

SERIAL 16047 RFP HOSTED E-MAIL SUBSCRIPTION MANAGEMENT SOLUTION

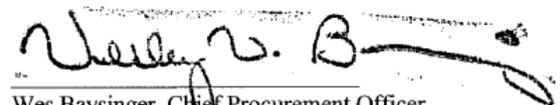
DATE OF LAST REVISION: January 07, 2016 CONTRACT END DATE: December 31, 2018

CONTRACT PERIOD THROUGH DECEMBER 31, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HOSTED E-MAIL SUBSCRIPTION MANAGEMENT SOLUTION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 07, 2016 (Eff. 01/01/16)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
Fields Moseley Gov't Relations

(Please remove Serial 09084-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 16047-RFP

This Contract is entered into this 7th day of January, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and GovDelivery, a Minnesota corporation ("Contractor") for the purchase of a hosted e-mail subscription management solution and services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of January, 2016 and ending the 31st day of December, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Producer Price Index) or by performing a market survey.

3.0 INFRINGEMENT DEFENSE INDEMNIFICATION:

- 3.1 Defense and Indemnity: Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that CONTRACTOR software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

3.1.1 Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

3.1.1.1 Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor-branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

3.1.2 The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party

4.0 PAYMENTS:

4.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

4.2 Payment shall be made upon the County's receipt of a properly completed invoice.

4.3 INVOICES:

4.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase

- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

4.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

4.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

4.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

4.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.4 APPLICABLE TAXES:

4.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

4.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will

assume that you do wish to grant access to any contract that may result from this Request for Proposal.

4.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

5.0 AVAILABILITY OF FUNDS:

5.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

5.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.0 DUTIES:

6.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

7.0 TERMS and CONDITIONS:

7.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

7.2 **INSURANCE:**

7.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

7.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

7.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

7.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

7.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

7.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

7.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

7.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

7.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

7.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

7.2.11 **Professional Liability.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

7.2.12 Certificates of Insurance.

7.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

7.2.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

7.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

7.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

7.3 **FORCE MAJEURE:**

7.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies,

hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

7.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

7.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

7.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

7.4 **WARRANTY OF SERVICES:**

7.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

7.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

7.5 **SUSPENSION OF WORK:**

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

7.6 **STOP WORK ORDER:**

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

7.6.1 Cancel the stop-work order; or

7.6.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

7.6.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

7.7 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

7.8 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

7.8.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

7.8.2 Make progress, so as to endanger performance of this contract; or

7.8.3 Perform any of the other provisions of this contract.

7.8.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

7.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

7.10 SUBCONTRACTING:

7.10.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

7.10.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

7.11 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

7.12 ADDITIONS/DELETIONS OF SERVICE:

7.12.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

7.12.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

7.13 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

7.14 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

7.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

7.16 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

7.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

7.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

7.17.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

7.17.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.17.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

7.17.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

7.17.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

7.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

7.18.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

7.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.18.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

7.19 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

7.19.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

7.19.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

7.20 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

7.20.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

7.20.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

7.20.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

7.21 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

7.22 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

7.23 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

7.24 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

7.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

7.26 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

7.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

7.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

7.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

7.29.1 Exhibit A, Pricing;

7.29.2 Exhibit B, Scope of Work;

7.29.3 Exhibit C, Hosting Requirements; and

7.29.4 Exhibit D, Office of Procurement Services Contractor Travel and Per Diem Policy

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

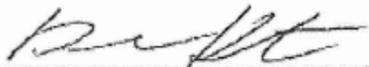
Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

GovDelivery, Inc.
Attn: Elizabeth Pawlicki
408 Saint Peter Street, Suite 600
Saint Paul, MN 55102

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:



AUTHORIZED SIGNATURE
Dawn Kubat, Director of Contracts and
Sales Operations

PRINTED NAME AND TITLE
408 St. Peter Street, Suite 600
St. Paul, MN 55102

ADDRESS

1/5/2016

DATE

MARICOPA COUNTY:



CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

1/15/16

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

Jan 13, 2016

DATE

EXHIBIT A
PRICING

SERIAL 16047-RFP
 NIGP CODE: 92002
 RESPONDENT'S NAME: GovDelivery, Inc.
 COUNTY VENDOR NUMBER : W000003305 X
 ADDRESS: 408 Saint Peter Street, Suite 600
 Saint Paul, MN 55102

 P.O. ADDRESS:
 TELEPHONE NUMBER: 651-726-7309
 FACSIMILE NUMBER: 651-665-0943
 WEB SITE: www.govdelivery.com
 CONTACT (REPRESENTATIVE): Elizabeth Pawlicki
 REPRESENTATIVE'S E-MAIL ADDRESS: elizabeth.pawlicki@govdelivery.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[X]	<u> </u> %
RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.			

NET 30 DAYS

1.0 PRICING:

1.1 INITIAL INSTALLATION AND SETUP AS PROPOSED

Includes: Integration support, training and technical assistance N/A

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
	\$ -	\$ -	\$ -

1.2 HOSTING FEE

Includes: Annual support, training and technical assistance

	\$50,053.00	\$51,555.00	\$53,101.00
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1.3 ADDITIONAL COSTS (LIST AS NEEDED)

(Optional) Second sub-subscription site for internal use

	\$5,000.00	\$ 5,250.00	\$5,512.50
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(Optional) Two-way SMS/Text Message One Time Set Up Fee

	\$10,000.00	\$ -	\$ -
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TOTAL (without Options listed in 1.3)

	\$50,053.00	\$51,555.00	\$53,101.00
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EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

Maricopa County's intent is to purchase a comprehensive, scalable, cloud-based digital communication management solution. Access to this capability will be provided to the public through the County's website in order to facilitate information distribution to website users by self-service. Further, the County would like a complete digital communication management service that includes hosting of the application by the selected service provider (i.e., web-based/ cloud-based), full option management of the data, and use of the application itself by authorized County staff.

Maricopa County will offer e-mail subscription functionality on its website so that site visitors can subscribe to receive information updates via e-mail or SMS based on their personal interest and/or request. To manage this, the County plans to implement a commercially available e-mail subscription management application that provides an efficient method of distributing information by e-mail once content (i.e., documents or other information of interest) is updated on the County's website.

It is Maricopa County's intent to purchase a complete e-mail subscription management solution that includes hosting and management of the e-mail subscription management application by the software vendor or a designated partner of the vendor.

2.0 SCOPE OF WORK:

The selected digital communication management solution must integrate seamlessly with the County's existing website and content-management process. The selected solution will be accessible through, but distinct from, the existing website. In order to minimize the total cost of installation and management of the application, the County requires that the application be set-up to easily integrate with the County's website by authorized administrators pasting HTML links to the subscription options. This needs to be done without custom programming or installation of hardware or software. Any changes made to the County website (e.g. a new content management system) should require only minimal or no configuration adjustments to the digital subscription management service.

The proposed solution must include all setup and ongoing services required to successfully implement and manage the project. Setup services should include training and integration support; and ongoing services should include application hosting, upgrades, training, and 24 X 7 technical support. The proposed solution shall provide complete scalability for the entire County with no limitations on the number of subscription options, subscribers, emails sent, and administrators, provided all usage is related to the County's website. The pricing structure should be straightforward and contain no hidden or variable costs.

NOTE: The County is currently in the process of awarding a contract for a CMS provider, the proposed solution must be compatible with the awarded vendor which is currently unknown.

GovDelivery's Communications Cloud (the "Cloud") is currently integrated seamlessly with the County's existing website and content-management process. The Cloud is accessible through, but distinct from, the existing website. Since Maricopa County is a client of GovDelivery already, there is no need to set-up the Cloud. Should Maricopa County like to revisit implementation of the solution or requires additional training, GovDelivery would be happy to provide opportunities for Maricopa County to access additional training.

2.1 SPECIFIC APPLICATION REQUIREMENTS:

2.1.1 Required Elements of the Setup Process for the Solution:

2.1.1.1 Solution is provided on a Software-as-a-Service (SaaS) basis and hosted on provider's own server infrastructure.

GovDelivery is a hosted, Software-as-a-Service (SaaS) solution that is currently used by over 1000 government entities without custom programming.

- 2.1.1.2 **Solution is a commercial off-the-shelf (COTS) product and requires no custom programming or redesign to meet County requirements. Vendors may be required to provide live demonstrations of implementations of the service of at least two comparable counties of similar size and requirements.**

GovDelivery requires no custom programming to meet County requirements and can provide live demonstrations of implementations of service of at least two comparable counties of similar size and requirements.

- 2.1.1.3 **Contractor must demonstrate the ability to launch the application within three (3) days of contract award with full implementations completed within thirty (30) days of contract award.**

GovDelivery's implementation plan can last between 4-6 weeks, however since Maricopa County is already a client, there is no need to implement the Cloud.

- 2.1.1.4 **To maximize automation while maintaining the security of county data, the service must interface with the County website, its content management system and process for managing content without need for integration with any County server.**

GovDelivery integrates seamlessly with Maricopa County's existing websites and content-management process without the need to install or alter any County server.

- 2.1.1.5 **Application must include automation where appropriate to streamline its management and use.**

GovDelivery's Automation Module supports automated message composition based on RSS feed and social media updates; manual updates can be drafted and sent by administrators at any time and automated messaging can be setup to go out with or without approval on a per topic basis.

- 2.1.1.6 **Web and email templates will adopt the County website's look and feel for all digital subscription features without programming and without Contractor branding or other advertising requirement.**

Web and email templates will adopt the look and feel of Maricopa County's website for all digital subscription features without need for programming, Contractor branding or other advertising.

- 2.1.1.7 **Application must have the capability to allow clients to collaborate with each other in order to promote subscription items and related content in a networked fashion. Such capability must be coupled with a large installed base of clients (i.e., system must in use by a number of relevant government bodies and other entities) in order to be effective.**

The GovDelivery Network connects over 1000 government organizations and has a network of over 90 million subscribers. GovDelivery allows various cities, counties, and state agencies to collaborate with each other in order to promote subscription items and related content in a networked fashion.

2.1.1.8 **Application must allow access to key services via a publicly available suite of APIs.**

2.1.1.8.1 **Ability to run API operations will require security credentials.**

The GovDelivery Web Service API uses basic Hypertext Transfer Protocol (HTTP) authentication to ensure the security of data that is passed through the API. In addition, all requests to the API service are secured via Hypertext Transfer Protocol Secure (HTTPS).

2.1.2 Required Cross Collaboration

2.1.2.1 **Application must have the capability to allow the County to collaborate with other government agencies in order to promote subscription items and maximize subscribers in a networked fashion.**

The GovDelivery Network allows Maricopa County to collaborate with their government agencies to promote subscription items and maximize subscribers.

2.1.2.2 **Such capability must be coupled with a large installed base of clients (i.e., system must in use by a number of related agencies and other entities) in order to be deemed effective.**

More than 70 state and local governments in the Southwestern United States utilize GovDelivery to deliver reliable communications to their audiences.

2.1.2.3 **Subscriber signup traffic must be attributable to collaboration partners through analytic capabilities, so that the County can monitor and enhance collaboration efforts accordingly.**

Analytic capabilities will be monitored and will be able to be used to enhance collaboration efforts.

2.1.2.4 **Topics must have the ability to be easily added, featured and removed from the collaboration network, so that traffic can be driven to specific initiatives, campaigns, or focus areas with just a few moments notice.**

Topics are customizable and can be easily updated according to Maricopa County's needs in order to drive traffic to specific initiatives.

2.1.2.5 **Options to subscribe to other client agencies must be part of the signup process.**

Subscribers will be able to sign up for other client agencies as part of the signup process.

2.1.3 User Experience Features Required of the Solution:

2.1.3.1 **Enable user access to system functionality via hyperlinks placed in appropriate locations on the County website. Such links should allow for:**

2.1.3.1.1 **Rapid sign-up to specific subscription topics, categories, and subcategories.**

Implementation teams work with customers to customize the account for each customer based on needs; specifically the sign-up page branding, account permissions, and Cloud defaults.

2.1.3.1.2 Access to the entire list of available subscription topics and categories.

A list of available subscription topics and categories will be available for subscribers to select from.

2.1.3.1.3 Access to a subset of available subscription topics and categories.

A subset of available subscription topics and categories will be available for subscribers to select from.

2.1.3.1.4 Access to web-based profile page.

GovDelivery will provide subscribers with a web-based profile page.

2.1.3.2 Enable users to leverage existing social media credentials to create or edit existing subscriptions.

GovDelivery has extensive capabilities supporting posting to social channels, promoting social content by email, and encouraging social sharing. In addition, users can sign up using their social media account.

2.1.3.2.1 Support for top tier social media platforms including Facebook and Twitter.

GovDelivery can leverage social media platforms for communication.

2.1.3.2.2 Ability for new users to manage their accounts by selecting/deselecting content choices available for subscription.

The subscriber can modify email addresses, add/change/delete a password, select/deselect subscriptions, and set delivery preferences.

2.1.3.3 Allow users maximum flexibility in selecting how and when they receive new content from the County, including the ability to:

2.1.3.3.1 Configure account to receive shortened versions of messages if delivered to a short-message device, e.g., mobile phone.

GovDelivery has a mobile friendly version for launching alerts and provides the option of composing and sending short versions of messages to subscribers via short message device.

2.1.3.3.2 Retrieve updates by topic or multiple subscriptions using RSS (Real Simple Syndication) aggregators.

All GovDelivery topics are available via unique RSS feeds. Additionally, all bulletins sent by Maricopa County would be available in one RSS feed.

2.1.3.3.3 Specify how frequently messages/emails are received.

When the digesting feature is enabled, subscribers can update how frequently messages/emails are received, either on an immediate, daily, or weekly basis.

2.1.3.4 Provide users with a web-based profile page where they can modify email addresses, add/delete their password, review subscriptions, and set delivery method preferences.

GovDelivery will provide subscribers with a web-based profile page where the subscriber can modify email addresses, add/change/delete a password, review subscriptions, and set delivery preferences.

2.1.3.5 Utilize permission-based email standards that respect the privacy of users and give users control of the relationship.

GovDelivery utilizes permission-based email standards that respect the privacy of subscribers and give subscribers control of the relationship.

2.1.3.5.1 Obtain user consent by notified opt-in or double opt-in mechanisms.

GovDelivery obtains subscriber consent by notified opt-in or double opt-in mechanisms.

2.1.3.5.2 Utilize clear and consistent from names and from addresses in emails so users know exactly who messages are from

GovDelivery will utilize clear and consistent “from names” and “from addresses” in email messages so subscribers know exactly who messages are from. These will be customized so that messages appear to be coming from Maricopa County.

2.1.3.5.3 Provide links to unsubscribe or modify profile settings in every message

GovDelivery will provide links to unsubscribe and modify profile settings in every message.

2.1.3.5.4 Provide ‘Help’ and ‘Privacy Policy’ links in all web templates

GovDelivery will provide ‘Help’ and ‘Privacy Policy’ links in all web templates.

2.1.3.5.5 Provide the ability to capture subscribers via Facebook profile pages.

GovDelivery has extensive capabilities supporting posting to social channels, promoting social content by email, and encouraging social sharing. GovDelivery provides a Facebook subscription app that can integrate with Maricopa County’s Facebook profile page(s).

2.1.3.6 Meet user accessibility standards based on Section 508 of the Rehabilitation Act (<http://www.section508.gov/index.cfm?fuseAction=1998Amend>).

GovDelivery meets user accessibility standards based on Section 508 of the Rehabilitation Act.

2.1.4 E-mail Notification Features, Content Composition and Distribution Requirements:

2.1.4.1 Be able to create and send emails automatically (based on updated content on County web pages) or manually.

The Cloud will detect changes to designated website and prompt Maricopa County's staff to send notifications to subscribers or automatically send notifications to subscribers as desired by the County staff.

2.1.4.2 Allow several options for building message recipient lists:

GovDelivery allows several options for building message recipient lists, including filtering criteria based on subscriber activity or interaction with previous messages.

2.1.4.2.1 Select subscriber lists for multiple subscription topics at the time of send.

The Cloud allows Maricopa County to select subscriber lists for multiple subscription topics at the time messages are sent.

2.1.4.2.2 Filter recipients based on responses to questions (e.g., zip code).

Filtering message recipients based on responses to questions (e.g., zip code) is supported in the Cloud.

2.1.4.2.3 Segment recipient list by time of subscriber creation, whether subscriber has received previous communications, and by email provider pattern (e.g. *@gmail.com).

GovDelivery can segment the recipient list by subscriber creation time, whether they have received previous communication, and by email provider pattern.

2.1.4.3 Conduct A/B testing to ensure best performing subject lines, body content, and/or links is being presented to large audiences.

GovDelivery can conduct A/B testing to ensure best performing subject lines, body content and/or links are being presented to large audiences.

2.1.4.3.1 Allow a random sampling of recipient's lists

GovDelivery can allow for a random sampling of recipients lists.

2.1.4.3.2 Ability to compare multiple email sends based on open and click performance

GovDelivery's reporting feature will allow Maricopa County to see open rates and click-through analytics.

2.1.4.4 Includes native tools and templates designed for non-technical users to create, maintain, and send content-rich, HTML emails, e.g., e-newsletters.

GovDelivery will include native tools and templates designed for non-technical users, to create, maintain, and send content-rich, HTML email messages, (e.g., e-newsletters).

2.1.4.5 Include default set of email templates to accommodate diverse communication needs

Default email and signup themes are provided and can be customized.

2.1.4.6 Allow multiple attachments to each message and a total message size of up to 10.0 megabytes.

GovDelivery allows unlimited attachments to each message, as long as they do not cumulatively exceed the 1 MB total limit. Linked files are limited to 10 MB per file.

Additional Clarification:

Linked files and attached files differ. A linked file would reside on the GovDelivery server and the message would simply have a link to it. An attached file would be a true attachment (something like an image or a PDF, etc.). Let me know if this makes more sense: Attached files are limited to 1 MB total per bulletin. You can attach as many files as you would like to the bulletin as long as they do not cumulatively exceed the 1 MB total. Linked files, however, are limited to 10 MB per file.

2.1.4.7 Allow the option of composing and sending short versions of messages to subscriber email addresses that are configured to receive a shorter format.

GovDelivery provides the option of composing and sending short versions of messages to subscribers via email and/or text messages.

2.1.4.8 Allow the option of scheduling the message send to a specific date and time.

GovDelivery provides the option of scheduling the message send for a specific date and time.

2.1.4.9 Create an individual email for each recipient, so that recipient addresses remain unavailable to other message recipients.

GovDelivery creates an individual email for each recipient, so that recipient addresses remain unavailable to other message recipients.

2.1.4.10 Construct emails in MIME Multipart format, which allows recipients to view messages in HTML or plain text based on preferences or email client constraints.

GovDelivery is able to construct email messages in MIME Multipart format, which allows recipients to view messages in HTML or plain text based on preferences or email client constraints.

2.1.4.11 Automatically send a courtesy copy of all outbound messages to the administrator who sent the message (for delivery confirmation) and the County's principal administrator of the system (for auditing purposes).

GovDelivery can automatically send a courtesy copy of all outbound messages to the administrators who have been designated to receive courtesy copies.

2.1.4.12 Capable of automatically publishing message content through social networking and other channels, including:

GovDelivery's Automation Module supports automated message composition based on RSS feed and social media updates; manual updates can be drafted and sent by administrators at any time and automated messaging can be setup to go out with or without approval on a per topic basis.

2.1.4.12.1 Ability to systematically publish a concise version of email bulletins directly to social media platforms, including Facebook and Twitter.

Ability to systematically publish a concise version of email bulletins directly to social media platforms.

2.1.4.12.2 Messages pushed to social media platforms will have ability to link back to landing page version of email content for full viewing.

Messages pushed to social media platforms can link back to landing page version of email content for full viewing.

2.1.4.12.3 Publish message content in an RSS feed that is specific to the topic and/or is personalized to a user's subscription preferences.

The Cloud can publish message content in an RSS feed that is specific to the topic and/or is personalized to a user's subscription preferences.

2.1.4.12.4 Publish message content to a data service that can be used to populate content sharing services (e.g., widgets). Publish message content to a County-moderated blog.

The Cloud can publish message content to a data service that can be used to populate content sharing services (e.g. widgets).

2.1.4.12.5 Include mechanism within emails for recipients to share and post content to social networking sites such as Facebook, Twitter, LinkedIn, Digg, etc.

GovDelivery includes a mechanism within email messages for recipients to share and post content to social networking sites.

2.1.5 Email Deliverability Requirements:

2.1.5.1 Utilize enterprise-class mail senders with demonstrated ability of sending one hundred (100) million or more messages per month at peak rates of at least one thousand (1000) messages per second.

GovDelivery utilizes enterprise-class mail senders with demonstrated ability of sending one hundred (100) million or more messages per month at peak rates of at least one thousand (1000) messages per second.

- 2.1.5.2 **Maintain relationships with major Internet Service Providers (ISPs) and related industry groups. Certify and/or whitelist mail transfer agent (MTA) sending IP-ranges where possible to ensure that emails are delivered to the inbox rather than the bulk or spam folder.**

GovDelivery maintains relationships with major Internet Service Providers (ISPs) and related industry groups so as to ensure that emails are delivered to the recipient's inbox rather than the bulk or spam folder.

- 2.1.5.3 **Send emails from a mail-sending environment that is never used for commercial purposes so that the County's emails are not mistaken for commercial emails.**

GovDelivery sends emails from a mail-sending environment that is never used for commercial purposes so that Maricopa County's email messages are not mistaken for commercial email messages.

- 2.1.5.4 **Support use of standard email authentication technologies such as Sender Policy Framework (SPF) and Domain Keys.**

GovDelivery supports the use of standard email authentication technologies such as SPF and Domain Keys.

- 2.1.5.5 **Demonstrate staffing levels sufficient to manage ISP relationships and to monitor deliverability of emails.**

GovDelivery will demonstrate staffing levels sufficient to manage ISP relationships and to monitor deliverability of email messages.

- 2.1.5.6 **Provide automated bounce handling to manage all synchronous and asynchronous email bounces resulting from hard failures (e.g., invalid email address) and soft failures (e.g., mailbox full and other transient errors).**

GovDelivery provides automated bounce handling to manage all synchronous and asynchronous email bounces resulting from hard failures (e.g., invalid email address) and soft failures (e.g., mailbox full and other transient errors).

- 2.1.5.7 **Support add-on services capable of delivering direct SMS messages at higher speeds and volumes at a competitive cost or through existing County SMS provider.**

GovDelivery is able to provide add-on services capable of delivering direct SMS messages at higher speeds and volumes at a competitive cost.

2.1.6 **Requirements for the Administration/Management Process for the Solution:**

- 2.1.6.1 **Provide County administrators with an intuitive, web-based administration interface to manage all aspects of the County's system implementation.**

GovDelivery will provide Maricopa County's administrators with an intuitive, web-based administration interface to manage all aspects of the County's system implementation.

- 2.1.6.2 **For security purposes, provide configurable security features limiting access to only approved administrators. Minimum security features include:**

2.1.6.2.1 Administrator sessions must automatically time out after a designated period of inactivity.

Administrator sessions will automatically time out after a period of inactivity.

2.1.6.2.2 Account will automatically lock up after a certain number of incorrect login attempts within a certain timeframe.

After a certain number of failed log-in attempts the user will have to call in and verify information in order to get their account unlocked.

2.1.6.2.3 Account access is limited by client configured IP range(s).

With IP address restrictions, Maricopa County can limit administrator access to its GovDelivery account to one or more IP addresses and NetMask ranges. When an administrator attempts to access the account, GovDelivery verifies that the IP address they are logging in from is within the organization's set range. If the IP address of the login attempt does not fall within the range restriction, the administrator will be denied access to GovDelivery.

2.1.6.2.4 Mandatory administrator password changes after a certain timeframe.

Password auto expire allows Maricopa County to require administrators to change their password at a regular interval. GovDelivery recommends password changes every 60 to 90 days, but the County can select exactly how often administrators will be required to change their password. GovDelivery will automatically notify administrators 10 days prior to when their passwords expire.

2.1.6.3 Allow County staff to create and manage a multi-level hierarchy of administrative users with different levels of administrative rights and privileges, e.g., an individual administrator can only send messages to subscribers of his or her assigned content.

GovDelivery will allow Maricopa County staff to create and manage a multi-level hierarchy of administrative users with different levels of administrative rights and privileges. Administrators have the ability to modify access rights at an individual user level.

2.1.6.4 Offer ability for administrators to access any single administration feature from HTML links so administrators can go directly to the task they want to perform through a bookmark rather than by navigating through the administration interface.

GovDelivery will include the ability for Maricopa County administrators to access any single administration feature from HTML links so administrators can go directly to the task they want to perform through a bookmark rather than by navigating through the administration interface.

2.1.6.5 Allow easy management of subscription topics:

2.1.6.5.1 Additions and modifications to subscription topics are made through a "point-and-click" user interface so that changes can

be made without programming; ensure that changes are reflected immediately in the subscription options presented to users.

GovDelivery allows additions and modifications to subscription topics to be made through a “point-and-click” user interface so that changes can be made without programming.

- 2.1.6.5.2 Allow administrators to create and save default content and formatting for every subscription topic so messages are ready-to-send when content is updated, to include default ‘from’ name and ‘from’ email address, subject line, and message content (header, main body, and footer).**

GovDelivery allows Maricopa County administrators to create and save default content and formatting for every subscription topic so messages are ready-to-send when content is updated, to include default ‘from’ name and ‘from’ email address, subject line, and message content (header, main body, and footer).

- 2.1.6.5.3 Allow administrators to cross-list an individual subscription item in multiple categories and sub-categories without additional programming.**

GovDelivery allows Maricopa County’s administrators to cross-list an individual subscription item in multiple categories and sub-categories without additional programming.

- 2.1.6.6 Leverage the County’s existing Web content publishing process by providing a mechanism for monitoring website content that:**

- 2.1.6.6.1 Detects changes to designated website and prompts County staff to send notifications to subscribers or automatically sends notifications to subscribers.**

GovDelivery’s Communications Cloud can detect changes to designated websites and prompt Maricopa County staff to send notifications to subscribers or automatically send notifications to subscribers as desired.

- 2.1.6.6.2 Is capable of pulling updated content from the website into the email notification.**

GovDelivery’s Communications Cloud is capable of pulling updated content from the website into the email notification.

- 2.1.6.6.3 May be configured to monitor content on distinct web pages on a set schedule. The schedule should be flexible to allow for monitoring by specific days of the week, hours in the day, and minutes in the hour.**

The Cloud can be configured to monitor content on web pages on a set schedule.

- 2.1.6.7 Allow administrators to add subscribers manually when subscribers sign up through other means (existing lists, paper sign ups, existing databases, etc.).**

GovDelivery will allow Maricopa County administrators to add subscribers manually when subscribers sign up through means other than through the County's SSL.

- 2.1.6.8 Support the County's interest in managing select groups of internal and external subscribers by allowing the County to restrict certain topics so that only users with certain email addresses or email address domains can subscribe.**

GovDelivery will support Maricopa County's interest in managing select groups of internal and external subscribers by allowing the County to restrict certain topics so that only users with certain email addresses or email address domains can subscribe.

- 2.1.6.9 Provide mechanism for requesting and collecting additional information from subscribers.**

GovDelivery provides a mechanism for requesting and collecting additional information from subscribers.

- 2.1.6.9.1 Provide an online interface that allows for the creation of several question types, such as choose one, choose one or more, and text response.**

GovDelivery provides an online interface that allows for the creation of several question types by Maricopa County administrators, such as "choose one", "choose one or more", and "text response".

- 2.1.6.9.2 Allow questions to be configured on a per-topic basis so that certain questions are only asked when a subscriber expresses an interest in a given topic (e.g., only ask for zip code when a subscriber indicates an interest in road projects)**

Questions can be configured on a per-topic basis so that certain questions are only asked when a subscriber expresses an interest in a given topic (e.g., only ask for zip code when a subscriber indicates an interest in road projects).

- 2.1.6.10 Provide web services so that select system actions can be initiated through an application program interface (API) as an alternative to using the traditional web-based user interface.**

GovDelivery provides web services so that select system actions can be initiated through an application program interface (API) as an alternative to using the traditional web-based user interface.

2.1.7 Minimum Reporting Features Included with the Solution:

- 2.1.7.1 Provide a usage report that presents numbers of subscribers, emails sent, click-throughs, open rates, and RSS hits by topic and category.**

GovDelivery is able to provide a usage report that presents numbers of subscribers, email messages sent, click-throughs, open rates, and RSS hits by topic and category;

- 2.1.7.2 Allow subscriber filtering by topic and category, so the County can understand what domains and organizations are subscribing to which type of County content.**

GovDelivery provides the ability to allow subscriber filtering, by topic and category, so Maricopa County can understand what domains and organizations are subscribing to which type of county content.

2.1.7.3 Provide a report presenting URL performance highlighting click-through rates of individual links showing content performance.

GovDelivery provides the ability to provide a report that presents URL performance highlighting click-through rates of individual links showing content performance.

2.1.7.4 Provide a report that presents the quantity of changes to monitored web content within a given period.

GovDelivery provides the ability to prepare a report that presents the quantity of changes to monitored web content in a given period.

2.1.7.5 Provide a report that presents a history of all messages sent, along with the ability to view/resend a message or view a list of recipients and delivery status for each.

GovDelivery's reporting feature can provide a report that presents a history of all messages sent, along with the ability to view and/or resend a message or view a list of recipients and sending status for each.

2.1.7.6 Provide a report that presents subscriber responses to requests for additional information.

GovDelivery's reporting feature can provide a report that presents subscriber responses to requests for additional information.

2.1.7.7 Provide an account performance report that presents a 12 month snapshot of performance, growth, and engagement metrics.

GovDelivery's reporting feature can provide account performance that presents a 12 month snapshot of performance, growth and engagement metrics.

2.1.8 Required Scalability of the Solution:

2.1.8.1 Provide an enterprise-wide solution that allows implementation of application features on an unlimited number of County websites and County web pages.

The Communications Cloud is an enterprise-wide solution that allows implementation of application features on County websites and County web pages.

2.1.8.2 Support an unlimited number of:

2.1.8.2.1 subscription categories and subcategories

GovDelivery supports an unlimited amount of subscription categories and subcategories.

2.1.8.2.2 subscription options

GovDelivery supports an unlimited amount of subscription options.

2.1.8.2.3 County administrators

GovDelivery supports an unlimited amount of county administrators.

2.1.8.2.4 public users (subscribers)

GovDelivery supports an unlimited amount of public users (subscribers)

2.1.8.2.5 outbound emails sent

GovDelivery supports an unlimited amount of outbound emails sent.

2.1.8.2.6 monitored County website content

GovDelivery supports an unlimited amount of monitored website content.

2.1.8.3 Include all version upgrades to the application as part of solution fees

All customers benefit from standard releases with no cost to customers unless a specific cost-based feature is desired.

2.1.9 Required Support and Maintenance:

2.1.9.1 Provide online training to administrators at all levels.

Unlimited access to Web-based recorded trainings and online help for Maricopa County administrators on the following topics: standard messaging, the GovDelivery Network, automation, mobile and analytics.

2.1.9.2 Provide an account manager to assist with setup, administrative training, and ongoing support.

Since Maricopa County is an existing GovDelivery client, there is no need to setup the Cloud. GovDelivery will continue to provide the County with options for additional administrator training and ongoing support.

2.1.9.3 Provide professional documentation of all system capabilities and setup processes.

GovDelivery will provide professional documentation of all system capabilities and setup processes.

2.1.9.4 Provide all necessary technical and consultative support to setup the solution on the County's website.

GovDelivery provides ongoing services such as application hosting and upgrades, training, and 24 hours per day, 7 days per week technical support.

2.1.9.5 Provide unlimited phone and email support during the term of the agreement.

GovDelivery will provide unlimited phone and email support during the term of the agreement.

Provide 24 x 7 emergency support

- 2.1.9.6 GovDelivery will provide help desk support Monday through Friday, at least eight hours per day. GovDelivery will provide the option of technical support coverage of 24 hours a day, 7 days a week.

Additional Clarification:

You do. I think “option” was probably just not the correct word there or should have been excluded. Emergency support is available 24/7 to all GovDelivery clients.

2.1.10 **Preferred Features of the selected Solution**

- 2.1.10.1 **Include the ability for two-way text communication with subscribers and non-subscribers.**

For an additional fee, Maricopa County can choose to invest in the capability for two-way SMS/text message so recipients can reply to messages. Both sender and recipient messages are deducted from the standard 500,000 that are provided with the Communications Cloud.

- 2.1.10.2 **Provide the option for a second sub-subscription site used solely for communicating with internal employees.**

For an additional fee, GovDelivery can provide the option for a second sub-subscription site used solely for communicating with internal employees.

2.1.11 **Additional Clarifications:**

Can you please provide us more information regarding two-way texting such as use cases from other organizations, how you might recommend us using it, etc. Also, is there an opportunity to try testing this feature before committing to the one-time \$10,000 fee?

Unfortunately there is no opportunity to try testing the feature before committing. Some examples of two way texting that other organizations are doing: ACE Train in Stockton, CA has two way SMS linked up to their internal system indicating where trains are. Users can text ACE + the name of their station to a number and receive back how many minutes until their train arrives. King County Washington uses two way SMS to provide maps at county trailheads. Users text KING + the name of their trail and receive back a link to a PDF map, reducing the number of maps that the county needs to print and make available at the trailhead. Two-way SMS functions as follows: User sends in specific keyword, user receives back ONE response. There is no back and forth between the user and the system. We do have a separate interactive text messaging platform that would allow for more back and forth but it was not discussed prior to the RFP.

We are interested in a second internal account, can you please let us know if you have experience integrating ADP via API to populate the subscriber base?

Right now the issue is that both GovDelivery and ADP have passive REST APIs. Is it possible to program within ADP to trigger an action and not just be in a RESTful state?

He did mention that he has worked with a developer who used both sets of API to move data from their SharePoint server into GovDelivery.

Our next step is to set up a technical call with a member of Maricopa County’s development team to explore this option further to see if a second internal account that is automated is feasible.

3.0 IMPLEMENTATION PLAN:

GovDelivery provides world-class client support beginning with the initial setup process and continuing after launch. Implementation, training, and ongoing customer support services are included in the cost of the GovDelivery subscription. Additional professional and technical services are available to enhance the support of each agency’s programs and initiatives upon request. Each Agency is required to provide a project manager as the point-of-contact for GovDelivery. Each Agency will be provided with two primary points-of-contact during implementation and ongoing support:

- 1) **Implementation Consultant:** An expert trainer and implementer whose goal is to prepare Maricopa County to go live with GovDelivery and provide best practices.
- 2) **Client Success Consultant:** An ongoing resource to ensure Maricopa County is maximizing value from GovDelivery and taking full advantage of the system’s capabilities to get the desired results.

Implementation Overview

The GovDelivery Implementation Consultant will work closely with the County designated project manager throughout the setup process. On average, the implementation process takes approximately 4 to 6 weeks depending on the availability of the County. The process includes the following phases:



Administrator Training Resources

Initial Administrator (Account, Group, or Topic) training is provided during the implementation process and is customized to meet the County’s objectives and requirements. In addition, GovDelivery offers unlimited access to online administrator training courses, such as introductory and advanced system administrator certification programs through the GovDelivery Education Center. The Education Center allows Administrators to select training sessions that are most relevant to them, or choose predefined learning pathways specifically designed to help the County organization’s mission objectives. Tailored in-person group trainings are available upon request.

Ongoing Customer Support

The GovDelivery Customer Support Team manages technical requests and issues through a ticketing system via phone, email, or online during regular business hours: 8:00 AM Eastern to 8:00 PM Eastern. In addition, 24-hour emergency phone support is available during off-business hours. All customer support requests are covered under the subscription.

1) Kickoff and Scope System Use	
A 60 to 90 minute Kickoff meeting will be scheduled with a designated GovDelivery Implementation Consultant to discuss the following: <ul style="list-style-type: none"> • Review objectives, success measurements and establish best practices • Determine system settings and features 	Week 1 or as scheduled by County
2) Design and Build	
Based on the information discussed in the Kickoff meeting, GovDelivery will: <ul style="list-style-type: none"> • Set up a personalized account and configure features and functionality • Build branded subscription pages and message templates 	Weeks 2 to 3
3) Train and Integrate	
After the account has been set-up, GovDelivery will: <ul style="list-style-type: none"> • Provide custom Administrator (Account, Group, or Topic) training • Create mock-ups and instructions for easy website integration 	Weeks 4 to 6
4) Launch and Support	

<p>Following the successful completion of phases 1 to 3 above Maricopa County can:</p> <ul style="list-style-type: none"> • Begin acquiring subscribers and sending bulletins • Transition from Implementation to the Client Success Consultant • Schedule a post-launch review (approximately 1 month following launch) 	<p>Ongoing</p>
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Additional Clarification:

Regarding the implementation process can you provide more help with organizing our account, determining which topics are not being used, how to better categorize our account topics, etc. I guess we just want dedicated resources to help us get our account set up as effectively as possible?

That’s a great question. That’s actually going to be a big part of how I work with Maricopa Co. next year as the account manager. Rachel and I can come up with a strategic plan in January for what to accomplish each month. I’ll be scheduling quarterly in person visits to track progress (January, April, July and October).

The things you mentioned are a great place to start: What topics aren’t being used and how they should be categorized. I would add to that getting a set of updated, mobile responsive templates and removing old templates that don’t follow email/mobile best practices, and how to onboard new departments that start using GovDelivery to make sure they’re following the established best practices.

4.0 TRAINING:

Since Maricopa County is already a client, there is no need to set up and implement the Cloud. Maricopa County has unlimited access to web-based recorded trainings and online help for the County administrators on the following topics: Standard Messaging, the GovDelivery Network, Automation, Mobile, and Analytics. Administrator training sessions are provided as needed at no additional cost to Maricopa County. GovDelivery offers weekly online training sessions and a comprehensive online Knowledge Base accessible through our customer support portal.

5.0 MAINTENANCE, SERVICE AND SUPPORT:

Help Desk Services

GovDelivery will provide Maricopa County with complete help desk support for administrators and end-users. Regular support will be available during regular business hours, Monday-Friday; via email or toll-free telephone call, covering all issues.

Customer Support Contact

support.govdelivery.com | help@govdelivery.com | 1-800-314-0147
Hours: 8am-8pm ET

Communication Service Level Agreement

GovDelivery will provide support and service requests (to respond to and resolve incidents) based on four (4) Severity Levels:

Severity Level 1: A “Severity Level 1” incident represents a total outage; the product is unavailable or not accessible for use. Examples of a Severity Level 1 incident include: Admin.govdelivery.com and/or public.govdelivery.com are down, all sending is significantly delayed, or there is a security breach.

Severity Level 2: A “Severity Level 2” incident occurs when a major feature of the product is not working and there is no workaround available, or the workaround is not acceptable. These issues impact the primary usability of the product. Examples of a Severity Level 2 incident include: PageWatch sending is delayed by more than 20-30 minutes, sudden and significant deliverability issues for some or many customers, or intermittent errors or low performance issues for some or many customers.

Severity Level 3: A “Severity Level 3” incident occurs when a primary feature of the product is not working as expected and an acceptable workaround is available. Severity Level 3 incidents do not impact the basic usability of the product. Examples of Severity Level 3 incidents include: the system not connecting to social media, single client app/feature help, or database requests.

Severity Level 4: A “Severity Level 4” incident occurs when a non-essential feature of the product is not working as expected and a workaround is available. Severity Level 4 incidents do not impact the basic usability of the product. Examples of Severity Level 4 incidents include: formatting or message creation needs, subscriber upload or management needs, or general help using the product.

Severity Level	Customer Communication
Severity Level 1	Updates every 30 minutes until issue is resolved. Including estimates on resolution timeline.
Severity Level 2	Every 3 hours until issue resolved. Including estimates on resolution timeline.
Severity Level 3	Every 72 hours until issue is resolved, or in accordance with other communication cadence established with the customer.
Severity Level 4	Every 5 business days until issue is resolved, or in accordance with other communication cadence established with the customer.

Ticket Management Communication Protocols

GovDelivery will provide ticket management based on four (4) Priority levels:

Urgent Priority: An “Urgent Priority” ticket is defined as a request or issue that is critical for an immediate agency-specific need. An example of an Urgent Priority ticket would be enabling a new account-wide feature for a time sensitive or urgent client need.

High Priority: A “High Priority” ticket is defined as a request or issue that is important, time-sensitive and is an agency specific, or administrator need. An example of a High Priority ticket would be training or assisting with a primary product feature (e.g., PageWatch) for a time-sensitive need.

Normal Priority: A “Normal Priority” ticket is defined as a request or issue that is important, but not necessarily time-sensitive and is an administrator specific need. Examples of Normal Priority tickets include formatting help with a message that is not urgent or assistance with standard product tasks (new topic, custom template, or subscriber upload).

Low Priority: A “Low Priority” ticket is defined as a request or issue that is a product enhancement that is not time-sensitive and is an administrator-specific need. Examples of Low Priority tickets include product enhancement requests and training or assistance with standard product features.

Ticket Priority	Customer Communication
Urgent Priority	1 st Response: Immediate. Automated ticket received confirmation.
	2 nd Response: Within 15 minutes. Ticket assignment to Support Representative.
	On-going: Every hour until request is complete, or other communications arrangements are made.
High Priority	1 st Response: Immediate. Automated ticket received confirmation.
	2 nd Response: Within 30 minutes. Ticket assignment to Support Representative.
	On-going: Every hour until request is complete, or other communications arrangements are made.
Normal Priority	1 st Response: Immediate. Automated ticket received confirmation.
	2 nd Response: Within 1 hour. Ticket assignment to Support Representative.
	On-going: Every 2 business days until request is complete, or other communications arrangements are made.

Low Priority	1 st Response: Immediate. Automated ticket received confirmation.
	2 nd Response: Within 15 minutes. Ticket assignment to Support Representative.
	On-going: Every 2 weeks of initial request or other communications arrangements are made.

Availability

GovDelivery has historically achieved over 99.5% availability of its website and services. Website availability is defined as the ability of users to access the GovDelivery website and the Services via the Internet. Maricopa County’s account will be credited if availability of the Communications Cloud Services ever falls below 99.0% in any given month. Website availability is defined as the ability of users to access the GovDelivery website and the Services via the Internet. If occurrences of Downtime (as defined below) either individually or collectively violate this 99.0% website availability commitment in any calendar month.

GovDelivery will credit Maricopa County’s account based on the following schedule:

Any credit provided to Maricopa County under this Service Level Agreement will be referred to as an Outage Credit. The Outage Credit shall be applied to Maricopa County’s account on the first invoice issued following the month in which the Downtime occurs. "Downtime" is limited to a "Site Outage", as defined below:

Maricopa County shall not be entitled and shall not receive any Outage Credit for web site unavailability due to planned or routine maintenance (limited to 2 hours per week) or caused by force majeure (which shall include any circumstances beyond GovDelivery’s reasonable control, including but not limited to, acts of God, labor strikes and other labor disturbances, power surges or failures). In no event shall any credit for a particular month exceed the Customer's then-current monthly recurring charges for one month of services provided under this Agreement. GovDelivery shall have the ability to determine in its reasonable discretion whether Downtime has actually occurred.

Downtime/Month	Amount of Credit
0 to 7.2 hours	No credit under this Service Level Agreement
7.21 to 18 hours	1 day credit
18.1 to 32 hours	3 days credit
32.1 to 48 hours	7 days credit

Site Outage and Downtime

A Site Outage is defined as continuous website unavailability, as determined through URL monitoring (HTTP). This monitoring is conducted by GovDelivery utilizing industry-standard monitoring tools. Reports of Site Outages will be provided on an as-requested basis up to once per quarter. The first four Site Outages in any given month that are corrected within fifteen (15) minutes of their start will not be considered Downtime. In addition, the first five (5) minutes of any Site Outage is a grace period and will not be considered Downtime under any circumstances.

Example, a Site Outage of fourteen (14) minutes in duration that is one of the first four (4) such outages in a given month would not result in any Downtime, while a Site Outage of sixteen (16) minutes would result in eleven (11) minutes of Downtime. After four (4) Site Outages of between five (5) and fifteen (15) minutes in a month, all Site Outage time over five (5) minutes for any one instance will count as Downtime.

Maintenance

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

EXHIBIT C
HOSTING REQUIREMENTS

1.0 AVAILABILITY:

- 1.1 Any information systems required for proper functionality of the hosted application must have 99.0% uptime during County business hours. Uptime measurements must be met for all servers and their connectivity to the Internet or dedicated connection to the County, whichever is applicable.
- 1.2 An industry-recognized backup methodology must be employed, including the use of off-site storage. The vendor must make backup procedures and logs available at any time upon request from the County.
- 1.3 Application response time, defined as the time it takes to complete render the user interface after a user action, must be less than three (3) seconds. Unacceptable response times shall be considered to make the program unavailable and will count against the 99.0% uptime metric.

2.0 CONNECTIVITY:

- 2.1 The vendor shall provide connectivity to the Internet or use Virtual Private Networking (VPN), whichever is appropriate. The County shall not be financially responsible for networking equipment at the vendor site.
- 2.2 Client applications installed on user workstations that must contact the off-site hosting environment must be able to do so through an HTTP proxy. Workstations must not be required to directly connect over the Internet for any reason.

3.0 DATA SECURITY:

- 3.1 Backups to removable media must be encrypted using the Advanced Encryption Standard (AES) with a minimum of a 128 bit key. Industry recognized key handling procedures must be utilized. At no time shall the key be stored on the backup media in clear text, including but not limited to table labels. The vendor must make key handling procedures and logs available upon request.
- 3.2 Hosted applications must support encrypted protocols for sensitive data. Preferred encryption protocols are Secure Sockets Layer (SSL) and Internet Protocol Security (IPSec). Encryption ciphers must use at least a 128 bit key length. Hashing algorithms used must be of the Secure Hash Algorithm (SHA) family. The minimum acceptable algorithm shall be SHA-1.
- 3.3 All hosted solutions must be audited by a third party at least once per year. The vendor must provide attestation by a third party (e.g. SSAE16 Type 2/SAS 70 Type II) at any time upon the County's request.
- 3.4 All applications hosting Maricopa County data must undergo a risk assessment at least twice per year. The risk assessment must include system and application testing. The results must be made available to the County upon request.
- 3.5 The vendor must maintain a non-disclosure agreement (NDA) with the County. All employees of the vendor must maintain an NDA with the vendor.
- 3.6 All employees of the vendor must pass a federal, state, and local criminal background check. Any employee who fails the background check shall not have any access to County data unless specifically authorized by Maricopa County in writing. The vendor shall make personnel and background check procedures available for inspection at any time upon request from the County.
- 3.7 No County data shall be transferred or made available to a third party in unencrypted form without the express, written consent of the County. See the "Backups" section for what shall be considered "encrypted."

- 3.8 No County data shall be transferred or transmitted outside the United States for any reason without the express, written consent of the County.
- 3.9 The system must support password policy enforcement, such as mixed case, numerals, and non-alphanumeric characters.
- 3.10 The system must support the ability to disable or lock out user accounts after a given number of login failures.
- 3.11 The vendor must have received ISO 27001 certification and meet National Institute of Standards and Technology Security Standards for cloud-based systems.
- 3.12 The system must not require the County to purchase or install software/hardware.
- 3.13 The system must not require any openings in the County firewall for any reason including monitoring for changes in the County's website content.

4.0 INFORMATION SYSTEMS AUDITING:

- 4.1 The system must log all material user actions, including but not limited to, logon and log off.
- 4.2 The system must log all material administrator actions, including but not limited to, user creation, user deleting, password resets, and privilege level changes.
- 4.3 The system must log failed login attempts.
- 4.4 Logs must be made available to the County at any time.

5.0 BREACH NOTIFICATION:

- 5.1 The vendor must report all suspected breaches to the County immediately and in writing. The vendor must also fully cooperate with any County investigation into the breach, to the extent allowed by law.
- 5.2 Should a breach of the hosted service occur the vendor bears the full cost of breach notification and any reasonably related costs and services. Reasonably related services include, but are not limited to, credit monitoring of affected individuals.
- 5.3 Should a breach of the hosted service occur the vendor shall pay all fines and costs reasonably associated with the breach.
- 5.4 Breach notification requirements shall be determined by all applicable laws, contracts and industry wide practices including, but not limited to, Arizona Revised Statutes 44-7501, the Health Insurance Portability and Accountability Act (HIPAA), and Payment Card Industry (PCI) Security Standards.
- 5.5 The vendor shall make their information security incident response policy and procedure available to the County at any time upon request.

6.0 COMPLIANCE:

- 6.1 The vendor must apply with all applicable laws, regulations, and contracts including (but not limited to) Criminal Justice Information Service (CJIS) Security Policy, Health Insurance Portability and Accountability Act, and Payment Card Industry (PCI) Security Standards.
- 6.2 The vendor must make compliance reports, audit findings, and third party attestations available at any time to the County upon request. The vendor must immediately notify the County, in writing, upon a confirmed violation of the compliance requirement. The notification must include any information provided by any regulatory body.

- 6.3 Vendors that host applications containing HIPAA protected data must enter into a Business Associate agreement (as defined by HIPAA) with the County. The Business Associate agreement must be maintained for the life of the contract.

7.0 DATA RETENTION:

- 7.1 The vendor shall destroy all offline copies of County data at the time it ceases to be useful. Destruction procedures must be made available to the County upon request.
- 7.2 At the conclusion of the contract, all Maricopa County data must be returned to the County and all vendor copies destroyed. The vendor must confirm in writing to the County that all data was destroyed in accordance with this agreement and state the methodology used.
- 7.3 Ensure that the County maintains ownership of all subscription data stored in the application. The service provider is allowed to maintain the information for purposes of providing the service; the County would have full access to the data at any time.

EXHIBIT D
CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

GOVDELIVERY INC. 408 SAINT PETER STREET SUITE 600, SAINT PAUL, MN 55102

NIGP CODE: 92002

Terms: Net 30

Vendor Number: W000003305 X

Telephone Number: 651/726-7314

Fax Number: 651/665-0943

Contact Person: ~~Darren Gerke~~ **Elizabeth Pawlicki**

E-mail Address: Darren.Gerke@govdelivery.com elizabeth.pawlicki@govdelivey.com

Company Web Site: www.govdelivery.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2018.**