

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and ACS Enterprise Solutions, LLC (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide Kiosk for Fictitious Business Name Application - internet and intranet, and Software License for the application.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 98,350.00 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2015 to December 31, 2015 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Executive Summary of Service
Exhibit A -1	Scope of Services/Payment Provisions
Exhibit A-2	Software License

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least (30) days prior to the effective date of termination. Such notice shall set forth the

effective date of termination. In the event of such termination, CONTRACTOR shall be entitled to compensation for services performed through the effective termination date. The amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause after providing CONTRACTOR with written notice and a reasonable opportunity to cure the events giving rise to default (of not less than 15 to 30 days). "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR relating to the defective services only, and the County may proceed with the work in any manner which County deems proper. The cost to the County to cure the defect shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Indemnification: CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's actions or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.
- 8.02 Limitation of Liability: WITH EXCEPTION OF WHERE CONTRACTOR'S APPLICABLE INSURANCE AS SPECIFICALLY SET FORTH IN THIS AGREEMENT APPLIES TO LIABILITY RESULTING FROM CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS WHILE PERFORMING SERVICES UNDER THIS AGREEMENT, CONTRACTOR SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.0 **INSURANCE REQUIREMENTS.**

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual or blanket type endorsements executed by the insurance carrier shall accompany the certificate. In the event of a claim caused by CONTRACTOR, which involves the County, CONTRACTOR shall provide a copy of the applicable policies to the County.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County and the County has received the certificate. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- 9.02 **Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:**

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Contractor shall carry and maintain excess liability insurance in the amount of \$5,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per accident/occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional liability insurance, if required for the professional services being provided, (e.g. those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate, to cover liability for malpractice or CONTRACTOR's negligent acts, errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claim-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justifications attached; subject to approval).

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in the blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit or cancellation (other than for the non-payment of premium which shall be ten (10) days). CONTRACTOR shall require its subcontractors, if any, to also carry same insurance as required by this agreement and to list CONTRACTOR and County as additional insured where applicable.

Commercial general liability and automobile liability policies shall contain a blanket additional insured provision or provide an endorsement naming the County of Monterey, its officers, employees, appointees, or designees authorized by the County of Monterey to act on its behalf in furtherance of the scope of work of this agreement, as Additional

Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a blanket type endorsement. The required endorsement for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or a blanket type endorsement.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have ten (10) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement. County recognizes that all proprietary software (including documentation relating to such software) delivered in connection with this Agreement constitutes proprietary information of CONTRACTOR and is confidential in nature. County agrees to use such proprietary information only for the purpose of this Agreement and in accordance with the license agreement annexed hereto and made part hereof. No

other rights, license, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement in connection with said proprietary information. County shall exercise the same degree of care to avoid disclosure or unauthorized use of the proprietary information as it provides to protect its own proprietary information, which in no event shall be less than a reasonable amount of care. Access to the proprietary information by County shall be limited to only such of its employees, agents, counsel, consultants, and advisors who have a legitimate need to know such information for purposes of this Agreement and agree to be bound by terms consistent with this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties of this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to use all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. This provision shall not apply to any preexisting intellectual property of CONTRACTOR or CONTRACTOR's vendors. Such preexisting intellectual property will be subject to the license agreement annexed hereto.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for

employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes (other than sales or use taxes on products and software sold to the County which CONTRACTOR shall not collect from the County), including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the addresses listed below:

FOR COUNTY: Corina Morgan, Finance Manager	FOR CONTRACTOR: Curt R. Ehlers, Director
Name and Title Monterey County Clerk-Recorder's 168 W. Alisal Street, 1st FL Salinas, CA 93901	Name and Title ACS Enterprise Solutions, LLC 4301 Hacienda Drive, Ste. 130 Pleasanton, CA 94588
Address (831) 755-5821	Address (925) 344-8612
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: *[Signature]*
Contracts/Purchasing Officer

ACS Enterprise Solutions, LLC
Contractor's Business Name*

Date: 4 Aug 2015

By: _____
Department Head (if applicable)

By: *[Signature]*
(Signature of Chair, President, or Vice-President)*

Date: _____

Approved as to Form¹

Joseph M. Buczakowski
Name and Title

By: *[Signature]*
County Counsel

Date: 6-24-2015

Date: 07/16/15

By: *[Signature]*
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

ROBERT H. STRASSER - ASST. SECRETARY
Name and Title

By: *[Signature]*
Auditor/Controller

Date: 06-29-15

Date: 7-17-15

~~APPROVED AS TO INDEMNITY/INSURANCE LANGUAGE~~

By: *[Signature]*
Risk Management

Date: 7/16/15

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

MONTEREY COUNTY
CLERK-RECORDER'S OFFICE
KIOSK-ENTRY MODULE
for
FICTITIOUS BUSINESS NAME FILINGS
IMPLEMENTATION PROPOSAL

June 2, 2015

Presented by:

ACS Enterprise Solutions, LLC
4301 Hacienda Drive
Suite 130
Pleasanton, California 94588
925.344.8612



EXHIBIT A
MONTEREY COUNTY
CLERK-RECORDER'S OFFICE
FBN KIOSK-ENTRY MODULE

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EXHIBIT A
MONTEREY COUNTY
CLERK-RECORDER'S OFFICE
FBN KIOSK-ENTRY MODULE

1. EXECUTIVE SUMMARY

ACS has prepared this proposal based on our experience working with the Monterey Assessor-County Clerk-Recorder since 1996, and in response to our discussions regarding the implementation of the Kiosk Entry Module for Fictitious Business Name Filings.

As you are aware, ACS works with government customers across the United States and for over forty years we have been delivering Records Management Solutions to help our clients manage one of their most important assets; their land records information. Our continual success allows ACS to deliver a proven solution for Monterey County.

During the past 18 years, ACS and Monterey County have developed a professional relationship based on integrity and mutual respect, and we look forward to continuing this partnership. As the current provider of your document management software and services, we are uniquely familiar with the subtle intricacies of document management in Monterey County. We welcome this opportunity to advance a solution that blends the best features ACS has implemented in other jurisdictions with unique features requested by Monterey County.

The purpose of this document is to provide the Monterey County Recorder's Office with an overview of the project and an outline of the services and functionality that will be provided as a part of the implementation of the Kiosk Entry Module. As a result of this implementation, the public will have the ability to enter the filing/request information online, thereby eliminating the need for county staff to manually enter this information into the system.

We believe our proposal demonstrates our ability to deliver superior quality at a competitive price. We want to partner with Monterey County to help achieve your goals for the future of document recording in the spirit of cooperation, communication and commitment. Together, we can capitalize on our existing applications, knowledge and capabilities in records management to jointly take Monterey County to the next level of service, functionality and innovation. Together, we will ensure that Monterey County has the absolute best support technology has to offer, both now and in the future.

EXHIBIT A

MONTEREY COUNTY CLERK-RECORDER'S OFFICE FBN KIOSK-ENTRY MODULE

2. ACS INTRODUCTION

Affiliated Computer Services, Inc. (ACS) is an industry-recognized world leader in providing diversified business process and information technology outsourcing services to both government and commercial clients worldwide.

We are the nation's leading single-source provider of land records systems and computerized document indexing, imaging, workflow and recording solutions. ACS and our predecessor companies have been in the land records business since 1878. We have been in the archival microfilm processing business since 1946 and have offered digital image conversion services since 1992.

ACS has an in-depth understanding of the government arena and the requirements that must be fulfilled for public servants to faithfully meet the demands of their professions. We have delivered document management, records management, imaging and workflow systems to our government clients, providing real-time information for efficient and reliable public access.

We work to help our government and commercial clients meet long-standing public sector demands for economy, efficiency and accountability. To this end, we offer an extensive range of global business process outsourcing solutions, customized IT services, and end-to-end public sector solutions including infrastructure technology outsourcing and professional services for today's government. We continue to build a successful track record of developing innovative business process outsourcing solutions for clients at home and abroad.

2.1. ACS AND XEROX

ACS is totally focused on diversified business process and information technology outsourcing services to both government and commercial clients worldwide.

ACS and Xerox have decided to join forces to create a new class of solutions provider with leading technology and expertise in document and business process management. We at ACS are very excited about this partnership.

Xerox is the world's leading document management technology and services enterprise. Xerox is well known for its successful printing and hardware business, and its services expertise is just as strong. Xerox leads the industry in Managed Print Services. In this industry Xerox helps businesses and government develop online document archives, analyze how employees can most efficiently share documents and knowledge in the office, operate in-house print shops and mailrooms, and build Web-based processes for personalizing direct mail, invoices, brochures and more.

ACS

- Providing our state-of-the-art Solutions to various Federal, State & Local Government offices for over three decades.
- Over \$6.5 billion in annual revenue.
- 500 Global Locations in 100 countries
- 78,000 Employees
- Incorporated in 1988
- Fortune 500 Company and S&P 500 Company
- Twenty-seven consecutive quarters of double-digit earnings growth.
- Providing services to more than 1,700 federal, state, county and local governments, making ACS one of the largest providers of services to government in the United States.

Xerox

- World's leading document management technology and services enterprise
- \$22 billion annual revenue
- 160 countries
- Established in 1906
- 130,000 Employees
- NSE: XRX

EXHIBIT A
MONTEREY COUNTY
CLERK-RECORDER'S OFFICE
FBN KIOSK-ENTRY MODULE

With the recent merger of ACS and Xerox we'll expand our portfolio and further enhance the services we offer. We'll create more opportunities for our clients. We'll draw on a billion-dollar annual commitment to research and development, the stability and strength of a \$22 billion corporation, and a global workforce that's 130,000 strong.

We are enthusiastic and excited about the possibilities our combined strength will bring. ACS looks forward to talking with you in more detail about the challenges and opportunities you face, and how we can help you address them with our new and expanded capabilities

2.2. LOCAL PRESENCE

ACS is already present in the State of California, supporting clients from both the commercial and government sectors at the municipal, county and State levels. Our California experience has helped us to understand the unique concerns of California, including the language, cultural, and socioeconomic diversity within each county. We employ more than 2,500 people in California and have offices located across the State. ACS has several California Counties utilizing our Symphony solution. Also, as you know, ACS developed the system for the California Electronic Recording Transaction Network Authority (CeRTNA), which you are now a member of. The ERDS, now active in many counties, allows authorized users such as title agents, banks, lenders and local governments to electronically submit land record documents to county recorders.

2.3. UNIQUE ADVANTAGES

- ***Assurance of size, structure and volume*** – Backed by a Fortune 500 Company with the support and collaboration of 78,000 exceptional employees and 80 processing facilities in the U.S., ACS is fast and flexible – making it easy for us to accommodate almost any project size and scope.
- ***Availability of ACS Resources*** –ACS has years of corporate experience providing winning land record imaging and indexing solutions. We have the people, the facilities and the expertise, ready now, to place at the service of Monterey County for the implementation of this project. Our San Ramon, California office implemented and currently supports solutions for Monterey County.
- ***Technology:*** ACS is a leader in image collection and manipulation. The use of ACS technology and proven procedures will safeguard images, documents and information. In addition to a state-of-the-art RAID 5 hardware configuration, all images are backed up each night. As the largest reseller of Kodak scanning equipment, ACS has a direct line into the research and development results of what has become the industry standard. ACS has over 500 scanners in operation and is one of Kodak's largest customers.
- ***Government Specialists*** – ACS has helped governments manage large, complex programs for more than 40 years. Our people are experts in knowing how government works and we specialize in supporting the operations of government. ACS helps government customers find practical ways to manage and improve programs, so people and communities are better served.

EXHIBIT A
MONTEREY COUNTY
CLERK-RECORDER'S OFFICE
FBN KIOSK-ENTRY MODULE

Our government document and records management services are listed below.

• Electronic Recording	• On-site system installation, training, and implementation services
• Land Records Management & Imaging systems	• Customized conversion services
• Full time support services	• Digital Image to Microfilm conversion
• Microfilm to Digital Image conversion	• Real-time online indexing services
• Full service indexing services	• Book recreation services
• Indexing verification services	• Disaster recovery and underground storage services
• Kodak award-winning archival microfilm services	• Open Records Request Fulfillment Servers
• Internet services	

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MONTEREY COUNTY
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3. PROJECT OVERVIEW

3.1. INTRODUCTION

This document has been prepared by ACS Enterprise Solutions (ACS) to provide the Monterey County Recorder's Office with an implementation proposal for ACS's Kiosk Entry Module for Fictitious Business Name Filings.

The information contained in this document is based on earlier discussions with Monterey County staff and the implementations that ACS has completed for other California County Recorders.

3.2. CURRENT ENVIRONMENT

Monterey's current FBN Filing processing is handled via paper forms that are filled out by the public and presented to County staff for processing. The actual filing process is currently handled via a manual log to track the next Filing Number to be assigned. The assigned number is stamped in the upper right corner of the document and fees are manually calculated for cashiering via the system. Upon completion of the filing/cashiering steps, Monterey scans Fictitious Business Name forms into the system and indexes them for public access.

In order to take advantage of the Fictitious Business Name Kiosk module, the County's FBN processing environment must be upgraded. This upgrade will provide the ability for the staff to review and/or enter/correct all FBN information during the filing process. This module and its capabilities are described in more detail in the "Envisioned Environment" section of this document.

3.3. ENVISIONED ENVIRONMENT

The following paragraphs outline the envisioned environment that is expected to be available as a result of this implementation project. In addition to the descriptions below, the Application Data Sheets included in a later section of this document provide an overview of the "off-the-shelf" functionality available in the Kiosk modules.

The current Fictitious Business Name Filing Kiosk module will allow the public to enter all required information directly into the system eliminating the need to write the information on a form and eliminating the staff's need to key the information into the system. The following capabilities would be available on the Public Access workstations in the Clerk/Recorder's Office:

Entry of Filing Information by the Public in the Clerk's Office

- Browser based access to the Fictitious Business Name Entry module on the existing public workstations in the Clerk/Recorder's Public Workstation area
- Public can choose between New Filing, Withdrawal and Abandonment Filing Types (Refilings are not available at this time)
- Enter all required information as prompted by the Entry module
- System automatically transfers information into the Fictitious Business Name Module

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Updated Fictitious Business Name Module

- ACS's full-function Fictitious Business Name Module will be implemented as a part of this project
- This will include converting the existing FBN Database to the new structure, as required
- The following functions would be available in the FBN Module:
 - All FBN information will be captured during the Filing process
 - Filing information for Kiosk Entries will be provided by the Public and will be available during the Filing process
 - Filing information for paper or mail filings will be filled in by County staff during the Filing process
 - System will calculate expiration date
 - System will calculate fees based on number of Business and Owner names entered
 - System will assign Filing Numbers for all entries (Kiosk and paper)
 - System will print a bar-coded label for scanning purposes

County Staff Processing of Filing Info

- Kiosk entries are presented to County staff in the Fictitious Business Name module
- These entries will be identified with a status of "Kiosk"
- Applicants will come to the Fictitious Business Name Counter/Window and County staff will locate their information within the system by name
- County staff can print a Draft/Review form for review by the applicants
- County staff can correct any information that was entered by the applicants
- County staff can print Final documents for signature by the applicants
- County staff will use the same process of accepting the information, assigning a Filing Number, printing the required forms and cashiering the transaction
- County staff can print/reprint bar-coded labels for scanning purposes
- Kiosk entries which are never processed can be manually deleted by the County staff

Optional Entry of Filing Info via the Internet

- The Fictitious Business Name Entry module can be optionally made available on the Clerk/Recorder's existing Internet Server
- Applicants would then be able to enter their Fictitious Business Name information from home prior to arriving at the Clerk's office
- An additional function to transfer the information from the Internet Server to the Fictitious Business Name Module on the Production Server would be provided to make the info available to the County staff
- All other processing would not change

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4. DETAILED REQUIREMENTS

Outlined in the following paragraphs are the primary requirements of the implementation that have been identified.

4.1. DETAILED DESIGN, DEVELOPMENT AND UNIT TESTING

The design and technical specifications for the required modifications to ACS's application software will be detailed during the Design Phase for each module. Upon completion, the required modifications and new development tasks will be completed.

4.2. APPLICATION TESTING

The System and Acceptance testing of the updated environment is a critical component of this project. ACS, along with County staff, will develop and execute formal Systems and Acceptance Test scripts to ensure all required functionality is provided.

4.3. MOVE TO PRODUCTION

Once the required System and Acceptance testing has been completed, the upgrade of the production environments will be completed. ACS will provide on-site assistance in the initial implementation of the Intranet capabilities.

4.4. ON-SITE AND TELEPHONE SUPPORT

Additional telephone and on-site support from ACS has been included to ensure any issues that arise are resolved quickly. It is assumed that an ACS staff member will be on-site as required after the initial installation. Additional telephone and/or on-site support will be provided, as needed to complete the tasks defined in this document. Ongoing support of the Intranet application environment will be provided as a part of the annual maintenance agreement.

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5. APPLICATION MODULE DESCRIPTIONS

The following page provides a data sheet that overviews the existing functionality provided by ACS's Kiosk-Entry Module.

Symphony

Kiosk Entry

ACS' Kiosk Entry module can reside in a County's Public Access area to allow the general public to perform the initial data entry tasks for new filings.

Utilizing a standard Web-browser interface, the Kiosk Entry module allows customers to enter their own information when applying for Marriage Licenses and Fictitious Business Names in the Clerk's office.

Significant reductions can be realized in the County staff's time required to complete the time-consuming data entry and support tasks associated with Marriage License and FBN filings. Improved customer service and shorter wait-times in these areas provide a more efficient and effective Clerk environment.



Self-service kiosk entry

- Allows public to enter required information prior to County staff's involvement
- Significantly reduces data-entry requirements for county staff
- Full edits completed during entry to reduce later issues and corrections
- Browser-based access eliminates need for any application software on public workstation
- Site-Kiosk software prevents users from closing window, re-booting PC, surfing the Internet...

Optional entry via Internet

- Allows public entry from outside county office
- Identical process and options as in-house kiosk
- Production server automatically picks up entries from the Internet server on a scheduled basis

Marriage Licenses

- Enter via "Question & Answer-style" or "form fill-in"
- Q&A-style walks public through questions and automatically fills-in Groom and Bride sections
- Automatically imported into Marriage License database upon submission
- County staff member reviews information online and prints license for final review and signatures
- Supports Regular and Confidential Marriage Licenses

Fictitious Business Name Filings

- Supports new filings, withdrawals and abandonments
- Automatically imported into FBN database upon submission
- County staff member reviews information online and prints application for final review and signature

Our unique combination of business flexibility, program innovation, and operational strength makes ACS the best resource for helping you improve services now and in the future. Every county has different needs and characteristics. We'll help find a way that works for you.

4000 Executive Parkway
Suite 275
San Ramon, California 94583
925.866.1692
www.acsgm.com



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**MONTEREY COUNTY
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6. PRICING INFORMATION

The following pages provide preliminary pricing information for the software and services that are outlined in this proposal. This proposal and pricing information is valid until December 31, 2015.

MONTEREY COUNTY
 CLERK-RECORDER'S OFFICE
 FBN KIOSK-ENTRY MODULE

6.1. FICTITIOUS BUSINESS NAMES APPLICATION UPGRADE

PHASE/COMPONENT	IMPLEMENTATION
IMPLEMENTATION SERVICES	
Project Management	2.0 days \$ 2,400
Design Review & Specifications	3.0 days 3,600
Development/Modifications	12.0 days 14,400
Known/Identified Modifications/Conversions	0.0 days 0
Contingency	2.0 days 2,400
Installation, Configuration and Unit Testing	5.0 days 6,000
System Testing	2.0 days 2,400
Acceptance Testing	5.0 days 6,000
User/Admin Training & Onsite Support	3.0 days 3,600
Move to Production & Additional Support	-----
Sub-Total	34.0 40,800
APPLICATION SOFTWARE LICENSING	
Already Licensed	0
Sub-Total	----- 0
ADDITIONAL COSTS	
Sales Tax	8.00% 0
Travel & Living Expenses	500
Sub-Total	----- 500
IMPLEMENTATION TOTAL	\$ 41,300

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6.2. FICTITIOUS BUSINESS NAMES KIOSK IMPLEMENTATION

PHASE/COMPONENT	INTRANET IMPLEMENTATION	INTERNET IMPLEMENTATION
IMPLEMENTATION SERVICES		
Project Management	3.0 days \$ 3,600	1.0 days \$ 1,200
Design Review & Specifications	2.0 days 2,400	1.0 days 1,200
Development/Modifications	2.0 days 2,400	3.0 days 3,600
Installation, Configuration and Unit Testing	3.0 days 3,600	1.0 days 1,200
System Testing	4.0 days 4,800	1.0 days 1,200
Acceptance Testing Support	2.0 days 2,400	0.5 days 600
User/Admin Training & Onsite Support	4.0 days 4,800	1.0 days 1,200
Move to Production & Additional Support	2.0 days 2,400	1.0 days 1,200
Sub-Total	22.0 26,400	9.5 11,400
APPLICATION SOFTWARE LICENSING		
FBN Kiosk Entry Module	12,500	6,250
Sub-Total	12,500	6,250
ADDITIONAL COSTS		
Sales Tax	8.00% 0	8.00% 0
Travel & Living Expenses	500	0
Sub-Total	500	0
IMPLEMENTATION TOTAL	\$ 39,400	\$ 17,650
		\$ 57,050
		\$ 41,300
		\$ 98,350

EXHIBIT A



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7. ATTACHMENTS

The following documents have been included as attachments:

- Attachment 1 - Statement of Work
- Attachment 2 - License Agreement



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7.1. ATTACHMENT 1 – STATEMENT OF WORK

PURPOSE

The purpose of this Statement of Work is to provide a definition of the software and services to be provided by ACS Enterprise Solutions, LLC (ACS) to the Monterey County Clerk-Recorder's Office (County) associated with the implementation of ACS' Kiosk Entry Modules.

KEY ASSUMPTIONS

Hardware/Software Environment

Although no upgrades are expected to be required, County will be responsible for purchase, installation and configuration of all hardware and operating system software associated with this implementation.

This implementation includes the services associated with the installation and configuration of the Fictitious Business Name Filings Module. Implementation of additional Clerk Filings, if desired in the future, will be addressed separately.

County Personnel

County will assign a single point of contact (Project Manager) for ACS. This individual will have the authority to provide ACS with the necessary decisions regarding application design and implementation. It is assumed that County personnel involved in this project will be familiar with the production environment currently existing at their County location.

ACS Personnel

ACS reserves the right to make the final decision regarding assignment of ACS personnel to this project.

ACS will provide services during normal business hours, 8:30 AM to 5:00 PM, Pacific Time, Monday through Friday, except holidays, unless County and ACS mutually agree otherwise. While on-site at the County, ACS will provide services during normal business hours, 8:30 AM to 5:00 PM, local time. If an interruption of customer service occurs then services will be provided before 8:00 a.m. or after 5:00 p.m.



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ACS RESPONSIBILITIES

The tasks described below will be performed by ACS personnel:

Task 1: Project Management

Task Description: ACS will provide project management for its responsibilities in this Statement of Work.

Level of Expertise: The objective of this task is to establish a framework for project communications, reporting and procedures. In order to successfully complete this task, ACS will provide a Project Manager with the required level of expertise. This will include general project management skills (written & verbal communication, MS Project knowledge, resource utilization and scheduling, etc.) as well as specific knowledge of the County's hardware and software environment (AS/400 server and OS/400 operating system, IBM Content Manager, County's County Recorder application, etc.).

The following subtasks will be performed:

Project Planning

1. Review the ACS Project Activities with the County's Project Manager.
2. Prepare a detailed project plan which identifies and assigns tasks, major milestones of the ACS team, the estimated dates on which they occur and indications of the critical path.

Project Tracking and Reporting

1. Measure, track and evaluate progress against the project plan.
2. Review project tasks, schedules and resources and make changes or additions as appropriate.
3. Administer the project change control procedures.
4. Review the work products being produced by the project team.

Responsibilities: ACS responsibilities include the tasks described. County responsibilities include participation in the project planning and providing the necessary decisions regarding schedules, change requests, etc.

Completion Criteria: This task will be complete when all other tasks in this Statement of Work are complete.

Deliverables: The following items will be delivered to County as a result of this task:

1. Periodic Project Status Reports at the completion of each phase or as requested by County



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Task 2: Development/Modifications

Task Description: The objective of this task is to upgrade the existing application module to provide the required capabilities for the County.

Responsibilities: ACS responsibilities include upgrading the application areas identified in the Implementation Proposal which include:

Updated Fictitious Business Name Module

- Conversion of existing FBN database to the new database structure
- Generation of Fictitious Business Name Statement
- Integration with existing Cashiering Module
- Updated Scanning Module for FBN Forms
- Updated handling of FBN Affidavits/Publications
- Updated FBN Intranet and Internet Search Modules
- Updated printing of renewal reminder letters

Fictitious Business Name Filing Kiosk Module

- County "Style" web pages (graphics)
- Automatically retrieve filing data from the Internet Server

County has no responsibilities associated with this task.

Completion Criteria: This task will be complete when the specified development and modification tasks have been completed.

Deliverables: The following items will be delivered to County as a result of this task:

1. ACS Application Software in electronic format.
2. Updated FBN data files



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Task 3: Installation, Configuration and Unit Testing

Task Description: The objective of this task is to install and configure the Kiosk Entry Modules at the County's location. The following subtasks will be completed:

1. Install and configure the application software.
2. Unit test the installed software components.

Responsibilities: ACS responsibilities include the tasks described. County has no responsibilities associated with this task.

Completion Criteria: This task will be completed when the installation verification procedures for the software have been successfully executed.

Deliverables: The following items will be delivered to County as a result of this task:

1. Installation checklist

Task 4: System Testing

Task Description: The objective of this task is to perform and complete System tests. ACS personnel are expected to complete the System Test. The following subtasks will be performed:

1. Create a test environment.
2. Execute System Tests.
3. Resolve issues identified.

Responsibilities: ACS responsibilities include the tasks described. County has no responsibilities associated with this task.

Completion Criteria: This task will be complete when the System Test has been successfully completed by ACS personnel and all identified issues have been resolved.

Deliverables: The following items will be delivered to County as a result of this task:

1. System Test Results document



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Task 5: Training

Task Description: This task will provide the training for County personnel who will be administering and operating the system.

The training will take place at County’s location. The sessions identified below will provide training on the administration and operations of the backup/recovery application software environment.

Session Title

System Administration	2 sessions @ 4 hours each
Operations	2 sessions @ 4 hours each
End-User Training	4 sessions @ 4 hours each

Completion Criteria: This task will be complete when all the training sessions have been conducted.

Deliverables: The following items will be delivered to County as a result of this task:

1. Administration, Operations and User Guides

Task 6: Move to Production & Support

Task Description: The purpose of this task is to prepare the system for production following the successful completion of the Acceptance Testing and to provide any required assistance during the implementation. The subtasks are:

1. Verify the operation of all hardware and software components.
2. Apply all required changes to the configuration of the production environment.
3. Verify all user, programs and database profiles and security levels are complete.
4. Provide telephone and on-site support to resolve any technical issues that may arise during the implementation.
5. Provide assistance with user questions on operations support and reviewing operational issues.

Responsibilities: ACS responsibilities include the tasks described. County responsibilities include approval of the decision to move to production and confirmation of the usability of the production environment.

Completion Criteria: This task will be complete when the system has been in production use for ten consecutive business days.

Deliverables: The following items will be delivered to County as a result of this task:

1. None

EXHIBIT A-1



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TERMS AND CONDITIONS

DELIVERABLE MATERIALS

The following materials will be delivered to County as a result of this implementation:

Periodic Project Status

1. Written Status Reports will be provided on a mutually agreeable schedule.
2. County will be given access to the Production Control web site, which contains the status on each project as it moves through the process.

Application Software

The Application Software will be provided electronically.

1. ACS' Intranet-Based Fictitious Business Name Filing Kiosk Entry Application software
2. ACS' Internet-Based Fictitious Business Name Filing Kiosk Entry Application software
3. ACS' Updated Fictitious Business Name Filing Application software

System & Acceptance Test Results

1. System Test Results document from application testing

Documentation

These documents are expected to be approximately 3 – 5 pages in length and will provide sufficient information to allow the County Staff to administer, operate and utilize the new and revised application software modules.

1. Installation checklists
2. Administrator, Operations and User Guides

TIME SCHEDULE

ACS is prepared to begin work within one month of receipt of a signed contract. The primary development and implementation services are expected to take approximately six calendar months to complete.

COMPLETION CRITERIA

ACS will have fulfilled its obligations by accomplishing the ACS tasks described in "ACS Responsibilities" and delivering the items listed in "Deliverable Materials."

CHARGES

The total contract amount, including software, services and Travel and Living expenses is a fixed bid amount of \$98,350.

A ninety day warranty is included with all software products.

EXHIBIT A-1



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Per California statute, since the software will be delivered electronically, there will be no sales tax applicable to the software licenses included in this contract. If the California taxing authority changes this provision prior to installation or interprets it differently, County will be responsible for the payment of any applicable sales taxes.

PAYMENT TERMS

Invoices are to be paid by County within 30 days of receipt and should be made payable to:

ACS Enterprise Solutions, LLC.
P.O. Box 201322
Dallas, TX 75320-1322
Phone: 925.866.1692 x3008
Fax: 925.866.1708

EXHIBIT A-1



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MAJOR MILESTONES AND PAYMENT SCHEDULE

The major milestones and associated payment schedule for the software and services included in the Statement of work are outlined below. Each milestone has Completion Criteria and Deliverables identified in the “Tasks” section of this document.

FICTITIOUS BUSINESS NAMES APPLICATION UPGRADE

<u>Event/Task</u>	<u>Expected Date</u>	<u>Payment Amount</u>
Implementation Services		
Task 2 Development/Modifications Complete	8/31/2015	\$ 12,000.00
Task 4 System Testing Complete	9/30/2015	10,000.00
Task 5 Installation & Training Complete	10/31/2015	10,000.00
Task 6 Project Completion	11/30/2015	9,300.00

Sub-Total		41,300.00
Other Charges		
Travel and Living Expenses		Included

Sub-Total		0.00

EXHIBIT A-1



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FICTITIOUS BUSINESS NAME KIOSK ENTRY MODULE

Event/Task	Expected Date	Payment Amount
Implementation Services		
Task 2 Development/Modifications Complete	8/31/2015	\$ 10,000.00
Task 4 System Testing Complete	9/30/2015	10,000.00
Task 5 Training Complete	10/31/2015	10,000.00
Task 6 Project Completion	11/30/2015	7,800.00

Sub-Total		37,800.00
Software Licensing		
ACS Fictitious Business Name Kiosk Entry Intranet Module	8/31/2015	12,500.00
ACS Fictitious Business Name Kiosk Entry Internet Module	8/31/2015	6,750.00

Sub-Total		19,250.00
Other Charges		
Travel and Living Expenses		Included

Sub-Total		0.00
Final Total		\$ 98,350.00



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INDEMNIFICATION

ACS shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with ACS' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. ACS' performance includes ACS' action or inaction and the action or inaction of ACS' officers, employees, agents and subcontractors.

INSURANCE

Insurance Coverage Requirements Without limiting ACS' duty to indemnify, ACS shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

If ACS is an employer, ACS shall maintain workers compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000.00 per occurrence for employer's liability; and

If, in connection with this Agreement, ACS renders any professional services for which professional errors and omission insurance is necessary in order that all services rendered under this Agreement be covered by insurance, then ACS shall maintain professional liability insurance in the amount of not less than \$1,000,000.00 per occurrence.

General Insurance Requirements All insurance required by this Agreement shall be with a company acceptable to the County and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following the date ACS completes its performance of services under this Agreement.

EXHIBIT A-1



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Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by ACS' insurance.

Prior to the execution of this Agreement by the County, ACS shall file certificates of insurance with the County Risk Management and County's contract administrator, showing that ACS has in effect the insurance required by this Agreement. ACS shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.



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7.2. ATTACHMENT 2 – ACS LICENSE AGREEMENT

This Software License Agreement (this "Agreement") is entered into this _____ day of _____, 2015, by and between ACS Enterprise Solutions, LLC. ("ACS"), a Delaware corporation, and the County of Monterey, a political subdivision of the state of California (hereinafter referred to as "Licensee").

1. **License.** ACS hereby grants, and Licensee hereby accepts, a nonexclusive and nontransferable license to use the software described below ("Licensed Software"). The Licensed Software consists of the following:

Licensed Software Description	Model No. & Serial No. For CPU:	Use Rights:
<ul style="list-style-type: none"> • ACS Fictitious Business Name Filing Kiosk Entry Intranet Module • ACS Fictitious Business Name Filing Kiosk Entry Internet Module 		<ul style="list-style-type: none"> • One iSeries Server with unlimited number of Users

2. **Fees.** All software license fees relating to the Licensed Software will be as specified in the Agreement for Professional Services entered into between the parties. It is understood that said software license fees are for current versions of the Licensed Software described above. Any modifications or additions to the Licensed Software by ACS will be detailed in a separate agreement and charged at ACS' then prevailing rates.

3. **Title.** Licensee has paid no consideration for the use of the trademarks, logos, copyrights, trade names, trade designations, patents, inventions, know-how, or trade secrets, source code, listing(s), procedures, or any parts or executable derivatives thereof, relating, without limitation, to the origin, design, manufacture, programming, translation into foreign languages, and operations of the Licensed Software (collectively, the "Proprietary Rights"), and nothing contained in this Agreement shall give Licensee any interest in any of such Proprietary Rights. The license granted under this Agreement is not a sale of the Licensed Software or any copy thereof. Licensee owns only the diskette, tape, or other media, as appropriate, on which the Software is recorded. Licensee acknowledges that ACS and/or its licensor, if any, own and retain all Proprietary Rights in the Licensed Software and agrees that Licensee will not at any time during or after this Agreement assert or claim any interest in or engage in any act or assistance to any act that (i) may adversely affect the validity or enforceability of any such Proprietary Right(s) or (ii) result in or lead to any infringement thereon. Nor will Licensee remove any copyright or other notice regarding the Proprietary Rights of ACS and/or its Licensor, if any.



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4. **Use.** It is understood and agreed that the Licensed Software is being made available to the Licensee for Licensee's sole internal use and/or for governmental operations, that the Licensee shall not disclose to any other person or party the design, specifications or documentation related to the Licensed Software. Licensee will not alter, reverse engineer, decompile, disassemble, copy (except as provided in Paragraph 7), rent, lease, sell, license, electronically distribute (including but not limited to telephone, cable, or broadcast signals), provide without cost, market by interactive cable, remote processing services, micro-mainframe link-ups, or multi-user local area network machines, or otherwise make available to any person or party, the Licensed Software. Licensee will not (and is forbidden by law from) reproducing any components of the Licensed Software. It is expressly understood by Licensee that Licensee may display and use the Licensed Software only as specified in the table set forth in Section 1 above. The Licensed Software may be physically transferred from one computer to another only if both computers are owned by Licensee. If the Licensed Software is used on more than one CPU, Licensee must purchase an additional license for each such additional use. ACS or its licensor(s) may audit Licensee's actual usage of the product on an annual basis during normal business hours to ensure compliance with the terms of this Agreement.

5. **Warranty and Limitation of Liability.** Conditional upon payment of the total license fee by Licensee as specified in the Agreement for Professional Services, and for a period of ninety (90) days following the delivery of the Licensed Software to Licensee, ACS warrants that the software shall be capable of substantially performing the functions described in its related documentation. In the event the Licensed Software does not so conform to its documentation, Licensee agrees to give ACS notice within the warranty period of the particulars of any defect. ACS agrees to use its best efforts to cure any such defect within thirty (30) days from receipt of such notice. The Licensee agrees that ACS is relieved of all responsibility in the event that modifications made by the Licensee to the Licensed Software affect the performance of the Licensed Software adversely. ~~IN NO EVENT WILL ACS OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS, OR FOR ANY CLAIM OR DEMAND AGAINST LICENSEE OR FOR CONSEQUENTIAL DAMAGES EVEN IF ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE AGREES THAT ACS' LIABILITY UNDER THIS AGREEMENT FOR MONETARY DAMAGES SHALL NOT EXCEED THE TOTAL LICENSE FEE PAID BY LICENSEE TO ACS. ACS DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY THE BUSINESS REQUIREMENTS OF LICENSEE. LICENSEE IS REQUIRED TO FORM ITS OWN INDEPENDENT JUDGMENT AS TO WHAT EXTENT THE FUNCTIONS OF THE LICENSED SOFTWARE WILL, IN FACT, SATISFY ITS VARIOUS BUSINESS REQUIREMENTS.~~

EXCEPT AS SPECIFICALLY SET FORTH IN WRITING IN THIS PARAGRAPH 5, ACS (OR ITS LICENSORS) SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Taxes.** There will be added to any charges under this agreement amounts equal to any applicable taxes however designated, levied or based on such charges or on this agreement or the services rendered hereunder, including state and local privilege or excise taxes or amounts in lieu thereof paid or payable by ACS in respect of the foregoing, exclusive of taxes based on net income. Licensee will reimburse ACS for special or unusual expenses incurred at the Licensee's specific request.



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7. **Copies.** ACS will furnish Licensee with one (1) copy of the Licensed Software on magnetic media and one (1) copy of the documentation required to operate the Licensed Software. Licensee agrees that the Licensed Software will not be copied except for archive purposes, to replace a worn copy, or as otherwise provided in this Agreement; nor may the Licensed Software be copied onto any media for any other purpose without prior written authorization from ACS. In the event a copy of the Licensed Software is made pursuant to the terms hereof, then such copy remains subject to the terms of this Agreement. Licensee agrees to reproduce and include ACS' proprietary, copyright and trade secret notices on any copy, in whole or in part, in any form. Licensee shall not remove any copyright or other proprietary notice of ACS from the Licensed Software.

8. **Force Majeure.** ACS will not be responsible for delays in processing, services, deliveries or installation caused by strikes, lockouts, riots, epidemics, war, governmental regulations, fire, communications line failure, power failures, acts of God, or other causes beyond its control. In the event of any such delay, ACS may defer the performance of its obligations hereunder for a period equal to the time of any such delay.

9. **Revocation.** The license granted herein may be revoked by ACS, at its option, upon thirty (30) days written notice to Licensee if Licensee materially breaches any of its obligations hereunder. In such event, all copies of the Licensed Software and any accompanying documentation shall, at Licensee's cost, be immediately returned to ACS or destroyed, as ACS may direct.

10. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between Licensee and ACS and supersedes all proposals, oral or written and all other communications between the parties relating to the subject matter of this Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not made herein.

11. **Governing Law.** This Agreement and any terms and conditions therein shall be governed and interpreted according to the laws of the State of California.

12. **Indemnification.** ACS agrees to indemnify and hold Licensee harmless against any loss, claim, damages, or awards arising from any infringement or violation of any copyright, patent or other intellectual property right with respect to the systems, products, or services provided hereunder so long as (i) the systems, products and/or services are used in accordance with the documentation and specifications provided hereunder, (ii) Licensee has adhered to its obligations under this Agreement, (iii) the loss, claim, damages, or awards do not arise directly or indirectly from any violation of this Agreement by Licensee, and (iv) the loss, claim, damage or award does not arise from and is not based upon the combination, operation, or use of any systems, products, and/or services provided by ACS in conjunction with equipment, data, or programming not supplied by ACS. Notwithstanding the foregoing, ACS shall have no liability hereunder unless Licensee promptly notifies ACS in writing of the claim, ACS is allowed to participate fully in the defense of such claim and/or agrees to any settlement of such claim, and all costs and expenses incurred hereunder are authorized in advance by ACS in writing. As an alternative to such indemnification, ACS may (i) provide Licensee with non-infringing software, or (ii) refund all sums paid by Licensee hereunder and terminate this Agreement, whereupon Licensee shall cease using the Licensed Software and shall immediately destroy or return said Software and any accompanying documentation to ACS, as ACS may direct.



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13. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance or rule, and the remaining provisions shall remain in full force and effect.

14. **No Implied Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

15. **Legal Expenses.** The prevailing party in any legal action or arbitration proceeding brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and arbitration fees and reasonable attorney's fees.

16. **Export Laws.** In addition to any other restrictions found in this Agreement, Licensee (including all subdivisions, agents and employees) agrees that it will only export or re-export the Licensed Software technology provided by ACS in accordance with U.S. Export control laws and may not export or re-export this software and/or technical data or any direct product of this software or technical data, without proper U.S. Government authorization, to destination countries not eligible for exports under license exemption or to persons who are nationals of those countries, as such are set forth in the U.S. Export control regulations. This clause shall survive termination of this Agreement.

16. **Confidentiality.** The confidentiality provisions set forth in the Agreement for Professional Services shall apply for purposes of this Agreement, and are hereby incorporated herein.

17. **Relationship of Parties.** ACS and Licensee are independent contractors under this Agreement and nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto.

18. **Headings and Language Interpretation.** The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine, or neuter gender shall include the other genders.

19. **Notices.** All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand (against receipt); or three (3) days after posting, if sent by registered mail, receipt requested, to the party at the address set forth below:

ACS Enterprise Solutions, LLC.
1800 M Street, NW
Washington, DC 20036

County of Monterey, California
168 West Alisal Street 1st Floor
Salinas, CA 93901



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20. **Choice of Forum.** The state and federal courts within the State of California, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement, and all such disputes shall be resolved in their entirety in said courts. Licensee hereby expressly consents to (i) the personal jurisdiction of the state and federal courts within California, and (ii) service of process being effected upon Licensee as provided in Paragraph 7 above. Licensee further agrees not to contest the enforcement of any decree, judgment, or award of a final judgment from any such court.