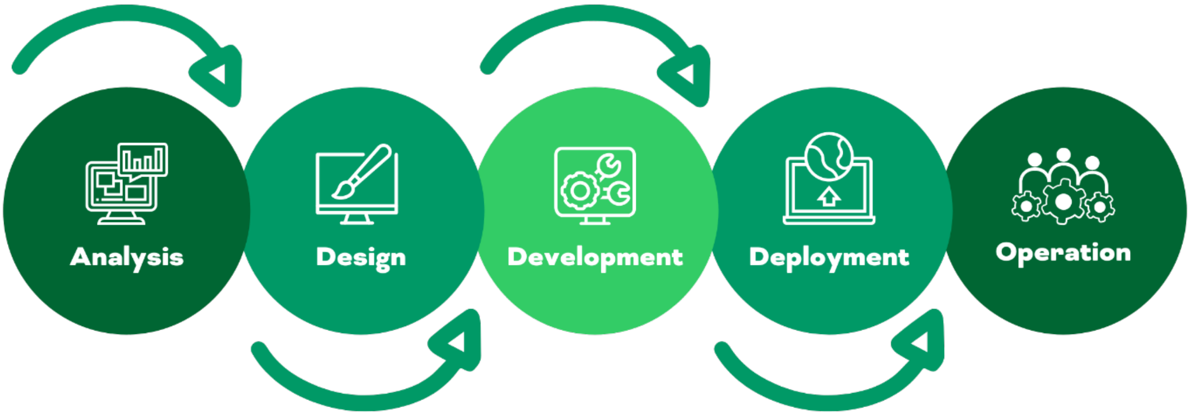
Jacinto Ramos | Infrastructure Specialist

Jacinto has almost 20 years of experience in the management of support infrastructure and is responsible for analyzing, designing, and implementing information systems infrastructure. He is currently responsible for managing the cloud used by Rock Solid, including the deployment and delivery of applications. Jacinto worked on server configurations and software for the Panama 311, Costa Rica 311 and other cities.

Implementation Methodology and Approach

Rock Solid uses a hybrid implementation approach that leverages a software product implementations framework, agile methodology, and structured project management. The methodology uses Microsoft SureStep in combination with the Project Management Institute (PMI) guidelines and agile development processes.

The Rock Solid team will organize the implementation project into five distinct phases during the implementation project lifecycle:



Rock Solid will establish a PMO with the staff that will meet the needs of planning and implementation of the solution with the proper structure and methodology to ensure success. Rock Solid will look to the County for supporting the Rock Solid PMO with the proper staff.

The implementation will begin with analysis phase to determine the order in which Rock Solid and the County will implement the solution for the County's departments. Formal planning also occurs in this phase. We will look to define the requirements and define all the configuration needs. Rock Solid will also design any software modifications required to complete the defined requirements. This design will be defined in iterations or sprints along with development and adjustments. With the configurations and modifications defined for each iteration, Rock Solid will perform the development and adjustments resulting in prototypes for each iteration. Some of the phases in a cycle and across the cycles may overlap at certain points of the project to allow for a faster implementation.

The following sections provide more detail on how Rock Solid and the County will execute each of the phases, and the activities that are the responsibility of Rock Solid and the County.

Analysis

The Analysis phase represents the official start of the project. This phase defines the activities required to initiate and effectively plan the entire project. The Analysis phase is initiated with the executive kickoff meeting designed to provide executives with an overview of the project vision, scope, objectives, and benefits. In addition, the meeting covers the schedule, milestone, resources, roles, responsibilities, and deliverables. Kickoff meetings with similar agendas are also conducted with the internal project team and with the project team members of the County.

Following the project kickoff, Rock Solid and the County will finalize the project plan. Rock Solid utilizes PMI standards in the project management approach including planning. The project plan is composed of subsidiary plans that are monitored and controlled during the project lifecycle. This plan is approved by the County and forms the basis for the entire project. Rock Solid will outline the detailed activities of all the phases in the project schedule with input and approval by the County. A demonstration and review of the base software will be presented for the County to understand the system capabilities. Rock Solid will also begin a fit gap analysis, comparing the system features against the County processes, as well as starting the change management process with the County. These activities will result in the deliverables of each phase as outlined in the deliverable tables within each phase section. The County will formally approve the deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the County's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the County to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Analysis Phase Process	Key Activities or Milestones
Project Management	Kickoff Project Plan (schedule, training, scope, testing) Status update and meetings Coordination of tasks with team members Establish communication guidelines
Training	Demonstrate system features Training plan
Business Process Analysis	Detailed business process analysis
Requirements and Configuration	Business requirements gathering Fit gap analysis Define the configuration templates

ANALYSIS PHASE DELIVERABLES – BOTH PARTIES		

Project Kickoff (Joint effort)	Responsible	Responsible
Project Plan*; Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan, Change Management Plan*	Responsible	Contribute, Approval
Risk and Issues Register; *A log for all identified risks and issues*	Responsible	Contribute, Approval
Change Control Plan; *establishes how changes will be handled*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Communications Plan; *establishes how communications in the project will take place*	Responsible	Approval
System Features Demo; *The contractor will demonstrate the Respond© solution features and capabilities with selected County officials.*	Responsible	Contribute, Approval
Training Plan	Responsible	Contribute, Approval
As-Is Business Process Analysis Documentation		Responsible, Approval
Detailed Business Process Review Sessions; *The Contractor will review current processes for all departments involved in the project. All departments must provide documentation of their current services and their pertinent processes for resolving them. The contractor will hold meetings with all department representatives to discuss business processes and how they can map to the automated solution (OneView© CRM).*	Responsible	Contribute, Approval
Business Requirements Gathering Sessions; *Once all business processes are reviewed, the Contractor will meet with all department representatives and validate the scope of the implementation of the system as it maps to each department. This will help establish documentation of the expected process as it relates to the software*	Responsible	Contribute, Approval

solution.		
Core Product Software Review; *The contractor will review the OneView© solution features and capabilities with selected County staff. The Contractor will perform four sessions of 4 hours each.*	Responsible	Contribute, Approval
Defined Configuration Templates; *The contractor will discuss all elements of the solution configuration capabilities with the County and deliver a template to complete all configuration needs. This template will contain a list of questions that will be completed by the County. It asks for information such as Request Types, Users, Department Structure, SLA's, Geography, Knowledge Articles, Call Scripts, etc.*	Responsible	Contribute, Approval
Infrastructure requirements and recommendations; *The Contractor will perform a client infrastructure review; review bandwidth, connectivity, security limitations and the County's hardware and make any necessary recommendations and complete the requirements document.*	Responsible	Contribute, Approval
Defined Environments (integration, testing/training, production)	Responsible	Approval
Data Migration Requirements	Responsible	Contribute, Approval

Design (Configuration and Requirements Definition)

The goal of the Design phase is to define how to implement the business requirements by department. The Design phase will occur in iterations along with the Development phase in order to deliver system prototypes. The Design phase includes defining the configuration of the solution and the design of specific adjustments that will be necessary to satisfy business requirements identified during the Analysis phase. This phase also includes activities to design the integrations, interfaces, data migration elements, and security configurations that are necessary to support the County's requirements. Rock Solid will work closely with the County to understand the needs of the system, including the Risk Management division of Human Resources and County Counsel. Rock Solid will complete a configuration and requirements document, which indicates how the system will be configured and what changes are needed in order to implement the solution successfully.

This document will define how the system will work in accordance with the County requirements and processes. This document will use the information that was compiled in the configuration templates in addition to the defined business processes as they are mapped to the system features. The configuration and requirements document will be updated with each design and development iteration. Rock Solid will establish a non-production environment, such as TEST, to support the system configurations and prepare for the development effort required for integration and interfaces, data migration, and custom code development. The detailed activities of the Design phase will be included in the project schedule.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the County's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the County to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Design Phase Process	Key Activities or Milestones
Project Management	Status update meetings Coordination of tasks with team members Issue resolution and scope management
Training	Training requirements
Business Process Analysis	Review business process models
Requirements and Configuration	Configuration and requirements document Include any security requirements
Custom Coding	Configuration and requirements document
Integration and Interfaces	Configuration and requirements document
Data Migration	Data configuration and information template Data subsets for testing Configuration and requirements document Testing Plan

Key Deliverables in the Design Phase:

DESIGN PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**Contractor**	**The County**
Issue Resolution, Risk Mitigation and Scope Management; *The contractor in conjunction with the County will review and manage outstanding issues, mitigate any risks, identify new risks and review any potential scope items on a weekly*	Responsible	Responsible

basis.		
Status update and meetings	Responsible	Responsible, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
To-Be Business Process Models; *The County will create the To-Be processes with assistance from the Contractor. The County will then require approvals from the business and the steering committee.*	Contribute	Responsible, Approval
Configuration and Requirements Document; *The Contractor will complete the Requirements and Configuration document and the County will formally approve the document as per Section 4.3.2. Once the sign-off from the County is obtained, the development team is readied for the custom code development effort and perform the needed configurations.*	Responsible	Contribute, Approval
Data Configuration and Information Template; *The County will complete the template with the help from the Contractor. Each department will be completing their own version of the template to prepare for their deployment phase.*	Contribute	Responsible, Approval
Additional software or hardware procurement in place; *As per the infrastructure and interfaces requirements document the County will ensure that any procurement identified is in place*.		Responsible, Approval
Respond Testing Environment	Responsible	Approval
Third party testing environments (including integrations)		Responsible
Access to Infrastructure (network 3rd party systems, remote access, internet)		Responsible
Data Configuration and Information Template; *Include Data Migration requirements. The County will complete the template with the help*	Contribute	Responsible, Approval

from the Contractor. Each department will be completing their own version of the template to prepare for their deployment phase.		
Data subsets for testing	Responsible	Contribute, Approval
Testing Plan	Responsible	Contribute, Approval
Data Load templates (citizen data, etc.)	Responsible	Contribute, Approval

Development

The goal of the Development phase is to build and test the system components that are defined and approved in the requirements specifications, including developing the customizations, integrations, interfaces, and any data migration processes. The Development phase will occur in iterations along with the Design phase (which can also be referred to as the design and development iterations).

The Development phase involves ongoing project management activities to manage risks and issues, communications, change requests, and project plan updates, including the training plan. The future state business process model is updated, if needed, based on any testing outcomes and finalized in this phase.

In addition, Rock Solid will setup all non-production environments. The County will participate in testing prototypes and will start engaging all system participants to learn of, and encourage the use of, the new system. Any dependencies for integrations and deployment expected from the County must be completed, such as the County web site, the County mobile app, and third-party systems.

The detailed activities of the Development phase will be included in the project schedule that will be approved by the County at the outset of the project. These activities will result in the following deliverables of the Development Phase and the County will formally approve any deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the County's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the County to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Development Phase Process	Key Activities or Milestones
Project Management	Status update meetings Coordination of tasks with team members Issue resolution and scope management

Development Phase Process	Key Activities or Milestones
	Review and update plans
Training	Review of prototype Change management
Business Process Analysis	Review and update business process workflows
Requirements and Configuration	Configuration and set-up of any software adjustments Security
Custom Coding	Development of software adjustments Custom code freeze
Quality and Testing	Solution testing (unit testing, system testing, integration testing and stress and load testing) Testing plan Testing Scripts (unit testing, system testing, integration testing and stress and load testing)
Infrastructure	Updated infrastructure review and recommendations Support any procurement efforts
Integration and Interfaces	Development of integrations Integration and interface code freeze
Data Migration	Scripts and data migration Scripts and data migration freeze Knowledge base creation for department being deployed Data imports Data scrubbing, manual data conversions

DEVELOPMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**CONTRACTOR**	**COUNTY**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
Update of business process workflows;	Responsible	Approval

Updated To-Be Process Models		Responsible, Approval
Data imports	Responsible	Approval
Data scrubbing, manual data conversions		Responsible, Approval
Knowledge base creation (for department going live)		Responsible, Approval
Custom code developed and tested (OneView)	Responsible	Approval
Integration Development (Third Party)		Responsible, Approval
Integration Development *The contactor will develop the needed integrations as defined in the Configurations and Requirements document.*	Responsible	Approval
Software Development & Configuration *The contractor will configure the software based on workflows and configuration based on the requirements document. Software configurations will be performed in iterations including a final production iteration. After each iteration (a prototype), there will be a presentation on the product in preparation for user testing. Development includes the development of integrations, specific business rules, templates, reports, service requests field details, business process flows, detail changes and any specific user requirements, security.*	Responsible	Approval
Security setup; *Part of the Software Development Section.*	Responsible	Contribute, Approval
Prototype 1	Responsible	Approval
Prototype 2	Responsible	Approval
Prototype 3 *Installation, configuration and release test of iteration 3. By this time, the County must have all the needed KB articles service type definitions and call scripts in place and ready to deploy them to*	Responsible	Approval

the system. Note: the KB articles will be created in the deployment phase for the department that is going live. The KB articles for Clerks will be created in the Development Phase.		
3 Prototype reviews	Responsible	Contribute, Approval
Prototype testing	Responsible	Contribute, Approval
Software Adjustments for final version; *Development of changes of final version of the product including those issues found during previous tests*	Responsible	Approval
Final software product	Responsible	Approval
Adjustments to the County Web Site; *In the case, the web site solution features need to be part of the existing County Web Site, then the County's development team needs to make the adjustments to incorporate the feature. The Contractor will support the County with this effort.*		Responsible, Approval
Test scripts (functionality, integration, interfaces, stress and load)	Responsible	Contribute, Approval
Testing (functionality, integration, interfaces)	Responsible	Responsible, Approval
Stress and Load Testing	Responsible	Approval
Updated infrastructure review and Recommendation Document	Responsible	Approval

Deployment

The Deployment phase is where all the efforts of the project team come together for a successful transition to the new OneView solution. Key activities in this phase include Knowledge Transfer (trainings), Change Management, User Acceptance Testing (UAT), Stress and Load Testing, and the actual move to the new production environment. Upon successful UAT, Stress, and Load Testing Acceptance, a business go/no-go decision is made by the County on whether to proceed with the go-live or to defer until any critical issues are resolved. Once Go-Live has been approved, the infrastructure and technical teams prepare the production environment for the cutover tasks that lead to the go-live state. Required configurations and tweaks may be made, and performance tuning may be performed if necessary.

Rock Solid performs a production environment check and obtains final system approval from the County. The system is now ready for go-live and any subsequent environment changes are placed under the change control process. The detailed activities of the Deployment phase will be included in the project schedule that will be approved by the County at the outset of the project. These activities will result in the following deliverables of the Deployment Phase and the County will formally approve any deliverables.

A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones, and deliverables are provided per the County's quality standards, and that any risks and issues are proactively addressed moving into the next phase. A formal approval process on the completed phase will allow the County to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with all parties.

Deployment Phase Process	Key Activities or Milestones
Project Management	On-going project management activities including risks and issues, communications, change requests, and project plan updates Status meetings Support coordination of change management strategies
Training	Complete end user manuals User training Knowledge Transfer to the County
Requirements and Configuration	Production environment configuration Go Live
Quality and Testing	Stress and load tests User acceptance tests Interface/integration tests System (end to end) test Batch tests Dry runs Issue resolution
Infrastructure and Interfaces	Install and setup production environment
Data Migration	Data upgrade to production

DEPLOYMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**CONTRACTOR**	**COUNTY**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan,*	Responsible	Approval

Integration Work Plan, Migration Plan		
Status update and meetings	Responsible	Responsible, Approval
Training plan updates	Responsible	Contribute, Approval
Training scripts	Responsible	Contribute, Approval
Training guides/manuals	Responsible	Contribute, Approval
Training sessions; General *The Contractor will deliver the general user training. Customer can request the session be repeated up to four separate, mutually agreed upon dates and times. Every system user should attend these trainings. Sessions will be delivered based on the user roles for example contact center employees, content managers and department representatives. These roles will be approved by the County.*	Responsible	Responsible from the business perspective
Training Session; Administration *The contractor will deliver to the system administrators and any functional staff assigned by the County.*	Responsible	Responsible from the business perspective
Training Session; Technical *The Contractor will deliver Training for technical aspects of the solution. Participants from the County should include developers, system integrators and IT infrastructure Staff.*	Responsible	Responsible from the business perspective
Training Acceptance *Final review and acceptance by the County Project Manager ensuring all areas and users participated and know the solution in preparation for Go Live.*		Responsible, Approval
Stress and Load Testing	Responsible	Approval
UAT test scripts (functionality, integration, interfaces)	Responsible	Contribute, Approval

UAT testing (functionality, integration, interfaces)	Contribute	Responsible, Approval
User Acceptance and Stress and Load Testing Acceptance (Go-No Go Decision)		Approval
Cutover Plan *Tasks for cutover as agreed to by the County and the Contractor*	Responsible	Contribute, Approval
Final data migration	Responsible	Approval
Software installation and Production Environment	Responsible	
KB articles created and loaded		Responsible
Production environment readiness	Responsible	Contribute
Final Production System Approval		Approval
Knowledge Transfer *This is based on the training plan that outlines the method and timeline for the transfer of knowledge. As detailed in the plan, the Contractor will conduct corresponding knowledge transfer meetings with the County to cover any items that are pending or need further clarification.*	Responsible	Contribute
Production operations guide	Responsible	Contribute, Approval

Operation

The Operation phase defines the activities that are required to close the project, to provide postproduction support, and to transition the solution and knowledge to the County and the County's PMO staff. Key objectives of this phase include providing post go-live support, transitioning the solution to the County's support team, performing a final quality audit, and providing project closure.

The Program Management team prepares the final invoices, lessons learned, and the project closure report. The team also prepares a folder with all the project deliverable documents with their acceptance forms. These documents are reviewed with the County to obtain final approval and acceptance.

The functional and technical team hands off the resources that are required to provide post go-live support and resolve any issues that arise out of deployment to the user base. At this point, the support teams are also involved to resolve issues, so that the transition of the solution to the County and support (per the appropriate support contract) occur smoothly.

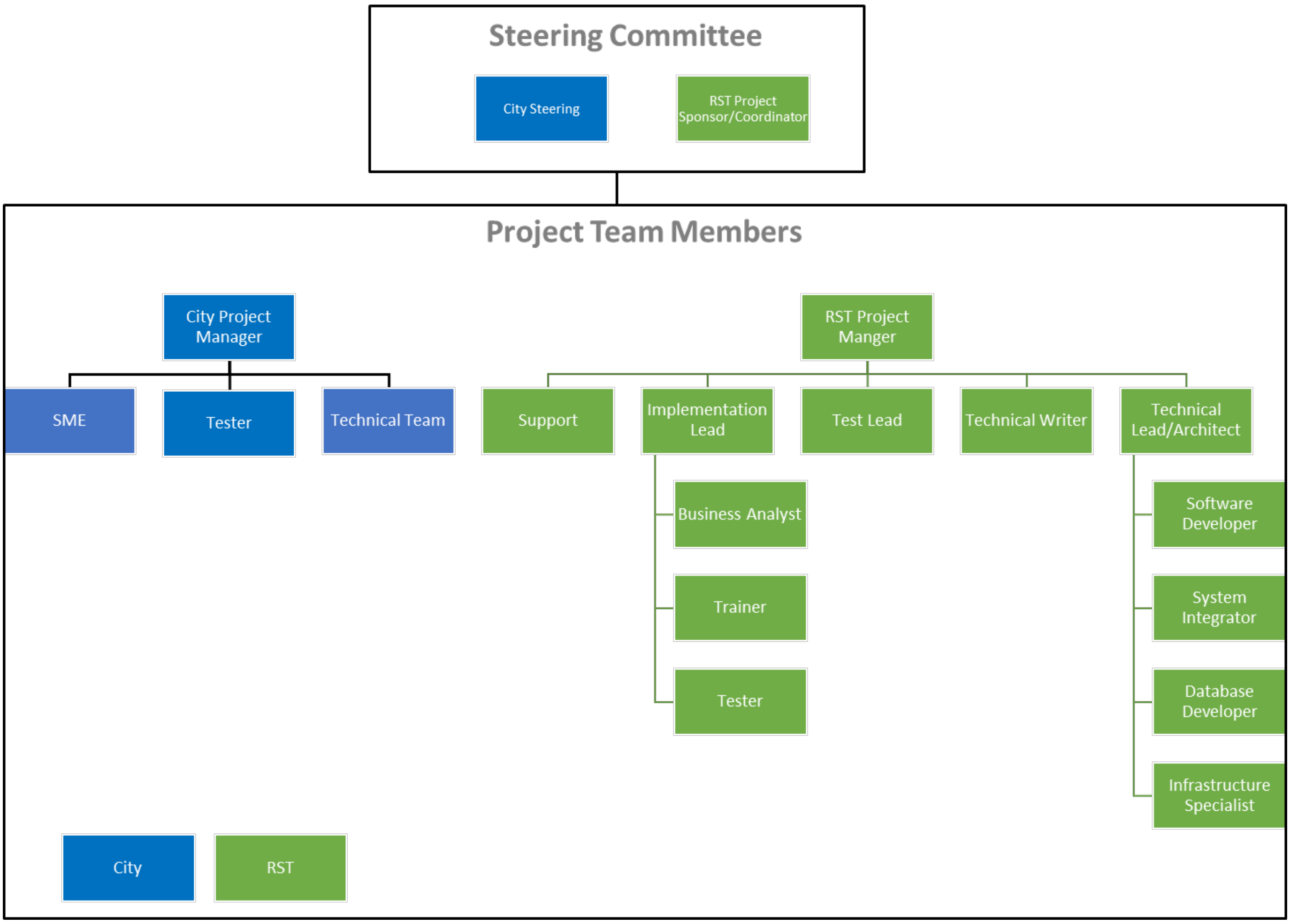
Upon completion of the post go-live support activities, the team completes all necessary logistical activities, and obtains final signoff on the project phase.

Operation Phase Process	Key Activities or Milestones
Project Management	On-going project management activities including risks and issues, communications, change requests, and project plan updates Status meetings Deliver project documentation Resolve any outstanding issues Project closure (Go-Live for that department only)
Requirements and Configuration	Transition to Support Establish procedures to update test/training environment

Roles and Responsibilities

The proposed project team for the PMO should include close collaboration between the County and RST. The PMO approach will ensure that the team members contribute and meet expectations while fostering professional relationships that are goal oriented.

As part of the overall PMO plan, a resource allocation plan will be created which will establish staffing processes for the continuity of the operations.



Project Roles and Responsibilities

This section provides a brief overview of key project role responsibilities.

NAME	ROLE	RESPONSIBILITIES
County Resource (TBD)	County Sponsor	• Works with the County's Project Manager in monitoring the health of the project. • Communicates when necessary with the Contractor Executive Sponsor. • Quality assurance • Approval on deliverables and scope • Decision maker • Resource allocation
County Resource (TBD)	County Project Manager	• Works closely with the RST Project Manager and collaborate in all project management tasks. • Does the planning, scope management, risk assessment and issue resolution from the County side.

		• Provides communications to the County regarding the project.
County Resource (TBC)	County Functional Lead	• Works closely with the County's Project Manager from the County's side. • Leader of all the functional teams, representing general knowledge of the overall business.
County Resource (TBD)	Functional Team Member	• Understands the department's business processes in detail (SME) • Provide all the department-specific requirements. • In the case that the department works with third party systems that are included in the scope of the integrations, then this representative should have detailed knowledge of how to use the third-party systems. • Reviews and approves requirements. • Participates in demonstrations, requirement gathering sessions and trainings. • Perform user acceptance tests.
County Resource (TBD)	County Technical Lead	• Works closely with the County's Project Manager from the County's side. • In charge of coordinating all activities regarding systems and infrastructure. • Ensure that all local test environments are completed and can support the Contractor technical lead. • Leads the County's technical team and ensures that they deliver on all tasks. • Provides operational support once the system is live. • Provides technical expertise on existing systems in the County.
County Resource (TBD)	County Technical Team Member(s)	• Works closely with the County's Project Technical Lead from the County's side. • Provide expertise and can support the Contractor resources on any County-side technical tasks such as creating environments, configure infrastructure, provide any needed API's and access to third party systems for integration.
Andrew Kirk, Director, North America	Contractor Executive Sponsor	• Works with the Contractor Project Manager in monitoring the health of the project. • Provides vision, strategy and validates quality assurance. • Resolves any escalated issues.

		• Communicates when necessary with the County's Sponsor and can participate in steering meetings.
Omar Rosario, Oneview Citizen Engagement Director	Contractor Project Manager	• Monitors project closely including plans, tasks, budget, resource allocation, scope and guidelines. • Facilitates scope change requests and their impact to the schedule. • Organizes and participates in scheduled meeting and reviews. • Maintains documentation for meetings, communications, and status reports. • Manages teams.
Rene Ocasio	Contractor Technical Lead and Tester	• Leads the Contractor technical team which includes any additional developers, integration specialists and infrastructure specialists. • Works assigned tasks received from the Contractor Project Manager. • Performs system design and architecture tasks • Ensures development tasks are completed according to scope
Hector Tosado	Contractor Technical Team Member (Developer Trainer, Technical Writer)	• Works assigned tasks received from the Contractor Project Manager and from the Contractor Technical Lead. • Configures the system according to the technical requirements and performs system adjustments. • Develops adjustments, integrations and migrations. • Lead knowledge transfer activities • Prepare training sessions • Maintain training metrics • In charge of technical and user manuals
Alexander del Busto	Contractor Technical Team Member and Developer, Integrator	• Works assigned tasks received from the Contractor Project Manager and from the Contractor Technical Lead. • Configures the system according to the technical requirements and performs system adjustments. • Develops adjustments, integrations and migrations.

Training Methodology

Training will be available for the County staff to be able to maintain and manage the application. The training costs are included as part of the implementation and ongoing post-release training is included at no additional cost with the SaaS hosting model. As part of the SaaS support, the County can request to receive a County specific training or download prerecorded webinars as well as attend any scheduled webinars.

RST will conduct training sessions on the ONEVIEW solution for County personnel based on the schedule in the Project Plan. Training will be delivered to of all the end users. The training method will be discussed with the County in agreement with the best-expected results. Training material will be delivered in electronic format and hard copy format.

RST will use a combination of instructor lead training and train the trainer programs in agreement with the County's expectations. Training materials will be adjusted in accordance with the County scope and user types.

Instructor led training

This training is for end-users, super users, and administrative users, all of which covers Enterprise and Team Member Users, as following:

- End-User Training: Each department or business unit will rely on end users to work directly with the system each day. To ensure that end users are qualified to use the proposed solution, RST will develop on-site training classes during which an instructor shall use software and training guides to teach end users on how to use the system. This training includes, but is not limited to the following:
    - Departmental users or tier 1
        - Creating, modifying, and canceling a service request on behalf of the citizen.
        - Accepting and routing a service request to the appropriate personnel (tier 1 or tier 2)
        - View and update information regarding submitted citizen service requests.
        - Resolving a service request.
        - Accessing the knowledge base (if added).
        - Creating and modifying reports.
    - Service/Field Workers or tier 2
        - View information regarding citizen service requests
        - Update assigned service requests
        - Generate reports
    - Super User Training: Each department or business unit will need staff capable of performing day-to-day administrative tasks. These Super Users will not be called upon to perform enterprise-wide tasks but will oversee many aspects of their department's implementation and continuing support. This training includes, but is not limited to the following:
        - Service request configuration;
        - Workflow configurations;
        - Report creation and dashboard configuration
        - Knowledge base maintenance (if added)
        - Portal and Mobile App usage.
    - Administrative users: - will be trained on the administrative functionality and configurations. This includes:
        - Oversee and control user accounts and permissions.
        - Maintain user workflow permissions associated with business rules.
        - Troubleshoot issues

    - Support all system users
  - Train-the-Trainer Training - The County may be responsible for training new hires and new business units that adopt the CRM solution after the initial go-live. This training approach allows for improved system ownership and is the recommended training model. RST will conduct on-site training classes for in-house training staff who will lead, facilitate, and deliver the instructor-led portions of the training on the CRM system. This training will include the trainer's role and responsibilities, the planning and teaching process, CRM system knowledge, and exams that will test learning. This course will provide County personnel with all of the required tools, templates, etc. to deliver the training to their colleagues. The County should consider using these trainers in tandem with RST's trainers for the end user training outlined above. County trainers must be proficient by the end of the initial end-user training session.

An optional training/test environment may be configured. This training will be provided on a just in time basis to minimize knowledge loss from the date of training until go live. The training plan will consider shift work. Supplemental training and help tools will include online content, video instruction and Interactive classes.

RST will provide qualified, trained, and experienced instructor(s), as well as ensuring that they do not perform other duties during the training period that will interfere with instruction. Instructor(s) will provide a survey to trainees to evaluate presentation and course materials for effective feedback to the County.

Train-the-Trainer training will prepare County personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide County personnel with all the required tools, templates, etc. to deliver the training to their colleagues.

Documentation and Knowledge Transfer Requirements

The following documentation will be provided that will assist with training:

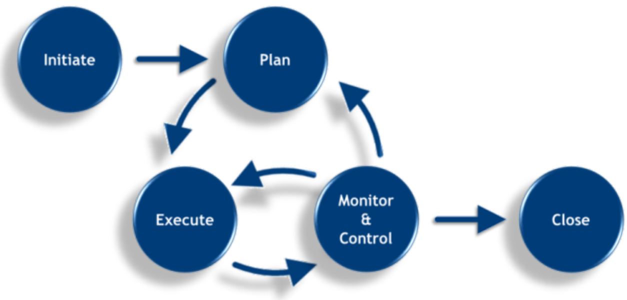
- All relevant documents and manuals including user manuals, training manuals and technical support materials
- Documents in an electronic format, such as PDF and/or accessible online at their web site
- Knowledge transfer sessions, on a one to one basis, on site, of the solution technical features to County's assigned personnel, including but not limited to, installation, configuration, maintenance, administration activities and troubleshooting.

Once the system is operational in production, then a transition will occur from the implementation team to the support team. The support team will oversee performing ongoing support via the help desk.

Project Management Methodology

Successful delivery of the County's desired CRM System requires that the project be accurately planned and efficiently executed with key goals and objectives established, documented, measured, and monitored. These goals will be collectively developed by the County and Rock Solid Project Team and published to provide a clear understanding of critical success factors, timelines, and project milestones.

As shown, Rock Solid's Project Management approach includes the methods, processes, resources, and tools needed to successfully manage the project life cycle, including:



- **Initiation:** Project authorizations and expectations.
- **Planning:** Project definitions, objectives, deliverables, and analysis of alternatives.
- **Execution:** Coordination of resources, quality management, and product and service delivery.
- **Monitoring and Controlling:** Monitoring and measuring to identify variances and initiate corrective actions.
- **Close-Out:** Acceptance of project deliverables and results.

Rock Solid's project manager and support manager will facilitate the following **project administrative activities** on a recurring basis throughout the life cycle of the project:

- Develop, in cooperation with the County's project manager, a project plan and schedule.
- Proactively manage and update project plan and schedule, throughout project.
- Coordinate project events with the County's project manager.
- Author, edit, review, and distribute project documentation and technical reports.
- Facilitate in-process review meetings with the County's project manager, committees, management, and end users as scheduled and appropriate throughout the project.
- Maintain a secure project collaboration website to post project schedule details, in-process tasks and responsible parties, technical documentation, and collaboration tools.
- Perform miscellaneous project administration (e.g., invoicing, travel, project reports).
- Anticipate problem areas as a part of risk management and propose and facilitate solutions.

Project schedule coordination and management will be performed. Project schedules and tasks will be monitored and adjusted, as needed, depending upon the County's priorities and ability make its staff and facilities available at the appropriate times throughout the project. An updated project schedule delineating resources, scheduled tasks, and completed tasks will be maintained and available to all Rock Solid team and County's team.

Monthly status meetings will also be facilitated by Rock Solid's project manager in coordination with the County's project manager and County team for the purpose of reviewing project issues, including: 1) activities, action items, and deliverables completed to date, 2) activities, action items, and deliverables in process or scheduled, and 3) technical or contractual issues that require corrective action. Rock Solid team meeting participants will include Rock Solid's project manager and ad hoc team members, as required. When feasible, these meetings will be held on-site at the County's facilities in conjunction with other scheduled on-site tasks.

Bi-weekly internal coordination meetings will be held to ensure continuous communication about tasks in progress, scheduled tasks, and any issues impacting a successful implementation. Rock Solid's project manager will also utilize these meetings to gather information from project team members required to manage ongoing resource loading.

Change Management Methodology

At Rock Solid we believe organizational change management is needed for efficient Software Adoption. There is not a "one size fits all" approach to Change Management. RST will engage with the County to establish a Change Management and Software Adoption Plan.

Change management will start from day one. There has to be direct top down involvement beginning with the right sponsors. Change agents assigned by the County will lead the way into providing a comfortable and trusting environment that will get all stakeholders involved in the process.

Key Success Factors

Change management—the human side of the transformation—focuses on the activities required to prepare organizations for the delivered change. To facilitate the transition from the old way of working to the future state. And to embed the change as the new norm.

Standardization Benefits

The solution to be implemented is designed to me implemented by configuring the system while avoiding customizations other than integrations, reporting formats, notification templates. The system has the capability to configure assignments, fields and workflows. This will help standardize the use of the system across departments maintaining a controllable cost-effective implementation.

The implementation of the solution will follow a standard approach across all County departments as stated in our project methodology.

Implementation Approach

The RST project methodology is based on a hybrid approach that leverages agile and PMI guidelines. It states a repeatable proven method to delivering project execution that can be scalable to all County departments. This includes the creation of a project plan that will establish scope, tasks, dependencies, dates, durations, resources, risk management and communication plan among others. The PMO approach will also focus on identifying roles and responsibilities as well as the expected activities that should be performed by each role. Technical tasks or activities will segregate user facing and backend activities.

The PMO approach will ensure that all project processes are monitored and constantly improved. It will be important to ensure that any project issues are communicated and resolved in a timely manner so that it does not affect a successful implementation.

A three-phased adoption approach

A three-phased approach to customer adoption—*envision*, *onboard*, and *drive* value—provides the foundation to help you guide your customers' successful transition.

Envision

Understand the context of the organization, define the scope and objectives of the change, and identify who will drive the change forward—prioritizing groups affected and defining the new behaviors required to achieve customer business outcomes. During this phase, you'll also complete the development of the change management plans and work on related detailed activities.

Stakeholder Engagement Plan

The key to a successful adoption is to create a dynamic team of committed individuals—or *change network*—made up of sponsors, stakeholders, and change agents who represent a cross-section of your customer's organization and who can drive and effect change in other staff.

Change management—the human side of the transformation—focuses on the activities required to prepare organizations for the delivered change. To facilitate the transition from the old way of working to the future state. And to embed the change as the new norm.

Sponsors. Key leaders within the organization. Their participation is essential to driving employee adoption. Key leaders have the greatest influence on company culture and can actively communicate the rationale for and the value and benefits of a new technology and new ways of working throughout the organization.

Ambassadors. Directors or Managers who drive and encourage staff in a region or function to engage in the change.

Change champions. Success owners who take responsibility for ensuring individuals use the service, get value from it, and become high performers. Establishing change champions is important to ensure the business goals set are realized. Change champions are knowledgeable, committed to furthering their expertise, and are willing to provide peer coaching and assistance. They help advocate and showcase how technology can meet the needs their department and team.

All managers or supervisors. Lead change with their direct reports. An employee's direct supervisor is crucial in delivering the most personal messages for that employee.

Communications Plan

Defines the target audiences, key messages, senders, channels, frequency, and timing required to build awareness of the change, and clearly outlines what's expected from staff affected by the change.

Training plan

Defines the target audiences, methods of delivery, requirements for training, and timing that are required to build the skills and knowledge in the organization. Plan the training delivery by using the detailed assets that are included in the Onboarding phase.

Measurement plan

Creates a scorecard that tracks adoption and usage measures for the sysem; helps to ensure the success of an ongoing process for collecting feedback and analyzing results. Monitoring and reporting on usage helps demonstrate overall adoption levels and areas where improvement is required.

Reinforcement plan

Drives change sustainability and helps ensure adoption continues to progress effectively after the go-live date. Without ongoing reinforcement from all levels of the organization, affected users will revert to previous ways of doing things or find alternative paths.

Focuses on collecting feedback, analyzing patterns of resistance, and then building and implementing corrective action plans. Also includes the management of specific rewards and recognition to celebrate successes.

Onboard

Stakeholders begin communicating, managers engage their workforces, training (contextualized to support how people can transition and adopt new ways of working) is available and delivered. The workforce begins to adapt to new ways of working.

Fully aligned with your technical deployment activities and plans, the onboard phase delivers the plans you created during the envision phase, and includes all activities up to the launch. All affected users should be trained and as capable as possible with their specific new ways of working prior to the launch.

Implementation guidance and schedule

Implementation should be approached in a phased manner, beginning with an *early adoption phase*, with the first set of users. Identification of early adopters should be representative of the workforce, for example, your customer's change network team.

Stakeholder engagement delivery

Implement the stakeholder engagement plan to recruit, coach, and support all members in all levels of the change network (sponsor coalition, ambassadors, champions, and managers) to help drive the change forward. Detailed activities, timing, and roles responsible are identified within the plan.

Communications delivery

Your communications plan created awareness of the need for the change and helped to set clear direction for all levels of the change network. Now you can implement the set of actions that can enable the workforce to engage in the change.

Sample communications timeline diagram:

Communications tactics plan timeline

Phase	Awareness			Availability	Usage		Adoption
Tactic	T-60	T-30	T-7	T	T+7	T+30	T~
Newsletter	●	●		●		●	●
Posters		●	●	●	●	●	
First touch event		●					
Brown bag sessions			●		●	●	
Early adopter video				●			
Auditorium training			●				
Online/On-demand training			●	●	●	●	●
Lunch and learn			●	●	●	●	
Tips and tricks				●			
Awards and certifications				●	●	●	●
Website		●	●	●	●	●	●

Training delivery

The training plan equips the change network and workforce with the necessary skills and abilities to make a successful transition to new ways of working.

Drive Value

In this phase, feedback from the workforce is gathered, the business outcomes (defined during the envision phase) are measured, and any necessary corrective action is identified and implemented within your established plans. Feedback is essential to identify the corrections that may be needed in the adoption approach. Feedback also enables additional benefits, improvements in ways of working, and recognition of how future capabilities should be introduced.

Continuing focus on change implementation, management, and monitoring, the drive value phase looks at how your customers' organizations can sustain the change.

Measurement delivery

The measurement plan sets the baseline criteria and metrics needed to help realize expected business outcomes. Along with feedback directly received through listening channels, the metrics can provide the change network team and sponsor with evidence that the change is in process and is sustained.

Reinforcement delivery

How can your customers sustain change after the service launch date? With ongoing reinforcement from all levels of the organization. Without reinforcement, affected users will revert to their old ways of doing things or will find alternative paths. Reinforcement focuses on collecting feedback, analyzing patterns of resistance, and then building and implementing corrective action plans. It also includes the management of specific rewards and recognition to celebrate successes.

By putting reinforcement activities in place, you can help sustain change and help your customers' organizations achieve optimal adoption and usage.

User Acceptance Methodology

During the Develop stage, In addition, RST will setup all non-production environments. The County will participate in the testing prototypes and will start engaging all system participants to alert of, and encourage the use of, the new system. Any dependencies for integrations and deployment expected from the County must be completed such as the County web site, the County mobile app and third-party systems. A tollgate (health check) review is conducted at the end of the phase to ensure that activities, milestones and deliverables are provided by RST per the quality standards as determined by the County and that any risks and issues are proactively addressed going into the next phase. A formal approval process on the complete phase will be followed for The County to approve the end of the phase. This process will be defined and agreed to at the beginning of the project with RST and the County.

For each of the five cycles by department the Deployment phase is where all the efforts of the project team come together for a successful transition to the new OneView solution. Key activities in this phase include End User Training, Change Management, User Acceptance Testing, Stress and Load Testing and the actual move to the new production environment.

Upon successful UAT acceptance, Stress and Load Testing Acceptance, a business go/no-go decision is made by the County on whether to proceed with the go-live or to defer until any critical issues are resolved.

Documentation

RST will deliver documentation of all data structures such as ER diagrams and data dictionaries as well as all API documentation as part of the system.

Documentation and Knowledge Transfer Requirements

- Technical documentation in the form of printed and electronic reports (.pdf and/or word formats) of the assessment, design, installation and configuration processes and any other documentation relevant to the scope of this project.
- All relevant documents and manuals including user manuals, training manuals and technical support materials.
- Documents in an electronic format, such as PDF and/or accessible online at their web site.
- Knowledge transfer sessions, on a one to one basis, on site, of the solution technical features to County's assigned personnel, including but not limited to, installation, configuration, maintenance, administration activities and troubleshooting.

Project Schedule

Dates shown are example purposes and will be updated once project is officially kicked off.

Task Name	Start	Finish
Sonoma Project Schedule	**Mon 11/2/20**	**Fri 1/29/21**
Planning and Analysis	**Mon 11/2/20**	**Fri 11/13/20**
Project Start	**Mon 11/2/20**	**Mon 11/2/20**
Kick Off Meeting	Mon 11/2/20	Mon 11/2/20
Project Scope and Schedule Revision	Mon 11/2/20	Mon 11/2/20
Prepare Project Planning	Tue 11/3/20	Thu 11/12/20
Communications Plan and Stakeholder Register	Tue 11/3/20	Tue 11/3/20
Project Schedule and Resource Plan	Tue 11/3/20	Wed 11/4/20
Test Plan	Wed 11/4/20	Thu 11/5/20
Integration Plan	Thu 11/5/20	Fri 11/6/20
Training Plan	Fri 11/6/20	Fri 11/6/20
Risk Management Plan and Issue Log	Mon 11/9/20	Mon 11/9/20
Infrastructure Review and Current System Review	Fri 11/6/20	Mon 11/9/20
Review of City Internal Processes	Fri 11/6/20	Tue 11/10/20
Review Project Plan	Mon 11/9/20	Mon 11/9/20
Approve Project Plan	Tue 11/10/20	Thu 11/12/20
Analysis Phase review of Deliverables	Fri 11/13/20	Fri 11/13/20
Analysis Phase Close	Fri 11/13/20	Fri 11/13/20
Configuration and Requirements Definition (Design)	**Tue 11/3/20**	**Mon 12/7/20**
Design	**Tue 11/3/20**	**Mon 12/7/20**
Requirements Gathering and Definition	**Tue 11/3/20**	**Wed 11/11/20**
Core Product Software Review	Tue 11/3/20	Tue 11/3/20

Define Request Types	Tue 11/3/20	Wed 11/4/20
CRM Migration Requirements	Wed 11/4/20	Thu 11/5/20
CRM Integration Requirements	Thu 11/5/20	Fri 11/6/20
CRM Workflow Definitions	Fri 11/6/20	Mon 11/9/20
Security and User Roles Requirements	Mon 11/9/20	Mon 11/9/20
Mobile and Portal Asset Gathering Requirements	Tue 11/10/20	Tue 11/10/20
Requirements Configuration Template Review	Tue 11/10/20	Tue 11/10/20
Knowledge Article and Call Script Reviews	Wed 11/11/20	Wed 11/11/20
Completion of Configuration Templates (To be completed by Service Areas/Departments)	Wed 11/11/20	Tue 12/1/20
Infrastructure Assessment and Recommendations Document	Mon 11/9/20	Mon 11/9/20
Configuration and Requirements Document (To be Process Model, Users, Service Types, SLA Times, Departments, Security Settings and Organization Structure)	Wed 12/2/20	Thu 12/3/20
Configuration and Requirements Document Approval	Fri 12/4/20	Mon 12/7/20
Development and Configuration	**Thu 11/5/20**	**Mon 1/18/21**
Data Migration (Customer Response)	Thu 11/5/20	Thu 11/12/20
Integrations	**Fri 11/6/20**	**Tue 11/24/20**
Active Directory Integration (LDAP)	Fri 11/6/20	Mon 11/9/20
ESRI Integration (Base Maps, Geofencing, Address Validation)	Mon 11/9/20	Tue 11/10/20
Email Integration (Outlook and Mail Server)	Tue 11/10/20	Wed 11/11/20
Phone System Integration (If using existing connector)	Wed 11/11/20	Fri 11/13/20
Lucity Integration	Tue 11/10/20	Tue 11/17/20
Accela Integration	Tue 11/17/20	Tue 11/24/20
Software Development, Configuration and Prototype	**Fri 12/4/20**	**Mon 1/18/21**
Iteration 1 of Software Adjustments and Configuration (Request Types - Stage 1 Departments, Service Desk Console, Self	**Fri 12/4/20**	**Tue 12/15/20**

Service Portal, Email Integration, AD Integration)		
Configure Users, Business Units and Security	Fri 12/4/20	Mon 12/7/20
Configure Services	Fri 12/4/20	Tue 12/8/20
Configure Service Desk Application	Tue 12/8/20	Tue 12/8/20
Configure Self Service Portal	Wed 12/9/20	Thu 12/10/20
Prototype 1.0 Release Preparation and Install	Fri 12/11/20	Fri 12/11/20
User Review of Prototype 1	Mon 12/14/20	Tue 12/15/20
Iteration 2 of Software Adjustments and Configuration (Request Types - Stage 2 Departments, Messaging, KBA, Call Script)	**Mon 12/14/20**	**Mon 12/21/20**
Configure Users, Business Units and Security	Wed 12/16/20	Wed 12/16/20
Configure Services	Wed 12/16/20	Thu 12/17/20
Configure KB	Thu 12/17/20	Fri 12/18/20
Configure Email Templates and Canned Responses	Mon 12/14/20	Wed 12/16/20
Prototype 2 Release	Thu 12/17/20	Thu 12/17/20
User Review of Prototype 2	Fri 12/18/20	Mon 12/21/20
Iteration 3 of Software Adjustments and Configuration (Stage 3 Departments, App/SSO Integrations, Reports - Dashboards, Reports, Analytics)	**Fri 12/18/20**	**Thu 12/24/20**
Configure Users, Business Units and Security	Tue 12/22/20	Tue 12/22/20
Configure Services	Wed 12/23/20	Thu 12/24/20
Configure Integrations	Tue 12/22/20	Wed 12/23/20
Mobile App Configuration	Mon 12/21/20	Wed 12/23/20
Prototype 3 Release	Fri 12/18/20	Fri 12/18/20
User Review of Prototype 3	Mon 12/21/20	Tue 12/22/20
Software Adjustments Ready For Testing	Fri 12/25/20	Thu 12/31/20
Software Adjustments Final Version	Tue 1/12/21	Mon 1/18/21

Deployment	**Tue 11/10/20**	**Wed 1/20/21**
Install and Configure Test/Training Environment	Tue 11/10/20	Wed 11/11/20
Install and Configure Production Environment	Thu 11/12/20	Fri 11/13/20
User Documentation	Mon 12/21/20	Wed 12/23/20
Go Live Version Update	Tue 1/19/21	Tue 1/19/21
Testing	**Wed 12/23/20**	**Thu 1/14/21**
Review Test Scripts and Materials	Wed 12/23/20	Thu 12/24/20
Update / Add Test scripts based on review	Fri 12/25/20	Mon 12/28/20
Initial Functional Testing	Tue 12/29/20	Thu 12/31/20
Train the Testers	Fri 1/1/21	Mon 1/4/21
Functional User Testing	Tue 1/5/21	Mon 1/11/21
QA testing (All request types)	Tue 1/12/21	Thu 1/14/21
Training	**Tue 1/12/21**	**Mon 1/18/21**
Training Plan Update	Tue 1/12/21	Tue 1/12/21
Training Plan Approval	Wed 1/13/21	Wed 1/13/21
User Training Materials	Tue 1/12/21	Wed 1/13/21
Technical Training Materials	Tue 1/12/21	Wed 1/13/21
Trainer Training	Thu 1/14/21	Thu 1/14/21
User Training	Fri 1/15/21	Mon 1/18/21
Administration Training	Fri 1/15/21	Fri 1/15/21
Technical Training	Mon 1/18/21	Mon 1/18/21
Training Acceptance	Mon 1/18/21	Mon 1/18/21
Go Live	**Tue 1/19/21**	**Wed 1/20/21**
Cutover Schedule and Task List	Tue 1/19/21	Tue 1/19/21
Go Live Preparations	Tue 1/19/21	Tue 1/19/21

Go Live	Wed 1/20/21	Wed 1/20/21
Operations	**Thu 1/21/21**	**Fri 1/29/21**
Post Implementation Support On Site	Thu 1/21/21	Fri 1/22/21
Post Go Live Assessment	Mon 1/25/21	Mon 1/25/21
Review of Closing Documentation	Tue 1/26/21	Tue 1/26/21
Transition to Support Operations (Problem /Incident Management Procedures)	Tue 1/26/21	Tue 1/26/21
Project Closing Report	Wed 1/27/21	Thu 1/28/21
Acceptance of Project Closing Customer Service Support – Ongoing? For how long will this be provided?	Fri 1/29/21	Fri 1/29/21

Addendum A – OneView User Licenses

The OneView solution offers Enterprise 'Ent' and Team Member license, powered by Microsoft Dynamics Customer Service license. Features are outlined in the table below. Please ignore the 'Pro' license; it is not applicable to OneView

Customer Service Use Rights Overview

Use Rights	Team Members	Customer Service	
		Pro	Ent
Access			
Dynamics 365 Mobile Client Application	•	•	•
Microsoft Dynamics 365 for iPad & Windows	•	•	•
Dynamics 365 for Outlook and Dynamics 365 App for Outlook[1]	•	•	•
Microsoft Dynamics 365 Web application	•	•	•
Read			

Use Rights	Team Members	Customer Service	
		Pro	Ent
System reports, charts, and dashboards: create and update		5 max	•
System reports, charts, and dashboards: customize			•
Word: create, update, and delete templates	•	•	•
Workflows: define and configure		•	•
Additional Services and Software			
Customer Service Hub		•	•
Dynamics 365 Customer Voice			•
Dynamics 365 - Gamification Fan & Spectator	•	•	•
Dynamics 365 - Gamification Player & Admin			•
Dynamics 365 Mobile Offline capabilities			•
Timesheet management via Project Resource Hub	•	•	•
Unified Service Desk for Microsoft Dynamics 365 (USD)			•

[1]Dynamics 365 App for Outlook can be customized, however usage must comply with use rights for users' corresponding license and pre-approved application scenarios in Appendix A.

[2]Team Members application module may be customized with maximum 15 additional entities (custom entities or standard Dataverse entities) available to the Team Members license per pre-approved application scenarios in Appendix A.

Use Rights	Team Members	Customer Service	
		Pro	Ent
All Dynamics 365 application data	•	•	•
Custom Entity data	•	•	•
Approve			
Finance functionality: Time, Expense, and Invoices	•		
Entities: Create, Update, Delete			
Activities	•	•	•
Announcements	•	•	•
Calendar: share	•	•	•
Contacts	•	•	•
Custom Entities (see Appendix B)	15 max[2]	15 max	•
Notes	•	•	•
Personal Views	•	•	•
Saved Views	•	•	•
Accounts		•	•
Embedded Intelligence			•
Entitlements		•	•
Facilities/Equipment			•
Leads (create only)		•	•
Resources		•	•
Service (Service Scheduling)			•
Work Hours		•	•
Entities: Actions			
Activity Feeds: post & follow activity feeds	•	•	•
Activity: convert to a case		•	•
Add or remove a Connection (stakeholder, sales team) for an Account or Contact	•	•	•
Business Units: define and configure			•
Case Management: reassign, add to queue, route & resolve cases		•	•
Chat with support team (as chat client for self-service, requires 3rd party solution)	•	•	•
Dialog: start dialog	•	•	•
Knowledgebase: create, update, publish, configure		•	•
Mail merge: perform mail merge	•	•	•
Marketing List: associate a Marketing List with an Account or Contact	•	•	•
Open Project Position: apply for Open Project Position for Project Operations	•	•	•
Project Tasks: update Project Tasks status for Project Operations	•	•	•
Queue: use a queue item	•	•	•
Resource Competencies: update own Resource Competencies for Project Operations	•	•	•
Resources (facilities, equipment, people): manage			•
Schedule & Dispatch Capabilities: use scheduling assistant, drag & drop assignment, update resource bookings			•
Schedule Board: configure and View			•
SLA Policies: configure		•	•
Teams: define and configure			•
Work Hours: manage			•
Yammer: use Yammer collaboration requires the appropriate license (acquired separately)	•	•	•
General System Use: Actions			
Auditing: configure		•	•
Business Processes: customize		5 max	•
Dialogs: define and configure		•	•
Duplicate Detection: configure rules		•	•
Dynamics 365 Forms, Entities, and Fields: create		•	•
Dynamics 365: administer		•	•
Email: create, update, and delete templates	•	•	•
Entities: define connections and relationships between entities		•	•
Forms and Views: customize (see Appendix B)		2 max	•
Import data in bulk		•	•
Microsoft Excel: export data to Excel	•	•	•
Queue: define and configure (see Appendix B)		15 max	•
Records: use relationships & connections between records	•	•	•
Search and advanced find: use	•	•	•

Addendum B – Future Enhancements to Third Party Integrations

Lucity (Central Square) is currently developing a new API, and Accela has a recently released revision to their API. When Rock Solid builds the connector for the new API's, Rock Solid will include the following components, as long as they are technically feasible with the new API configuration:

A) The new Lucity API connector will allow for the integration to pull images from the Lucity work request and bring them into the CRM. This will take place when the new connector is established.

B) The new Accela API connector will allow for the integration to pull comments from the Accela work request and post to the CRM. This will take place when the new connector is established.

Rock Solid agrees to provide the above requested functionality (A and B) within a range of 6-8 months of the release of the updated Rock Solid connector for the new API's, so long as the functionality exists within the 3rd party API's.