Schedule A

TECHNOLOGY SOLUTION CONTRACT BETWEEN SNOHOMISH COUNTY AND OPENTEXT

TECHNOLOGY SOLUTION CONTRACT
BETWEEN
SNOHOMISH COUNTY
AND
OPENTEXT
CONTRACT NUMBER 07814-002

This agreement, hereinafter referred to as "Technology Solution Contract", is made and entered into by and between Snohomish County Planning & Development Services located at 3000 Rockefeller Avenue, Everett WA 98201, hereinafter referred to as "County" and the below named firm, hereinafter referred to as "Contractor."

Opentext
951 Mariners Island Boulevard
San Mateo, CA 94404
Jack Robinson II
JackR@opentext.com

WHEREAS, Snohomish County and Contractor desire to enter into a Technology Solution Contract for an Enterprise Content Management (ECM) solution; and,

WHEREAS, the County has determined that entering into this Technology Solution Contract with Contractor shall meet the County's needs, be in Snohomish County's best interest; and,

IN CONSIDERATION of mutual promises as hereinafter set forth and incorporated herein, subject to Washington State Department of Enterprise Services Master Contract No. 07814-002 and subsequent amendment(s) hereinafter referred to as "Master Contract" which shall be incorporated herein by this reference, and as the County and Contractor agree as follows:

1. **Term**

   The term for this Technology Solution Contract shall be three (3) years from the execution date of this Technology Solution Contract. The County shall have the sole discretion and option to extend this Technology Solution Contract.

   The County reserves the right to purchase additional products within the scope of this Technology Solution Contract which will be appropriately documented by amendment, signed by authorized representatives of the parties and attached and incorporated into this Technology Solution Contract.

2. **Price Schedule and Fees**

   Total compensation payable to Contractor for products/services purchased over a three year term shall not exceed $304,895 plus applicable taxes, without a mutually approved change order by both parties as described in Project Change Control Procedures identified in Schedule B Statement of Work.

   The Contractor's ECM software Quote No. 00476097 dated December 12, 2017 shall be attached and incorporated hereinas Schedule C.

   The Contractor's professional services estimate is set forth in the Statement of Work and shall be attached and incorporated herein as Schedule B.

A mutually agreed upon Statement of Work for services shall be created specifying tasks, acceptance criteria, timelines, and all other associated costs and shall be attached and incorporated herein as Schedule B.

Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Technology Solution Contract.

Contractor Contract Manager Information	County Contract Manager
Jack Robinson II opentext 951 Mariners Island Boulevard San Mateo, CA 94404 JacrK@opentext.com	Julie Mass Snohomish County Planning and Development Services 3000 Rockefeller Avenue Everett, WA 98201 Julie.Mass@snoco.org

3. Billing

The Contractor shall submit properly itemized invoices to the County Contract Manager. Invoices shall contain at a minimum the information listed below:

1. Technology Solution Contract Number
2. Contractor Name, address and telephone number
3. Contractor Federal Identification Number (FIN)
4. Dates
5. Description of Deliverable (If hourly, include the number of hours worked, hourly rate, total amount per line item.)
6. Total Milestone Payment Amount
7. Total dollar amount per line item
9. Net Invoice
10. Applicable taxes
11. Payment terms including any available discounts

Incorrect or incomplete invoices will be returned to Contractor for correction and reissuance.

4. Assurances

The County and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

5. Modifications

The County and Contractor agree that all activity pursuant to this Technology Solution Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each schedule and exhibit listed below is by this reference hereby incorporated into this Technology Solution Contract as though fully set forth herein. In the event of an inconsistency within this Technology Solution Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations

2. Special terms and conditions as contained in this basic Technology Solution Contract instrument

3. Terms and conditions as contained in the Master Contract incorporated by reference

4. Schedule A – Technology Solution Contract between Snohomish County and OpenText

5. Schedule B – Statement of Work

6. Schedule C – Contractor Quote No. 00476097 dated December 12, 2017

7. Exhibit A – Software License Agreements

8. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This Technology Solution Contract, including referenced Exhibits and Schedules, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this Technology Solution Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This Technology Solution Contract shall be subject to the written approval of the County's authorized representative and shall not be binding until so approved. The Technology Solution Contract may be altered, amended, or waived only by a written amendment executed by both parties.

ALL OTHER TERMS AND CONDITIONS OF THE MASTER CONTRACT AND ITS SUBSEQUENT AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESSS WHEREOF, THIS TECHNOLOGY SOLUTION CONTRACT is executed by the persons signing below, who warrant they have the authority to execute the Technology Solution Contract.
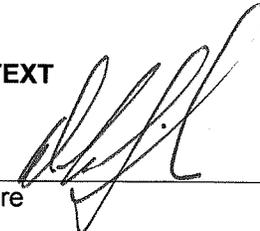
SNOHOMISH COUNTY

By: Snohomish County Executive

KEN KLEIN
Executive Director

2/28/18
Date

RECOMMEND APPROVAL:
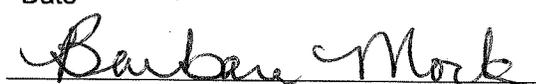
By: Trever Esko, Department of
Information Technology

2/7/18
Date

By: Barb Mock, Director of Planning &
Development Services Department

2/7/18
Date

APPROVED AS TO FORM ONLY:

By: Deputy Prosecuting Attorney

2/7/18
Date

APPROVED AS TO INSURANCE:

Risk Management

2/7/18

OPENTEXT

Signature

David G. Silven
Name

Regional Vice President   1-19-2018
Title   Date

COUNCIL USE ONLY
Approved: 2-28-18
Docfile: D-6
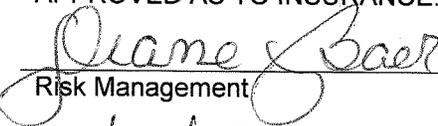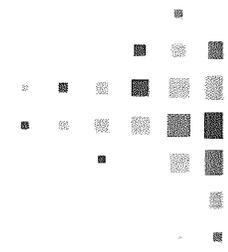
SCHEDULE B
Statement of work for:

Snohomish County, Washington State

FOR:

Open Text Enterprise Information Management Baseline Rollout

PREPARED BY: **Jason Shih**
REVIEWED BY: **Ramesh Sundaresan, Jack Robinson**
DATE OF ISSUE: **December 14, 2017**

Contents

Statement of Work ("SOW")

SERVICES AND COMPENSATION

BETWEEN

Open Text Inc. ("OT")
and

Snohomish County ("County")

for

Open Text Enterprise Information Management Baseline Rollout ("Project")

Introduction

This Exhibit to the Washington State ECM Master Contract Number 07814-002("the Agreement") between OpenText and State of Washington hereby incorporates by reference those terms and conditions of the Agreement between the parties dated October 26, 2015.

High Level Objectives

County has requested that OpenText perform baseline stand up of OpenText Content Suite, Object Importer, and Brava Module with redaction for Planning and Development Services (PDS) department. Open Text will perform installations or provide assistance and consultation for installations of these products in three environments - dev, test and production. Open Text shall perform the installation in the development environment, and will assist and provide consultation to County staff with installing the products in the test and production environments.

Open Text and County staff shall achieve the following County High Level Objectives with assistance and consultation from Open Text:

- Provide baseline installation of below application system in the Snohomish County DEV, TEST and production (PROD) environment for PDS use case
    - Content Suite (including Archive Center) with Content Intelligence, Object Importer, Brava module with redaction and Blazon module
    - OpenText Directory Services (OTDS) for user authentication and synchronization with County's Active Directory
- Open Text shall provide assistance to support County resources to design, configure and set up the ECM environment around
    - County/Computer Information Systems (CIS) model
    - Record management classification model

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Tasks and Deliverables

Please note that associated services estimates are based upon OpenText Services delivery of projects similar in nature. Detailed requirements specific to the County, determined through the delivery of services, may result in changes to deliverables and/or estimates. Any change in the anticipated scope, tasks or deliverables will be mutually agreed upon by the parties in writing prior to initiating the change, following OpenText's standard Change Request procedures.

In consideration for the High Level Objectives above, following are the tasks and deliverables for the Project:

Tasks and Deliverables:

Project Planning	Deliverables
	Phase 1a
Open Text and County shall define the approach and responsibilities of the project	• OT and the County shall develop a baseline schedule and project plan – County responsible for document
County shall Identify appropriate County resources and involvement	• OT and the County shall define roles and responsibilities and create a document identifying such – County responsible for document
Open Text Shall Draft Project Plan	
Architecture Design - Size and Scale (DEV, TEST, PROD)	**Phase 1b**
Usage Requirements and Architecture Analysis	• OT shall develop and provide baseline hardware requirements
Open Text Shall: Gather and Summarize estimated Content Server future Usage Information and HA/DR requirements for PDS	• OT shall develop and provide baseline software requirements
Complete the analysis of sizing requirements gathered	• OT shall develop and provide architectural diagram for County optimum build
Document sizing recommendations	• OT shall develop and provide storage requirement recommendations
Content Suite Installations (DEV, TEST, PROD)	**Phase 1c**
Install in DEV environment	• County server set up review and approval by OT
Open Text Shall: Install & configure Archive Center (1 instance only)	• OT shall complete baseline installation and configuration of Content Suite in Dev environment
Install & configure OTDS Server (1 instance and 1 user partition only)	• OT shall provide standard installation manual and documentation for server set-up and software configuration
Install & configure Content Server and modules (1 Front end and 1 Admin Server only)	• OT shall review and approve configuration notes completed by County staff
Install & configure Object Importer	• OT shall document and provide trouble shooting steps (any issues encountered during the installation configuration will be documented)
Install & Configure Brava (1 instance only)	
Install & Configure Blazon component and Rendition module (1 instance only)	
Conduct Functional testing to verify installation	• Knowledge transfer from OT to select Snohomish County technical employees who will observe work as it is performed so that county staff are able to replicate the process

Consulting Support to County Staff Install in TEST environment	Deliverables Phase 1d
Install & configure Archive Center (1 instance only)	• County will perform installation tasks with OT assistance based on notes from DEV installation process • OT shall review and approve County server set up • OT shall complete baseline installation and configuration of Content Suite in Test environment • OT shall review and approve configuration notes taken by County staff • OT and the County shall document trouble shooting steps (any issues encountered during the installation configuration shall be documented) • Continued knowledge transfer from OT to select Snohomish County technical employees as OT observes the work, and provides consultation
Install & configure OTDS Server (1 instance and 1 user partition only)	
Install & configure Content Server and modules (2 Front end Servers and 1 Admin Server only)	
Install & configure Object Importer	
Install & Configure Brava (1 instance only)	
Install & Configure Blazon component and Rendition module (1 instance only)	
Conduct Functional testing to verify installation	
Consulting Support to County Staff Install in PROD environment	**Phase 1e**
Install & configure Archive Center (1 instance only)	• County will perform installation tasks with OT assistance based on notes from DEV and TEST installation process • OT shall review and approve Server set up Baseline installation and configuration of Content Suite in Prod environment • OT shall review and approve configuration notes taken by PDS staff • OT and the County shall document trouble shooting steps (any issues encountered during the installation configuration will be documented) • Continued knowledge transfer from OT to select Snohomish County technical employees, as OT observes the work and provides consultation
Install & configure OTDS Server (1 instance and user partition only)	
Install & configure Content Server and modules (2 Front end Servers and 1 Admin Server only)	
Install & configure Object Importer	
Install & Configure Brava	
Install & Configure Blazon component and Rendition module (1 instance only)	
Conduct Functional testing to verify installation	
One (1) week of post go live support for OT infrastructure	
Installation and Configuration Documentation for all Environments	**Phase 1f**
Open Text shall provide documentation of installation and configuration steps and screen shots Open Text shall provide a walk through to help Snohomish County employees understand and perform installation and configuration tasks	• OT shall provide to County staff the knowledge and documentation necessary to successfully perform a server installation and configuration in the future. Both County and OT shall agree upon sufficiency.

Configuration & Setup Assistance; Administrative and End User Training	Phase 2

Open Text shall:
    Assist PDS technical team to design and configure Community, Information, Security (CIS) model including Records Management, and   make recommendation on design standards such as categories, records retention schedules, Meta data, etc. so that Snohomish County employees will understand the design and training required to perform configuration tasks.
 	
    Provide guidance on business use cases and configuration.
 	
    Assist County staff in devising a training work plan. County staff will undergo sufficient product trainings and take ownership of the design and configuration. OT will assist and provide resources for any particular guidance needed around specific items or topics.
 	
    Train and mentor select County staff in the configuration, design, implementation, troubleshooting and maintenance of the ECM system. Provide hands-on training for migrating legacy document (back end conversion) and classification to the ECM system.
 	
    Training provided by Open Text will consist of a combination of solutions training/knowledge transfer during the technical design and generic classroom training. Specifics will be determined as part of the training work plan.
	• County defined business use cases and work flow – prepared by County with assistance and final review by OT for implementation
	• Design standards document (written documentation for design requirements post implementation) – jointly prepared by County and OT
	• Training work plan (training goals, timelines, scope of training, define the order in which specific training should be rolled out, etc.) – jointly prepared by County and OT
	• OT shall train Snohomish County staff on developing/designing up to 5 workflows
	• OT shall conduct on site instructor led training as set forth in the training work plan
	• OT shall mentor select Snohomish County employees as they perform tasks reviewed/taught in the formal classes
	• In consultation with and scope approved by County, OT shall create and provide end user training information and documentation the County can use to provide training pre and post implementation

Consulting Support to County Staff in Data Migration	**Phase 3**
Open Text shall provide assistance in migrating existing and legacy data into the ECM OT shall provide assistance and consultation support to County staff in configuring to ensure that documents are properly categorized and accessible per the County's policies and retention schedule	• OT shall provide technical consulting support during data migration of legacy documents to the ECM • Successful migration of digital images into the ECM • OT shall ensure Snohomish County understands processes and requirements for data migration

Consulting Support to County Staff in integration with Public Portal	Phase 4
Open Text shall: Assist PDS with connecting the content server data to PDS Public Portal on Civic Plus (PDS staff will build the public portal on its existing web site (Civic Plus), and OT will provide API) Assist PDS with integration of AMANDA database to content server	• OT shall provide technical support for implementation of PDS Public Portal (PDS will build the portal on its existing web site, Civic Plus)

Post Implementation and Launch Support	Project Close
OT is responsible for knowledge transfer to the County Information Technology and PDS technical staff. OT shall provide the necessary support during the installation of Development, Test and Production environments. OT shall support County with post-installation issues and trouble shooting.	• Provide consultation support as needed • Additional deliverable examples (test scenarios, guides, training materials, etc.) as needed or requested • OT shall develop and deliver training materials for all users • OT shall provide documentation and diagram of Final County configuration • Final acceptance by Snohomish County

Project Governance & Reporting

OT will work with County resources to provide access to systems and appropriate people as provided by the County Project Manager.

OT shall provide a part time Project Manager to review schedules, resources and delivery expectations through project completion.

OT shall produce bi-weekly Project reports for County Contact Person who shall review and approve these reports. The County representative shall confirm receipt and approve or disapprove the report within 10 business days. Due to the small nature of this project, OpenText and the County will manage an informal set of financial and progress items by email. OT and County will hold regular meetings to govern and manage the Project.

OT shall produce records documenting training and consulting hours consumed as well as remaining hours available and provide those to the County upon request.

Services Assumptions

The following assumptions may affect the level of effort or period of performance required to complete the tasks identified within the Methodology and Deliverables Section of this Agreement.
- Work will begin when the executed Agreement and the related purchase order, if one is required, have been received from the County and at the earliest possible date at which OT and County resources are available or as otherwise agreed.
- For optimal use of consulting services, County resources should complete generic classroom based product training with OpenText Learning Services for Content Server Administration and Configurations courses before engaging OpenText Professional Services on the scope of work in this SOW.
- County resources will be responsible for configuring the OT products to meet their business requirements with OT resources providing support as requested by County

- Disaster Recovery/ High Availability configurations are not included in the current estimates. OT will assist County with set up of back-ups and redundancy if requested by County.
- Current estimates for providing project management, configuration and setup assistance support, training, and troubleshooting shall be capped at **1,050** hours. Any scope changes resulting in additional hours worked beyond the initial estimate will require a contract amendment and must follow established approval procedures within the County.
- County resources will handle all required hardware and software pre requisites.
- County will provide System administration, network administration, and database administration support as needed for the project
- OT will only be responsible for installing the OT products and modules as outlined in this SOW.
- Due to the ad hoc support nature for the project for OT resources, planning shall be done in advance and agreed upon by both OT and County.
- OT and County agree to cooperate in good faith to complete the Services and Deliverables in a timely and professional manner. County understands and agrees that OT's ability to provide the Services and Deliverables is dependent upon the active participation of, and access to, the appropriate County resources as may be required by OT and assigned by County during the performance of this engagement.
- OT shall schedule Resources on a basis of an 8-hour day (40 hours per week) between the hours of 8:00AM to 5:00PM Pacific Time, Monday to Friday, except public holidays ("Regular Business Hours").
- The language for all deliverables and communication will be English. Other languages may be used as agreed by both parties from time to time.
- As applicable, OT shall provide all deliverables to County on OT's document templates under the following file format and the mediums: Microsoft Word.

Project Change Control Procedure

In the event a change in scope is requested by either party during the delivery of this service, the following change control process will be used:
1. County and OT will prepare a written description of the changes (Change Request) jointly.
2. The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.
3. The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.
4. Both County and OT must sign the Change Request to authorize implementation of proposed changes. Any change resulting in additional cost to the County shall be processed as a contract amendment and follow the County approval process.

The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request.

Services Fees, Expenses & Payment Schedule

County shall pay software costs after software is installed, activated, and available for use.

This is a technology consulting engagement leveraging a pool of hours based on the scope of hours or work described in the Task and Deliverable section. County acknowledges that this is a non-binding estimate and agrees to pay the hours actually performed by OT. The total amount will not exceed the agreed upon professional services fee amount of $199,500.00 for the maximum of 1050 hours at $190.00 per hour. No effort exceeding the hours listed in this Statement of Work will be performed without a mutually approved change order by both parties. Fees charged for professional services will be paid in increments, based on the following methods:

(a) For Phase 1: As hours spent for milestones completed and accepted by County[1]; and
(b) For Phases 2 through Project Close: As hours are spent by OT pursuant to this Statement of Work and approved by County.

County shall reimburse OT for reasonable and documented travel, lodging and meal expenses directly associated with the performance of service under this Agreement in accordance with Snohomish County's travel reimbursement policy, attached hereto and incorporated by this reference. OT shall minimize travel to the extent possible. Much of the work can be performed via remote access to the system. It is anticipated that travel may be needed for the following areas: installation and configuration of servers and software, onsite training, and go live support. All travel shall be preapproved by the County.

Invoices and payments for services rendered shall follow the requirements of the Terms and Conditions of this Statement of Work agreement. OT shall submit monthly invoices to the attention of Julie Mass, PDS Division Manager, as specified under Contact Information. County shall pay invoices in accordance with the guidelines set forth above.

Description *(All amount quoted in US$)*	List Rate	Estimated Efforts (hours)	Cost	Totals
Consultants	$ 190.00	*1050*	$ 199,500.00	
Total Estimated Services Fees				$ 199,500.00
Software		Quantity		
Content Suite Platform Standard	$ 180.00	175	$ 31,500.00	
Content Intelligence	$ 83.50	175	$ 14,612.50	
Brava! For Content Suite - Docs only- Base Model Kit	$ 18.71	175	$ 3,274.25	
Object Importer/ production cluster	$ 2,292.00	1	$ 2,292.00	
Add-on for Brava for Content Suite - All Formats - Base Module ONLY (adds publishing and redaction)	$ 18.71	175	$ 3,274.25	
Blazon for Content Suite - Base Module	$ 4,000.00	1	$ 4,000.00	
Subtotal Software:			$ 58,953.00	
First Year Annual Support:	$ 11,790.23	1	$ 11,790.23	
Tax			$ 6,862.09	
Total Software and Support Fees:				$ 77,605.32
Estimated Maximum Travel	$ 10,000.00	1	*$ 10,000.00*	
Total <u>Estimated</u> Software, Services Fees and Expenses:				$ 287,105.32

__Taxes:__ The Customer is responsible for taxes associated with invoiced services unless Customer is tax exempt and has provided OT with a Tax Exemption Form.

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[1] This means that County will pay invoices for time spent for deliverable identified in Phase I as they are completed. For example, once the DEV server is set up and operational, County will pay OT for the time spent on the server set up and configuration. Once the TEST server is set up and operational, County will pay OT for the time spend on the server set up and configuration.

ENTERPRISE INFORMATION MANAGEMENT

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Contact Information

opentext™

OT Professional Services:
Jason Shih
Title: Practice Director
Phone: *650 740 8258*
Cell: *650 740 8258*
Email: jshih@opentext.com

OT Sales:
Jack Robinson
Title: Senior Account Executive
Phone: *916 768 8146*
Email: jackr@opentext.com

OT Contract Management:

2950 South Delaware Street, Suite 400
San Mateo, CA 94403
USA
Phone: +1 650 645 3000

Email: ascontracts@opentext.com

Snohomish County

County Contact Person:
Julie Mass
Title: Division Manager
Phone: 425 388 3970
Cell: 425 923 9834
Email: Julie.Mass@Snoco.org
Invoices to:
Julie Mass
Phone: 425 388 3970
Fax: 425 388 3670
Email: Julie.Mass@Snoco.org

Acknowledgement and Agreement

PURCHASE ORDER
(PLEASE CHECK THE APPRORIATE BOX BELOW AND PROVIDE INFORMATION ABOUT YOUR PO)

☐ 1. A purchase order has been provided to OT as of execution of this SOW.

x 2. A purchase order will be issued within 30 days from the execution of this SOW. County understands that work will not begin until the purchase order is received by OT (See Assumptions).

☐ 3. County does not issue purchase orders.

☐ 4. County does not require a purchase order for the Services ordered hereto. OT must include the following reference # _____ on its invoice.

PO Number:
PO Hard Copy: NO

TAX INFORMATION
(PLEASE CHECK THE APPROPRIATE BOX BELOW)

☐ 1. County is exempt and the Tax Exemption Form is provided to OT as of execution of this SOW.

x 2. County is non-exempt.

Signature

OT and County hereby agree to the terms and conditions of this SOW by having an authorized representative sign their name on the space provided below.

Snohomish County PDS	**Open Text Inc.**
By: _Julie Mass_	By: _(signature)_
Print Name: Julie Mass	Print Name: David G. Sileven
Title: Division Manager	Title: Regional Vice President
Date: 2-7-18	Date: 1-19-2018

Note: Please make sure to fill the Purchase Order and Tax Information Sections above.