BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

◌ Award   ⊙ Contract   ◌ Grant

Requested Board Meeting Date: 09/06/2022

* = *Mandatory, information must be provided*

or Procurement Director Award: ☐

*Contractor/Vendor Name/Grantor (DBA):

Hasler Enterprise Solutions, LLC DBA Abelian (Headquarters: Irvine, CA)

*Project Title/Description:

CWD Case Management System

*Purpose:

Award: Master Agreement No. MA-PO-22-214. This Master Agreement is for an initial term of one (1) year in the award amount of $900,000.00 (including sales tax) and includes four (4) one-year renewal options in the annual award amount of $275,000.00 (including sales tax). Administering Departments: Information Technology and Community & Workforce Development.

*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2200017 was conducted. Three (3) responses were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 434017

Attachments: Notice of Recommendation for Award; Information Technology Contract.

*Program Goals/Predicted Outcomes:

A case management system that supports the work performed by Pima County Community & Workforce Development and it's One Stop System community partners to provide employment, education, occupational training, emergency housing, eviction prevention and other social services by tracking data and sharing resources.

*Public Benefit:

Replace the current case management system that is no longer supported. The new software will meet retention requirements, include reporting and data collection capabilities, and allow collaboration between with other County departments and stakeholders to identify and/or develop policy and programs.

*Metrics Available to Measure Performance:

Performance indicators to include software uptime, and response time to reported defects, outages, or other issues.

*Retroactive:

No.

To: COB 08-23-22 (1)
PGS: 149
Vers: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED
Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: <u>MA</u>   Department Code: <u>PO</u>   Contract Number (i.e., 15-123): <u>22-214</u>

Commencement Date: <u>09/06/2022</u>   Termination Date: <u>09/05/2023</u>   Prior Contract Number (Synergen/CMS): <u>N/A</u>

☒ Expense Amount $ <u>900,000.00</u> *   ☐ Revenue Amount: $ <u>N/A</u>

*Funding Source(s) required: <u>Various Funds (with Grants)</u>

Funding from General Fund? ⦿ Yes ◯ No   If Yes $ _____   % <u>50</u>

Contract is fully or partially funded with Federal Funds? ⦿ Yes ◯ No

If Yes, is the Contract to a vendor or subrecipient? <u>Vendor</u>

Were insurance or indemnity clauses modified? ⦿ Yes ◯ No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ◯ Yes ⦿ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____   Department Code: _____   Contract Number (i.e., 15-123): _____

Amendment No.: _____   AMS Version No.: _____

Commencement Date: _____   New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

◯ Expense ◯ Revenue   ◯ Increase ◯ Decrease   Amount This Amendment: $ _____

Is there revenue included? ◯ Yes ◯ No   If Yes $ _____

*Funding Source(s) required: _____

Funding from General Fund? ◯ Yes ◯ No   If Yes $ _____   % _____

Grant/Amendment Information (for grants acceptance and awards)   ◯ Award ◯ Amendment

Document Type: _____   Department Code: _____   Grant Number (i.e., 15-123): _____

Commencement Date: _____   Termination Date: _____   Amendment Number: _____

☐ Match Amount: $ _____   ☐ Revenue Amount: $ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ◯ Yes ◯ No   If Yes $ _____   % _____

*Match funding from other sources? ◯ Yes ◯ No   If Yes $ _____   % _____
*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Troy McMaster   Digitally signed by Troy McMaster Date: 2022.08.18 16:23:01 -07'00'   Division Manager: Ana Wilber   Digitally signed by Ana Wilber Date: 2022.08.18 16:13:47 -07'00'

Department: Procurement: Terri Spencer   Digitally signed by Terri Spencer Date: 2022.08.18 16:32:32 -07'00'   Telephone: 520.724.8728

Department Director Signature: _____   Date: 8/19/22

Deputy County Administrator Signature: _____   Date: 19 Aug 22

County Administrator Signature: _____   Date: 8/24/202

PIMA COUNTY
PROCUREMENT

<u>NOTICE OF RECOMMENDATION FOR AWARD</u>

Date of Issue: August 19, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2200017 for Community & Workforce Development Case Management System that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after Tuesday, September 6, 2022.

<u>Award is recommended to the</u>:
Highest scoring proposal

<u>AWARDED</u>	<u>AWARD AMOUNT</u>
Hasler Enterprise Solutions, LLC dba Abelian	$900,000.00

<u>OTHER RESPONDENTS</u>
Career EDGE
Social Solutions

Issued by: Troy McMaster, Procurement Officer
Telephone Number: 520.724.8728

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

Pima County Procurement Department
Project: Community & Workforce Development Case Management System
Contractor: Hasler Enterprise Solutions, LLC dba Abelian 400 Spectrum Center Drive, Suite 1900 Irvine, CA 92618
Amount: $900,000.00
Contract No.: MA-PO-22-214
Funding: *General Fund; CAREER Grant; ARPA Grant; WIOA Grant; and ERAP Grant*

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INFORMATION TECHNOLOGY CONTRACT

</div>

1. Parties, Background and Purpose.

1.1. <u>Parties</u>. This contract ("Contract") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Hasler Enterprise Solutions, LLC dba Abelian ("Contractor").

1.2. <u>Purpose</u>. Provide County with a Case Management System ("CMS") for use by the Community & Workforce Development department ("CWD"), and its implementation.

1.3. <u>Authority</u>. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals.

1.4. <u>Solicitation</u>. County previously issued Solicitation No. RFP-PO-2200017 for certain services (the "Solicitation" or the "RFP"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.

1.5. <u>Contractor's Response</u>. Contractor submitted the most advantageous proposal to the Solicitation.

2. Term.

2.1. <u>Initial Term</u>. The term of this Contract commences on September 6, 2022 and will terminate on September 5, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. <u>Extension Options</u>. County may renew this Contract for up to four additional periods of one year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will implement and support a CMS for use by CWD in accordance with **Exhibit A: Scope of Work** (4 pages) and **Exhibit E: Contractor's Response to Solicitation No. RFP-PO-2200017** (103 pages) ("Contractor's Response"). The services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. The Project Manager and key personnel, especially those key personnel County relied upon in making this Contract, cannot be substituted at any time during the period of the contract without the consent of County, which consent will not be unreasonably withheld. County reserves the right to reject the project manager and key personnel at any time in its reasonable discretion. Contractor's key personnel will initially include the following staff:

Name:	Diana Roque	Title:	Director of Delivery
Name:	Bryan Hasler	Title:	Solution Architect
Name:	Jerri Anne Armendariz	Title:	Product Owner
Name:	Martin Pott	Title:	Senior Salesforce Consultant
Name:	Jonathan Luong	Title:	Customer Success Manager
Name:	Alec Nghiem	Title:	Junior Developer

5. Compensation and Payment.

5.1. <u>Rates; Adjustment</u>. County will pay Contractor at the rates set forth in **Exhibit B: Rates** (2 pages). Those rates will remain in effect for the duration of the Contract, unless altered via a written amendment signed by both parties.

    5.1.1. <u>Expenses</u>. All Contract related travel plans and arrangements must be prior-approved by the Project Manager. County will pay Contractor reasonable travel and accommodation expenses, as follows. Lodging, per diem and incidental expenses incurred must be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Tucson, Arizona. Contractors must access the following internet site to determine rates (no exceptions): <u>www.gsa.gov</u>. Reasonable accommodation will consist of a compact rental car.

5.2. <u>Not-to-Exceed (NTE) Amount</u>. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed $900,000 (the "NTE Amount") during the Initial Term of this Contract. The NTE Amount can only be changed by a formal written amendment executed by the Parties, and may not be increased by more than $275,000.00 per year without approval by the Pima County Board of Supervisors. Contractor is not required to provide any services, payment for which will cause County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. <u>Sales Taxes</u>. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. <u>Timing of Invoices</u>. Contractor will invoice County on an annual basis for licensing and support services, and upon completion for implementation services unless a different billing period is set forth in **Exhibit B**. County must receive Contractor's invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contactor does not timely invoice County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. <u>Content of Invoices</u>. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. <u>Invoice Submittal</u>. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.7. <u>Invoice Adjustments</u>. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment made to Contractor under this Contract if County has a reasonable basis for believing that County has overpaid Contractor. If County raises such a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona or the State of California and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. <u>Minimum Scope and Limits of Insurance</u>.

    6.1.1. <u>Commercial General Liability (CGL)</u>. Occurrence Form with limits of $2,000,000 Each Occurrence and $2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

    6.1.2. <u>RESERVED</u>.

    6.1.3. <u>Workers' Compensation and Employers' Liability</u>. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of $1,000,000 each accident and $1,000,000 each person - disease.

6.1.4. <u>Technology Errors and Omissions (E&O) Insurance</u>. The Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and $2,000,000 Annual Aggregate. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that the Technology E&O insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.1.5. <u>Network Security (Cyber)/Privacy Insurance</u>. Coverage shall have minimum limits not less than $2,000,000 Each Claim with a $2,000,000 Annual Aggregate. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss. In the event that the Network Security and Privacy Liability insurance required by this contract is written on a claims-made basis, Contractor must warrant that either continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section, or an extended discovery period will be exercised for a period of two (2) years beginning at the time of work under this contract is completed.

6.2. <u>Additional Insurance Requirements</u>. The policies shall include, or be endorsed to include, as required by this contract, the following provisions.

6.2.1. <u>Claims Made Coverage</u>. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

6.2.2. <u>Additional Insured Endorsement</u>. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. <u>Subrogation Endorsement</u>. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. <u>Primary Insurance Endorsement</u>. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.6. <u>Subcontractors</u>. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. <u>Notice of Cancellations</u>. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. <u>Verification of Coverage</u>. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

    6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description in the body of the Certificate.

    6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

    6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

6.5. All certificates and endorsements, as required by this Contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

6.6. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.7. <u>Approvals and Modifications</u>. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. **Laws and Regulations.**

8.1. <u>Compliance with Laws</u>. Contractor and County will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders.

8.2. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. <u>Choice of Law; Venue</u>. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. **Subcontractors.** Contractor may not subcontract the Contract, or any services provided pursuant to the Contract, without the consent of County.

    If County approves subcontracting, Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.

12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. **Termination of Contract.**

    17.1. <u>Without Cause</u>. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

    17.2. <u>With Cause</u>. Either party may terminate this Contract at any time with written notice to the other party if the other party materially breaches this Agreement and such breach remains uncured for 30 days following the breaching party's receipt such written notice or such breach cannot be cured.

    17.3. <u>Non-Appropriation</u>. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

<u>Official Notice to County</u>:
Pima County
Terri Spencer, Procurement Director
150 W Congress
Tucson, AZ 85701
520.724.8161
terri.spencer@pima.gov

<u>Official Notice to Contractor</u>:
Abelian:
Bryan Hasler, CTO
400 Spectrum Center Dr., Suite 1900
Irvine, CA 92618
949.354.2591
bryan@abelian.us

<u>Copy Notice to Contractor</u>:
Paracuellos Law Group:
Amanda Paracuellos, Esq.
384 Forest Ave., Suite 15
Laguna Beach, CA 92651
949.677.6869
amanda@ajplawgroup.com

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. **Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. **Public Records.**

    24.1. <u>Disclosure</u>. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

    24.2. <u>Records Marked Confidential; Notice of Protective Order</u>. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order. Notwithstanding the foregoing, County will use reasonable means to protect as confidential and will not disclose to any third party any of Contractor's documents that Contractor has marked as "CONFIDENTIAL" if they are not subject to required disclosure under a public-records request.

    Contractor agrees to waive confidentiality of any price terms.

25. **Legal Arizona Workers Act Compliance.**

    25.1. <u>Compliance with Immigration Laws</u>. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

    25.2. <u>Books & Records</u>. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

    25.3. <u>Remedies for Breach of Warranty</u>. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

25.4. <u>Subcontractors</u>. Contractor will advise each subcontractor of County's rights and the subcontractor's obligations under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Grant Compliance.** Contractor will comply with all requirements attached in **Exhibit D: Federal Regulation Compliance** (4 pages).

27. **Cooperative Use of Contract.** As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize procurement agreements that County has developed. Participating public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms, and conditions defined in this Contract. Minor adjustments are allowed subject to agreement by both Contractor and participating public agency to accommodate additional cost or other factors not present in County's agreement and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State and other public agency procurement rules, regulations, and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with cooperative use of this Contract. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: http://www.pima.gov/procure by selecting the link titled Authorized Use of County Contracts.

28. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument. In the event of discrepancy between the fully executed copy of this Contract held by County and that held by Contractor, that held by County shall prevail.

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

31. **Order of Precedence.** All documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract. In the event of conflicting terms between the incorporated agreement documents, the following is the order of precedence, superior to subordinate, to resolve the conflict:

31.1. This Information Technology Contract, and all Amendments issued to this Contract,

31.2. Any Delivery Order (DO) issued by County against this Contract, and any agreements attached to that DO,

31.3. The Solicitation documents of RFP-PO-2200017, to include its Attachments, and all Amendments issued to that Solicitation,

31.4. Any other agreement, including its exhibits and addendums, and all amendments issued to that agreement.

32. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

33. **Effective Date.** This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

[SIGNATURES ON FOLLOWING PAGE]

PIMA COUNTY

HASLER ENTERPRISE SOLUTIONS, LLC DBA ABELIAN

DocuSigned by:

Bryan Hasler

3B0AB51BDECE462

_____
Chairman, Board of Supervisors

_____
Authorized Officer Signature

Bryan Hasler, Chief Technology Officer

_____
Date

_____
Printed Name and Title

8/17/2022

_____
Date

ATTEST

_____
Clerk of the Board

_____
Date

APPROVED AS TO FORM

_____
Deputy County Attorney

Rachelle Barr
_____
Print DCA Name

APPROVED AS TO CONTENT

_____
Department Head

8/19/22
_____
Date

EXHIBIT A: SCOPE OF WORK (4 pages)

1. **Case Management System.** Contractor will develop and provide to County a CMS to support the work performed by CWD and its One-Stop System community partners to provide employment, education, occupational training, emergency housing, eviction prevention, and other social services in accordance with the terms of this Contract. Contractor's services will include development, implementation, and ongoing support as described in this Contract.

2. **Definitions.**

   2.1. "Client" means any member of the public who by whatever means contacts CWD for services.

   2.2. "Project Data" is defined in **Exhibit C**, Section 1.6 (*Pima County Licensed Software / SaaS Standard Terms & Conditions; Definitions*).

   2.3. "Common Intake Form" or "CIF" means a web-browser-based and publicly accessible online application form that can be completed either by a Client or User.

   2.4. "User" means a member of County staff or a partner agency who is granted access to use the CMS.

3. **CMS Requirements.** The CMS must conform to the capabilities as proposed by Contractor and to the requirements set herein.

   3.1. Entirely cloud-based and hosted within a government cloud within the continental United States.

   3.2. Web-browser-based, capable of high-demand processing, and compatible with the latest operating system version of Windows, Mac, iPhone, and Android; and the latest versions of modern web browsers, including Google Chrome, Microsoft Edge, Apple Safari, and Mozilla Firefox, without requiring unsecured custom browser configurations.

   3.3. Includes mobile-responsive design and provide Users a mobile application for field service and home visits.

   3.4. All configurable items may be configured by authorized Users, not requiring back-end server access

   3.5. Users may add, modify, or delete client application business rules for qualifying and prioritizing services depending on funding source.

   3.6. Includes a configurable CIF with the following functionality.

      3.6.1. Collects a basic common set of demographic and other information from each Client and automatically, based on information entered, matches Client with potentially applicable CWD services.

      3.6.2. Collects additional information required to determine Client eligibility after matched with potentially applicable CWS services.

      3.6.3. Users may configure rules for matching Client applications with available programs and then, based on those rules, automatically determines Client eligibility according to the information submitted and program requirement.

      3.6.4. Users may add, modify, or remove service program offerings as needed.

      3.6.5. Clients and Users may securely upload and store documents required by County.

      3.6.6. Clients and Users may securely access uploaded documents.

      3.6.7. Clients and Users may electronically sign uploaded documents.

      3.6.8. CMS automatically notifies Client via email and text message confirming (1) receipt of their application and uploaded documents, (2) appointment reminders, or (3) other update notifications as required by County.

      3.6.9. Clients may check the status of their applications online.

   3.7. Include or accommodate public-facing elements with the following functionality.

      3.7.1. A calendar or blog for announcements, description of services, and lists of special events.

3.7.2. A job board that allows Clients to search for jobs and, if registered in the job portal, to view job postings that match their profile based on criteria such as job skills, wage requirements, and desired job.

3.7.3. A customer contact and feedback form that may be configured by County.

3.7.4. An active chat window for Client questions.

3.8. Includes embedded geographic information systems mapping capabilities for analysis of service patterns in various neighborhoods and districts, and identification of jurisdictions for eligibility.

3.9. Assign each Client a unique numerical identifier. Unique identifier cannot be Client's social security number or date of birth.

3.10. All personally identifying information, PII, must be encrypted at rest (information stored in the CMS) and in transit (data as it moves between various components of the CMS, for example from the users end point device and the CMS servers). The CMS security model must allow Pima County the ability to select which data elements are encrypted at rest.

3.11. Includes intuitive processes for data entry, navigation, the identification and elimination of duplicate entries, and reporting procedures for all data elements.

3.12. Includes a configurable workflow that can accommodate application approvals, queue tracking, case and work assignments, and backup document attachments.

3.13. Includes a scheduling tool, usable by both Clients and Users, for scheduling appointments and training workshops.

3.14. CMS prints applications and documents, and creates, issues, and prints vouchers for services.

3.15. Users may log Client follow-up and program exit interviews to report the outcomes of services and assistance received.

3.16. Users may refer Clients to different agencies and departments for additional services.

3.17. Users may embed videos for Clients that may cover introduction of services, training, and orientation, in all video formats.

3.18. Includes electronic storage of all supporting documents, including photos and videos.

3.19. Includes configurable record-retention settings that support County's obligation to establish trusted systems for maintaining electronic records created and stored as official records in compliance with County's record-retention requirements as mandated by law.

3.20. Accommodates up to 300 simultaneous Users.

3.21. Project Data access is controlled through a role hierarchy mechanism. Users are assigned roles within the CMS, and access to Project Data is based on the User's role.

3.22. Administrative Users may manage which devices can access Project Data.

3.23. Includes the following reporting functionality.

3.23.1. CMS creates standard reports, including but not limited to reports necessary to meet grant requirements such as LIHEAP, CAPS Consolidates, CSBG, ERAP, etc.

3.23.2. Provides robust data analysis that meets County's needs.

3.23.3. Users may create additional ad-hoc and custom reports by querying data in the CMS. Users may define the format, look, and content of the reports.

3.23.4. Includes an intuitive interface that allows cross-tabular data to be presented with charting and graphing, drill-down reporting, and hyperlinks that provide quick case and name access.

3.23.5. CMS creates dashboard reports for quick analysis and high-level overviews that inform business decisions.

3.23.6. CMS interfaces with the Arizona Community Action Association and Arizona Job Connection, as well as all necessary internal applications.

3.24. Supports a multilingual user interface (English and Spanish).

3.25. Includes an integrated help menu.

3.26. Users may search by, at a minimum, Name, Address, Date of Birth, Phone Number, Social Security Number, Unique Client ID Number, and Email Address.

3.27. Includes work-order tracking for use with programs as needed.

3.28. Includes a grant and funds tracking module with the following functionality.

3.28.1. Site, budget, and service codes must be configurable in order to accommodate required current and future County site, budget, and service codes.

3.28.2. CMS displays dollar amounts of available funding for the selected funding sources of a program that lists the total budget amount, current available balance, the funding amount to be provided to the Client, and the remaining balance**.**

4. **Non Production Environments.** CMS includes multiple non-productions environments for testing and development at no additional cost to County or Clients throughout the Term of this Contract. These environments must be able to be reset to the current production environment configuration and current data.

5. **Implementation.** Contractor will provide CMS implementation services in accordance with the Implementation Plan submitted with Contractor's response to RFP-PO-2200017. County will make all reasonable efforts to provide staff support and information to support CMS implementation.

5.1. Contractor Responsibilities.

5.1.1. Identify key Contractor personnel and provide County with their contact information.

5.1.2. Schedule and lead the kick-off meeting.

5.1.3. Schedule additional meetings as necessary to ensure an effective and efficient implementation progress, which meetings will be limited to two meetings per Milestone and last no longer than 1 hour each unless otherwise mutually agreed by the parties.

5.1.4. Design and configure the CMS application to conform to the requirements of this Contract, based on input from County. For clarity, any such input from County will be for clarification only and will not change any of the requirements of this Contract.

5.1.5. Test the CMS application to ensure its functionality prior to the Go-Live date.

5.1.6. Conduct user acceptance testing (UAT) with County to ensure that the CMS application confirmation meets the requirements and specifications of this Contract.

5.1.7. Provide technical assistance to County as necessary during the Term in accordance with the terms of Section 7.1 below.

5.1.8. Subject to the terms in Contractor's Attachment 5 (**Exhibit F**) pertaining to the data migration and data conversion services, provide data migration and data conversion services of certain County systems.

5.1.8.1. County systems requiring data migration and data conversion as follows.

5.1.8.1.1. ESN – developed by County.

5.1.8.1.2. PTS – developed by County.

5.1.8.1.3. Home Repair and Weatherization – developed by County.

5.1.8.1.4. Apricot 360 Case Management System – developed and cloud hosted by Social Solutions.

5.1.8.2. Prepare and execute a detail plan for data migration and data conversion of County systems listed in Section 5.1.8.1

5.1.8.3. Perform data mapping analysis with the assistance of County. The output of the data mapping analysis is a complete data dictionary document prepared by the Contractor detailing the relationship between the data in each County system and the CMS.

5.1.8.4. Upload extracted data (see Section 5.2.6) from each County system into the CMS

5.1.8.5. Assist County in executing customer conversion testing for the CMS prior to the Go-Live date. The scope of the customer conversion testing shall verify that the information from each County system produced from the data mapping and uploaded into the CMS meets the County requirements and expectations.

5.1.8.6. Coordinate with County to schedule data migration and data conversion to minimize system downtime.

5.2. County Responsibilities.

5.2.1. Identify key County personnel and provide Contractor with their contract information.

5.2.2. Attend scheduled meetings and respond to Contractor inquiries, which meetings, as stated above in Section 5.1.3, will be limited to two meetings per Milestone and last no longer than 1 hour each unless otherwise mutually agreed by the parties.

5.2.3. Ensure that County timely completes UAT, providing the testing results to the Contractor and completes the UAT sign off when the requirements and specifications of this Contract are met.

5.2.4. Provide Contractor substantive information regarding CWD services that is necessary to configure the CMS, including but not limited to information regarding program eligibility, and documentation and reporting requirements.

5.2.5. Provide technical assistance to Contractor regarding County's systems as necessary.

5.2.6. Extract data from each County system listed in Section 5.1.8.1 into a format, such format to be agreed upon by County and Contractor, for purposes of data migration and data conversion.

6. **Training.** Contractor will work with County to develop a training plan that must include the following components.

6.1. Written guides to using the CMS, including technical release notes, a system administration guide, quick-reference guides, and User guides containing step-by-step instructions and reminders.

6.2. Live (web-based or on site) Train-the-Trainer or End-User training and, for administrative Users, System-Administration training. Live training should consist of three to six hour sessions per division/team.

6.3. Recorded versions of live training sessions.

7. **Support.** Contractor will provide comprehensive technical support, which includes, but is not limited to, the following.

7.1. For three months following the CMS Go-Live date, Contractor will provide comprehensive telephonic/virtual support, up to 90 hours per month, meeting the following standards.

7.1.1. Contractor support must be available to County staff between 7:30 AM and 5:30 PM, local Arizona time (MST).

7.1.2. Contractor staff providing support must be based in the United States.

7.1.3. Contractor staff providing support must acknowledge and assess any and all support issues received from County within two business days.

7.1.4. If County requires additional technical support during the Initial Term, Contractor will extend the time frame described in this Section 7.1 for the fee of $15,120.00 per additional month.

7.1.5. Any support services provided by Contractor that require making the CMS unavailable will occur only on weekdays between 6:00 PM, local Arizona time (MST) and 6:00 AM, local Arizona time (MST).

7.2. Contractor acknowledges that ongoing routine maintenance of licensed third party software, e.g., Hellosign, Live Message, Salesforce Maps, Sumo Scheduler, and Launchpad, implemented in the CMS will be provided by the respective third party software providers. As stated in Contractor's Response, Contractor does not control the hours during which Salesforce performs updates and that Salesforce typically does updates of their software application outside of scheduled working hours. Contractor believes the other third party software providers also do updates of their software outside of scheduled working hours.

EXHIBIT B: RATES (1 page)

1. **PAYMENT TERMS.**

Payment for the implementation of the CMS pursuant to any Contract must be made in amounts and at times set forth in Section 2 of this **Exhibit B**. Payment for the licenses and annual maintenance of third party software used in the CMS will be as agreed upon between County and the respective third party software providers. Delivery orders will be issued, and all invoices from Contractor must reference the Delivery Order number. Payment must be made upon receipt of original invoice(s) in accordance and in conformity with payment dates for bills and claims as established by County (payment terms are net 30, unless specified otherwise in the agreement). Prior to payment, Contractor must submit an original, dated and itemized invoice of services rendered. Photographs or facsimiles of invoices will not be accepted. Any reimbursement for expenses, as allowed in the Agreement and that are included in the invoice(s), must be supported with attached original billings for such expenses.

All payments will be made in US dollars.

Payments for implementation will only be made on a deliverable completion basis, meaning County will pay only when the Contractor has satisfactorily completed mutually agreed upon payment deliverable, as defined in this Contract. In addition, County will apply a retention rate of fifteen percent (15%) to all service payments, with such retention being released on final acceptance of the entire system.

2. **PAYMENT DETAILS TIED TO MILESTONES DURING INITIAL TERM.**

   2.1 **Fees to Contractor During Initial Term.**

   (a)   Fees for Implementation, 5.2 hours of training, and up to 90 hours per month for 3 months of Technical Support. County will pay Contractor the fees due Contractor set forth in Contractor's Attachment 5: Price Proposal (Data Import for Core Data) ("**Contractor's Attachment 5**"), a copy of which is attached hereto as **Exhibit F** and incorporated herein by this reference, for implementation of the required items and desired items, 5.2 hours of training, and up to 90 hours per month for 3 months of technical support, as described therein, which total: $588,168.00. These fees will be tied to Milestones and paid in accordance with the payment terms in Contractor's Implementation Payment Terms Tied to Milestones ("**Contractor's Payment Terms**"), a copy of which is attached hereto as **Exhibit G** and incorporated herein by this reference. For clarity, the amount of $588,168.00 (i) includes Contractor's fee of $7,650 for data migration and data conversion (see Contractor's Attachment 5 (Core Data Import Account & Contacts) (**Exhibit F**)), which is only an estimate for the reasons stated in Contractor's Attachment 5 (**Exhibit F**), and (ii) does not include any fees for third party software licenses, including, without limitation, the Launchpad licenses and the licenses for Hellosign, Live Message, Salesforce Maps, and Sumo Scheduler. If more than the 45 hours estimated by Contractor for the data migration and the data conversion services described in Section 5.1.8 of **Exhibit A** are required for Contractor to complete the data migration and data conversion services and County will not agree to enter into a change order as described above in Contractor's Attachment 5 (**Exhibit F**), then Contractor's failure to complete the data migration and the data conversion services will not constitute a breach of this Contract and therefore will not constitute cause for County to terminate this Contract; rather, County will permit Contractor to complete the other Milestones described in Contractor's Payment Terms (**Exhibit G**) and will pay Contractor for each of those completed Milestones in accordance with the terms of Contractor's Payment Terms (**Exhibit G**).

   (b)   Fees for Additional Technical Support. As stated in Section 7.1.4 of **Exhibit A**, if County requests Contractor to provide technical support in excess of the technical support described in Contractor's Attachment 5 (**Exhibit F**), i.e., in excess of up to 90 hours per month for 3 months, then Contractor will provide such additional technical support during the Initial Term for the additional fee of $15,120.00 per additional month.

   2.2 **License Fees for Third Party Software**. Contractor does not provide, license, or resell any third party products or software, including, without limitation, Launchpad, Salesforce Shield, Hellosign, Live Message, Salesforce Maps, and Sumo Scheduler. Thus, the amounts for the license fees for third party software included in Contractor's Attachment 5 (**Exhibit F**) are only estimates based on publicly available information. Accordingly, (a) County acknowledges that it is responsible for obtaining the licenses, and paying the respective license fees, for all third party software that Contractor implements in the CMS in accordance with the terms of this Contract, and (b) promptly after the Effective Date, County will obtain its own accounts, licenses, and/or copies (as applicable) of such third party software and will pay to the respective third party software providers all fees due for County's use of their software in the CMS, including paying Launchpad the sum of $171,665 for the Launchpad licenses set forth in Contractor's Attachment 5 (**Exhibit F**). County will also be responsible for renewing and/or maintaining all such licenses.

2.3   Timing of Invoices from Contractor. For Contractor's implementation services, training, and technical support services described in Contractor's Attachment 5 (**Exhibit F**), Contractor will invoice County when it completes the applicable Milestone in accordance with Contractor's Implementation Payment Terms Tied to Milestones ("Contractor's Payment Terms"), a copy of which is attached hereto as **Exhibit G** and incorporated herein by this reference. Contractor will invoice County on a monthly basis for any additional technical support services described in Section 2.1(b) of this Section 2.

2.4   Timing of Invoices for Third Party Software. County acknowledges that the timing of the invoices for the license fees for the third party software being implemented by Contractor in the CMS, including, without limitation, Hellosign, Live Message, Salesforce Maps, Sumo Scheduler, and Launchpad, must be agreed upon between County and the respective third party software providers.

2.5   Fees Due Contractor for County's Early Termination of this Contract. Notwithstanding anything to the contrary in this Contract, if County terminates this Contract for any reason other than Contactor's material beach, then County will pay Contractor all outstanding amounts due Contractor for all Milestones Contractor completed as of the effective date of such termination. If there is any Milestone that Contractor only partially completed as of the effective date of such termination, then, for that Milestone, County will pay Contractor the percentage of the fees due for that Milestone based upon the percentage of the work Contractor completed with respect to that Milestone. Contractor will invoice County for all such outstanding fees due within 30 days of the effective date of termination and County will pay the invoice within 30 days of receipt of the invoice.

3. **PAYMENT DETAILS AFTER THE INITIAL TERM FOR THIRD PARTY SOFTWARE LICENSE FEES.** County will pay the annual license fees due Launchpad and the other third party software providers on an annual basis at least 30 days prior to the expiration of the then current license term, or as otherwise required by the respective third party software providers.

EXHIBIT C: PIMA COUNTY LICENSED SOFTWARE / SaaS STANDARD TERMS & CONDITIONS (6 pages)

CONTRACTOR ACKNOWLEDGES AND AGREES THAT (1) SINCE CONTRACTOR WILL NOT BE PROVIDING ANY LICENSED SOFTWARE OR SaaS UNDER THIS CONTRACT, SECTIONS 3, 7.1, 7.2, 7.3, 9, 10, 11, and 12 OF THIS EXHIBIT C DO NOT APPLY TO CONTRACTOR, AND (2) FOR ALL THIRD PARTY SOFTWARE IMPLEMENTED IN THE CMS, INCLUDING LAUNCHPAD, COUNTY MUST OBTAIN THE APPLICABLE LICENSE(S) FROM THE APPLICABLE THIRD PARTY SOFTWARE PROVIDERS AND THE TERMS OF SUCH LICENSES WILL GOVERN COUNTY'S USE OF THE RESPECTIVE SOFTWARE USED IN THE CMS.

1. **DEFINITIONS.** The following terms will have the meanings set forth in this Section 1 when used in this Agreement.

   1.1. "Acceptance" is defined in Section 3.1 (*Acceptance*) below.

   1.2. "Addendum" means an addendum addressing Software/SaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Agreement specifically addresses attachments separately.

   1.3. "Confidential Information" is defined in Section 4 (*Confidentiality*) below.

   1.4. "Data Breach" means unauthorized disclosure or exposure of Project Data.

   1.5. "Licensed Software" means software that Contractor provides for County's reproduction and other use. For the avoidance of doubt, Licensed Software does not include SaaS, though Licensed Software that interfaces with SaaS.

   1.6. "Project Data" means all information processed or stored on computers or other electronic media by County or on County's behalf, or provided to Contractor for such processing or storage, as well as any information derived from such information. Project Data includes, without limitation: (a) information on paper or other non-electronic media provided to Contractor for computer processing or storage, or information formerly on electronic media; (b) information provided to Contractor by County or other users or by other third parties; and (c) personally identifiable information from such County's, users, or other third parties, including from County's employees.

   1.7. "SaaS" means a software-as-a-service that Contractor hosts (directly or indirectly) for County's use. For the avoidance of doubt, SaaS does not include Licensed Software.

   1.8. "Specifications" refers to such technical and functional specifications for Licensed Software or SaaS.

2. **ADDENDUMS**

   2.1. Any Addendum entered into by the parties is incorporated into and forms a part of this Contract. No change in the scope of work, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through a written amendment of this Contract. No Addendum will be construed to amend the main body of this Contract.

   2.2. Contractor will provide to County such Licensed Software or SaaS and other products and services as are set forth in each Addendum.

3. **ACCEPTANCE & REJECTION**

   3.1. Acceptance. "Acceptance" occurs upon (a) written notice of acceptance of Licensed Software, or SaaS from County or (b) 45 days after Contractor has completed and notified County in writing of (as applicable) full installation, implementation, and customization if County has not first given written notice of rejection. No Licensed Software or SaaS will be deemed accepted until Acceptance. An Addendum may revise the definition of Acceptance with respect to the Licensed Software or SaaS provided pursuant to such Addendum.

   3.2. Rejection. Except as set forth in any applicable Addendum:

   3.2.1. County will not reject Licensed Software or SaaS for any reason other than failure to comply with applicable Specifications; and

   3.2.2. If County Rejects Licensed Software or SaaS, Contractor will promptly repair it so that it meets its Specifications and redeliver it to County.

4. CONFIDENTIALITY

4.1. <u>Confidential Information</u>. **"Confidential Information"** refers to the following items County discloses to Contractor: (a) any document County marks "confidential"; (b) any information County orally designates as "confidential" at the time of disclosure, provided County confirms such designation in writing within 15 business days; (c) and all personal identifying information protected by A.R.S. § 44-1373, whether or not marked "confidential." County's Confidential Information also includes (d) any other nonpublic, sensitive information Contractor should reasonably consider as otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Contractor's possession at the time of disclosure; (ii) is independently developed by Contractor without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Contractor's improper action or inaction; or (iv) is approved for release in writing by County.

4.2. <u>Nondisclosure</u>. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of products and services to County pursuant to this Agreement. Contractor: (a) will not disclose Confidential Information to any employee or contractor of Contractor unless such person needs access for such purpose and, in the case of Contractor's employees and contractors, is subject to a nondisclosure agreement with Contractor/Contractor with terms no less restrictive than those of this Agreement; and (b) will not disclose Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor will promptly notify County of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

4.3. <u>Termination & Return</u>. Upon termination or completion of this Agreement, Contractor will return all copies of Confidential Information to County or will destroy such data and confirm destruction in in writing in a timely manner not to exceed 60 calendar days.

4.4. <u>Retention of Rights</u>. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. County will retain all right, title, and interest in and to all Confidential Information.

5. DATA MANAGEMENT & SECURITY.

5.1. The provisions of this Section 5 apply only if Contractor receives access to Project Data. Contractor recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.

5.2. <u>Data Management</u>.

5.2.1. *Access, Use, & Legal Compulsion*. Unless it receives County's prior written consent, Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with Contractor protecting such data, with terms reasonably consistent with those of this Section 5.1 (*Data Management*) and of Section 5.2 (*Data Security*) below; and (iii) will not give any third party access to Project Data, including without limitation Contractor's other customers, except subcontractors subject to Subsection 5.1.4 below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

5.2.2. *County's Rights*. County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County's request. The parties recognize and agree that Contractor is a bailee for hire with respect to Project Data.

5.2.3. *Handling, Retention, & Deletion*. Contractor will not erase Project Data, or any copy thereof, without County's prior written consent and will follow any written instructions from County regarding retention

and erasure of Project Data. Unless prohibited by applicable law, Contractor will purge all systems under its control of all Project Data at such time as County may request. Promptly after erasure, Contractor will certify such erasure to County in writing. In purging or erasing Project Data as required by this Agreement, Contractor will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Contractor will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without County's prior written consent. Contractor's obligations set forth in this Subsection (without limitation) apply likewise to Contractor's successors, including without limitation any trustee in bankruptcy.

5.2.4. *Subcontractors*. Contractor will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a written contract with Contractor protecting the data, with terms reasonably consistent with those of this Section 5.1 (Data Management) and of Section 5.2 (Data Security), specifically including without limitation terms consistent with those of Subsection 5.1.1 (ii) above as applied to subcontractor employees. Contractor will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between Contractor and County, Contractor will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.2 (Data Security) below governing audits and inspections.

5.2.5. *Applicable Law*. Contractor will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place County in violation of any applicable law or regulation.

5.3. <u>Data Security</u>.

5.3.1. In addition to the requirements below of this Section 5.2, Contractor will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the applicable Addendum.

5.3.2. *DataSec Program*. Contractor will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.2 and with Section 5.1 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data. Contractor will review the DataSec Program and all other Project Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

5.3.3. *Employee Background Checks*. Contractor will not allow any of its employees or subcontractor personnel to access Project Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.

5.3.4. *Audits & Testing*.

5.3.4.1. Contractor will retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report will be due to County within 15 business days of the effective date and thereafter annually within 15 business days of Contractor's receipt from the audit firm. If the AICPA revises its relevant reporting standards, Contractor will provide the report that then most closely resembles a SOC 2 Type II report. In addition, Contractor will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

5.3.4.2. If requested by County, Contractor will, on no more than on a calendar quarterly basis during the Term: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by County on Contractor's systems storing or processing Project Data and on Contractor policies and procedures relating to the foregoing; and (B) permit inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided Contractor is not required to permit any review or inspection that may compromise the security of Contractor's other customers or of their data.

5.3.4.3. Any report or other result generated through the tests or audits required by this Subsection 5.2.3 will be Contractor's Confidential Information and County will protect and not disclose to any third party such Confidential Information of Contractor if such Confidential Information is not subject to required disclosure under a public-records request. If any such Confidential Information is subject to disclosure under a public-records request, then County will follow the process set forth in Section 24.2. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Contractor's performance of the services, Contractor will exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.

5.3.5. *Data Breaches.* During the Term, Contractor will implement and maintain a program for managing actual or suspected Data Breaches that either arise out of Contractor's activities under this Contract or that result from the negligent acts or omissions of Contractor. In the event of such a Data Breach, or in the event that Contractor suspects such a Data Breach, Contractor will (i) promptly notify County by telephone or in person and (ii) cooperate with County and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to County in notifying injured third parties. In addition, Contractor will provide 1 year of credit monitoring service to any affected individual arising out of a Data Breach described in the first sentence of this paragraph, unless the Data Breach resulted from County's act or omission. Contractor will give County prompt access to such records related to such a Data Breach as County may reasonably request; provided such records will be Contractor's Confidential Information, and Contractor will not be required to provide County with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 5.2.4 do not limit County's other rights or remedies, if any, resulting from a Data Breach.

6. **RIGHT TO AUDIT.**

6.1. During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to County, Contractor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding County Data), and information relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement, (the "Records").

6.2. All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as County may reasonably direct. County shall have the right, on no more than a calendar quarterly basis and during Contractor's business hours, at County's own expense (except as otherwise provided herein), and upon ten (10) days' prior written notice (except to the extent County is unable, using commercially reasonable efforts, to provide such notice and comply with applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose.

6.3. Contractor shall provide to County such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Contractor shall reasonably cooperate with County and its designees in connection with audit functions and with regard to examinations by legal authorities, if required.

6.4. If any audit or examination reveals that Contractor's invoices for the audited period are not correct, Contractor shall promptly reimburse County for the amount of any overcharges, or County shall promptly pay Contractor for the amount of any undercharges subject to the terms of the Agreement. Any amounts unpaid by Contractor may be set-off by County against any other amounts that may be due to Contractor under the Agreement.

6.5. If any audit reveals an invoiced amount is more than five percent (5%) of the amount that Contractor should have invoiced for any period audited or any non-trivial breach(s) of Contractor's obligation to timely and properly provide and perform the services, Contractor shall bear the cost of such audit.

6.6. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory, or criminal proceeding.

7. WARRANTIES

7.1. <u>Preexisting Confidential Information</u>. Contractor represents and warrants that it has, before the effective date, maintained confidential and secret any Confidential Information as required by Section 4 above and protected any Project Data as required by Section 5 above.

7.2. <u>Intellectual Property</u>. Contractor represents and warrants that neither the Professional Services nor any Licensed Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Contractor's employees and contractors. In case the use of any portion of a Deliverable, Licensed Software, or SaaS is enjoined, Contractor will, at its own expense: (a) procure for County the right to continue use of the Deliverable, Licensed Software, or SaaS; (b) replace the Deliverable, Licensed Software, or SaaS with a non-infringing version of comparable functionality; or if County consents in writing, (c) issue a full refund of fees paid pursuant to such Addendum. The preceding sentence does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.

7.3. <u>No Viruses</u>. Contractor represents and warrants that the Deliverables, Licensed Software, SaaS, and any other software used or provided by Contractor, as well as any media used to distribute or support them, will contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

7.4. <u>Project Data</u>. County represents and warrants that County either owns or has all necessary rights and licenses to use and provide to Contractor all Project Data it provides to Contractor hereunder for the uses contemplated by this Contract (as applicable) and County hereby grants to Contractor a non-exclusive, royalty free license to use the such Project Data solely to perform services as contemplated by this Contract. County will be responsible for the accuracy, completeness, and propriety of information concerning the Project Data that County provides to Contractor verbally or in writing in connection with Contractor's performance. Contractor has no duty or responsibility to review any Project Data for accuracy or to confirm or verify that appropriate releases and permissions have actually been obtained by County. Except for the non-exclusive license to Contractor to perform services hereunder, County or its applicable third-party licensor retains all right, title, and interest in and to all Project Data provided by County to Contractor.

7.5. <u>Disclaimer</u>. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, AND SECTION 12, OR IN AN ADDENDUM, NEITHER PARTY OFFERS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **SURVIVAL & DATA RETURN.** The following provisions of this **Exhibit C** will survive any expiration or termination of this Agreement: Sections 4, 5.1, 5.2 (to the extent, if any, that Contractor retains Project Data), 6, 9, and 12 as well as any provision of this **Exhibit C** that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to County that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for County's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of an Addendum or of this Agreement, Contractor will return to County all Project Data and all other County data in such format as County may reasonably require and permanently erase all copies thereof; provided the terms of an Addendum may alter the requirements of this sentence.

9. **LICENSE, SUBSCRIPTION, & SOFTWARE/SAAS ADDENDUMS.** Contractor hereby grants County: (a) a nonexclusive, perpetual, irrevocable, fully-paid, royalty-free, license to reproduce, modify, and otherwise use Contractor's Licensed Software and any upgrades, patches, or workarounds supplied by Contractor, under Contractor's copyrights and other intellectual property rights; and (b) a subscription to access and use the SaaS. The license and subscription in the preceding sentence grant rights no less than is consistent with the goals and requirements of the Software/SaaS Addendum. County has the absolute right to upgrade or replace any equipment in the County network and continue to use the Licensed Software on the network. County will not be required to pay Contractor any additional licensing fee or other fees as a result of using the Licensed Software in conjunction with the upgraded or replacement equipment on the network. County may make a reasonable number of back-up copies of the Licensed Software and related documentation as is strictly necessary for its lawful use. County will maintain records of the number and location of all such copies of the Licensed Software and related documentation. County has the right to deploy a test, production, staging, training, and business backup and/or disaster continuity instance with unrestricted copy restrictions.

10. SERVICE LEVELS & MAINTENANCE

10.1. <u>Licensed Software Maintenance</u>. Except to the extent that a Software/SaaS Addendum provides to the contrary:

10.1.1. *Maintenance*. During the term of this Agreement, Contractor will maintain the Licensed Software and SaaS so that they perform in material compliance with their Specifications.

10.1.2. *Updates & Upgrades*. During the term of this Agreement, Contractor will provide County with copies of all new versions, updates, and upgrades of the Licensed Software (collectively, "Upgrades"), without additional charge, promptly after commercial release. Upon delivery to County, Upgrades will become part of the Licensed Software and will be subject to the license and other terms of this Agreement applicable to such Licensed Software.

10.2. SaaS Service Level Agreement. Except to the extent that a Software/SaaS Addendum provides to the contrary:

10.2.1. *Service Level Agreement*. During the term of this Agreement, Contractor will maintain the SaaS so that it performs according to its Specifications during 99.999% of each calendar month.

10.2.2. *Updated SaaS*: Contractor will ensure that SaaS receives all updates and upgrades Contractor provides to its customers generally.

11. **TIMING OF MAINTENANCE FEES & SAAS SUBSCRIPTIONS**.

11.1. Notwithstanding any provision of an Addendum to the contrary:

11.1.1. No fees for maintenance of Licensed Software or SaaS, including without limitation for Upgrades (as defined in Subsection 10.1.2 above), will accrue before Go-Live (as defined below); and

11.1.2. No period before Go-Live will be counted against the time covered by any maintenance period.

11.2. Unless the applicable Software/SaaS Addendum provides to the contrary:

11.2.1. No fees for use of SaaS will accrue before Go-Live, and

11.2.2. No period before Go-Live will be counted against the time covered by any SaaS subscription fees.

11.3. This Section 11 limits the potential periods of maintenance and of SaaS subscriptions and will not be construed to extend or otherwise define such periods. "Go-Live" refers to the earlier of Acceptance of the Licensed Software or SaaS or County's first use of the Licensed Software or SaaS in production, other than a beta use or test.

12. **FUNCTIONALITY & RELATED WARRANTIES.** Except to the extent that a Software/SaaS Addendum provides to the contrary:

12.1. Licensed Software Warranties. Contractor represents and warrants that the Licensed Software will materially conform to its Specifications for 1 year following Acceptance. In the event of breach of the warranty in this Subsection 12.1 (and without limiting any other right or remedy of County), Contractor will promptly repair the Licensed Software or replace it with software of substantially similar functionality, or if the foregoing fails after reasonable efforts and County so requests, refund all fees paid pursuant to this Agreement for such Licensed Software. The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any maintenance commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

12.2. SaaS Warranties. Contractor warrants that the SaaS will materially conform to its Specifications The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

12.3. Supporting Services. Contractor represents and warrants that it will provide any service that supports Licensed Software or SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

END OF LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITION

EXHIBIT D: FEDERAL REGULATION COMPLIANCE (4 pages)

1. **Source of Funds.** This Contract is being paid for with Federal grant funds, including Department of Labor Comprehensive and Accessible Reemployment Through Equitable Employment Recovery National Dislocated Worker Grant and the Department of Treasury American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds.

2. **Laws and Regulations.**

    2.1. <u>Compliance with Laws</u>. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders and Contractor will provide for such compliance by other parties in any agreements it enters into relating to this award. Where specific grant regulations conflict with other pertinent regulations, the more stringent or conservative regulations will be followed. For example, if the two separate Federal grants have differing periods of performance the period with the nearest end date will be primary. Federal regulations applicable to this award include without limitation, the following:

    2.1.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

    2.1.2. Contractor agrees to comply with the requirements of section 602 of the ARPA CLRF Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.

    2.1.3. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference

    2.1.4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

    2.1.5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

    2.1.6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

    2.1.7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

    2.1.8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

    2.1.9. Generally applicable federal environmental laws and regulations.

    2.2. <u>Reporting</u>. Contractor agrees to comply with any reporting obligations by Treasury or by the Department of Labor as they relate to these awards.

    2.3. <u>Maintenance of and Access to Records</u>.

    a) Contractor shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the ARPA CLRF Act, Treasury's regulations implementing that section and guidance issued by Treasury regarding the foregoing.

    b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Proposer in order to conduct audits or other investigations.

    c) Records shall be maintained by Contractor for a period of five (5) years after all funds have been expended.

    2.4. <u>Pre-award Costs</u>. Pre-award costs, as defined in 2 C.F.R. 200.458, may not be paid with funding from these awards.

2.5. <u>Conflict of Interest</u>. Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. 200.3189(c) and that such conflict of interest policy is applicable to each activity funded under this Contract. Contractors must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. 200 200.112.

2.6. <u>Remedial Actions</u>. In the event of a Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. 200.339. In the case of a violation of section 603(c) of the Act regarding use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

2.7. <u>False Statements</u>. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages, and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

2.8. <u>Publications</u>. Any publication produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Contractor] by the U.S. Department of Treasury."

2.9. <u>Intellectual Property Rights</u>. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s Employment and Training Administration (ETA). The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

2.10. <u>Intellectual Property Rights and the Bayh-Dole Act [for discretionary awards]</u>. All small business firms, and non-profit organizations (as defined at the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at https://doleta.gov.grants/pdf/BayhDoleGrantTerm.pdf. To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived of first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights above.

2.11. <u>Debts Owed the Federal Government</u>.

    a) Any funds paid to Contractor (1) in excess of the amount to which Contractor is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Contractor shall constitute a debt to the federal government.

    b) Any debts determined to be owed the federal government must be paid promptly by Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in paragraph 149(a). Treasury will take any actions available to it to collect such a debt.

2.12. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract or agreement.

2.13. <u>Disclaimer</u>. The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

2.14. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

2.15. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any Contractors. During the performance of this Agreement, Contractor will 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.

2.16. Other statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

    2.16.1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

    2.16.2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

    2.16.3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

    2.16.4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2.17. <u>Hatch Act</u>. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

2.18. <u>Reducing Text Messaging While Driving</u>. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving, and Proposer should establish workplace safety policies to decrease accidents caused by distracted drivers

2.19. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

2.20. <u>Protections for Whistleblowers</u>. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

2.20.1. A member of Congress or a representative of a committee of Congress;

2.20.2. An Inspector General;

2.20.3. The Government Accountability Office;

2.20.4. A Treasury employee responsible for contract or grant oversight or management;

2.20.5. An authorized official of the Department of Justice or other law enforcement agency;

2.20.6. A court or grand jury; or

2.20.7. A management official or other employee of Contractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

2.21. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that its second tier subcontractors and/or subrecipients will be appropriately licensed.

2.22. <u>Domestic Preferences for Procurements</u>. As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, Contractor will, to the greatest extent practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

2.23. <u>Telecom Prohibition</u>. Contractor agrees to comply, as applicable, with requirements of the prohibition on certain telecommunications and video surveillance services or equipment as specified in 2 C.F.R. § 200.216.

2.24. Contractor agrees to comply with all applicable standards, orders or regulations issued under:

2.24.1. Clean Air Act (42 USC7401-7671q.)

2.24.2. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended (Contracts and subgrants in excess of $150,000).

END OF LICENSED FEDERAL REGULATION COMPLIANCE

EXHIBIT E

CONTRACTOR'S RESPONSE TO RFP
[see attached]

Pima County

RFP - Community & Workforce Development Case Management System

Solicitation Number: RFP-PO-2200017

Prepared By:

ABELIAN

01.28.2022

400 Spectrum Center Drive, Suite 1900
Irvine, CA 92618
657.234.1004

Letter of Transmittal

Pima County Procurement Department
150 West Congress, 5th Floor
Tucson, Arizona 85701
Attn: Terri Spencer

Dear Ms. Spencer**:**

As Pima County adopts to improve its business processes and citizen engagement, it is increasingly apparent there is a strong need for critical technologies to assist in data collection, reporting, and analysis to support the social services provided by Pima County.

At Abelian, we believe in diversity of staff, thought, and technology. We pivot quickly according to the needs of clients, partners, and staff; as well as the times. We understand the need to be flexible in how we implement and configure our product, and pride ourselves in aligning closely and uniquely to each clients' needs.

We are elated to be responding to Pima County and have outlined our solution below that will assist with its technology requirements.

Thank you for this incredible opportunity.

Sincerely,

Sara Baayoun

Sara Baayoun
Chief Executive Officer
Abelian
Phone: 657.234.1004
Email: sara@abelian.us

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ABELIAN

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Executive Summary

Introduction

As a global community, we are now almost two years into the COVID-19 pandemic and have seen a dramatic change in the economy, society, and technology adaptation. What was initially a spike in unemployment has now shifted to a labor shortage, driven by the great resignation and a war for talent. Additionally, there has been a shift in the labor market away from low-wage jobs such as retail and restaurant towards technology enabling careers and remote work, exacerbating current skills gaps. Simultaneously, we have seen the effects of inequality deepen, wages unable to keep up with inflation, and the cost of living skyrocketing for those already economically insecure.

The workforce and local agencies are on the front lines of these changes. Still, many of them have been challenged to move to this new world of customer engagement because of inflexible legacy systems and were not developed for a digital, virtual economy. By utilizing the Launchpad platform and leveraging the reports to examine the data entered as it relates to your current programs and your CWD services such as emergency services, emergency housing and eviction services to employment and training services and youth development programs, you will have real time data to make critical decisions and case managers to help facilitate a job seeker transition into long term employment or services needed.

For local and regional workforce development organizations seeking to take their current case management and job boards to new heights, Abelian, a system integrations firm, has successfully implemented many case management systems utilizing Launchpad and its Workforce Development Cloud, delivering a truly modern experience for growing organizations.

Abelian Implementation Methodology

Abelian, alongside our partner Launchpad Careers, Inc., is pleased to present our vision to the Request for Proposal for Pima County's Community & Workforce Development Case Management System. We understand that Pima County is seeking to deliver a solution that delivers a simplified and integrated user experience that supports all aspects of user experience, both by the staff at Pima County and your clients.

Our solution incorporates a public-facing portal that is easy for job seekers to use while being simple for your internal team to maintain and update. This portal would be managed by our robust case management system, which is designed with ease of use in mind. Our goal is to make sure that job seekers and participants that receive help or services from Pima County receive the same level of support regardless of whether they seek help online or from a One-Stop Career Center.

Abelian practices the Agile Methodology for its implementations which runs parallel to client businesses to ensure minimal disruptions to day-to-day business operations. The Agile methodology consists of in-depth discovery sessions, collaborative planning on system needs, and as the product takes shape, Abelian presents regular demos during each sprint so that all stakeholders and representatives will be aligned on the same vision and functionality, and so there are no surprises or unknowns during development.

Our implementations are built with the longevity of success for organizations at the forefront of development and blueprinting. When an organization partners with us, they can feel confident that their needs will be met not only for today but for the longevity of the organization with a well-developed model of continued growth for the future. Ultimately, our clients' success is our number one objective with all of our implementations and we work diligently alongside our clients to maintain a thoughtful and transparent client relationship and ensure goals are met.

In addition to technical knowledge, education, and professional know-how, the Abelian implementation team is also strongly versed in soft skills and maintains excellent working relationships with our clients' teams. Good working relationships are critical to successful implementations. Our implementation team is trained to stay laser-focused on the clients' goals and guide them to their destination. Abelian politely, but firmly keeps client teams focused on the objectives and goals laid out from the beginning of the project. In this way, excellent communication and relationships are built and maintained while addressing any scope items that may detract from the project's progress.

The Workforce Development Cloud

Launchpad is an App accelerator that is specifically designed to provide Workforce Development agencies with unique functionality for re-employment and human service programs that is natively built and only available on the Salesforce platform. It is used by over 200 organizations across 17 states that provide workforce development and labor agencies a modern approach to Case Management and Labor Exchange.

Unlike the currently limited options available, Launchpad is fully digital, self-service ready, and completely extendable, so it can adapt as state or federal requirements change. Launchpad was the first company to develop a true, No-Low-Code Platform purpose built for State & Local Workforce Development organizations. The Workforce Development Cloud applications are 100% extendable (customizable, configurable, and integrative) with clicks and not code, enabling workforce development agencies to extend their system as their needs evolve.

The Workforce Development Cloud includes six fully configurable modules:

360° Case Relationship Management CRM	Job Seeker & Employer Portal (Labor Exchange)
Business Services CRM	Data & Analytics Management
Service & Training Provider Management	Grants & Fiscal Management

The Workforce Development Cloud can be easily integrated with other state and local systems to provide a single, 360° view of your job seeker and employer customers across their workforce development journey. The Workforce Development Cloud is fully WIOA ready. You can trust your system will have strong user adoption, a modern UX design, and the ability to collect the information needed for Federal Reporting. Because Launchpad is an application accelerator on Salesforce, the State can implement the new system up to 3X faster and at a lower cost than a custom-built solution on Salesforce.

Workforce Development Case Management Implementation Success

Our implementations have successfully allowed organizations to reduce daily administrative burdens by utilizing the Launchpad software. Additionally, organizations appreciate that the Launchpad system delivers an intuitive platform that can hit the ground running with its ease of use and customizable features, resulting in a scalable and successful solution for growing organizations.

In summary, Abelian would like to share some examples of how we can deliver a modern and digital approach to implement a Community and Workforce Case Management System alongside our partner, Launchpad. By partnering with Abelian and Launchpad, we believe Pima County will be equipped to achieve all the goals listed in the RFP. We are grateful for the opportunity to share this proposal and look forward to the prospect of working together.

Scope of Services

Implementation Timeline
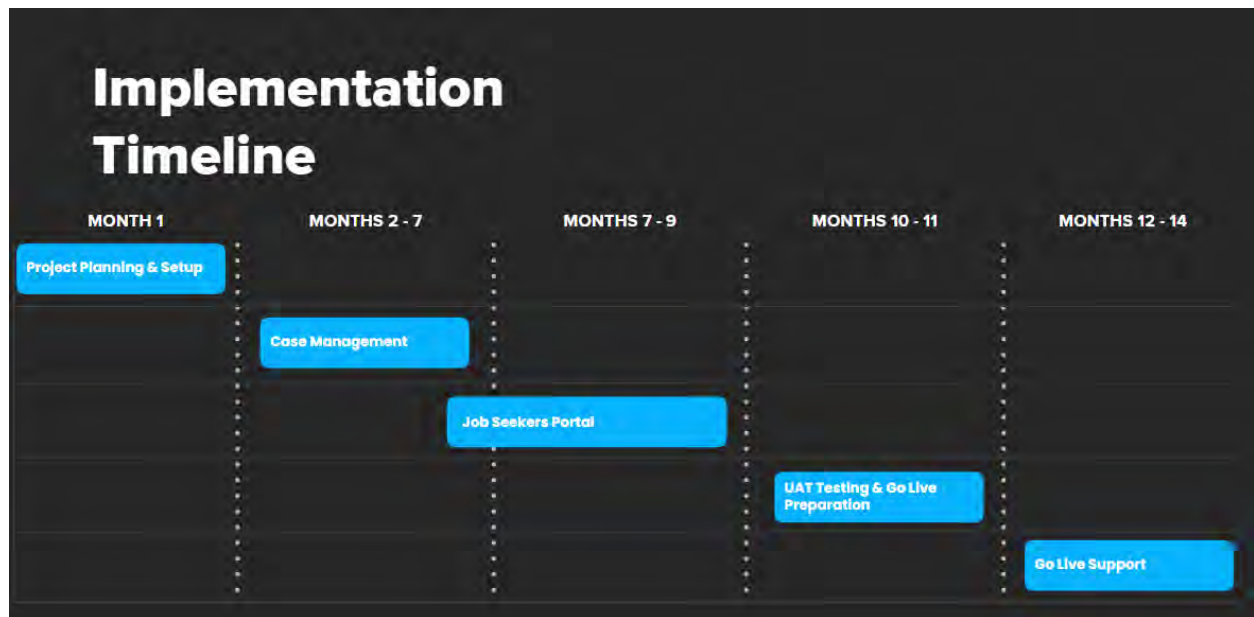
Analysis Of Current CWD Practices

Upon reviewing CWD's website and introduction video, it is clear that Pima County is invested and passionate about providing their communities with Workforce Development resources. CWD offers career development by developing skilled workers, helping dislocated workers gain employment, and helping people overcome barriers such as homelessness, literacy barriers, and helping people transition into the workforce. All of these goals align with Launchpad's goals as well.

Current workforce development practices are primarily focused on tracking KPIs to assess the benefits Job Seekers are receiving through various organizations, and trying to measure the return of value in terms of Employment and Upskilling. This is extremely important as to ensure goals and desired outcomes are being met they need to be tracked and reported on. Launchpad

has all of these capabilities, and is best in class in coordinating all case management data into a seamless view for the Case Manager, and also is coupled with a very robust ability to produce actional reports for KPI measurements and tracking.

Launchpad is leading the charge in terms of innovation and in addition to these CWD practices described above. Launchpad provides full capability for Job Seekers to manage their applications and job seeking activities from their phone or mobile device, provides training plan capabilities to help Job Seekers plan out their careers and short term/long term goals, and the ability to sign up for Events and Learning Opportunities all through their Jobs Portal. In this way Launchpad meets current best practices for CWD, and also is innovating and these best practices forward to higher and higher standards.

Conceptual Designs

Launchpad's industry specific solutions are pre-configured COTS applications for Government, Education, and Nonprofit sectors. These solutions help your organization to get up and running faster, while minimizing the cost of customization and integration.

Launchpad Case Management App is an innovative solution designed to automate the complex processes and eligibility management associated with state and privately funded programs. The Case Management App automates and simplifies parts of the intake process for clients by using a single Common Intake Form. With powerful tools in organization, planning, referrals, evaluation and coordination, Launchpad's Case Management empowers Case Managers to provide optimal results for their clients.
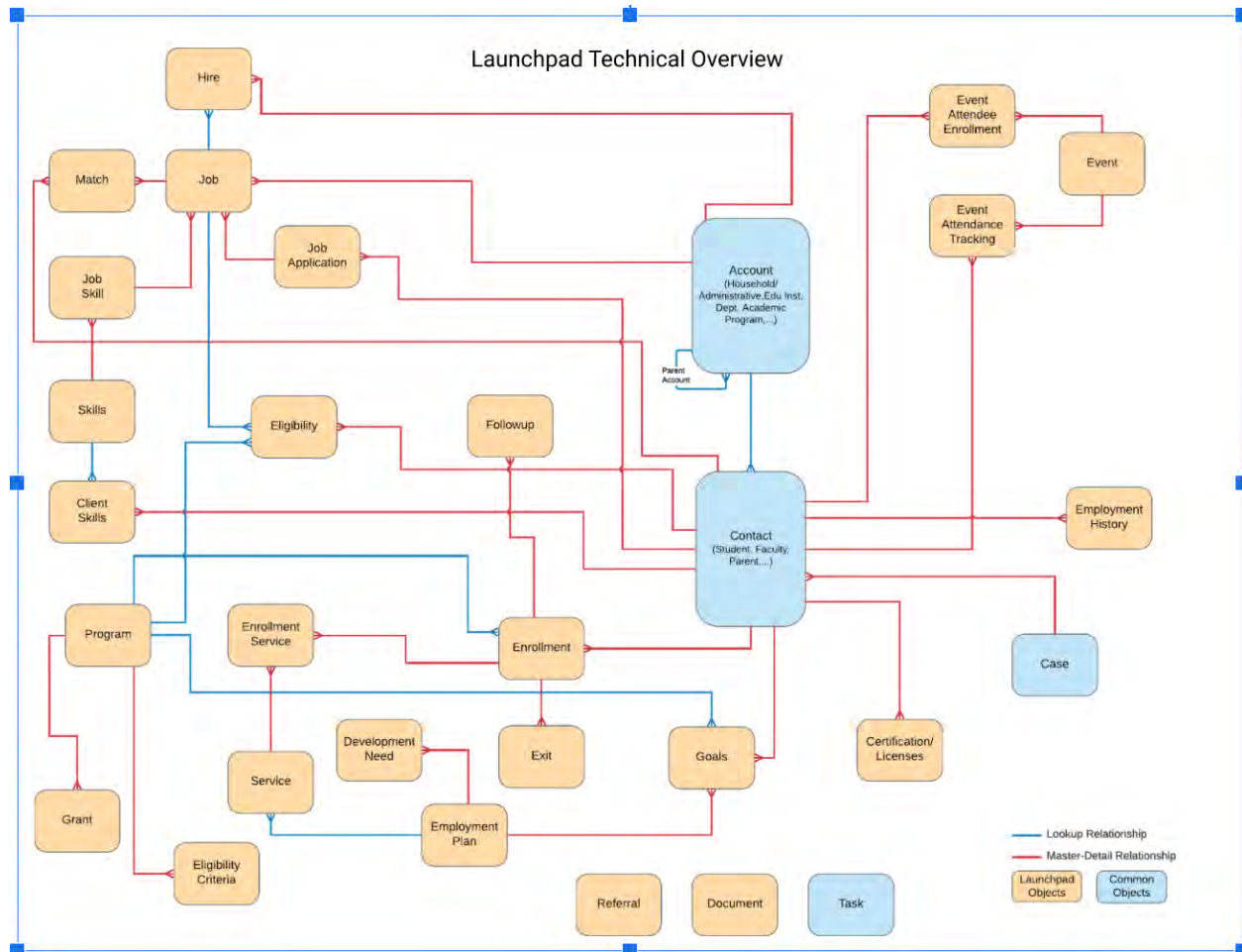
SIMPLIFY INTAKE FROM CITIZEN
Match with available programs and services across agencies and providers.

AUTOMATED REFERRALS & COLLABORATION
Referral records are automatically sent to partners, with ability for real-time status updates and collaboration.

REAL-TIME ANALYTICS
Data across all programs is captured and can be reported on.
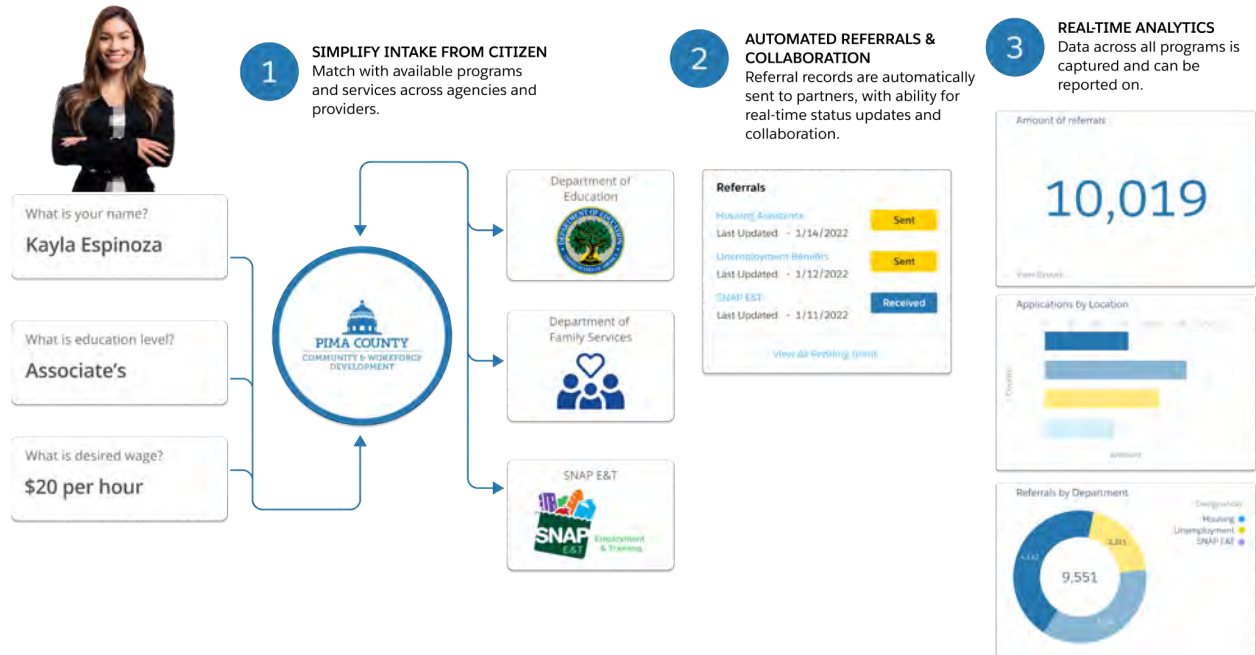
Launchpad's Workforce One-Stop is an innovative solution designed to create a one-stop solution for Job Seekers to explore career options, develop their skills, and find rewarding jobs. This one-stop allows employers to post job openings for this talented set of candidates.

With a rich set of resources, users can attend workshops, apply for jobs, and get help from their case managers. Launchpad's One-Stop paves the way for workforce development in the new economy.

Self-Service Registration
Collect the most important information from your clients all in one simple and easily configurable form.

Job Postings & Jobs Applications
Employers can post their open positions for the vast talent pool that are registered in our one stop to apply.

Event Management
Create and manage training workshops, hiring fairs, and other events for job seekers and employers.

Jobs & Programs Matching
Match clients to eligible jobs and programs with automatic processes based on skills, wages, and other relevant factors.

Progress & Performance Tracking
Track progress and create informative reports with drag and drop tools to demonstrate performance.

Provide Helpful Resources
Share resources for both job seekers and employers on how to best take advantage of the one stop and receive the best outcomes.

Launchpad Technical Overview

Business Process Design, Including Reports and Data Queries

Launchpad uses a variety of custom developments such as workflows, process builders, and flows during configuration specifically designed for Workforce Development. In terms of the initial process from the start, we envision a Case Manager entering a Job Seeker's Information into our common intake form. Our Common intake is the first step in our process and guides users through a standard process to gather all required information. Once this is filled out our automated Launchpad matching system will match the Job Seeker with recommended Services for the Case Manager to Approve.

Once the Case Manager has finished the Common Intake process they are taken to the Job Seeker's case record, where they can see all related information about the Job Seeker and the Services they are receiving at a glance. In addition, based on their responses during the Common Intake Process, they will be automatically matched to Jobs that have been entered/loaded into the

system, and a match score will show based on recommended jobs that are available for that Job Seeker.

Ongoing the Case Manager and other Team Members will use the Job Seeker's Case Record to communicate with the Job Seeker, track all interactions and case notes, upload documents, track referrals and events, and all other related activity for the Job Seeker they are assisting. We make our software so that everything is easily found and referenced in the same place so your team does not need to search and try to find a bunch of functionality, everything is conveniently in one place related to the Case Record.

Dashboard and Reporting Functionality can be found as soon as the Case Manager, or other Team Members, log into our Application. The Dashboards and Reports can easily be customized, and also can be scheduled to send out updates to yourself and Team Members at regular time intervals, such as weekly or monthly. Launchpad will come with set up reports based on the current objects we use, however, we can easily customize reports and create new ones to query any data using declarative non-code functionality with our report builder for your needs.

This is a very broad high-level business process flow of our Case Management App, we go into much greater detail below in our Application.

Configuration of Test Environment

Our team will configure the UAT environment and set up scenarios for your team to test ongoing as we work through our Agile Process. Our plan is that every 2 weeks your team will be presented with new functionality and will be asked to test and approve this functionality, or send it back to the team for updates. This test environment will mirror what will be delivered to your Production environment as you sign off on functionality. We use JIRA so you can track all signed off items, and also items that you have given feedback on so you can track progress on your requested updates.

System and User Acceptance

For this Implementation, we plan to have a UAT environment, used for client review and acceptance before items are pushed to Production, Development Sandboxes for each Developer, and a Debug Sandbox dedicated to quickly resolving any issues that occur in Production. As part of our change management control process, before items are pushed from the Developer sandboxes to UAT for your review they will also first go through a quality assurance process so that your testing/sign off should be efficient and easy.

Specific or Proprietary Hardware That Might Be Required for Using the Solution

As Launchpad runs 100% natively on Salesforce, Launchpad's Hardware/Software requirements are the same as Salesforce's requirements. Launchpad can run on any computer with an internet connection that supports a modern browser. Specifically, the following:

Chrome: Most recent version, Mozilla Firefox: Most recent version, Internet Explorer: Version 9,10, or 11, Safari: Version 5,6, or 7 on Mac OS.
Please note for all browsers, enable JavaScript, cookies, and TLS 1.2. If TLS 1.2 isn't available, enable TLS.

*Please note that we typically find during implementation that end users' browsers are already configured above to one of these specifications. Most likely, no action will be required for end users.
In addition, if requested, we do have options to allow local hosting through our security option Shield.

- Monitor app and data use
- Encrypt sensitive data
- Automate security policies
- Run compliance audits

More detail can be provided upon request.

Training, Ongoing Maintenance and Support

Once we have completed the Implementation we plan to grant the System Administrator Profile license to a designed PIMA Administrator. These Profiles will include all configuration access to make updates and changes in the Launchpad System. Most of these changes will be able to be made without code, and we will provide training on this. Our training for system administrators includes an overview of the tools available in Launchpad, such as automation tools, field configurations, and report and dashboard tools.

Training will take place during the last Month before Go Live, so users have familiarity with the system before launch, and also have the opportunity to give any additional feedback. During these sessions to make sure that users feel comfortable and are actively participating we will usually assign "homework" assignments, so that users practice on their own, and we can ensure they have logged into the system and feel comfortable before Go Live. Our User Training Sessions typically are separated for each department/team, so that we can tailor the content to provide the most relevant training to each group. Three to six hours of training per team is usually sufficient for users to feel comfortable with the system, and we usually divide that content into two or three sessions of 1.5-2 hours each. For more detailed information, see our Training section below

Company Background

Abelian is a system integration firm and Launchpad's in-house implementation team, focused on implementing and aligning Workforce Development agencies and partners. We are thrilled to be a Launchpad implementation partner and certified Salesforce Consulting Partner with a diversified and talented team, holding a 4.7/5 rating on the Salesforce AppExchange. We specialize in Launchpad implementations for grant management and workforce management applications. Additionally, we focus on Salesforce implementations, data integrations, government based implementations; as well as general Salesforce app development, configuration, and third-party partner implementations.

Our knowledge allows us to develop robust digital solutions so teams can confidently conquer their business objectives. Each organization we partner with is an honor and we pride ourselves on delivering the highest quality work on all of our solutions. At Abelian, we make it our mission to deliver solutions that are designed to not only make organizations run smoother, but work tasks easier. With the most modern technological solutions, we are well equipped to provide Pima County with a Community & Workforce Development Case Management System.

The Abelian Team collectively has a multitude of Salesforce certifications, as well as certifications in Flowgear, Vonage, and ServiceMax. Abelian has been recognized by our clients and Salesforce Account Executives for our ability to integrate long term business processes within the Service Cloud, Sales Cloud and Salesforce Field Service application. One of our clients expressed: "*I was very happy working with Abelian (formerly Hasler Enterprise). [Their] team was incredibly thorough in the early project discovery phase and in helping us develop a vision of the finalized project. [Their] team was exceptionally skilled and [developed] complex flow and processes [needed] to meet our requirements. [Their] product support and responsiveness was top notch and quickly [addressed] errors and small feature requests*"- Greg Gardner, IT Manager, Envent Corporation

In addition to aligning with the private sector ecosystem, Abelian prides itself on becoming a useful resource within the government sector. So far we have been awarded the following contract, certifications, and designations for both contracting and subcontracting contracts:

> Certified User of Pima County Vendor Self Service (VSS), Vendor: VS0000021942
> GSA Multiple Award Schedule (MAS) MAS Contract

ABELIAN

DGS State of California Small Business Entity, Certification ID: 2017644
State of California Certificate of Registration
Orange County Local Small Business Certification
City of LA Certifications: EBE (Emerging Business Enterprise) and SBE (Small Business Enterprise).
Cage Code: 8GM83
DUNS: 09-8289843
SIN: 54151S | 54151
NAICS: 541511

Company Snapshot

Abelian Years of Experience: 4.5 years
Office Location: 400 Spectrum Center Drive, Suite 1900, Irvine, CA 92618
Telephone Number: 657.234.1004
Website: www.abelian.us
Email Address: info@abelian.us

Owner of Abelian:
Bryan Hasler, Chief Technology Officer
Telephone Number: 949.354.2591
E-mail Address: bryan@abelian.us

Core Competencies

- Customization and Implementation of Launchpad's Workforce Development Cloud Platform
- Salesforce Configuration
- Salesforce Integration
- Data Deduplication
- Data Migration
- Salesforce App Development
- Customization of Salesforce Apps

Case Management System Software Experience

Our team at Abelian is extremely well versed on Case Management Implementations from a conceptual perspective and a technical perspective. Team Members receive intensive training on case management, including reading and discussing the laws relevant to Case Management, such the Workforce Innovation and Opportunity Act. In this way in terms of knowledge and recommendations during implementations we can make this a seamless experience for your team.

In regards to technical experience, our team has had in-depth Case Management implementation experience using the best in class, Launchpad's Case Management's system for our clients. In the past few years, we have successfully completed multiple implementations such as Chicanos Por La Causa: Arizona, Atlanta Regional Commission: Georgia, and Foundation for California Community College: California along with other successful Case Management Implementations using Launchpad. The team is well trained on the technical aspects of the Launchpad Case Management Software, as well as the underlying architecture and automation processes using the Salesforce Software that it is built upon. Using our team's industry knowledge and technical expertise we will make your implementation a seamless experience as we upgrade your organization's software capability to deliver to your team and clients.

Fiscal Health

Hasler Enterprise Solutions, LLC dba Abelian was founded in August of 2017. Since our foundation We have been growing our revenue considerably as stated on the Graphic. 1 - Revenue.

REVENUE
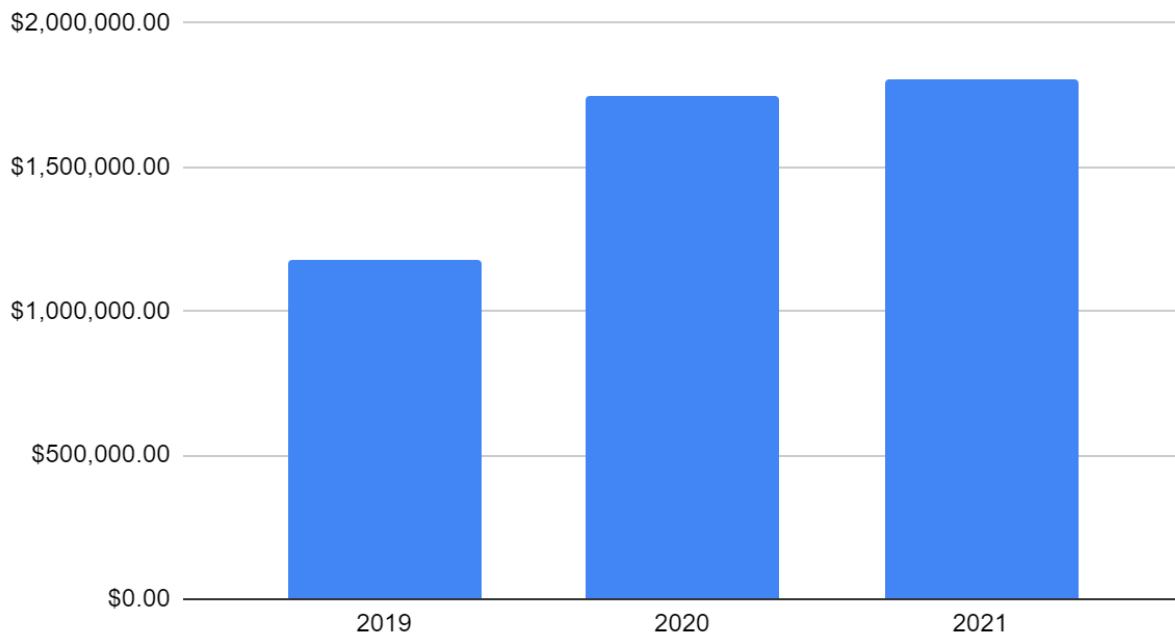
Graphic 1 - Revenue

Since 2019 the company has increased our gross revenue 53.37% and 37.51% on a cash basis. As This year we are forecasting 30% growth on sales and 20% on Net Income

Profit & Loss statements for the last 3 years:

Hasler Enterprise Solutions, LLC dba Abelian
Profit and Loss
January - December 2019

	TOTAL
Income	
4000 Sales Force Implementation Services	1,128,052.80
4200 Sub Contracted Work	45,476.55
4300 Consulting Services	3,000.00
Total Income	**$1,176,529.35**
GROSS PROFIT	**$1,176,529.35**
Expenses	
6000 Payroll Expenses	
6010 Salaries & Wages	549,405.81
6011 Prior Year Salaries & Wages	7,653.34
6020 Payroll Tax Expenses	46,705.22
6021 Prior Year Payroll Tax Expenses	930.01
6030 Payroll Fees	24,510.00
6031 Prior Year Payroll Fees	350.00
Total 6000 Payroll Expenses	**629,554.38**
6200 Guaranteed Payment for Bryan Hasler	81,750.00
6300 Guaranteed Payments to M Brown	
6310 Guaranteed Payment for M Brown	30,376.02
6320 Guaranteed payments to M Brown (AMEX)	27,343.07
Total 6300 Guaranteed Payments to M Brown	**57,719.09**
6400 Outside Contractor Services	202,901.40
7000 Office/General Administrative Expenses	
7010 Rent & Lease	123,836.00
7020 Phone/ Answering Service	2,721.10
7030 Office Supplies	5,023.11
7040 Software Subscriptions	40,033.55
7050 Shipping, Freight & Delivery	781.33
7060 Reimbursable Expenses	0.00
7070 Education/ Certification Fees	3,360.98
Total 7000 Office/General Administrative Expenses	**175,758.07**
7100 Advertising & Marketing	21,345.99
7200 Meals & Entertainment	6,094.03
7300 Travel	
7310 Airfare /Rental Car /Transportation	5,262.55
7320 Mileage /Fuel /Parking	2,814.42
7330 Lodging	1,887.17
7340 Travel Meals	57.95
Total 7300 Travel	**10,022.09**

Accrual Basis Wednesday, January 26, 2022 11:43 AM GMT-08:00

Hasler Enterprise Solutions, LLC dba Abelian

Profit and Loss
January - December 2019

	TOTAL
7400 Insurance	
7410 Workers Comp Insurance	750.09
7420 Employee Health Insurance	24,666.50
7430 Liability Insurance	6,977.74
Total 7400 Insurance	**32,394.33**
7500 Legal & Professional Services	
7510 Accounting	800.00
7520 Legal Services	13,555.35
Total 7500 Legal & Professional Services	**14,355.35**
7600 Taxes & Licenses	19.99
7620 State of Delaware LLC Taxes	910.00
7630 State of CA Taxes	250.00
Total 7600 Taxes & Licenses	**1,179.99**
7700 Bank Charges & Fees	
7710 QuickBooks Payments Fees	178.52
7720 Interest and Finance Charges	16,436.02
7730 Bank Charges	1,107.90
Total 7700 Bank Charges & Fees	**17,722.44**
7800 Charitable Contributions	711.38
Depreciation Expense	2,874.00
Total Expenses	**$1,254,382.54**
NET OPERATING INCOME	$ -77,853.19
NET INCOME	$ -77,853.19

Accrual Basis Wednesday, January 26, 2022 11:43 AM GMT-08:00

Hasler Enterprise Solutions, LLC dba Abelian

Profit and Loss

January - December 2020

	TOTAL
Income	
4000 Sales Force Implementation Services	1,725,180.28
4300 Consulting Services	19,119.01
4400 Marketing Services	1,509.69
Total Income	**$1,745,808.98**
GROSS PROFIT	**$1,745,808.98**
Expenses	
6000 Payroll Expenses	
6010 Salaries & Wages	759,612.53
6020 Payroll Tax Expenses	63,407.89
6030 Payroll Fees	31,207.68
Total 6000 Payroll Expenses	**854,228.10**
6200 Guaranteed Payment for Bryan Hasler	78,000.00
6400 Outside Contractor Services	364,320.24
6450 Referral Fee	14,293.00
6460 Outside Business Consultants	62,907.00
7000 Office/General Administrative Expenses	
7010 Rent & Lease	18,057.78
7020 Phone/ Answering Service	1,081.60
7030 Office Supplies	510.52
7040 Software Subscriptions	40,933.53
7050 Shipping, Freight & Delivery	130.26
7070 Education/ Certification Fees	1,598.00
7080 Recruiting and HR Expenses	3,742.71
Total 7000 Office/General Administrative Expenses	**66,054.42**
7100 Advertising & Marketing	
7110 Website	429.65
7120 Advertising	31,990.31
7130 Sales Services	36,554.42
Total 7100 Advertising & Marketing	**68,974.38**
7200 Meals & Entertainment	1,094.85
7300 Travel	
7310 Airfare /Rental Car /Transportation	14.52
7320 Mileage /Fuel /Parking	20.88
Total 7300 Travel	**35.40**

Accrual Basis Wednesday, January 26, 2022 11:43 AM GMT-08:00

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Hasler Enterprise Solutions, LLC dba Abelian

Profit and Loss

January - December 2020

	TOTAL
7400 Insurance	
7410 Workers Comp Insurance	1,080.27
7420 Employee Health Insurance	26,873.51
7430 Liability Insurance	6,554.70
Total 7400 Insurance	**34,508.48**
7500 Legal & Professional Services	
7510 Accounting	7,282.45
7520 Legal Services	27,715.00
Total 7500 Legal & Professional Services	**34,997.45**
7600 Taxes & Licenses	
7610 Licenses	146.00
7620 State of Delaware LLC Taxes	555.00
7630 State of CA Taxes	13,845.00
Total 7600 Taxes & Licenses	**14,546.00**
7700 Bank Charges & Fees	
7710 QuickBooks Payments Fees	178.15
7720 Interest and Finance Charges	32,542.85
7730 Bank Charges	3,463.02
7740 Credit Card Annual Fees	550.00
7750 AR Financing Fees	9,227.00
Total 7700 Bank Charges & Fees	**45,961.02**
7900 Bad Debts	8,483.20
Depreciation Expense	4,675.00
Total Expenses	**$1,653,078.54**
NET OPERATING INCOME	**$92,730.44**
Other Income	
9000 EIDL Grant	10,000.00
Total Other Income	**$10,000.00**
NET OTHER INCOME	**$10,000.00**
NET INCOME	**$102,730.44**

Hasler Enterprise Solutions, LLC dba Abelian

Profit and Loss

January - December 2021

	TOTAL
Income	
4000 Sales Force Implementation Services	1,799,777.08
4300 Consulting Services	4,593.28
4400 Marketing Services	67.75
Total Income	**$1,804,458.11**
GROSS PROFIT	**$1,804,458.11**
Expenses	
6000 Payroll Expenses	
6010 Salaries & Wages	765,104.22
6020 Payroll Tax Expenses	61,042.25
6030 Payroll Fees	14,237.80
Total 6000 Payroll Expenses	**840,384.27**
6200 Guaranteed Payment for Bryan Hasler	78,000.00
6400 Outside Contractor Services	271,182.95
6450 Referral Fee	56,437.50
6460 Outside Business Consultants	301,680.00
7000 Office/General Administrative Expenses	
7010 Rent & Lease	10,868.88
7020 Phone/ Answering Service	869.60
7030 Office Supplies	2,484.24
7040 Software Subscriptions	42,897.09
7050 Shipping, Freight & Delivery	132.85
7060 Reimbursable Expenses	1,191.99
7070 Education/ Certification Fees	234.98
7080 Recruiting and HR Expenses	5,878.52
Total 7000 Office/General Administrative Expenses	**64,578.15**
7100 Advertising & Marketing	
7110 Website	399.34
7120 Advertising	42,806.13
7130 Sales Services	19,583.00
Total 7100 Advertising & Marketing	**62,788.47**
7200 Meals & Entertainment	505.00
7400 Insurance	10,283.00
7410 Workers Comp Insurance	1,145.59
7420 Employee Health Insurance	23,449.19
7430 Liability Insurance	1,835.00
Total 7400 Insurance	**36,712.78**

Accrual Basis Wednesday, January 26, 2022 11:41 AM GMT-08:00

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Hasler Enterprise Solutions, LLC dba Abelian

Profit and Loss

January - December 2021

	TOTAL
7500 Legal & Professional Services	
7510 Accounting	9,721.50
7520 Legal Services	36,339.40
Total 7500 Legal & Professional Services	**46,060.90**
7600 Taxes & Licenses	411.32
7610 Licenses	54.00
7630 State of CA Taxes	6,956.40
Total 7600 Taxes & Licenses	**7,421.72**
7700 Bank Charges & Fees	584.83
7710 QuickBooks Payments Fees	26.00
7720 Interest and Finance Charges	817.16
7730 Bank Charges	3,702.59
7740 Credit Card Annual Fees	550.00
7760 EIDL Loan Interest Paid	4,538.00
Total 7700 Bank Charges & Fees	**10,218.58**
7900 Bad Debts	660.00
Total Expenses	**$1,778,690.32**
NET OPERATING INCOME	**$25,827.79**
Other Income	
9100 PPP Loan Forgiveness	122,264.00
Total Other Income	**$122,264.00**
NET OTHER INCOME	**$122,264.00**
NET INCOME	**$148,091.79**

Accrual Basis Wednesday, January 26, 2022 11:41 AM GMT-08:00

Professional Certifications

GSA Multiple Award Schedule (MAS) MAS Contract

GSA

U.S. General Services Administration

Contract Summary Document

Company Name: HASLER ENTERPRISE SOLUTIONS, LLC

Duns Number : 098289843

Contract Number : 47QTCA21D0095

ABELIAN

Orange County Local Small Business Certification

THE COMPANY LISTED ON THIS CERTIFICATE MEETS
THE COUNTY OF ORANGE CERTIFICATION
REQUIREMENTS AS AN OCLSB

OCLSB CERTIFICATE EXPIRATION DATE:	3/31/2022
CERTIFICATE ID:	2017644
LEGAL COMPANY NAME:	Hasler Enterprise Solutions, LLC
DOING BUSINESS AS (DBA) NAME 1:	Abelian
DOING BUSINESS AS (DBA) NAME 2:	
COMPANY HEADQUARTERS ADDRESS:	400 Spectrum Center Drive, Suite 1900 Irvine, CA 92618
COMPANY PHONE NUMBER:	949/385-3324
COMPANY EMAIL:	corinne@abelian.us
COMPANY FAX NUMBER:	
COMPANY WEB ADDRESS	https://abelian.us
SERVICE AREA	Orange

State of California Certificate of Registration

State of California
Secretary of State

CERTIFICATE OF REGISTRATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

That on the **4th** day of **February** , **2020**, **HASLER ENTERPRISE SOLUTIONS LLC** , complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of **Delaware** as **HASLER ENTERPRISE SOLUTIONS LLC** and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California, subject, however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 20, 2020.

ALEX PADILLA
Secretary of State

tlp

NP-25 (REV 02/2019)

City of LA Certifications: EBE (Emerging Business Enterprise) and SBE (Small Business Enterprise)

Company Certifications

For any questions regarding certifications please contact the Bureau of Contract Administration, Office of Contract Compliance at bca.certifications@lacity.org

Company Information	
ID	108861
Name:	Abelian
Address:	12655 W. Jefferson Blvd. Los Angeles, CA 90066-7008

City of Los Angeles Certifications

Certificate	Certifying Agency	Status	Add Date	Add By	Cert Date	Cert Number	Expiration Date
SBE(Proprietary): Small Business Enterprise (Proprietary)	State of California Department of General Services (DGS) as a Small Business (SB)	Verified	09/14/20	Corinne Arenal	03/30/20	2017644	03/31/22
EBE: Emerging Business Enterprise	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verified	09/16/20	BCA Certifications	03/30/20	2017644	03/31/22
SBE: Small Business Enterprise (Los Angeles)	Department of General Services Office of Small Business & Veterans Business Enterprise Services (OSDS)	Verified	09/16/20	BCA Certifications	03/30/20	2017644	03/31/22

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DGS State of California Small Business Entity

Certification Profile

Certification Profile

State of California Certification

Certification ID : 2017644

Legal Business Name	Address
Hasler Enterprise Solutions, LLC	400 Spectrum Center Drive, Suite 1900
	CA
Doing Business As (DBA) Name1	Irvine
Abelian	CA 92618

Doing Business As (DBA) Name2

Email:
corinne@abelian.us (mailto:corinne@abelian.us)

Office Phone Number
949/385-3324

Total Number of Employees
12

Business Fax Number

Business Types
Service

Business Web Address
https://abelian.us ()

Service Areas
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

View Keywords

View Classifications

Applications

View Options

SB ▼ View Application

Ammend Options

SB ▼ Amend Application

4/27/2020   Certification Profile

Apply for Certification

Active Certifications

Certification Type	Application Date	Status	Status Date/Time	From	To	Cancel
SB(Micro)	03/30/2020	Approved	03/30/20 11:53AM	03/30/2020	03/31/2022	

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https://www.caeprocure.ca.gov/pages/SupplierProfile/supplier-profile.aspx

Project Team Qualifications and Experience

All staff experience and qualifications collectively bring 20+ years of experience, as we have extensive background working with workforce development and WIOA based services and programs. We have worked with a wide range of organizations to craft custom implementations that strengthen customer retention, automate business processes, and increase profitability.

KEY PROJECT TEAM		
Director of Delivery	Diana Roque	diana@abelian.us
Solution Architect	Bryan Hasler	bryan@abelian.us
Product Owner	Jerri Anne Armendariz	jarmendariz@launchpadco.com
Senior Developer	Deepthi Gade	deepthi@abelian.us
Junior Developer	Alec Nghiem	alec@abelian.us

DIANA ROQUE

Deliverables:

Serves as the point of contact for all resources by coordinating communications, managing deliverables and providing regular project status updates with high enfase on budget and task tracking. Project management based on Agile Methodology.

Certifications: 1 Operations Certification
Financial Accounting Fundamentals, University of Virginia
Associate Degree in Human Resource Management

Background:

International experienced professional (Europe and South America), with excellent ability to handle a multicultural environment. Compromised, resilient and proactive, leading people and processes with managing skills in several areas of competence. Large experience in Project management on Lean and Agile methodology.

BRYAN HASLER

Deliverables:

Declarative Architectural Design needed to complete System Requirements and Desired Features. Ongoing Discussions with the Team in order to guide and resolve any technical issues during implementation.

Background:

Entrepreneurial professional with strong experience in CRM implementations and milestone management. Passionate about helping clients succeed, building strong relationships, and automating business processes so that clients can focus on their core business processes. Bryan has 7 years of experience as Solutions Architect including multiple successful government implementations.

Certifications: 16 Salesforce Certifications
1. Nonprofit Cloud Consultant
2. Integration Architecture Designer
3. System Architect
4. Identity and Access Management Designer
5. Development Lifecycle and Deployment Designer
6. Data Architecture and Management Designer
7. Application Architect
8. Platform developer 1
9. Sharing and Visibility Designer
10. Community Cloud Consultant
11. Sales Cloud Consultant
12. Field Service Consultant
13. Service Cloud Consultant
14. Platform App Builder
15. Advanced Administrator
16. Administrator

JERRI ANNE ARMENDARIZ

Deliverables:

Coded Architecture and Design solutions needed for implementation that cannot be met declaratively. Ongoing Discussions with Team in order to guide and resolve any technical issues during implementation and development as needed. Launchpad Package Product Expert resource for Team.

Certifications: 3 Salesforce Certifications
1.   Administrator
2.   Advanced Administrator
3.   Sales Cloud Consultant

Background:
Considered an IT professional for 14+ years who has proven success designing and implementing customized, unmanaged and managed packages on solutions within cloud-based SaaS and PaaS-based platforms.
Certified Salesforce Administrator and Platform App Builder Consultant with experience in Salesforce (SFDC) System Administration, Configuration, Implementation, and support of multiple users. Highly skilled and knowledgeable in designing, building, and implementing custom applications using the declarative customization capabilities of the force.com platform.
A trusted functional business leader that has managed development and test teams, both large onshore and offshore development teams. Managed release schedules, improved software testing, and software development practices, and improved the overall software quality for the company. Implemented QA Testing, Code Merge, Request Code Branch, Deploy/Stabilize Build/Environment, Integration Testing, End-to-End (E2E) Testing, User Story Testing, Functional Testing, Build Acceptance and Regression Testing, UAT, User Training, along with developing release notes.

DEEPTHI GADE

Deliverables:
Implementation of requirements for Case Management System and Portal with Declarative and Coded Solutions, Team Lead.

Background:
Bachelor in Technology with Master in Computer Information Systems, has almost 8 years of experience in implementing and maintaining Salesforce CRM Sales and Service cloud applications including large experience building community portals. Strong Experience in Administration and Development. Experience in all phases of Software Development Life Cycle (Agile and waterfall model), quality management systems and project life cycle processes.

Certifications: 4 Salesforce Certifications
1.   Administrator
2.   Platform developer 1
3.   Service Cloud Consultant

4.   Community Cloud Consultant

Flowgear Technical Certification - IPaaS Integration and Automation

Vonage Certified

ALEC NGHIEM

Deliverables:

Implementation of requirements for Case Management System and Portal with Declarative and Coded Solutions and Quality Control Testing.

Certifications: 1 Salesforce Certification

1.   Certified Administrator.

Background:

Certified Salesforce Administrator with a Software Engineering background.

Experienced with Salesforce System Administration, development, configuration, Implementation, and support. Skilled and knowledgeable in ETL development, declarative automation, and custom code solutions.

Proposed Case Management System

Solution Overview

Case Management

One of the problems privately-funded and state-funded programs encounter is the complex processes arising from CRM case management. However, Launchpad Case Management is structured to automate these complex processes, and Case Managers can better serve those in need of services because of our system's cornerstone of having one form that gathers all information, and then access to that information all in one place.

The Common Intake Form is foundational because it gathers essential client information. The data includes personal information, employment history, barriers of employment, skills, demographic information, licenses, certifications, and goals. Our proprietary program matching functionality then reduces administrative burden and empowers Case Managers to provide optimal results by automatically creating matches to programs and services that the participant is eligible for, including programs on the Federal, State, and Local levels. Specific criteria to these programs are built into Launchpad, and can be configured to your region.

Our module then constructs a 360-degree view of the participant. Launchpad can predict probable outcomes, the likelihood of being hired, and suggest the subsequent actions based on the constituent's career goals. Our system then builds and recommends a path for success for each client and can match them with providers based on their location. Additionally, it can automatically make approvals or reviews for contracts.

With features like profile notes, call logging, emailing, active history tracking, and task reminders, case managers can monitor the efficiency and performance of your client as they reach different milestones – project or training completion and application for the job. Finally, you can set up a follow-up meeting after a participant exits the programs and services they received. All of this information is then able to be compiled into reporting that meets federal and state guidelines. Local human services programs such as Heating/Cooling assistance, Housing Assistance, and other programs can also be easily tracked and expanded upon within Launchpad.

Self-Service Portals

Launchpad's Self-Service Community Portals modernizes the online Labor Exchange and Portal concept. Launchpad can deploy a completely branded experience to employer and job seeker customers that is 100% customizable and expandable. Community portals are easy to use through any web or mobile device and fully integrated with case management. Customer user activity is fully trackable and reportable in real-time.

A few key features of the Job Seeker Community Portals include: Create/Manage Accounts, Program Eligibility, Manage Resumes, Search Jobs, Job Recommendations, Application Tracking, Messaging (To Staff), Online Training & Job Readiness (With eLearning integrated), FAQ, and community-sourced Q&A (Service Cloud), Knowledgebase (Service Cloud).

The following graphics provide a high-level overview of the standard features of these Launchpad modules. Our solution would include modifying and adding features to match CWD's particular needs.

Below we will be going into greater detail how each one of our modules will contribute towards your organization's key objectives and how we can move forward together as partners with our provided solutions.

System Requirements

2.6.1.1. The system must allow for electronic storage of all supporting documents, including photos and videos, and have the capability to to send emails, appointment reminders and confirmations to clients and vendors.

Within Launchpad users can upload all documents/attachments including photos and videos as desired to their related records. In addition natively with Launchpad, we can integrate to Outlook or Gmail so that emails can be sent directly from Launchpad, as well as received in Launchpad as well. Tasks and Meeting Events can be created within Launchpad with automatic reminders going out as desired to users added to the Meeting Events. Additional automatic reminders can be created and customized per your preference using our automated flow processes.

2.6.1.2. Assigns each client a unique identifier that is not their SSN or DOB. Any and all Personally Identifiable Information shall be properly encrypted by the application.

Launchpad creates a unique Customer ID for each customer upon intake. Each participant can automatically be assigned a Unique ID that is viewable on the participant record. It's also

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compatible with using a unique ID that has been set with another system, if the County wishes to preserve ID numbers from a previous database, or integrate Launchpad with other data systems.

Launchpad includes features for encrypting sensitive information - the SSN field is encrypted by default and only displays the last 4 digits to users. Other fields can be fully or partially encrypted, and can even be set specifically for PII compliance standards.

2.6.1.3. Allows for secure upload and storage of our client's supporting documents.

Each client record has a place to upload documents, certifications, and any necessary supporting files. Documents can be uploaded by internal staff or uploaded by clients via the portal. Once uploaded, they will be linked to the client's profile and are available to be viewed later on by staff or the client. Visibility settings can be configured to limit which staff members can view a client's documents - for example, so that only a client's case manager can view them.

2.6.1.4. Configurable client application forms that will allow for adding, modifying, and subtracting service and program offerings as needed.

Our Common Intake module is part of our case management solution and is built standard out of the box. It is a configurable, intake form that saves staff time by providing an easy to use online and mobile-ready form to collect participant information, and automatically determine eligibility, matched with programs and supportive services such as housing assistance.

When a participant or staff member completes the form, it takes them through six steps (contact information, demographics, employment/ education, skills/ wages barriers, and program matches). It will collect crucial information from your participants, including: personal information, demographic information, barriers they may be experiencing seeking employment, their employment history, any skills, certifications or licenses they have, and their plans and goals.

- ✓ Provide a web-based, mobile-ready and responsive form for staff, providers and participants.
- ✓ Guides users through a series of questions to determine needs, barriers and eligibility.
- ✓ Can capture information including contacts, education, demographics, barriers, skills and more.

Upon completing the intake form, Launchpad will automatically display a list of program and job matches as "eligibility" options from which staff can select to enroll, including training and apprenticeship programs. Our solution also has a Matches screen, where apprenticeships and programs that are a good fit based on the applicant's initial registration and selected preferences, such as desired salary, location, and skill level, will have jobs automatically highlighted for them that are a match as identified by Launchpad.

   ✓   Auto match participants with programs
   ✓   Auto match participants with apprenticeship and training opportunities
   ✓   Track participant services within specific program enrollments

Launchpad has central lists for services and programs in the system, and items can easily be added, modified, or removed from the list by any user with the appropriate permissions. Changes to the lists of services and programs are reflected throughout the system, including programs/services on the Common Intake Form for new clients, as well as the programs/services available for existing clients to be enrolled in.

Program and service eligibility matching does not end once the Common Intake form is completed. Anytime a new program or service is added, or an existing program or service's eligibility requirements are updated in the system, Launchpad will automatically check to see if all active clients in the system are eligible, and if so will add an eligibility record with notification settings configurable.

2.6.1.5. The system must support CWD's obligation to establish trusted systems for maintaining electronic records created and stored as official records and is capable of managing record retention schedules within the system.

Launchpad allows data to be archived within the platform itself, or data can be exported and stored in an archive database. There are also 3rd-party services built natively for Salesforce which can streamline data backup and archiving. We can assist with the purchase and setup of such a service if needed to meet CWD's requirements.

2.6.1.6. The system must be hosted within a government cloud within the continental United States.

Out of the box your Org will be hosted in the US , and we can also encrypt various specific field data points with Field Level Encryption per your request. With the addition of Shield, which we are proposing and have included, all of your data will also be encrypted at rest and in transit.

Shield has an added cost, however, provides enhanced protection, monitoring, and retention of your critical data stored in Launchpad.

✔ Native Encryption: Natively encrypt your most sensitive data while retaining critical app functionality including search, workflow, and validation rules.

✔ Detailed Data & Monitoring: Gain access to detailed performance, security, and usage data for your apps in order to monitor critical business data, understand user adoption across your apps, and troubleshoot and optimize custom application performance.

✔ Security Policies: Build flexible, customizable security policies that give IT the power to identify and prevent malicious activity in real time. Retain data history for forensic level compliance as well as greater operational insights into your business.

2.6.1.7. The system must be browser-based and capable of high-demand processing.

Launchpad is accessible from any modern web browser, mobile phone, or tablet. Launchpad is a "mobile first" platform and can be accessed from any web enabled device for all user types including staff and clients. Launchpad also has a mobile application that can be accessed through the Android and iOS platforms, and it provides access to all of the Launchpad features and functionality as available on the desktop experience.

2.6.1.8. The system must support County browser standard of Microsoft Edge without requiring unsecured custom browser configurations.

Launchpad is accessible from any modern web browser, mobile phone, or tablet.

2.6.1.9. The system must always be capable of running the latest operating system versions of Windows, Mac, iPhone, and Android.

Launchpad can be run on mobile platforms that are version 8.0 or higher for Android and 14.0 or higher for iOS.

2.6.1.10. The system must include a reporting tool that produces useful Standard Reports, such as LIHEAP, CAPS Consolidates, CSBG, ERAP, etc., that allow easy access to analyze historical data.

Abelian and Launchpad Architects will work with key stakeholders from PIMA to ensure we are able to gather all data and create reporting for LIHEAP, CAPS Consolidates, CSBG, ERAP, and any other programs that are needed. With our team's experience on community focused organizations and outreach, we can provide recommendations and assistance for how we can track services with local programs, such as assistance to households for heating/cooling bills, and then how this can be tracked against key metrics. Launchpad is individual participant focused, and you are able to see all related programs and services at a glance from your case management record.

With Launchpad additional local human service programs, such as housing assistance, can easily be updated and tailored as needed easily by your team. In this way you can continue to expand local programs to better assist your community, and know that you have the technology through Launchpad to support and track these programs. All data points from these services in Launchpad can easily be captured in our reporting that we can customize for your team, and used to benchmark against key metrics. The financial aspect of these programs can also be tracked through our Grant Management Module to track expenditures per program and budget for these services, which can then all be reported on for your team.

You can also duplicate existing Reports and use them as a basis for new reports you would like to modify/customize. Visual Flows using Launchpad makes it easy to connect and automate Reporting. You will have access to historical data in records and based on our assessment, our storage capabilities will meet your needs. If additional data storage is needed, we can provide it upon request. We also have functionality pertaining to Federal Title 1 reports that can be exported via csv or excel.

2.6.1.11. The system must be capable of providing County staff access only on their County issued desktop, tablet, laptop, or cell phone and Partner Agencies staff access only on their agency issued desktop tablet, laptop, or cell phone to complete client electronic transactions such as field service reports, inspections and interviews in remote locations throughout Pima County.

- The system must include reporting tools where authorized users can create additional ad-hoc and custom reports defining the format, look, and content of reports that allow query, display, download, and printing of data to meet grant requirements and allow for robust data analysis.

- The system shall include reporting tools with an intuitive interface that allows cross tabular data to be presented with charting and graphing, drill down reporting and hyperlinks that provide quick case and name access.

- The system shall be capable of producing dashboard reports for quick analysis and high-level overviews that inform business decisions.

Users that have admin access to Launchpad can manage which devices access your Launchpad data. You can store a mobile device's unique identifier, then you can approve or revoke that device's access.

Launchpad's Reporting and Analytics Platform provides access to real-time data and analytics across all workforce programs, training events, and participant activity. Launchpad allows for customizable and unlimited ad hoc reports in-house, without the need of programmers or consultants. Launchpad Reporting & Analytics will allow internal staff and providers to access real-time data available on participants engaged in the system. Our Cross-Platform reporting is particularly robust as we can aggregate data from multiple different sources, such as any external integrations, and aggregate this into easy-to-view reports & dashboards as shown below. These reports can be created quickly and efficiently with the standard report builder included with Launchpad.
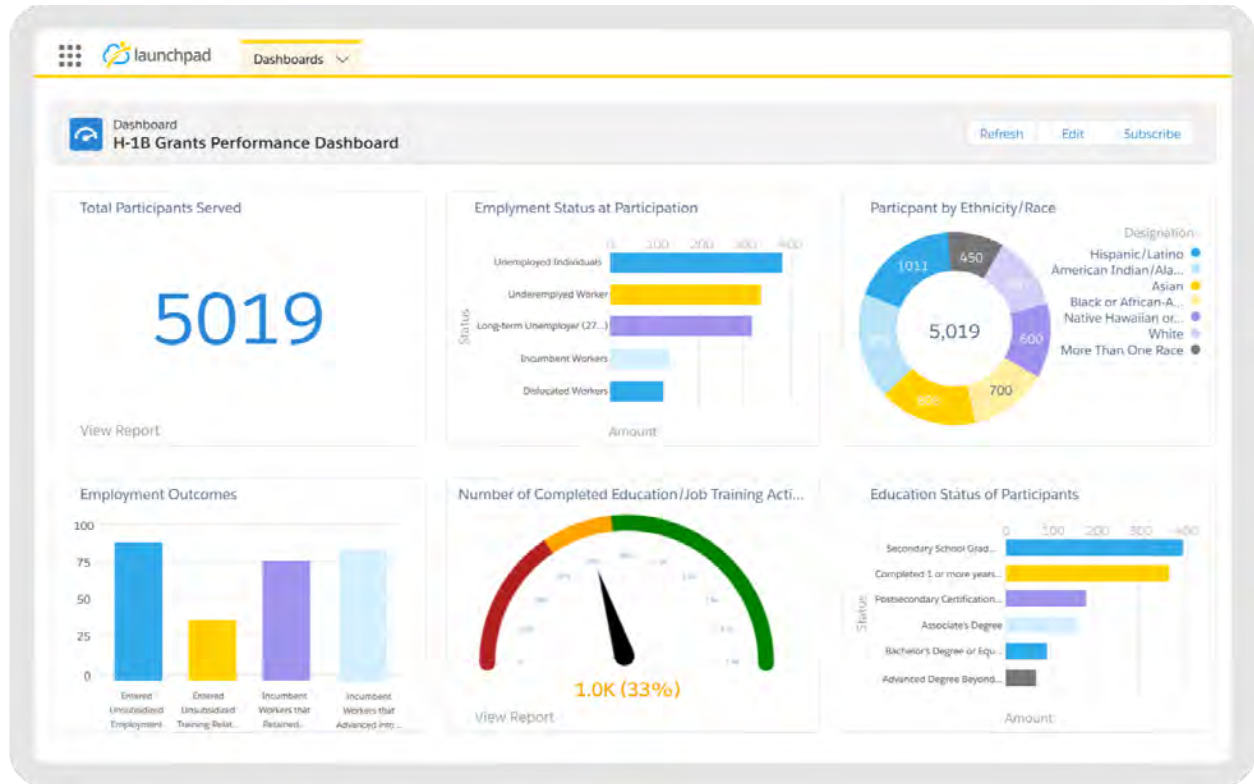
✓ Ability to create and generate unlimited ad hoc reports across all the programs and records.

✓ Real-Time Data Access for Staff & Providers

✓ Create specific reports and dashboards for different roles and partners

✓ Ability to publish performance metrics to providers.

✓ Easy to use drag and drop interface.

✓ Standard templates for participant programs.

Once your reports have been created, you can easily create new reports and versions of these reports we have built. This flexibility we offer is essential so that your organization can easily adapt and accommodate any new reporting requirements that may come up in the future. We strive for satisfaction and we're happy to make these updates as well, however, we believe in empowering your team so they also have the ability to make these same reporting updates as needed.

2.6.1.12. The system shall provide for intuitive data entry, navigation, identification and elimination of duplicate entry, and reporting procedures for all data elements. Data entry and

tracking case and client information shall be simple and user-friendly, not requiring overly complex steps and inordinate amounts of time to track and enter data.

Launchpad is designed with a human-centered design approach to provide an innovative and intuitive user experience. We provide platform features such as ease of configuration, robust reporting, intuitive user interface, powerful search, mobile-enabled and audit capabilities - with a fully configured workforce case management that meets and satisfies Department of Labor (DOL) requirements. Additionally, throughout the implementation, we will be working closely with the project team to adjust interface elements to match CWD's specific processes, to ensure that users' data entry and navigation experiences are as seamless as possible. In this way users will be able to see all information, such as Programs and Services for Community Actions, Low Income Housing, and other available Programs and Services.

Launchpad also includes features to identify and prevent duplicate entry. Duplicate rules can be configured to detect matches based on combinations of name, phone, email, street address, and/or other fields. If a user tries to enter a contact that already exists, they will see a warning message and/or be prevented from creating the duplicate record (depending on the exact settings desired).

Also as Launchpad is built on Salesforce, it will evolve with new features and technical enhancements, so Launchpad will take advantage of Salesforce's 3X per year platform upgrades.

2.6.1.13. CWD and their Community Partner Agencies will use the system and will need permissions to see only those cases and information they are authorized to see.

Launchpad is natively established on assigned role-based access. Users with administrative roles can assign users role-based access. Our system uses a Role hierarchy mechanism to control data access to the records based on the job role of a user. We would configure roles for Community Partner Agencies, and restrict visibility of records based on CWD's criteria.

2.6.1.14. CWD currently files electronically with the ACAA (Arizona Community Action Association) and AJC (Arizona Job Connection). The system shall allow for interfaces to various reporting agencies such as the ACAA and AJC as well as internal applications.

Launchpad can be integrated with other systems via open APIs, allowing Launchpad to have real-time access to data in the other system. (This assumes the ACAA and AJC Systems also have open APIs.) If the system is not accessible via API, other options may be possible such as mapping and exporting a .csv file and importing the data into Launchpad (or vice versa) on a regular basis.

2.6.1.15. The system shall be ADA compliant.

Launchpad is powered by Salesforce.com which has been implemented according to the Rehabilitation Act, Section 508. To help meet our goal of universal design, salesforce.com follows the internationally recognized best practices in Section 508 of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA to the extent possible.

a. Compatible with screen reader (e.g. JAWS)
b. Information conveyed visually does not rely solely on colors.
c. Compatible with voice recognition solution (e.g. Dragon Naturally Speaking).

https://www.salesforce.com/company/legal/508_accessibility/

2.6.1.16. The system shall support a multilingual user interface; English and Spanish are both used in Pima County.

Launchpad can offer a multilingual interface, including English and Spanish, with additional configuration for the custom fields you may request that have not already been translated. For the Languages added, users are able to change their language to Spanish or another supported language in their profile settings. User interface elements such as object names, field labels, button labels, and other text elements are translated to the user's selected language.

2.6.1.17. The system must have an integrated Help menu.

Launchpad offers a one click help '?' icon/button that provides resources to connect users with technical support. Support is available in the form of technical help guides related to the contents of a given screen. The Help function can also direct users to additional resources on the overall Launchpad platform and provides an option for user to select 'Get Support' for further assistance. The help menu includes standard topics, and also allows custom links to be added (for example, a link to the Launchpad User Guide). The custom links can easily be managed by a system administrator at any time. An example of the help menu is shown below:
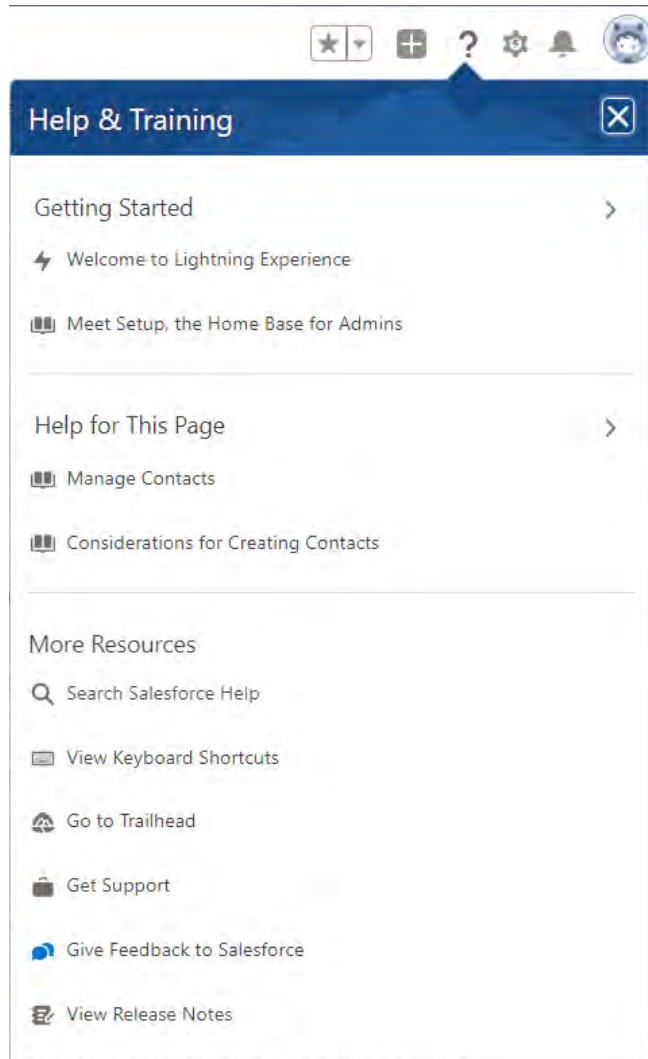
Desired Features

2.6.2.1. Applications are searchable by Name, Address, DOB, Phone Number, SSN, Client ID and Email Address.
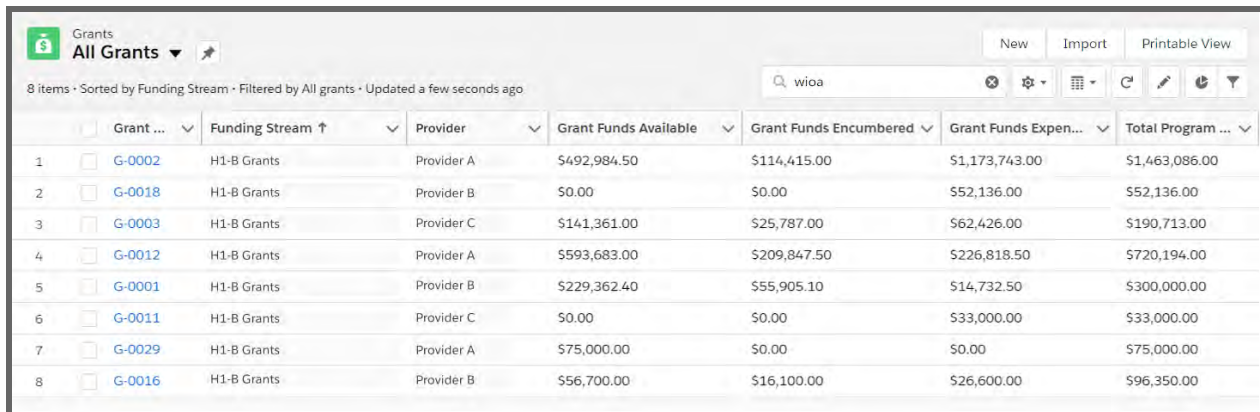
Yes, in Launchpad users are able to search for records using any of these, as well as other criteria.

2.6.2.2. The system should have configurable Site, Budget and Service codes that will accommodate the required current and future Pima County budget and service codes and all similar configurable items. Anything configurable items shall be done from a built in user interface and not require back-end server access.

Launchpad provides a complete grant and funds tracking module, which is currently implemented with several workforce clients, including the city of Detroit to manage funding expenditures. The following screenshot shows how the aggregate for funding can be tracked, including the ability to track fiscal data at a provider level (actual vs budget). Real time reports and dashboards can also be created off of this data.

As shown in the screen below, fiscal data at a provider level can be tracked which shows the grant funds available, encumbered, and expended. These reports are easily accessible and customizable. Furthermore, dashboards can be generated from reports to give a visual view of current grant expenditures for improved monitoring and decision making.

2.6.2.3. The system should display dollar amounts of available funding for the selected funding source of a program that lists the Total Budget Amount, Current Available Balance, the funding amount to be provided to the applicant and the remaining balance.

Launchpad's Grant Management module can be used to automate tracking funds. You can enter grants or other funding sources in the system, including the total amount of the grant. For each program, you can then select the funding source it will draw from as well as the amount that should be allocated to it. When providing services or funds to individual applicants, users would log that in Launchpad, and the amount will be automatically subtracted from the funds allocated to the program. Users will be able to see, for any funding source at any time, the total amount, current amount available, and amount spent to-date.

2.6.2.4. The system should allow for electronic signature of applications and forms.

We would set up a third-party software for electronic signatures (such as DocuSign, PandaDoc, HelloSign, etc) and integrate it onto Launchpad in order to provide this functionality. Users would be able to send requests for signatures from within Launchpad, as well as view the documents and attach them to application records.

2.6.2.5. The system should have the capability to send email and text from within the system to clients for confirmation of the receipt of their application, supporting documents and appointment reminders using Pima County standard email processes.

Launchpad is able to send out automated emails for any scenario, including confirmation emails and appointment reminders. For text messages, we can integrate Live Message which is our recommended solution, and any other applications on the appexchange if you prefer, which will allow Launchpad to send out text messages for these scenarios as well. We would help configure the criteria and templates for the emails and texts during the initial setup according to CWD's preferences. CWD staff can have access to the interface for configuration if desired, so you can modify the configurations or add new ones at any time.

2.6.2.6. The system should have the capability to add, modify and delete client application business rules for qualifying and prioritizing services depending on the funding source.

Launchpad has multiple tools for configuring custom business rules, which we can help to set up depending on CWD's exact needs. One such tool within Launchpad is Eligibility Criteria, which allows CWD staff to configure rules for matching client applicants with available programs, based on eligibility and priority. This may work for CWD's needs with regards to qualifying for services based on funding source; if not, one of the other tools for configuring business rules can be used to achieve the desired functionality.

2.6.2.7. The system should have configurable workflow, such as application approvals, queue tracking, case and work assignments, and documents.

Workflows such as approval processes, queues, case/work assignments, and documents can all be configured in Launchpad. With these declarative automations available we can customize tailored processes for your case process and related assignments to improve efficiency for your team and automate repetitive tasks.

2.6.2.8. The system should have configurable record retention settings for Pima County record retention rules for records and documents.

By default, Launchpad retains data for an unlimited time; no records will be deleted unless specific processes are set up to do so. Depending on CWD's needs, we can assist with setting up data archiving and/or deletion processes. For data archiving in particular, additional software would be needed to store the archived data (ie, OwnBackup or other data warehouse service), which would be an additional cost.

Once set up, a system administrator would have the ability to change the configuration of the archiving and/or deletion rules in the future if needed.

2.6.2.9. The system should have a scheduling tool for scheduling appointments and training workshops that also allows clients to schedule their own appointments.

Launchpad includes features for CWD staff to set up workshop events and schedule appointments with clients. Additionally, clients are able to register for workshops via Launchpad's Job Seeker Portal. To provide clients the ability to self-schedule appointments, we would integrate SUMO Scheduler into the Job Seeker Portal as an add-on cost, which would allow clients to select from open time slots based on CWD staff availability.

2.6.2.10. The system should have the capability to create, issue and print vouchers for services as well as print applications and documents.

As a standard feature, users can easily print a page for any record such as an application or requested service, and can also print documents and attachments. We can also accommodate customization of the appearance of printed vouchers, if CWD prefers a style or formatting that isn't met by the standard printable format.

2.6.2.11. The system should have work order tracking for use with programs as needed. For example, a Home Repair program.

There's a variety of possible options for adding work order tracking, depending on CWD's exact needs. We can configure basic work order features, or purchase add-on apps if more extensive functionality is needed. We would work with CWD staff during the initial implementation to determine and set up the best solution to fit your needs and budget.

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2.6.2.12. The system should have a client follow-up and program exit interview section to fulfill the requirement to report the outcomes of services and assistance received.

Yes, Launchpad has features for staff to log follow-ups and program exits. We can also configure reminders for follow-ups at 30, 60, 90 days, or any time frame CWD requires. Outcomes and what services participants received are all trackable directly from their case management record at a glance.

2.6.2.13. The system shall have the capability to refer clients to different agencies and departments for additional services.

From within the Launchpad app, staff could also search and make client referrals to provider programs that have been approved. Once a referral is made, a notification could be sent to the provider with the referral information. Providers could login and review the referral, and as the client moves through the program the provider could update their status through to successful completion, also documenting possible employment and wage information. There is an option to allow providers to include their own program performance data, or have the system rate the performance based on outcomes, or have both sets of data made available

2.6.2.14. The system should allow online access for clients to check the status of their applications and upload any supporting documents.

We can achieve this with Launchpad's Job Seeker Portal. In addition to the standard functionality, we would add a section for viewing application status and uploading documents.

2.6.2.15. The system should allow users to embed videos and clients to play videos for introduction of services, training and orientation for all video formats.

We can customize a page in the Job Seeker Portal to support embedded videos. It would be able to display videos that have been uploaded internally, or that exist on Vimeo, YouTube, etc. We can make this configurable so CWD staff users would be able to add videos by uploading a file or copying a URL link into Launchpad, depending on CWD's exact needs.

2.6.2.16. The system should have a mobile app for field service and home visits and to allow clients to apply for services and track their application progress.

For CWD staff, Launchpad can be accessed through Launchpad's mobile app - users only need to download the app to their phone or tablet in order to access Launchpad on mobile. This requires no development work and minor configuration work.

For clients to access the Job Seeker Portal on mobile, they would be able to log in using their device's mobile browser. Some development work may be needed to create pages that are easy to navigate on mobile.
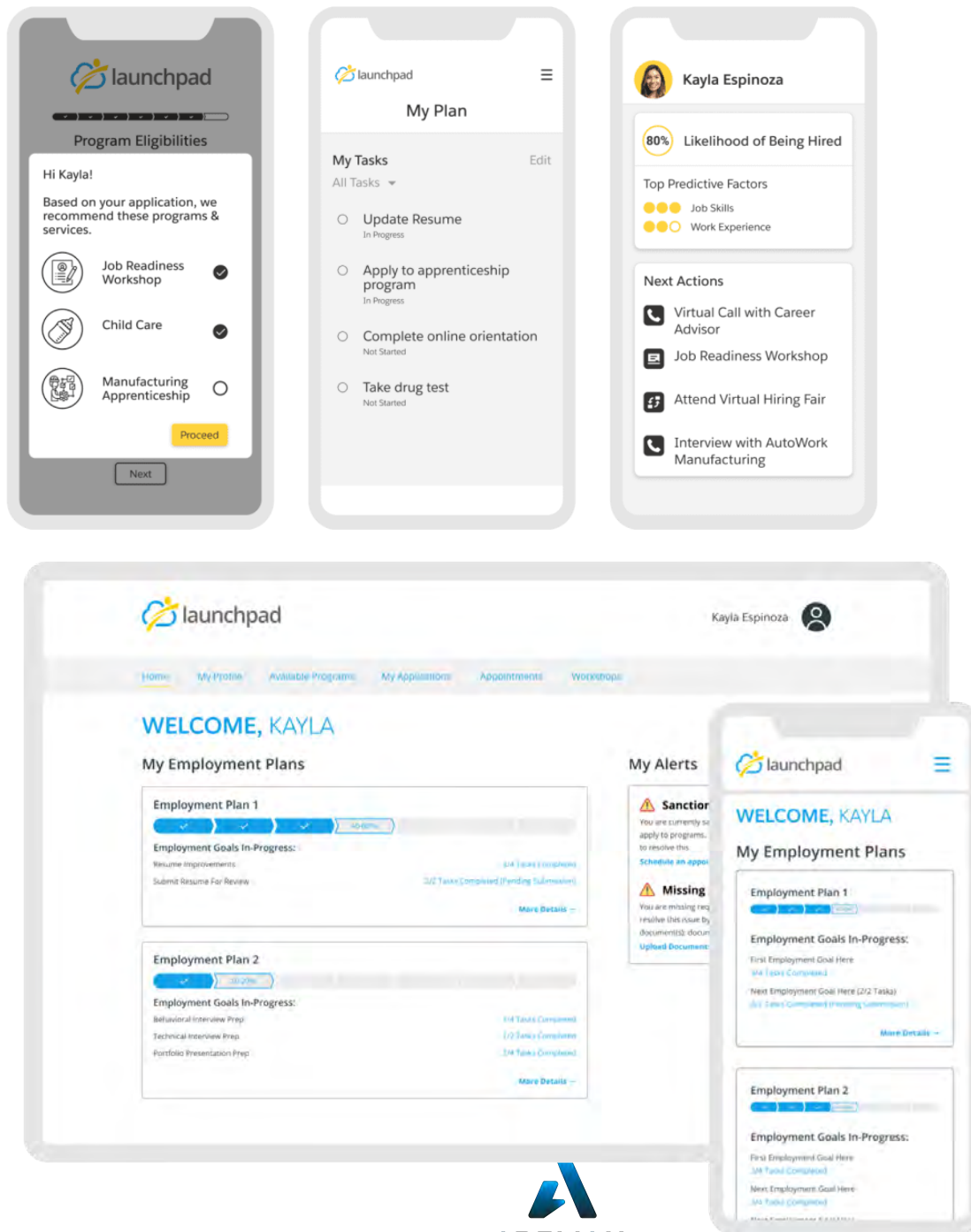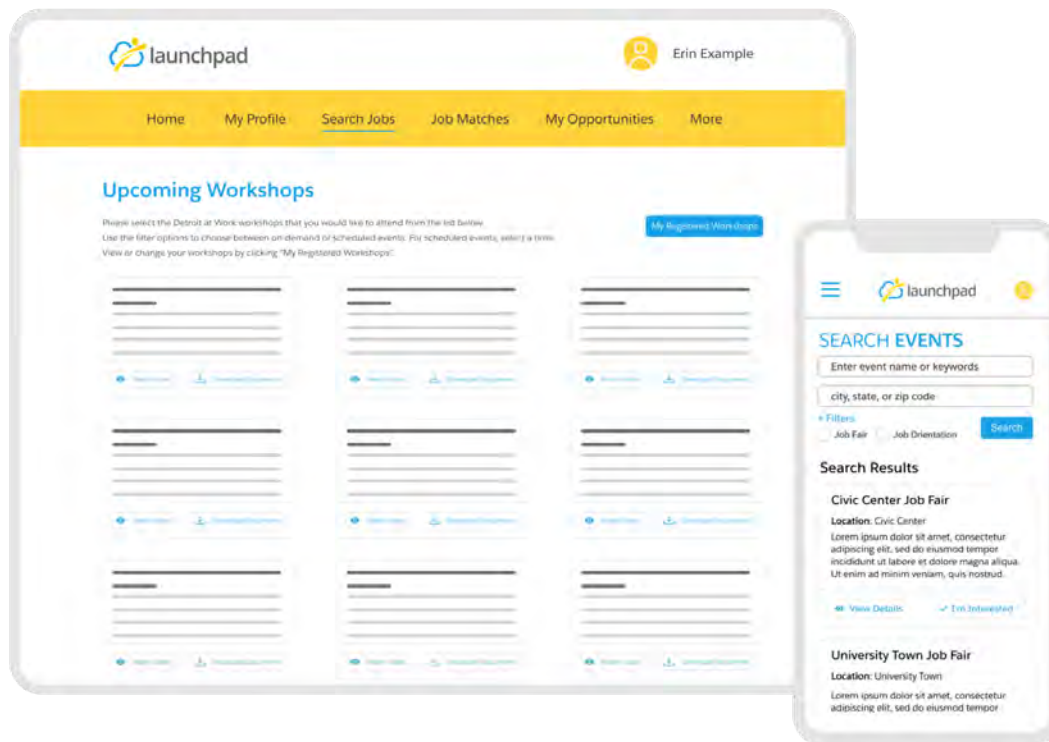

2.6.2.17. The system should have a public facing

Calendar and/or blog for announcements, description of services and a list of special events.

Our Event Management App helps track and enroll clients in orientation videos, training events, workshops, apprenticeship programs, hiring events, and on-demand virtual events. Each event can be internally managed to coordinate the event day and time, location, the event milestones leading up to the event, number of event attendees, and more. These events can be displayed on a website where potential attendees can view and request information or register for the events.

2.6.2.18. The system should have a Public Facing Job Board.

Launchpad can provide a custom-branded public facing portal where job searches can happen. This includes the ability to add filter criteria into the job search bar, as shown. If a job seeker is registered in the jobs portal, they can also view job postings that match their profile based on criteria such as job skills, wage requirements and desired job.
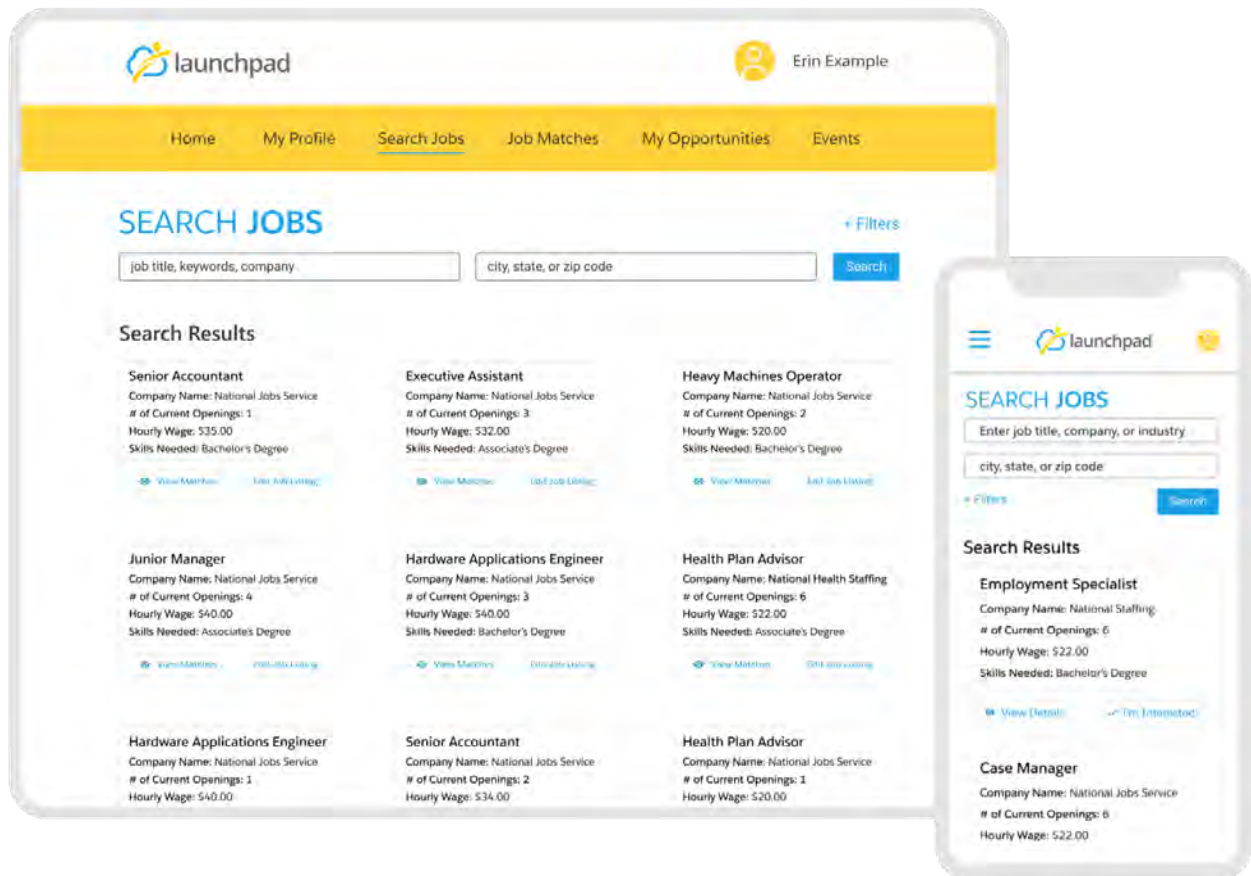
2.6.2.19. The system should have a configurable Customer contact and feedback form.

There are multiple options for customer survey tools: the native survey tool, other native apps from the Salesforce Appexchange such as Livemessage which allows customers to contact support via any digital approach of their choosing such as chat or email, or integrating a third party survey software such as SurveyMonkey. Data from survey responses would be available in Launchpad for reporting.

2.6.2.20. The system should have an Active chat window for client questions.

Using a third party app such as Livemessage, the Launchpad system can support active chat windows.

2.6.2.21. The system should have embedded GIS Mapping capabilities for analysis of service patterns in various neighborhoods and districts, identification of jurisdictions for eligibility.

Launchpad uses the application Maps, which can optimize and analyze service patterns. This application integrates natively with Launchpad, and can display multiple different layers of data easily to the end user and help make decisions usually based on geographic locations.

Testing

Upon completion of internal testing for each sprint, the project owner will be notified that the feature set for that sprint will be ready for testing, referred to as "User Acceptance Testing". Launchpad will conduct a configuration review/demo meeting with the customer. Once configuration is complete for that Sprint, the customer must test and approve what has been completed during that Sprint.

Implementation Plan

Implementation Phase	Milestones	Duration	Requirements	Responsibility of Tasks
Phase 0 - Project Planning & Setup		Month 1	-	Abelian: Diana
	Discovery & Architectural Design	Month 1	-	Abelian: Bryan & JA
	Launchpad Core Application Setup	Month 1	2.6.1.1., 2.6.1.2., 2.6.1.3., 2.6.1.6., 2.6.1.7., 2.6.1.8., 2.6.1.9., 2.6.1.10., 2.6.1.11.	Abelian: Deepthi & Alec
Phase 1 - Case Management		Months 2 - 7	-	Abelian: Deepthi & Alec
	Launchpad Case Management Configuration & Design, internal Application View and Processes	Months 2 - 7	2.6.1.4., 2.6.1.5., 2.6.1.12., 2.6.1.13., 2.6.2.6., 2.6.2.8., 2.6.2.13.	Abelian: Deepthi & Alec
	Automation, reporting and Alerts.	Month 7	2.6.1.10, 2.6.2.1., 2.6.2.7.	Abelian: Deepthi & JA
Phase 2 - Job Seeker Portal & Integration		Months 7 - 10	-	
	Integrations to Launchpad	Month 7	2.6.1.14.	Deepthi
	Job Seeker Dynamic Registration Flow & Community Customizations	Month 7-8	2.6.1.15., 2.6.1.16., 2.6.1.17., 2.6.2.12., 2.6.2.14., 2.6.2.17., 2.6.2.18.	Deepthi & JA
	Job Seeker Ad-Hoc Customizations based on feedback	Month 9	-	Deepthi & Alec
	Job Seeker Visual Updates	Month 10	-	Alec
Phase 3 - UAT Testing & Go Live Preparation		Month 11	-	

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	UAT Feedback Part 1	**Month 11**	2.6.3.1.	All Abelian to implement updates based on feedback. County's responsibility to provide feedback.
	UAT Feedback Part 2, Remote Training for Internal Team, and Training Documentation	**Month 11**	2.6.3.1.	All Abelian to implement updates based on feedback, provide training and documentation. County's responsibility to provide feedback.
	Go Live push to Production	**Month 11**	-	Abelian: Bryan, JA, Deepthi
Phase 4 – Go Live Support		**Months 12- 14**		
	Go Live Support for Ad-Hoc Items Requested			Abelian: Bryan, JA, Deepthi & Alec

Training Plan

2.8.1. Overview Of Proposed Training Plan/Strategy

Knowledge transfer is one of the keys to a successful implementation. Abelian will establish a well-defined knowledge transfer and training process that will provide your staff with a complete view of their new solution from introduction and basic usage patterns to system administration, development and configuration.

Specific to this implementation, Abelian will provide the following standard deliverables to support knowledge transfer: (1) Technical Release Notes, (2) System Administration Guide, and (3) End-user training guide. These documents will be made available to the client team members and end-users, and will become part of the online library of resources that can be leveraged as self-support or reference tool, even after the go-live phase.

For Pima County, we recommend the following:
- Easy to use, pictorial-based User Guides that contain step-by-step instructions and reminders.
- Live (web-based or on-location) Trainer-the-Trainer (TTT) or End User Training.
- Quick Reference Guides, FAQs, pictorial-based User Guides, and other documentation on the most essential processes for user groups.

We conduct training sessions via video call (ie Google Meet, Zoom, or other video conferencing tool), with the instructor sharing their screen while walking through navigation and actions step-by-step. We make sure beforehand that end users/trainees have logins and are able to access the system, so that during training they can follow along while watching the instructor demonstrate the steps. The instructor can be one of our staff, or one of the County's project team members, whichever the County prefers. Throughout the sessions the instructor will pause for questions to see that everyone is able to follow along, and time is reserved at the end of the session for Q&A.

Our training for system administrators includes an overview of the tools available in Launchpad, such as automation tools, field configurations, and report and dashboard tools. Due to the depth and breadth of the tools available in Launchpad, we are only able to cover the basics during our training time; however, there are many resources available online for system admins to learn more,

including official online tutorials available from https://trailhead.salesforce.com/en . In addition to the overview of Launchpad's capabilities, we also show and explain Launchpad's features and settings, as well as any specific configurations we built for the County. This training will be conducted by a member of our staff who has worked on the project and is familiar with the County's configuration.

Below you will find the training recommendations.

Training	Description
Virtual Training	1 hour - Administrator Training 2 hour - Train the trainer (staff/partner-subcontractors) 2 hour - End User Training (staff) All sessions to be recorded for customer use
Training Documentation	1 Userguide for Administrator Training 1 Userguide for staff/partner - customize

2.8.2. A description of the role of County and Proposer for training, including the design and implementation of the training plan, development of training materials, and level of Proposer assistance with training. Proposer must provide separate training for IT and Subject Matter Experts.

The content of the training sessions includes showing users the basics of navigating the system and how to perform common functions. We also develop content to show users how to perform actions that are specific to their role.

To develop a training plan, we will work with the County project team to determine which departments/teams will be using the system, and identify the job responsibilities and processes each user group will be performing. We use this information to tailor the content of the training sessions that we deliver to each team.

Complementary materials such as slideshows can be created by a member of the County project team to help provide users with a high-level understanding of how the new business processes will occur in the system. It's generally best to have County staff create this training material, since they have the best context and background with regard to the County's operations. During the training sessions, our staff will demonstrate each action users would take in the system and how

to navigate to perform their responsibilities. We recommend members of the County project team assist with facilitating the training sessions and be ready to help answer questions from the group during Q&A time.

Training content for system administrators will be provided by us, and won't require assistance from the County project team.

2.8.3. Class and course descriptions in the training plan. (Proposer should specify the unit of measure for its training (e.g., units, classes, days, etc.) and define the hours associated with these units of measure.)
We typically have separate training sessions for each department/team, so that we can tailor the content to provide the most relevant training to each group. Three to six hours of training per team is usually sufficient for users to feel comfortable with the system, and we usually divide that content into two or three sessions of 1.5-2 hours each. We can be flexible with this training schedule depending on the schedules and preferences of County staff.

Content for these sessions includes items such as:
- How to view your caseload
- Where to find reports and dashboards
- How to enroll a client in a program
- How to log services delivered to a client
- How to view documents

For system administrator training, a separate set of two or three sessions totalling three to six hours will be held.
- Content for system administrator training sessions includes items such as:
- How to create logins for new users
- How to adjust permissions for user profiles
- How to change the arrangement of page layouts
- Capabilities of automation tools
- Explanation of automations that are part of Launchpad and the County's specific configuration
- How to create reports and dashboards
- How to import and export data
- How to troubleshoot the most common issues users may experience

2.8.4. A description of how Proposer's out-of-the-box training will be modified to reflect County specific configuration.

Training for user groups and for system administrators will be modified from our out-of-the-box content to match the specific configuration implemented for the County. All training sessions will be conducted in an exact copy of the County's system, rather than a generic configuration, so users will see exactly what the navigation and screens will look like once the system goes live. And as mentioned above, we will work in coordination with the County project team to tailor the training content to match the actions and processes that each team will be performing in the system.

2.8.5. After go-live, Proposer must provide training opportunities at regular intervals, including but not limited to webinars, user conferences, annual onsite training, and newsletters.
All training sessions will be recorded, to provide the County with the ability to hold additional training sessions in the future. Additionally, we're able to provide future live training sessions at the County's request, either virtually or in person.

2.8.6. Training and support resources must be made available through the software or the Proposer's website and at a minimum must include FAQs and video training.
In addition to recordings of the training sessions, we will also provide a user guide document with screenshots and instructions for performing common actions and navigation. The user guide content will be tailored to match the specific configuration implemented for the county.

The user guide and training recordings will be deliverables; we will provide the County with the files so the County has ownership of the material and can make it available to users in any way the County prefers. We can also upload the files to Launchpad or incorporate links to them in Launchpad, so users can access the guide from within the system.

2.8.7. Proposer must bear all costs of transportation, lodging, and meals for its employees when onsite training is warranted or requested by the County.
Should onsite training be needed, we will cover the travel costs and related expenses for our employees participating in site visits.

Support Program

2.9.1. A description of Proposer's business support model that that will address product issue resolution and product enhancement for a sustained vendor-client relationship. The business support model must address each of the following:
• Proposer's customer support and maintenance services.
• The experience level of Proposer's support and service staff.
•The number of Proposer's customer service centers and locations.
• Provide information regarding scheduled maintenance periods.
• Proposer's process and frequency for updating the case management system.

Abelian will provide expert dependable on-going support to Pima County for 3 months post Go-Live. The on-going support is designed to optimize operations and address current and previous back-logged work that was introduced during the initial build.Whether the challenge is process complexity, automation, training or business expansion, Abelian offers a variety of support services including additional customizations, third-party app support, process consultation, and training to maximize each organization's efficiency.

Abelian's customer service does not have a designated customer service center/location as the team works remotely to provide support services to our clients across the nation. Additionally, Abelian has 4.5 years of experience providing support services to growing organizations and typically deploys updates to its case management system with two week deployments.

As Launchpad is built natively upon Salesforce you will be receiving the major upgrades they provide to their software which they release 3 times a year. Maintenance windows typically last less than 15 minutes during this time and typically occur off peak times. They are communicated months in advance by Salesforce, and posted online. Launchpad also provides 1 major update a year and will contact your team to coordinate any needed maintenance times beforehand.

2.9.2 A software service-level agreement shall be required containing clearly defined deliverables, to include guaranteed availability (via telephone and email), specific response times, and minimum qualifications for support staff.

• County staff must have access to support at a minimum between 7:30 A.M. and 5:30 P.M. local

Tucson, Arizona time (Mountain Standard Time).

We can offer support during 7:30 A.M. and 5:30 P.M. (Mountain Standard Time).

• Proposer support staff must be based in the United States.

Support Staff for your Team will be based in the United States

• Proposer support staff must acknowledge and assess any and all maintenance and support issues received from County staff within forty-eight (48) hours.

We can acknowledge and assess any and all maintenance and support issues received from County staff within forty-eight (48) hours for business workdays.

• Scheduled routine maintenance must be completed outside of standard CWD work hours. Such maintenance must not begin before 5:30 P.M. each weekday and must be completed before 7:30 A.M. each weekday. Deviation from these established times requires County's written approval. Salesforce, the base upon which Launchpad is built, typically does updates of their software application outside of scheduled working hours. For Launchpad on our package we will upgrade outside of working hours, or gain permission before proceeding.

• Proposer must include in their proposal a software escrow agreement naming County and its affected department(s) as beneficiary.

We can discuss in further detail with the PIMA team on an escrow agreement.

Client References

Detroit Employment Solutions Corporation

Contact information for reference verification:

Project Owner:	Sandra Walker, Senior Project Manager
Telephone Number:	Office: 313-788-7210, ext. 640
Email Address:	swalker@detempsol.org
Timeline:	July 2019 through June 2020
Project Costs:	$245,000.00 (Original Contract Phase 1) phases added since

Scope and Details

DESC is a part of the Michigan Works! Association, and is one of 16 Michigan Works! Agencies located around the state. Before partnering with Launchpad, DESC didn't have an effective way to track job seeker customer information and wasn't able to efficiently determine eligibility for federal programs.

Detroit recognized that its ability to achieve its system redesign goals largely depended on developing and adopting a state-of-the-art Workforce Information Management and Data Exchange System (WIMDES). In order to significantly increase residential employment, improve financial stability and reduce the poverty rate, DESC and its partners needed to transform the way workforce services were delivered and ensure that day-to-day activities and investment decisions became data-driven.

Launchpad Case Management 360 module gave DESC comprehensive data management. DESC can now ensure the accuracy and completeness of participant and program data, tracking employment outcomes, and validation of placements. The embedded tools within Launchpad allowed DESC to have a workflow automation process that included work queues, work routing based on user roles, and individual role-based work lists and reminders. Tools for tracking job seekers throughout the process, including a single-screen overview of all activity for a given jobseeker, training status, and attendance. The new system also simplified the referral process. Staff and partners can easily make referrals to other partners, with the capacity to track progress on the outcome of referrals where possible. Staff can see activity and case notes, and follow a participant along their service delivery journey.

Launchpad also created a custom portal for DESC to conduct workshops and employment services virtually. This custom portal gave job seekers the ability to search for jobs. Job seekers can also look up future instructor-led events and workshops to sign up and attend online through the portal.

Additionally, the portal has given them access to many videos to facilitate e-learning to continue job skill development and growth. DESC was able to leverage Launchpad to track pertinent data to report on how their services were performing back to the state and the federal government, allowing the government to fully understand the impact DESC continues to have on their local community.

San Francisco Office of Economic and Workforce Development Department (OEWD) First Source Hiring Portal

Contact information for reference verification:

Project Owner:	Elinoemi Asenloo, Regional Workforce Coordinator and Jobs Portal Project Manager
Telephone Number:	Office: (415) 701-4844
Email Address:	elinoemi.asenloo@sfgov.org
Timeline:	January 2020 through June 2021
Project Costs:	$500,000.00

Scope and Details

In 2015 the San Francisco Office of Economic and Workforce Development Department (OEWD) awarded Launchpad a competitive contract to redesign and develop their First Source Hiring Program Website and System. The scope of the project was to provide an updated website and jobs portal for employers and job seekers, a provider portal for the region's workforce development partners, and an analytics tool to provide real-time data on the program's performance. Additionally, Launchpad was contracted to provide Workforce Engagement and Supportive Services to help align the region's workforce development providers.

Launchpad implemented the first version of the First Source Hiring Program (FSHP) Jobs Portal. We created a front-facing website that is mobile responsive along with a searchable jobs portal for employers and job seekers. The providers have access to the Launchpad application. The collaboration between the staff and providers has streamlined the placing of job seekers with employers.

In 2020, Launchpad was awarded a new contract to upgrade and add new features to the latest version of Launchpad, and provide new functionality as well as provide the workforce ecosystem with an updated website. Here is a link to the site. https://workforcelinksf.org/en/

Chicanos Por La Causa, Inc.

Contact information for reference verification:

Project Owner: Andres Contreras, Executive Vice President Social Services & Education
Telephone Number: Office: 602-257-0700
Email Address: Andres.Contreras@cplc.org
Timeline: September 2020 through December 2020
Project Costs: $9,800.00

Scope and Details

Chicanos Por La Causa is a non-profit that was formed in 1969 in Arizona to fight discrimination against the Mexican American community. They advocated for equity in education, politics, and labor conditions. Our Project with Chicanos Por La Causa was to implement Launchpad's core Case Management system, upload Account & Contact data, and report creation and metrics. The implementation consisted of 3 Sprints and lasted for a total of 2 months, excluding support that was offered afterwards.

In terms of deliverables, we stood up the core Case Management system which helped Chicanos Por La Causa more efficiently target their mission of helping individuals and to fight discrimation, rather than having to search for information in several different places as they previously had to do. All communication was streamlined so that each Case had all relevant participant's information at a glance. In addition, we uploaded their core business contacts so they had a full service customer relationship solution to manage all contacts business accounts they needed to track. After the Case Management Implementation was completed, we created beautiful reports and dashboards for their team to track key metrics and see how their processes were helping them to achieve their target goals, or where improvement was needed. At the end of the Implementation, we provided training both to end users and to the Admin staff so that they were fully self-sufficient.

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Exceptions to the RFP

We do not have any exceptions to this RFP.

Sample Documents

Software Subscription Agreement

OEM Subscription Agreement
2022-2023

This Subscription Agreement ("**Agreement**") is entered into and effective as of the date executed upon signature of both parties between **Launchpad Careers, Inc.,** a Nevada corporation, having its principal place of business at 4199 Campus Drive, Ste. 550 Irvine CA 92612 ("**Launchpad**") and, [edit] ("**Customer**").

Launchpad and **Customer** wish to enter into an arrangement that will allow customers to utilize the Solution in accordance with the Terms and Conditions of this Agreement below:

Definitions

The following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Subscription Agreement:

1. **"Salesforce.com, Inc." (SFDC)** is a Software as a Service (SaaS) Customer Relationship Management (CRM) tool designed to leverage customer data, transactions and engagement for business opportunities, mainly, in sales, marketing and, to some extent, product development.
2. **"Software as a Service" (Saas)** is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted in the Cloud.
3. **"Cloud Computing" (Cloud)** enables ubiquitous access to shared pools of configurable system resources and higher-level services that can be rapidly provisioned with minimal management effort, often over the Internet.
4. **"Salesforce Application" (Application)** is a set of licensed functionality, often provided by

a party other than SFDC, that expands the functionality SFDCs core CRM.

5. **"Launchpad"** is an Application (OEM Managed Package) to SFDC's CMS that extends SFDC's base functionality using custom objects, programming and specific configuration, aka IP, designed to meet the needs of the Workforce Development Industry.

6. **"Intellectual Property"(Launchpad IP Rights)** is all custom objects, programming and configuration included in the Launchpad OEM Managed Package, and is the subject of this agreement. See **Reservation of Rights** for more detail.

7. **"OEM Managed Package"** is the distributed Launchpad IP that has met the rigor and earned the approval of SFDC for distribution as a Managed Package.

8. **"Managed Package"** is a collection of application components that are posted as a unit on AppExchange, and are associated with a namespace (Launchpad Cloud) and a Licensed Management Organization (Launchpad Co.), and differ from unmanaged packages by having some locked components, allowing the managed package to be upgraded later.

9. "**Combined Solution" (Solution)** means the SFDC license in combination with the Launchpad Managed Package.

10. **"Organization" or "Org" (Instance)** means a unique instance of the Solution that contains Customer Data held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access) in the Cloud accessible at login.salesforce.com.

11. **"Customer Data" (Data)** means all information entered or uploaded, or otherwise added to the Instance by the Customer or other means, which is accessible to the Customer via the Solution for the duration of the agreement or otherwise available via Data Export files at agreement termination.

12. **"Data Export"** is to convert data in the Solution for external use into a CSV file format, or formats available through SFDC, for use without the Solution.

13. **"Customer"** means an entity that purchases one or more annual License(s) and is bound by this agreement.

14. **"License"** means active use to the Solution, for a defined number of Users, for the duration of this Subscription Agreement.

15. **"Subscription Agreement" (Agreement)** sets the effectiveness date and end date of the License, which represents the duration of the Agreement.

16. **"Agreement Renewal" (Renewal)** is the option to renew the original agreement or extend the original terms for an additional, specified time as a covenant to the original agreement.

17. **"Term Start Date"** is synonymous with this Agreement's Effective Date and is defined by the date that this Agreement received its' final signature by an authorized Party representative, thereby becoming fully executed.

18. **"Agreement Renewal Date" (Renewal Date)** is synonymous with this Agreement's Final Cancellation Date and represents the specific date by which Customer, in accordance with the termination process defined herein, must take appropriate action to prevent an unintended termination or automatic renewal of this Agreement.

19. **"Term End Date"** represents the Parties' agreed-upon date that their respective rights and obligations pursuant to this Agreement shall become ineffective, as defined herein.

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20. **"Agreement Termination" (Termination)** is the conclusion of the Agreement which occurs on the Termination Date or when termination conditions are met by any method or reason outlined within.
21. **"Agreement Termination Date" (Termination Date)** date of the Termination.
22. **"Data Separation"** is an act of providing the collected Data captured in the Solution, during the agreement period, as a Data Export, the Big Schema and the implementation Guide to the Customer.
23. **"Big Schema"** is an SFDC object pictorial of the data structures used to define the relationships between the data elements within the Solution.
24. **"Implementation Guide"** is a text document that provides implementation details of the Solution that includes data structures, non-IP coding and processes, and workflows.
25. **"Platform License"** is the SFDC license type "Platform" which provides the User access to Launchpad and is made available in this agreement.
26. **"Development License"** is the SFDC license type "Salesforce" provisioned for use by Launchpad and it's designated implementation partner. Launchpad and partner will retain one license after implementation.
27. **"Admin User"(Admin)** is a set of privileges that can be assigned to a Platform License user of the Solution that grants rights to manipulate the configuration of the Solution, and to provide direct support to other License users of the Solution within the Instance.
28. **"User"** means a Customer employee, consultant, contractor, partner, representative, agent or other individual (including an authorized Reseller employee or agent) for whom a License may be provisioned and for whom credentials have been Activated for use.
29. **"Activated"** is the process of confirming a username and password (Account) on the SFDC Instance and provisioning a Platform License.
30. **"Deactivate"** is the removal of the provisioned License from the Account - making the License available for provisioning.
31. "**AppExchange**" means the online directory of applications that interoperate with the SFDC, located at http://www.salesforce.com/appexchange or at any successor websites.

Terms & Conditions

Provision of Service

Launchpad shall make the Solution available to Customer pursuant to the terms and conditions set forth in this Agreement. In addition to the terms of this Agreement, Customer's use of the Solution shall also be subject to the terms of SFDC, master subscription and end-user agreements, which are available at **www.salesforce.com/company/legal/**.

Term

The "Effective Date" of this Agreement is the date it is accepted by an authorized representative of Customer and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months (the "Initial Term"). *Following the initial term,*

unless written notice of intent not to renew is provided by either party **on or before the Final cancellation date to stop auto renewal,** this Agreement shall be automatically renewed on an annual basis and billed annually.

Please see Fees, Payments and Renewal Cancellation Dates for details.

User

Each User of the system must be provisioned a separate Platform License for their Account. Sharing of a License or an Account is strictly prohibited by Launchpad and is a direct violation of this agreement. The name and title of each provisioned User must be captured in the User's Account details in the Solution.

Accounts with Activated Licenses, and Licenses assigned to a User, may be Deactivated during the agreement period. Accounts that are Deactivated will not have access to the Solution. Deactivated Licenses may be reprovisioned to other Users during the agreement period.

Customers may increase the number of Licenses from the units defined in this agreement by submitting a written request directly to Launchpad. Any such License increase shall be coterminous with the term of the executed Agreement; and pricing for the additional Licenses shall be the same as the above rate, prorated for the remainder of the Agreement term. Licenses added at Renewal will be at the full rate.

Admin User

An Admin is an Active Platform License User of the Solution that has a privilege set (Permissions) that grants rights to manipulate the configuration of the Solution, and to provide direct support to other Users of the Solution within their Instance.

OEM Platform License Access and Restrictions

SFDC Platform Licenses are designed for users who only need access to custom apps, known as the Solution, and NOT the standard CRM functionality. Salesforce Platform users DO have access to the "core" Salesforce Standard Objects and functionality via the Solution:

- Accounts
- Contacts
- Reports
- Dashboards
- Customer Tabs

SFDC Platform License does restrict access to the following Standard Objects and functionality

and are NOT a part of the Solution:

- Leads
- Opportunities
- Forecasts
- Cases
- Solutions

Customers may create additional custom objects, with Launchpad approval. Objects made available by the Solution, and those accessible to the Platform Licenses, are the only objects Licensed for use by the Customer in this Agreement.

Product Support.
Launchpad utilizes our certified partners to provide the implementation of services. Launchpad will contract directly with customers for licenses which will provide access to our product(s). The customer may opt to have a separate contract directly with our certified partners for the services rendered.

Post Support.
If a customer has not set up a post technical support package, the customer may opt to add. Post support will require a minimum 10 hours prepaid to be set up. Inquiries should be directed to your Account Manager. Authorized Administrator users are those that have Admin privileges within your organization and may approve support cases accordingly.

Upon discussion and agreement of the post support, you may submit your requests via email to support@launchpadco.com. Additional details listed on the Support Service Level Agreement. Support requests should be submitted by individuals authorized by the Customer and include a brief description of the issue and their contract information. Support requests may also be submitted via the Launchpad Support Center at https://launchpadco.com/support-center/.

Use of the Service

Launchpad Responsibilities
Launchpad and its Implementation Partners shall: (i) in addition to its confidentiality obligations, not use, edit or disclose to any party other than Customer the Customer Data; (ii) provide reasonable telephone and standard login support needs as related to licensing to Customers Users (either directly or through salesforce.com in accordance with its terms); and (iii) use commercially reasonable efforts to make the licencing Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Launchpad shall give at least 4 hours notice and

which Launchpad shall schedule to the extent reasonably practicable during the weekend hours; or (b) downtime caused by circumstances beyond Launchpad's reasonable control, including acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems not involving Launchpad employees, computer or telecommunications failures or delays involving hardware or software not within Launchpad's possession or reasonable control, and network intrusions or denial of service attacks.

Customer Responsibilities
Customers are responsible for all activities that occur under User accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the

Solution, and notify Launchpad promptly of any such unauthorized use; and (ii) comply with all applicable local, state, federal, and foreign laws in using the Service.

Use Guidelines
Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing malicious or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

Implementation
Under the direction of an internal Launchpad dedicated resource, we will utilize implementation partners to provide configuration and development work, data migration and assist in solution design and/or support. Launchpad does not warrant any such third-party implementation or any of their services. (ie, add on applications)

Launchpad and Implementation Roles
Below you will find your Launchpad Team participation:
- ***Jonathan Luong, Customer Success Manager*** - Responsible for translating the client's goals and participating on customer kickoff calls. Communicates with customer executives to ensure overall success of the project and expectations are being met.
- ***Jerri Anne Armendariz, Product Manager***- Responsible for reviewing and approving the

Business Requirement Document confirming the solution design is approved prior to development. Oversees, internal product control and quality assurance.

- ***Launchpad Partners:*** Launchpad has trusted certified system implementation partners that will be part of lead and owner of the implementation and/or assist with our support cases as needed. Responsible for implementing all system configuration & enhancements, conducting end-user training and facilitating administrator knowledge transfer.

Customer Data. Customer Data shall be considered confidential Information subject to the terms of this Agreement. Launchpad may access Customer Data, solely to respond to service or technical problems or at Customer's request or as otherwise permitted under this Agreement.

Fees & Payment . License Fees (Fees). The fees for the initial year of the Agreement:

License Description	UNITS	RATE	PRICE
Launchpad Platform License w/Shield (Salesforce OEM) **Effective Dates: July 2022 through June 2023**	1		$0
Launchpad Admin License w/ Shield (Salesforce OEM) **Effective Dates: July 2022 through June 2023**	1		$0
Launchpad Developer Partner Admin License **Effective Dates: July 2022 through June 2023**	1	n/c	n/c
Provider Licenses **Effective Dates: July 2022 through June 2023**	1		$0
Community Licenses **Effective Dates: July 2022 through June 2023**	1		$0
Total			**$0**

The License fee is a per User access fee to the solution. Fees are based on the total number of Licenses, not the extent of actual usage. Fees are non-refundable, and the number of Licenses purchased cannot be decreased during the term of the Agreement. Because Fees are based on monthly units, Licenses purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

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1. **Payment Terms.** Upon a fully executed signature of the Agreement, payment for licenses referenced above will be due according to the Payment Terms. Delay in payment may result in suspension of access to the Solution for all Users. Subsequent renewal periods will be invoiced in advance of the Renewal Date. Initial_____

2. **Renewal Date.** The Renewal Date is used to provide you the actual provisioned date in which your licenses will renew. Your Renewal Date:

   Your Renewal Date: Month and Date annually
   Initial_____

3. **Final Cancellation Date.** If the customer determines the Agreement will not be renewed or requests a reduction of Licenses, Customer will send written notice to Launchpad *on or before the date referenced, Final Cancellation Date.*

   i.   **Reminder notice from Launchpad**
        1. **Date: 2 months prior to Renewal Date, annually**

   ii. **Final Cancellation Date:**
        1. **Date: 1 month prior to renewal date, annually**
        2. **Initial: _____**

   iii. **Renewal Invoice and Agreement sent:**
        1. **Date: 15 days before renewal date, annually**
        2. **Initial: _____**

   iv. **Renewal Invoice Due:**
        1. **Date:15 days before renewal date , annually**
        2. **Initial: _____**

1. **Overdue Payments.** Any payment not received from Customer by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
2. **Suspension of Service.** Launchpad reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full or defaults are remedied.
3. **Discontinuation of Service.** Should this Agreement terminate by any method or reason

outlined within, Customer access to the Solution will cease at midnight on the Termination Date. Within ten (10) days, Launchpad will provide Customer with the Data Separate files as the final distribution of Data to Customer. The Customer has ten (10) days to review and confirm data receipt. Data will no longer be available for extraction thirty (30) days after Agreement termination.

4. **Taxes.** Launchpad's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customers are responsible for paying all Taxes, excluding only taxes based on Launchpad's income. If Launchpad has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Launchpad with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. **Billing and Contact Information.** Customers shall maintain complete and accurate billing and contact information on the Solution at all times.

6. **Reservation of Rights.** Customer acknowledges that in providing the Solution, Launchpad utilizes (i) the WorkForce 2.0, Launchpad and salesforce.com names and logos, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Launchpad Technology**") and that the Launchpad Technology is covered by intellectual property rights owned or licensed by Launchpad (collectively, "**Launchpad IP Rights**"). The Launchpad Technology includes the application and customizations that Launchpad developed for Customer whether made at Customer's direction or otherwise, and as between Customer and Launchpad, Launchpad owns all rights to the Launchpad Technology except for the rights expressly granted in this Agreement. Except as expressly set forth in this Agreement, no license or other

7. rights in or to the Launchpad Technology or Launchpad IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

8. **License Grant.** Launchpad grants Customers and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-licenseable right to access and use the Solution in accordance with the terms of this Agreement. This Agreement covers 365 days and upon Renewal Date will receive an update for execution.

9. **Scope of OEM Services.** Unless otherwise specified Solution may be accessed by no more than the specified number of Licenses. The Solution may only utilize the minimum number of OEM Service components (e.g., custom objects) required to deliver the Reseller Application (Solution) in the form and with the functionality approved by SFDC. ***SFDC reserves the right to review modifications to the Reseller Application. Any additional***

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OEM Service components required as a result of such Reseller Application modifications shall be subject to SFDC approval. Customers may not increase the number of custom objects beyond that provided in the Reseller Application, nor may they develop applications for internal use or install additional applications in connection with the OEM Services included in the Combined Solution. In addition, certain OEM Services may be subject to additional terms as set forth in the Product Catalog. **Initial _____**

10. **Restrictions.** Customer, with Launchpad written approval is allowed to (i) modify, copy or create derivative works based on the Solution or Launchpad Technology; (ii) create Internet "links" to or from the Solution, or "frame" or "mirror" any content forming part of the Solution, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Launchpad Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Solution other than to incorporate additional grants, programs or program functions into the existing Launchpad implementation.

Upon completion of the designed and developed customer application, customer may create customer objects or leverage our objects for additional functionality, subject to the following items:

- Launchpad will need to review and approve the customer written statement providing the intended use of any related objects to be considered for development in conjunction with the Launchpad application. This is to safeguard and warrant the Launchpad environment and functionality.
- Customers may need to purchase a Salesforce license to specifically configure and/or develop within the approved related objects.
- In the event the customer discontinues the Launchpad application;
    - Launchpad will not be held liable for any impact or technical issues caused by removing or uninstalling the Launchpad Managed Package
    - Customers will need to demonstrate removal of the Launchpad Managed Package and send supporting documentation. (ie,object list)

Initial _____

2. **Confidentiality.**

    1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of

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this Agreement, business and marketing plans, technology and technical information, Customer Data and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

3. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

4. **Compelled Disclosure**. If the Receiving Party is compelled by law to disclose confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 2, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

3. **Warranties & Disclaimers.**

   1. **Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Launchpad represents and warrants that (i) it owns or otherwise has sufficient rights to the Service and the Launchpad Technology to grant the rights and licenses granted herein; and (ii) the Service and Launchpad Technology do not infringe any intellectual property rights of any third party.

   2. **Disclaimer.** Except as expressly provided herein, Launchpad makes no warranty of any kind, whether express, implied, statutory, or otherwise. Launchpad hereby specifically disclaim all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

4. **Mutual Indemnification.**

   1. **Indemnification by Launchpad.** Subject to this Agreement, Launchpad shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings

("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of, or has otherwise harmed, a third party; <u>provided</u>, that Customer (a) promptly gives written notice of the Claim to Launchpad; (b) gives Launchpad sole control of the defense and settlement of the Claim (provided that Launchpad may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Launchpad, at Launchpad's cost, all reasonable assistance.

2. **Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold Launchpad harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Launchpad by a third party alleging that the Customer data infringes the intellectual property rights of, or has otherwise harmed, a third party; <u>provided</u>, that LaunchPad (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Launchpad of all liability); and (c) provides to Customer, at the Customer's cost, all reasonable assistance.

5. **Limitation of Liability.**
   1. **Limitation of Liability.** In no event shall Launchpad's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the lesser of $100,000 or the amounts actually paid by Customer hereunder.
   2. **Exclusion of Consequential and Related Damages.** In no event shall either party have any liability to the other party for any lost profits, loss of use, cost of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage.
   3. **Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.

6. **Term, Termination, and Perpetual Software License Right.**
   1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
   2. **Term of User Subscriptions.** User subscriptions commence on the Effective Date and continue for one year from such date. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives Launchpad notice of termination, or before the Final cancellation date to stop renewal, the end of the relevant subscription term.

3. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4. **Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Launchpad prior to the effective date of termination.

5. **Return of Customer Data**. Upon request by Customer within 30 days of the effective date of termination, Launchpad will make available to Customer to download the Data Separation file (in the format that Launchpad customarily uses at such time or such other format as Customer may reasonably request). After such a 30-day period, Launchpad shall not maintain or provide any Customer Data; data shall be removed from Launchpad's customer platform.

6. **Perpetual Software License Right.** Customers are entitled to an unmanaged version of the application, with non-exclusive rights for unlimited use if the vendor at any time either fails to issue essential updates for 12 consecutive months, enters into receivership, or ceases to operate as a going concern.

7. **General Provisions.**

    1. **No Benefit to Others.** The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

    2. **Notice.** All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth at the beginning of this Agreement evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

    3. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

    4. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement together with all rights and obligations hereunder, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of

no effect. Subject to the foregoing, this Agreement shall bind and enure to the benefit of the parties, their respective successors and permitted assigns.

5. **Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflicts of laws provisions.

6. **Venue.** The state and federal courts located in Orange County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

7. **Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

Payment Terms

The following outlines Launchpad payment schedule and invoice to follow:

Milestone/ Description	Due Date	Amount
Launchpad Platform License	Due Upon Commencement	$
Implementation Services - direct w/partner		n/a
Technical Support - Post Go Live - 25 hours / $200 per hour	Upon 30 days prior to project completion	$
Total		

Service Level Agreement

MASTER SERVICES AGREEMENT

1. SERVICES; STATEMENTS OF WORK

1.1   Services; Statements of Work.

(a)   Statements of Work. Abelian shall provide services to Customer as set forth in writing in Statement of Work No. 1 to which this MSA is attached and as set forth in one or more additional mutually executed statements of work incorporating the terms of this Agreement by reference (all such statements of work, each a "Statement of Work" or "SOW" and all services described in each SOW, the "Services").   Each Statement of Work shall describe the Services that Abelian has agreed to provide to Customer and Customer has agreed to purchase from Abelian and other applicable terms and conditions related thereto. Statements of Work shall be subject to all of the terms of this MSA and shall become part of the Agreement (as such term is defined in Statement of Work No. 1). In the event of any conflict or inconsistency between any Statement of Work and this MSA, the applicable Statement of Work shall prevail. No Party shall have any obligation to negotiate or enter into any proposed additional Statement of Work. A template Statement of Work is attached hereto as Statement of Work No. 1, although the Parties may mutually agree on any form of Statement of Work they deem appropriate under the circumstances.

(b)   Pricing. Abelian typically provides and prices its Services on an hourly basis for time actually worked by Abelian Personnel (hereinafter defined). Unless otherwise set forth in an SOW, Abelian makes no representation, warranty or guarantee that a Deliverable will be completed during any specified period of time. Each SOW may specify the term of the engagement, the team of Abelian engineers (the "Development Team") anticipated to be providing Services and the hourly rates applicable to such Services. Abelian may change individual Development Team members to similarly qualified personnel during the Term and may add additional Development Team members to provide Services hereunder or under any SOW, all as determined appropriate by Abelian.

(c)   Change Orders. Any existing Statement of Work may be modified only by a written order signed by both Parties that refers both to this MSA and to the associated Statement of Work and makes changes or other modifications to such referenced Statement of Work (each a "Change Order"). Any reference to a Statement of Work in this Agreement will also be deemed to refer to all Change Orders referencing such Statement of Work.

(d)   Estimates. Any Fees and/or expenses and/or timelines, delivery dates and/or similar deadlines specified in a Statement of Work as "estimates" (or similar wording) are not fixed and will be subject to change based on actual results, including events that may be outside of Abelian's control. Abelian will use commercially reasonable efforts to adhere to all estimates stated in any Statement of Work and to notify Customer when Abelian reasonably believes that estimates have changed.

1.2   Customer Obligations. Customer shall cooperate with all due speed with Abelian with respect to Abelian's performance of each Statement of Work and shall provide such materials and support as are required to be provided by Customer under each Statement of Work. Customer shall assign appropriately qualified/knowledgeable personnel to interface with Abelian and such personnel shall have appropriate authority to give necessary approvals for Abelian's Services as contemplated by the applicable SOW. Customer shall ensure that its personnel who interface with Abelian conduct themselves in a professional and courteous manner. Customer will remove from the Abelian relationship upon Abelian's reasonable request any Customer personnel

who behave in an unprofessional manner toward Abelian and/or its personnel. Customer acknowledges and agrees that (a) Abelian's timely performance is dependent in part on Customer's reasonable cooperation under this Agreement, any applicable Statement of Work and Customer's compliance with the standards set forth in this paragraph and (b) Abelian's ability to perform may be delayed or prevented if Customer does not fulfill such obligations. Abelian shall have no liability for any delay or other inability to perform caused by Customer or its personnel.

1.3 Abelian Personnel.

(a) Abelian shall be free in its reasonable discretion to subcontract any obligations under this Agreement without the prior written consent of Customer. Abelian shall cause any subcontractors to comply fully with all terms and conditions of this Agreement. References in this Agreement to "Abelian Personnel" shall include all employees of Abelian, all subcontractors of Abelian and all employees and contractors of such subcontractors, in each case who perform Services on behalf of Abelian under this Agreement.

(b) As between Abelian and Customer, Abelian shall be fully and solely responsible for the compensation of all Abelian Personnel who perform the Services hereunder and the filing of any and all returns and reports and the withholding and payment of all applicable federal, state, and local wage tax, or employment related taxes, including income taxes, gross receipt taxes, taxes measured by gross income, Social Security taxes, and unemployment taxes for Abelian and Abelian Personnel.

1.4 Acceptance of Deliverables. Acceptance of a Deliverable shall be deemed to have occurred ten (10) calendar days following Customer's receipt of such Deliverable absent any written communication from Customer to Abelian rejecting the Deliverable. If Customer rejects any Deliverable, Customer shall specify in writing (email sufficient) the manner in which the Deliverable does not materially conform to this Agreement or the SOW.

2. PROPRIETARY RIGHTS

2.1 Subject to Customer's obligation to pay in full for all Services as required by this Agreement and any applicable SOW, with respect to completed items actually delivered to Customer upon completion of Services as contemplated under any Statement of Work ("Deliverables"): (a) Customer shall own the tangible embodiment of such Deliverable (but not any intellectual property embodied or embedded therein) and (b) Customer shall have a non-exclusive, worldwide, fully paid, royalty-free, perpetual, irrevocable, transferable right and license in and to all intellectual property (including all source code) included, embodied or embedded in such Deliverable, which license shall include rights to sublicense through multiple levels of sublicensees, to use, reproduce, make, have made and sell such Deliverable, in each case for the purpose for which such Deliverable was procured hereunder; provided that no rights to create additional copies or derivative works of the applicable Deliverable are included in such license and no use of any intellectual property separate from such specific Deliverable is permitted under such license. Except for the limited license granted herein, Abelian reserves all rights in and to all intellectual property and source code included in any Deliverables or otherwise developed or used by Abelian in the course of performing Services and nothing contained in this Agreement

shall be construed as conveying any other right or license in such intellectual property and source code, by implication, estoppel, or otherwise.

2.2 Unless expressly provided otherwise in an SOW, Abelian does not provide, license or resell any third party software applications (or similar products), including, without limitation, Salesforce, SMS 360, Google Docs, Google Meetings, Krow, Basecamp and Docusign. To the extent that Customer requires access to any such third party products in order to receive or use Services hereunder, Customer must obtain its own accounts, licenses or copies of such third party products ("Customer Provided Products") and Customer will be responsible for any and all fees or other payments to such third parties for use of their products.

2.3 If and to the extent that Customer must provide Abelian access to Customer Provided Products or to the extent that Customer provides to Abelian any other materials, designs, ideas, suggestions and/or intellectual property (including, for example, logos, trademarks, artwork, photos, video, music, etc.) ("Customer Provided Material"), in each case, for use in providing Services or including in Deliverables, Customer represents, warrants and promises that Customer either owns or has all necessary rights and licenses to use and provide to Abelian such Customer Provided Products or Material for the uses contemplated by this Agreement and Customer hereby grants to Abelian and Abelian Personnel a non-exclusive, royalty free license to use the Customer Provided Material solely to perform Services and produce Deliverables as contemplated by this Agreement and the applicable Statement of Work. Customer shall be responsible for the accuracy, completeness and propriety of information concerning Customer and/or its client's products and services which Customer may furnish to Abelian verbally or in writing in connection with the performance by Abelian of this Agreement. Abelian shall have no duty or responsibility to review any Customer Provided Material for accuracy or to confirm or verify that appropriate releases and permissions have actually been obtained. Except for the non-exclusive license to Abelian to perform Services hereunder, Customer or its applicable third-party licensor shall retain all right title and interest in and under all Intellectual Property Rights in and to all Customer Provided Material.

3. PAYMENT OBLIGATIONS

3.1 Fees. Customer shall pay Abelian the fees for Services as set forth in the applicable Statement of Work for such Services ("Fees").

3.2 Expenses. Customer shall reimburse Abelian for all reasonable out-of-pocket expenses necessarily and actually incurred by Abelian in connection with providing the Services, unless otherwise provided in an applicable Statement of Work. For clarity, unless otherwise specified in a Statement of Work, the Fees do not include out-of-pocket expenses, which expenses, to the extent incurred by Abelian, will be billed to Customer in addition to the Fees.

3.3 Invoices and Payment. Unless otherwise specified in the Statement of Work, Abelian shall invoice Customer in arrears for Fees and expenses chargeable hereunder monthly, including for time actually worked by Abelian Personnel on an hourly basis during such month, provided that Abelian reserves the right to request that Customer pay reimbursable expenses in advance. For Statements of Work specifying a project-based fixed fee, Abelian shall invoice Customer in accordance with the payment schedule listed on the applicable Statement of Work. Customer shall pay each invoice via check or wire transfer within thirty (30) days of receipt of

invoice. All invoiced amounts shall be expressed in U.S. Dollars, and Customer shall make all payments hereunder in U.S. Dollars. Any payment amount remaining unpaid when due will be subject to a late payment fee of 10% per annum of the outstanding amount or the maximum permissible by law. Customer will be liable for all legal and other expenses associated with collecting any overdue payment amounts.

   3.4 <u>Taxes.</u> Customer shall bear all local, state and federal sales, use, gross receipts, excise, import or export, value added or similar taxes, duties, fees, assessments or levies ("Taxes"), if any, legally imposed in connection with the fees paid to Abelian hereunder. Abelian shall separately state on each applicable invoice, and Customer shall pay, any Taxes; provided, however, that Customer shall not be responsible for franchise taxes applicable to Abelian or taxes on Abelian's net income, profits, business assets, or ad valorem personal property.

4. **CONFIDENTIALITY**

   4.1 <u>Confidentiality</u>.

   (a) <u>Confidential Information</u>. "Confidential Information" means all technical, business, financial and other information of a Party that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information and information relating to any clients or customers of such Party.

   (b) <u>Use and Disclosure</u>. Each Party ("Receiving Party") may be granted access to Confidential Information of the other Party ("Disclosing Party") during the Term. The Receiving Party shall: (i) strictly preserve and protect the confidentiality of the Disclosing Party's Confidential Information and not disclose such Confidential Information to any third party other than the Receiving Party's employees, subcontractors and agents who have a need to receive such Confidential Information and who are subject to nondisclosure obligations at protective as those set forth herein; and (ii) refrain from using the Confidential Information of the Disclosing Party except as contemplated in this Agreement. In no event, will the Receiving Party use less care to prevent unauthorized disclosure or use of the Confidential Information of the Disclosing Party than the Receiving Party uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. Notwithstanding the foregoing or the definition of Confidential Information, the Receiving Party shall have no obligation with respect to information that the Receiving Party can demonstrate (and such information shall not be Confidential Information): (A) is or becomes publicly available through no act or omission of the Receiving Party; (B) is lawfully obtained from a third party without restrictions on disclosure; (C) is independently developed by the Receiving Party without access to such information; or (D) was rightfully in possession of, or known to, the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party. Furthermore, the Receiving Party may disclose the Confidential Information of the Disclosing Party if the Receiving Party becomes legally compelled to disclose such Confidential Information (whether by judicial or administrative order or applicable law, rule or regulation), provided that the Receiving Party so compelled shall use commercially reasonable efforts to avoid such disclosure and to provide the Disclosing Party with prompt notice

thereof so that the Disclosing Party may seek a protective order or other appropriate remedy to prevent such disclosure. If such protective order or other remedy is not obtained prior to the time such disclosure is required, the Receiving Party will only disclose that portion of such Confidential Information of the Disclosing Party the Receiving Party is advised by counsel it is legally required to disclose. For clarity, Customer acknowledges that the source code included in any Deliverable shall be and remain the Confidential Information of Abelian.

(c) Confidentiality of Agreement. The terms and conditions of this Agreement, and the existence hereof, shall be each Party's Confidential Information, provided that either Party may disclose such Confidential Information: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of such Party; (d) in connection with the requirements of an initial public offering or securities filing; (e) in confidence, to accountants, banks, and financing sources and their advisors; (f) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (g) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

(d) Injunctive Relief. The Receiving Party acknowledges that the unauthorized disclosure or use of such Confidential Information may cause irreparable harm to the Disclosing Party, which harm cannot be compensated by damages alone. Therefore, in addition to all other rights and remedies at law and in equity, the Disclosing Party may seek an injunction to prevent a violation of the obligations of confidentiality.

(e) Deletion and Destruction of Confidential Information. Within thirty (30) days after any termination or expiration of this Agreement or receipt of any written demand from the Disclosing Party, the Receiving Party shall: (a) delete all copies of the Confidential Information from the Receiving Party's technology, computer and storage systems and media and destroy any and all tangible copies of such Confidential Information; and (b) deliver to the Disclosing Party a certificate signed by an officer or duly authorized employee of the Receiving Party certifying that the Receiving Party has complied with the foregoing requirement. The obligations of Receiving Party to return or destroy Confidential Information shall not apply to (a) copies of any information, including Confidential Information, that Receiving Party reasonably believes is required to be retained in order to comply with any applicable laws, regulations, judgments, orders or decrees or to satisfy internal compliance policies and procedures and (b) electronically stored copies (such as archival or backup copies) that are impractical to delete from the Receiving Party's computer systems; provided that all obligations of confidentiality and non-use of such Confidential Information hereunder shall continue to apply with respect to such items described in clauses (a) and (b) retained by the Receiving Party in accordance with the terms of this Section 4. Nothing in this paragraph shall require Customer to delete or return any source code that is included in any Deliverable for which Customer has fully paid for.

5. REPRESENTATIONS AND WARRANTIES

5.1 Mutual Representations and Warranties. Each Party represents and warrants as of the Effective Date and at all times throughout the Term: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by such Party and performance of its obligations hereunder comply

with all applicable laws, rules and regulations (including privacy, export control and obscenity laws); (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (d) neither the execution nor performance of this Agreement will violate any agreement to which it is a party or by which it is otherwise bound.

5.2   Services Warranty. Abelian warrants that the Services will be performed in a professional and competent manner in accordance with the applicable Statement of Work and generally accepted industry standards by appropriately qualified and trained Abelian Personnel.

5.3   Customer Warranty. Customer represents, warrants and covenants that it will not make any representation or warranty to any client or other business partner of Customer to whom any Services or Deliverable produced by Abelian hereunder is ultimately delivered, other than those warranties expressly set forth in Section 5.2. If and to the extent that Customer makes any additional warranty or representation to any such client or other business partner of Customer, Customer shall be solely responsible for such warranties and representations and shall indemnify Abelian against any claims made by its clients or business partners against Abelian in accordance with Section 6 below.

5.4   Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ITEMS OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND EACH PARTY HEREBY DISCLAIMS THE SAME.

6.   INDEMNIFICATION

6.1   Indemnification. Each Party (in such capacity, the "Indemnifying Party"), at its own expense, will defend, indemnify and hold harmless the other Party, its affiliates and their respective directors, officers, employees, agents and customers (collectively in such capacity, the "Indemnitees") from and against any claim, demand, action, class action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses (including attorneys' fees) arising therefrom ("Claims"), brought by any third party against any Indemnitee to the extent that such Claim is based on, asserts, or arises out of: (a) a breach by the Indemnifying Party (or its employees or contractors) of any covenant, representation or warranty set forth in this Agreement; (b) any physical injury to persons or damage to property resulting from any act or omission of the Indemnifying Party (or its employees or contractors); or (c) the fraud, gross negligence or willful misconduct of the Indemnifying Party (or its employees or contractors).

6.2   Indemnification Procedure. The obligations of each Party as an Indemnifying Party under this Agreement to defend, indemnify and hold harmless the applicable Indemnitees shall be subject to the following: (a) the Indemnitee shall provide the Indemnifying Party with prompt notice of the Claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve the Indemnifying Party of its obligation to defend, indemnify and hold the Indemnitee harmless to the extent it reasonably demonstrates that its defense or

settlement of the Claim was adversely affected thereby; (b) the Indemnifying Party shall have sole control of the defense and of all negotiations for settlement of such Claim; provided, however, that the Indemnifying Party shall not settle any claim unless such settlement completely and forever releases the Indemnitee from all liability with respect to such Claim or unless the Indemnitee consents to such settlement in writing (which consent shall not be unreasonably withheld); and (c) the Indemnitee shall cooperate with Indemnifying Party in the defense or settlement of any such claim or suit; provided, however, that the Indemnitee shall be reimbursed for all reasonable out-of-pocket expenses incurred in providing any cooperation requested by Indemnifying Party. Subject to clause (b) above, the Indemnitee may participate in the defense of any claim or suit in which the Indemnitee is involved at its own expense. In no event shall any Indemnifying Party have any obligation under this Section 6 with respect to any Claim settled by the Indemnitee without the Indemnifying Party's written consent.

7. LIMITATION OF LIABILITY

7.1 Limitations of Liability.

(a) EXCEPT FOR A PARTY'S OBLIGATIONS OF INDEMNITY UNDER SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY, ITS AFFILIATES OR LICENSORS SHALL BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF PROFITS, DATA, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS RESULTING FROM OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT; AND

(b) IN NO EVENT SHALL THE TOTAL LIABILITY OF ABELIAN UNDER THIS AGREEMENT (INCLUDING SECTION 6) EXCEED THE GREATER OF $25,000 AND THE TOTAL FEES PAID OR PAYABLE TO ABELIAN HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

(c) A Party's failure to bring a claim in writing against the other Party within six (6) months after the date on which the claiming Party becomes aware, or reasonably should be aware, of the events giving rise to the claim constitutes a waiver of such claim.

7.2 Insurance. Each party will obtain and/or maintain during the Term of this Agreement general liability and other insurance with such coverage and in such amounts as is substantially in accordance with general industry standards (for its industry, as applicable). Each party will provide evidence to the other party of all insurance that it maintains upon reasonable request.

8. TERM AND TERMINATION

8.1 Term. This Agreement will take effect on the Effective Date and, unless earlier terminated in accordance with this Agreement, will remain in effect until all of the Services have been completed in accordance with each Statement of Work (the "Term").

8.2 Termination for Breach. Either Party may terminate this Agreement or any individual SOW by written notice to the other Party if the other Party commits a material breach of this Agreement and such breach remains uncured for thirty (30) days following written notice of breach by the terminating Party.

8.3   Termination for Convenience. Customer may terminate this Agreement or any individual SOW upon at least thirty (30) days prior written notice to Abelian; provided, however that Customer will be obligated to pay Abelian in full for all work completed and/or expenses incurred in accordance with this Agreement prior to the effective date of termination, and in full for any project-based flat fees to the extent that such project(s) have commenced prior to the effective date of termination (unless previously paid for) regardless of whether and to what extent such project(s) have been completed as of such termination date. Any SOW may provide for different terms upon convenience termination of such SOW.

8.4   Effect of Termination. Upon the expiration or termination of this Agreement for any reason: (a) Abelian will immediately cease all access to and use of all Customer Provided Materials, and the license granted to Abelian with respect to the Customer Provided Materials shall immediately terminate; (b) within thirty (30) days after the date of expiration or termination, each Party will either return to the other Party or destroy all copies of the Confidential Information of the other Party in accordance with Section 4.1(e); (c) Customer shall, within thirty (30) days of expiration or termination, pay to Abelian all amounts then accrued and payable under any Statement of Work; and (d) Sections 2, 4, 5.4, 6, 7, 8, and 9 shall survive. Neither Party will be liable for exercising any termination right in accordance with this Agreement. Except as expressly provided, expiration or termination of this Agreement shall not release either Party from any liability or obligation that had already accrued as of the effective date of expiration or termination, and the expiration or termination shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages, injunctive relief, or otherwise, which a Party may have hereunder at law, in equity or otherwise or which may arise out of or in connection with such termination.

9.   MISCELLANEOUS

9.1   Non-Solicitation. Customers acknowledge that Abelian's employees have been recruited and trained by Abelian, in most cases, at great expense and represent valuable assets to Abelian. In order to induce Abelian to provide Services hereunder without concern for protecting its relationship with its employees, Customer agrees that, in the event that if, during the term of this Agreement and the one year period following termination of this Agreement, Customer hires any person who was an employee of Abelian during the term of this Agreement and who was involved in providing Services or otherwise introduced to Customer hereunder or in connection herewith, Customer will promptly pay Abelian an amount equal to 12 times the first month's salary Customer pays to such hired former Abelian employee (subject to a minimum amount per hired employee of $50,000). Notwithstanding the foregoing, no such payment shall be required if either (a) the hired person answered a general advertisement by Customer in a publication of trade or industry interest or other similar general solicitation by Customer where Customer made no other direct efforts to solicit such person or (b) the hired person had not been employed by Abelian within at least the six (6) month period prior to the time such person was hired by Customer.

9.2   Compliance with Laws. Each Party shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

9.3 <u>Construction and Interpretation</u>. This Agreement has been prepared jointly and has been the subject of arm's length and careful negotiation. Each Party has been given the opportunity to independently review the Agreement with legal counsel and other consultants, and each Party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of the Agreement is not to be attributed to either Party. Article, Section and paragraph headings contained in the Agreement are for reference purposes only and are not to affect the meaning or interpretation of the Agreement. The word "include" in every form means to include without limitation by virtue of enumeration and a derivative of a defined term shall have the meaning appropriate to the context of its use. Whenever the Agreement refers to a consent or approval to be given by either Party, such consent or approval is effective only if given in writing and signed by the Party giving approval or consent. The use of singular words includes the plural and vice versa. The use of the word "and" includes "and/or".

9.4 <u>Force Majeure</u>. Abelian shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by any cause beyond its reasonable control.

9.5 <u>Publicity</u>. Abelian may use any of the following for Abelian's marketing purposes, including on Abelian's website and marketing materials: Customer's name, logo and other identifying information (including information and materials about Customer on Customer's website or social media), examples of Abelian's work product for Customer, any testimonials, reviews or similar content posted by Customer on its website or any public forum or review site or otherwise provided to Abelian by Customer, and any other material provided by Customer to Abelian for Abelian's marketing purposes. Customer agrees that Abelian may send marketing communications (including via text messages, emails or phone calls) to Customer and its personnel. Customer and/or any of its personnel may opt out at any time from allowing Abelian to use any Customer material for marketing purposes and/or from receiving marketing communications (as applicable) either by giving written notice to Abelian or by using any other opt-out process made available by Abelian.

9.6 <u>Assignment</u>. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, without securing such prior consent, either Party shall have the right to assign this Agreement and the obligations hereunder to any affiliate or to any successor of such Party by way of merger, consolidation, reorganization or in connection with the acquisition of at least a majority of the business and assets of the assigning Party relating to the Agreement, provided that: (a) the assigning Party provides the other Party with written notice when such transaction becomes public; (b) the successor or assignee agrees in writing to be bound by the obligations set forth herein and is capable of performing its duties under the Agreement; and (c) the assigning Party is not in material breach or default of this Agreement at the time of the assignment. This Agreement shall be binding on, and shall inure to the benefit of, the authorized successors and assigns of the Parties. Any attempt to assign other than in accordance with this provision shall be null and void.

9.7   Notice. Any notice required or permitted to be given by either Party under this Agreement shall be in writing and shall be personally delivered, sent by a reputable overnight courier service (e.g., Federal Express), or sent by first class mail (certified or registered) or by email. Notices shall be considered to have been given at the time of actual delivery in person, one (1) business day after deposit with an overnight courier service or sent by email, or five (5) business days after deposit in the mail. Notices shall be sent to the parties at their respective addresses below in the signature blocks or at such other addresses as a Party may hereafter specify by written notice.

9.8   Relationship of the Parties. The Parties acknowledge that the relationship of Customer and Abelian is that of independent contractors and that nothing contained in this Agreement shall be construed to place Customer and Abelian in the relationship of principal and agent, master and servant, partners or joint venturers. Customer is interested only in the results to be achieved. Neither Customer nor Abelian (or any Abelian Personnel) shall have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever. It is expressly understood and agreed that this Agreement does not grant Abelian an exclusive privilege to provide to Customer any or all products or services of the type described in this Agreement, does not require Abelian to exclusively work for Customer or otherwise restrict Abelian from pursuing any business or other opportunity.

9.9   Choice of Law; Venue. This Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement, shall be governed by the laws of the State of California, without regard to its conflict of law rules.

9.10   Dispute Resolution.   Any and all disputes hereunder between the parties, including, without limitation claims arising out of this Agreement against any individual owner, officer, director or other representative or affiliate of any Party hereto, shall be resolved solely and exclusively via final and binding arbitration before a single arbitrator in Orange County, CA under the JAMS Expedited Rules of Arbitration. Each party shall bear its own attorney's fees and half the costs and fees of JAMS and the arbitrator; provided that the arbitrator shall be instructed to require the losing party to reimburse the prevailing party's attorney fees and costs of arbitration.

9.11   Entire Agreement. This Agreement, together with the SOWs, all of which are incorporated herein and made part hereof by this reference, embodies the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof and thereof. For avoidance of doubt, the Parties agree that no terms in or on any "clickwrap agreement", "shrinkwrap agreement", form purchase order, invoice, or other document that either Party may deliver, whether or not signed by the other Party, shall be deemed to modify or amend the terms of this Agreement and any such additional or inconsistent terms shall automatically be deemed unacceptable to and rejected by both Parties, and, as such, null and void and of no force and effect. Likewise with respect to the matters covered hereby, the Parties agree that, during the Term, this Agreement shall govern and supersede and shall not be deemed to be modified by, any inconsistent or additional terms set forth on any Customer website or purchase order documents previously exchanged between the parties. The confidentiality terms of this Agreement shall

replace and supersede any previously executed non-disclosure agreement between the parties with respect to all information relating to this Agreement.

9.12   Amendment; Waiver. No amendment of any provision of this Agreement shall be effective unless set forth in a writing signed by a representative of Customer and Abelian, and then only to the extent specifically set forth therein.   No course of dealing on the part of either Party, nor any failure or delay by either Party with respect to exercising any of its rights, powers or privileges under this Agreement or law shall operate as a waiver thereof. No waiver by either Party of any condition or the breach of any provision of this Agreement in any one or more instances shall be deemed a further or continuing waiver of the same or any other condition or provision.

9.13   Due Consideration. Each of the Parties hereto acknowledges the receipt and sufficiency of good and valuable consideration for entering into this Agreement.

9.14   Severability. If any term of this Agreement or part hereof not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable, it is the intention of the Parties that the remaining terms hereof or part hereof shall constitute their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

9.15   Headings. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.

9.16   Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile, .PDF, DocuSign, .TIFF or other electronic signature will be binding and legal in all respects as if it were an original signature to this Agreement.

Standard Reports

Claim	Vendor	Claim Status	Payment Amount	Payment Date
Claim 1	Vendor A	Open	$200	1/21/2021
Claim 2	Vendor A	Open	$500	1/24/2021
Claim 3	Vendor B	In-Process	$500	1/25/2021
Claim 4	Vendor B	Pending	$300	1/29/2021
Claim 5	Vendor B	In-Process	$200	1/30/2021
Claim 6	Vendor B	In-Process	$150	2/1/2021
Claim 7	Vendor C	Pending	$300	2/4/2021
Claim 8	Vendor C	Pending	$1000	2/7/2021
Claim 9	Vendor C	Pending	$500	2/10/2021
Claim 10	Vendor C	Open	$750	2/11/2021
Claim 11	Vendor D	Open	$200	2/13/2021
Claim 112	Vendor D	Open	$175	2/13/2021

Dashboard

Documentation

Admin User Guide
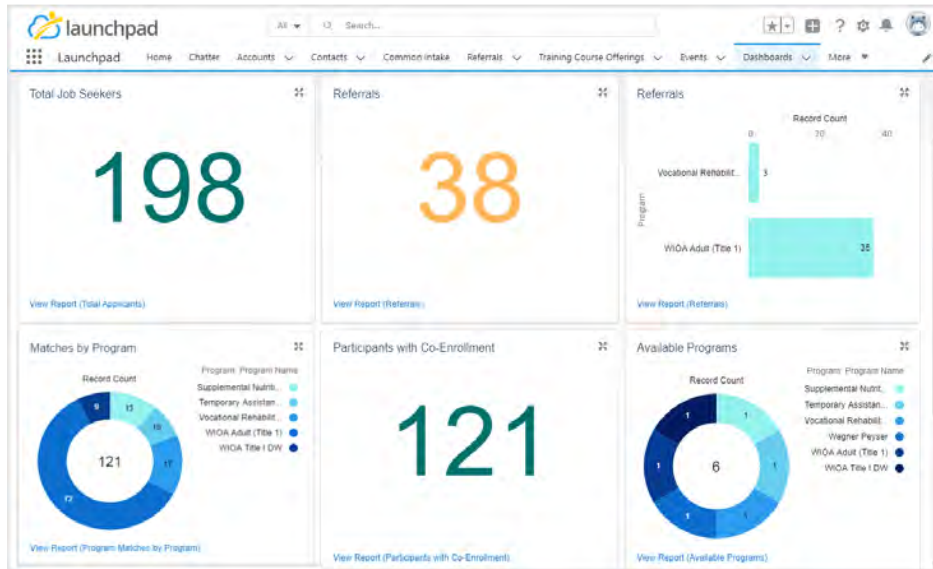
Contents

Setting Up Launchpad Users

From Setup, enter Users in the Quick Find box, then select Users.
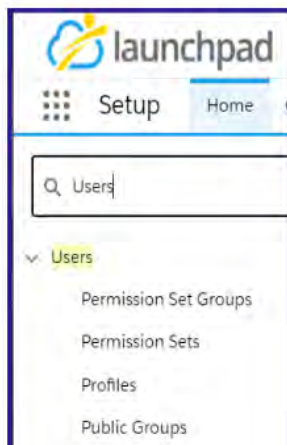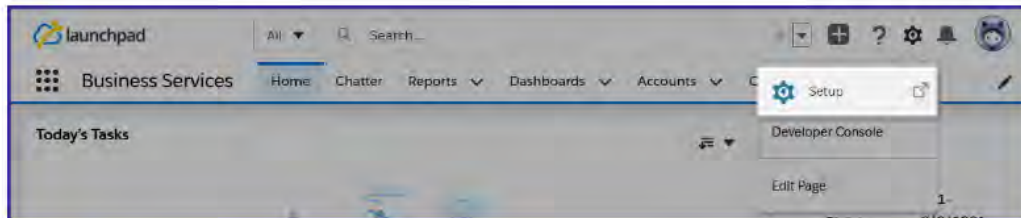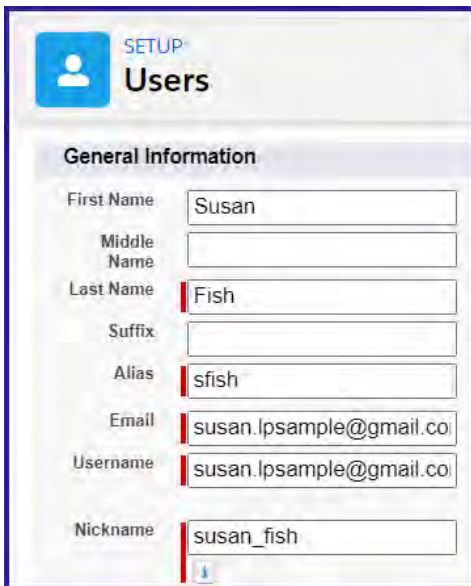
Click New User.
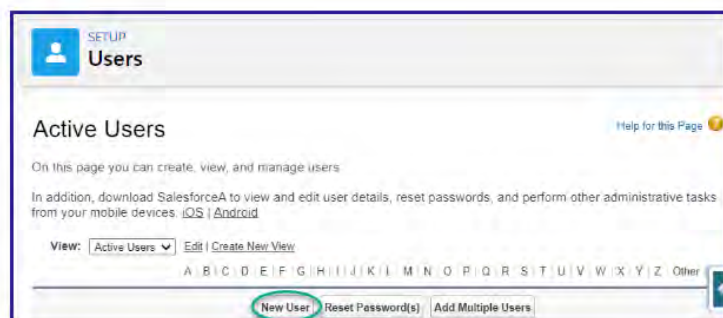
Enter the User's name and email address and a unique username in the form of an email address. The username must be in the form of an email address.
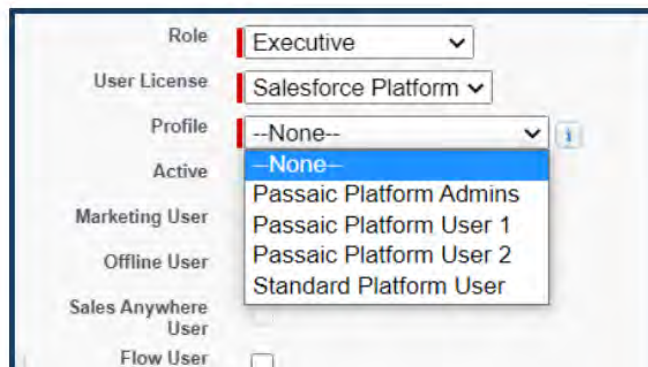
Select a User License and Role for the User. The User License determines which Profiles are available to select. Here is a breakdown on why this is important:

- Roles control what records a Launchpad User can see.

- Profiles control what a Launchpad User can do with those records.

All together, it will look like this:

Sample Project Plan

Sprints	Phase	Weeks
Sprint 0	Project Kickoff Meeting	1 (day)
Sprint 0	Discovery Sessions	2 Weeks
Sprint 1	Case Management Feature Set 1 ● Discovery ● Design ● Configure ● Test ● Approve ● Deploy	2 Weeks
Sprint 2	Case Management Feature Set 2 ● Discovery ● Design	2 Weeks

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	• Configure • Test • Approve • Deploy	
Sprint 3	Job Board Feature Set 1 • Discovery • Design • Configure • Test • Approve • Deploy	2 weeks
Sprint 4	Job Board Feature Set 2 • Discovery • Design • Configure • Test • Approve • Deploy	2 weeks
Sprint 5	RA & Program Board • Discovery • Design • Configure • Test • Approve • Deploy	2 weeks
Sprint 6	Reports & Analytics Feature Set 1 • Discovery • Design • Configure • Test • Approve • Deploy	2 weeks
Sprint 7	Reports & Analytics Feature Set 2 • Discovery • Design • Configure • Test	2 weeks

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	● Approve ● Deploy	
Sprint 8	System Conversion - Integration	2 weeks
Sprint 9	System Conversion - Data Migration	2 weeks
Sprint 10	System Training ● Build ● Deliver	2 weeks
Sprint 11	Post Deployment Support ● Transition to Operations	2 weeks

Disaster Recovery Plan and/or Cyber Security Threat Management Plan

As Launchpad is built/hosted upon Salesforce, Salesforce has standard procedures in place and actions they will take upon a Disaster that is caused on Salesforce's end and impacts your Org. Below are some of the relevant responses that Salesforce will take, please note a more detailed version is available from https://compliance.salesforce.com/en/documents.

Emergency Response: Salesforce maintains emergency preparedness plans that provide additional emergency preparedness, response information, instructions, and guidelines to protect the safety and well being of employees and guests if an emergency transcends the Landlord's facility emergency plan.

Business Continuity Program: Salesforce has a global business continuity program which is managed by the resilience team. As part of this program, business continuity plans are created for critical business functions globally. BCPs outline the procedures for the restoration of critical business processes in the event that various resources are unavailable, including the loss of buildings, technology, human resources, third party vendors, vital records, and equipment.

Other Documentation Not Identified In this RFP Which Proposers Know to Be Relevant

3rd Party Apps desired features:

Live Message is an app downloaded from AppExchange, and it is used to allow customers and companies to have a two-way text message conversation using SMS and Facebook application. It is used to boost the agent productivity to resolve the case and deliver an awesome customer experience.

Maps is a location-based intelligence tool, accessible on mobile devices and built for global enterprise-level teams, designed to help optimize sales processes and optimize territory management.

Required Attachments

Attachment 1: Proposal Certification Form (Signed)

Attachment 2: Minimum Qualifications Verification Form

Attachment 3: Client Reference Form (1 copy per reference submitted)

Attachment 4: Company Background Form

Attachment 5: Price Proposal *(Sealed and Separate from the Rest of the Proposal)*

Attachment 6: Sustainability Checklist

Attachment 7: RFP Submittal Checklist

ATTACHMENT 1: PROPOSAL CERTIFICATION FORM (1 page)

PROPOSER'S LEGAL NAME: Hasler Enterprise Solutions, LLC

BUSINESS ALSO KNOWN AS: Abelian

MAILING ADDRESS: 400 Spectrum Center Drive, Suite 1900

CITY/STATE/ZIP: Irvine, CA 92618

REMIT TO ADDRESS: 400 Spectrum Center Drive, Suite 1900

CITY/STATE/ZIP: Irvine, CA 92618

CONTACT PERSON NAME/TITLE: Bryan Hasler, Chief Technology Officer

PHONE: 949-354-2591   **FAX:** +1-949-229-6467

CONTACT PERSON EMAIL ADDRESS: bryan@abelian.us

EMAIL ADDRESS FOR ORDERS & CONTRACTS: bryan@abelian.us

CORPORATE HEADQUARTERS ADDRESS: 400 Spectrum Center Drive, Suite 1900, Irvine, CA 92618

WEBSITE: www.abelian.us

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:

Proposer acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	1/25/2022	2	1/25/2022	3	1/25/2022

INSURANCE CERTIFICATE documents will be required from the winning Proposers within two business days after the Notice of Recommendation for Award is posted on the Procurement website.

By signing and submitting Proposal documents, the undersigned certifies that they are legally authorized to represent and bind Proposer to legal agreements, that all information submitted is accurate and complete, that Proposer has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its Proposal , that Proposer is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation.

Conditional offers that modify the solicitation requirements may be deemed non-responsive and County may not evaluate them. Contractor's signature below constitutes a firm offer and upon the execution of the Professional Services Contract issued by the Pima County Board of Supervisors or authorized designee will form a binding contract that will require Contractor to provide the goods or services described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Instructions to Proposers, the sample Professional Services Contract, and related attachments or exhibits.

SIGNATURE: *Sara Baayoun*   **DATE:** 01 / 25 / 2022

Sara Baayoun, Chief Executive Officer

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

PHONE AND EMAIL: 657-234-1004 , sara@abelian.us

ATTACHMENT 2: MINIMUM QUALIFICATIONS VERIFICATION FORMS (1 page)

PROPOSER'S NAME: Hasler Enterprise Solutions, LLC

In order for County to evaluate and consider proposals for award, they must be **Responsive and Responsible**. **"Responsive"** means that the submitted proposal documents conform in all material respects to the requirements in the solicitation. **"Responsible"** means that a Proposer documents and substantiates their capability to fully perform all requirements of the solicitation. Factors include and may not be limited to experience, integrity, perseverance, reliability, capacity, facilities, equipment, credit and any other matter necessary to provide the performance that the solicitation requires.

Proposer must certify that they possess the Minimum Qualifications listed below. Proposers must provide the requested documents that substantiate their satisfaction of the Minimum Qualifications. Failure to provide the information required by these Minimum Qualifications and required to substantiate responsibility may cause County to reject the proposal as **Non-Responsive and/or Non-Responsible**.

Proposer certifies that they possess the following Minimum Qualifications and will provide the requested documents that substantiate their satisfaction of the Minimum Qualifications.

Provide documented and verifiable evidence that your company satisfies the following Minimum Qualifications, and indicate what/if attachments are submitted.

MINIMUM QUALIFICATIONS			
Item No.	Minimum Qualifications	Compliance Yes/No (Select One)	Document Title And Number Of Pages Submitted For Each Document
1	Minimum of three years of experience in the software industry developing and supporting social services oriented case management systems.	✔ Yes ☐ No	
2	At least three successful migrations and implementations of other case management systems. Include references on Attachment 2.	✔ Yes ☐ No	Refer to Attachment 3: Client References (1 Copy Per Reference Submitted) (3 Pages)

SIGNATURE: _Sara Baayoun_   **DATE:** 01 / 25 / 2022

Sara Baayoun, Chief Executive Officer

PRINTED NAME & TITLE OF AUTHORIZED PROPOSER REPRESENTATIVE EXECUTING PROPOSAL

ATTACHMENT 3: CLIENT REFERENCE FORM (1 page)

Complete this form in its entirety, for each reference provided. These references should be clients where the proposed solution was installed and has been **FULLY IMPLEMENTED** and is **"live."**

GENERAL BACKGROUND

Name of Client: Detroit Employment Solutions Corporation

Address: 440 E Congress, 4th Floor, Detroit, MI 48226

Project Manager/Contract: Sandra Walker   Title: Senior Project Manager

Phone: 313-788-7210, ext. 640   Email Address: swalker@detempsol.org

Software Program/Version: Business Services, Case Management, Jobs Portal and Provider Community

Summary of Project: Before partnering with Launchpad, DESC didn't have an effective way to track job seeker customer information and wasn't able to efficiently determine eligibility for federal programs. Launchpad Case Management 360 module gave DESC comprehensive data management. The embedded tools within Launchpad allowed DESC to have a workflow automation process that included work queues, work routing based on user roles, and individual role-based work lists and reminderes. Launchpad also created a custom portal for DESC to conduct workshops and employment services virtualy. DESC was able to leverage Launchpad to track pertinent data to report on how their services were performing back to the state and the federal government.

Number of Employees: 130   Approximate Size of Operating Budget: $80M

PROJECT INFORMATION

Total Project Cost: $ 245,363   Length of Implementation Project (months) 12 months

Go Live Date: July 2020   Approximate Number of Consultant Hours 1,226

Approximate Number of Government Hours 500

ATTACHMENT 3: CLIENT REFERENCE FORM (1 page)

Complete this form in its entirety, for each reference provided. These references should be clients where the proposed solution was installed and has been **FULLY IMPLEMENTED** and is **"live."**

GENERAL BACKGROUND

Name of Client: San Francisco Office of Economic and Workforce Development Department (OEWD)

Address: 1 Van Ness Ave, San Francisco, CA 94103

Project Manager/Contract: Elinoemi Asenloo   Title: Regional Workforce Coordinator

Phone: 415-701-4844   Email Address: elinoemi.asenloo@sfgov.org

Software Program/Version: Case Management, Jobs Portal, Multi-language, Business Services, Forms, 50+ Reports

Summary of Project: The scope of the project was to provide an updated website and jobs portal for employers and job seekers, a provider portal for the region's workforce development partners, and an analytics tool to provide real-time data on the program's performance. Additionally, Launchpad was contracted to provide Workforce Engagement and Supportive Services to help align the region's workforce development providers. Launchpad implemented the first version of the First Source Hiring Program (FSHP) Jobs Portal. We created a front-facing website that is mobile responsive along with a searchable jobs portal for employers and job seekers. The collaboration between the staff and providers has streamlined the placing of job seekers with employers.

Number of Employees: 300*   Approximate Size of Operating Budget: $1,268,000 for 2 years

PROJECT INFORMATION

Total Project Cost: $ 500,000   Length of Implementation Project (months) 17

Go Live Date: July 2021   Approximate Number of Consultant Hours 2500

Approximate Number of Government Hours 600

*20 OEWD staff members utilize the solution and the number of employees at OEWD are estimated to be 300 within Workforce Development.

ATTACHMENT 3: CLIENT REFERENCE FORM (1 page)

Complete this form in its entirety, for each reference provided. These references should be clients where the proposed solution was installed and has been **FULLY IMPLEMENTED** and is **"live."**

GENERAL BACKGROUND

Name of Client: Chicanos Por La Causa, Inc.

Address: 1112 E. Buckeye Road, Phoenix, AZ 85034

Project Manager/Contract: Andres Contreras   Title: Executive Vice President Social Services

Phone: 602-257-0700   Email Address: Andres.Contreras@cplc.org

Software Program/Version: Case Management

Summary of Project: Our Project with Chicanos Por La Causa was to implement Launchpad's core Case Management system, upload Account & Contact data, and report creation and metrics. Abelian stood up the core Case Management system which helped Chicanos Por La Causa to more efficiently target their mission of helping individuals and to fight discrimation, rather than having to search for information in several different places as they had to do previously. In addition, we uploaded their core business contacts so they had a full service customer relationship solution to manage all contacts business accounts they needed to track. After the Case Management Implementation was completed, we created reports and dashboards for their team to track key metrics.

Number of Employees: 600*   Approximate Size of Operating Budget: $100 M

PROJECT INFORMATION

Total Project Cost: $ 9,800   Length of Implementation Project (months)   3

Go Live Date: December 10, 2020   Approximate Number of Consultant Hours   70

Approximate Number of Government Hours   20

*12 at this location, 600+ overall according to publicly available information.

ATTACHMENT 4: COMPANY BACKGROUND FORM (1 page)

Complete this form in its entirety.

COMPANY BACKGROUND	
Company Name: Company Location: • company headquarters • company location nearest to County	Hasler Enterprise Solutions, LLC D/B/A Abelian 400 Spectrum Center Drive, Suite 1900 Irvine, CA 92618 (Company Headquarters and company location nearest to County)
Proposer Experience	
Experience: • number of years in business • number of years providing case management systems to the public sector	4.5 years in business with 3 years providing Case Management Solutions with Launchpad.
Customer Base: • number of clients • number of clients using proposed solution • number of clients in Arizona	9 Active Clients, 3 past clients using similar aspects of the proposed solution. As it is a software implementation they are customized and not exact duplicates for each solution. We have 1 past client, Chicanos Por La Causa in Arizona.
Market Focus: • Identify other industries serviced	In addition to Case Management & Workforce Development, we also focus on field service industries.
User Group: • identify national & regional user groups • explain the purpose & function of user groups • identify if there is an annual or biannual user conference • identify next planned national conference, location & date	We do not host national or regional groups at this time.
Terminated Projects: • list any terminated projects. Disclose the jurisdiction and explain the reason for the termination	Clean Slate originally was going to proceed with an implementation, however, upon reviewing their quote of services for their initial implementation decision not to proceed with their initial commitment in December 2020.
Organization Size	
Number of Employees: • if Proposer is a subsidiary, then identify number of employees in Proposer company/division	7
Total Revenue: • if Proposer is a subsidiary, then identify revenues of Proposer company/division	Revenue 2021 - Accounting Method Cash: $1,555,820.23 Revenue 2021 - Accounting Method Accrual: $1,804,458.11
Corporate Notes	
Ownership: • identify type of ownership (privately held, publicly traded, parent company, etc.)	Privately Held
Certified Partnerships: • if implementing or reselling another company's product, identify any certifications	We have the following Salesforce certifications:*

*
1. Nonprofit Cloud Consultant
2. Integration Architecture Designer
3. System Architect
4. Identity and Access Management Designer
5. Development Lifecycle and Deployment Designer
6. Data Architecture and Management Designer
7. Application Architect
8. Platform Developer 1
9. Sharing and Visibility Designer
10. Community Cloud Consultant
11. Sales Cloud Consultant
12. Field Service Consultant
13. Service Cloud Consultant
14. Platform App Builder
15. Advanced Administrator
16. Administrator

ATTACHMENT 5: PRICE PROPOSAL

Proposer must provide a detailed budget plan with narrative. Budget must show how County funds will be used and allocated for personnel, operating costs and other costs related to the implementation and ongoing support.

1. On line 1 System Implementation cost must be provided as a firm, total cost in the table below. Additional documentation breaking down the proposed implementation cost into a milestone payment schedule may be included, but will have no bearing on the evaluation of proposed cost.

2. On line 2 Initial System Training cost must be provided as a firm, one-time cost in the table below. Additional training beyond the initial system training must be included with the cost for annual maintenance and support.

3. Licensing and Annual Maintenance & Support cost must be provided as a firm, annual cost in the table below. Anticipate any annual cost increases for the full contract term potential (one year with up to four one-year renewal options). Use line 3a if licensing and ongoing support costs will remain consistent for each of the five years. Use lines 3b if licensing and ongoing support costs will change each year. USE ONE OR THE OTHER – DO NOT USE BOTH 3a AND 3b.

   Total Proposed Cost must consist of the sum of the Estimated Extended Total for either lines 1, 2 and 3a, or the sum of Estimated Extended Total for lines 1, 2 and 3b.

   If Proposer uses a pricing structure incompatible with this table, Proposer may convert those costs to this table for evaluation purposes only. Invoicing and payment schedules can be negotiated prior to award, but final total costs MUST match the proposed costs on this attachment.

PRICE PROPOSAL - REQUIRED ITEMS					
Item No.	**Item and Service description**	**QTY**	**UOM**	**Unit Price**	**Estimated Extended Total**
1	System Implementation (see next table for details)	2278	HR	$168.00	$382,704.00
2	Initial System Training	50	HR	$168.00	$8,400.00
3a	Launchpad License/Annual Maintenance (Year) w/Shield (300 users)	5	YR	$165,750.00	$828,750.00
3a	Portal Licenses (Year 1) w/Shield (13,000 users)	5	YR	$5,915.00	$29,575.00
4	Technical support - 3 months of 90 hours per month *	270	HR	$168.00	$45,360.00
				TOTAL PROPOSED COST	**$1,294,789.00**

Proposer possesses SBE certification through the City of Tucson?
(submit proof of certification with proposal)
<u>We do not possess a SBE certification through the City of Tucson.</u>

*The technical support can be extended for a longer period for an additional of $15,120.00 by month for one year period.

ATTACHMENT 5: PRICE PROPOSAL

PRICE PROPOSAL - DETAILED IMPLEMENTATION REQUIRED ITEMS						
Item No.	Item and Service description		QTY	UOM	Unit Price	Estimated Extended Total
1	Case Management	Core Requirements	480	HR	$168.00	$80,640.00
2	Case Management	Case Management UAT Updates	90	HR	$168.00	$15,120.00
3	Case Management	Follow up Automation	45	HR	$168.00	$7,560.00
4	Case Management	Referral Services	37.5	HR	$168.00	$6,300.00
5	Job Seeker Portal	Base Stand Up of Product Job Seeker Portal	90	HR	$168.00	$15,120.00
6	Job Seeker Portal	Core Configuration Items	75	HR	$168.00	$12,600.00
7	Job Seeker Portal	Registration	67.5	HR	$168.00	$11,340.00
8	Job Seeker Portal	UI Updates/Design	90	HR	$168.00	$15,120.00
9	Job Seeker Portal	ADA	210	HR	$168.00	$35,280.00
10	Job Seeker Portal	Spanish Translation	105	HR	$168.00	$17,640.00
11	Integrations	2 1 Way Integration: ACAA is monthly, AJC is as-needed.	180	HR	$168.00	$30,240.00
12	Event Management	Core Event Customizations & Display	120	HR	$168.00	$20,160.00
13	Job Seeker	Job Seeker UAT Updates	150	HR	$168.00	$25,200.00
14	Business Services	Core Business Services Configuration to Match Jobs against and track against Employer Postings	60	HR	$168.00	$10,080.00
15	Core Data Import Account & Contacts	Up to 50,000 Account & Contact Records	45	HR	$168.00	$7,560.00
16	Reporting & Analytics	Updating & Creation of Core Launchpad Specific Object Reports Referenced in RFP	45	HR	$168.00	$7,560.00
17	Training	5 2 hour training Sessions with Admin/End User Docs	50	HR	$168.00	$8,400.00
18	Project Management		388	HR	$168.00	$65,184.00
	TOTAL PROPOSED COST		**2328**	**HR**	**$391,104.00**	

ATTACHMENT 5: PRICE PROPOSAL

OPTIONAL IMPLEMENTATION ITEMS AND LICENSES

PRICE PROPOSAL - OPTIONAL IMPLEMENTATION ITEMS AND LICENSES						
Item No.	Item and Service description		QTY	UOM	Unit Price	Estimated Extended Total
1	Job Seeker Portal	Embedded Video & Introduction Page. Needs to be dynamic	120	HR	$168.00	$20,160.00
2	Job Seeker Portal	Mobile App Access to track Field Service Home Visits and Applications	180	HR	$168.00	$30,240.00
3	Financial Items (Grants Module)	Site, Budget and Service codes, Funding, and Budget Tracking	120	HR	$168.00	$20,160.00
4	Hellosign		45	HR	$168.00	$7,560.00
5	Live Message		30	HR	$168.00	$5,040.00
6	Document Printing Customization		60	HR	$168.00	$10,080.00
7	Home Repair Work Order Tracking		135	HR	$168.00	$22,680.00
8	Live Message Licenses	Text Messaging Capabilities $75 per user/month	300 Users	YR	$900.00	$270,000.00
9	Salesforce Maps Configuration	Configuration of Salesforce Maps for your Org	37.5	HR	$168.00	$6,300.00
10	Salesforce Maps Licenses	MAPS Licenses $75 per user/month	300 users	YR	$900.00	$270,000.00
11	Project management		145.5	HR	$168.00	$24,444.00
					TOTAL PROPOSED COST	$686,664.00

ATTACHMENT 6: SUSTAINABILITY CHECKLIST (1 page)

Complete this form in its entirety.

SUSTAINABILITY CHECKLIST

☑ Waste prevention/reduction or material recycling/reuse?

☑ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

☑ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

☑ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use, minimization of hazardous materials; use of compressed/flexible work schedules)?

☑ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

Note: Items Not applicable to this RFP.

ATTACHMENT 7: RFP SUBMITTAL CHECKLIST (1 page)

	RFP SUBMITTAL CHECKLIST
✓	Introductory Material
✓	Executive Summary
✓	Scope of Services
✓	Company Background
✓	Project Team Qualifications & Experience
✓	Proposed Case Management System
✓	Implementation Plan
✓	Training Plan
✓	Support Program
✓	Client References
✓	Exceptions to the RFP
✓	Sample Documents
✓	Attachment 1: Proposal Certification Form (Signed)
✓	Attachment 2: Minimum Qualifications Verification Form
✓	Attachment 3: Client Reference Form (1 copy per reference submitted)
✓	Attachment 4: Company Background Form
✓	Attachment 5: Price Proposal
✓	Attachment 6: Sustainability Checklist
✓	Attachment 7: RFP Submittal Checklist

*Abelian has met and included all the items in
the RFP submittal checklist.*

EXHIBIT F

CONTRACTOR'S ATTACHMENT 5: PRICE PROPOSAL
[see attached]

CONTRACTOR'S ATTACHMENT 5: PRICE PROPOSAL

Proposer must provide a detailed budget plan with narrative. Budget must show how County funds will be used and allocated for personnel, operating costs and other costs related to the implementation and ongoing support.

1. On line 1 System Implementation cost must be provided as a firm, total cost in the table below. Additional documentation breaking down the proposed implementation cost into a milestone payment schedule may be included, but will have no bearing on the evaluation of proposed cost.

2. On line 2 Initial System Training cost must be provided as a firm, one-time cost in the table below. Additional training beyond the initial system training must be included with the cost for annual maintenance and support.

3. Licensing and Annual Maintenance & Support cost must be provided as a firm, annual cost in the table below. Anticipate any annual cost increases for the full contract term potential (one year with up to four one-year renewal options). Use line 3a if licensing and ongoing support costs will remain consistent for each of the five years. Use lines 3b if licensing and ongoing support costs will change each year. USE ONE OR THE OTHER – DO NOT USE BOTH 3a AND 3b.

Total Proposed Cost must consist of the sum of the Estimated Extended Total for either lines 1, 2 and 3a, or the sum of Estimated Extended Total for lines 1, 2 and 3b.

If Proposer uses a pricing structure incompatible with this table, Proposer may convert those costs to this table for evaluation purposes only. Invoicing and payment schedules can be negotiated prior to award, but final total costs MUST match the proposed costs on this attachment.

PRICE PROPOSAL						
Item No.	**Item and Service description**	**QTY**	**UOM**	**Unit Price**	**Estimated Total for Initial Term (1 year)**	**Estimated Total for 5 year Term**
1	System Implementation	3181	HR	$168.00	$534,408.00	$534,408.00
2	Contractor's Initial System Training	50	HR	$168.00	$8,400.00	$8,400.00
3a	Launchpad License/Annual Maintenance (Year) w/Shield (300 users)	1	YR	$165,750.00	$165,750.00	$828,750.00
3a	Portal Licenses (Year 1) w/Shield (13,000 users)	1	YR	$5,915.00	$5,915.00	$29,575.00
3a	Hellosign Licenses (30 users)	1	YR	$18,000.00	$18,000.00	$90,000.00
3a	Live Message Licenses (35 users)	1	YR	$31,500.00	$31,500.00	$157,500.00
3a	Salesforce Maps Licenses (15 users)	1	YR	$13,500.00	$13,500.00	$67,500.00
3a	Sumo Scheduler Licenses (30 Users)	1	YR	$12,960.00	$12,960.00	$64,800.00
4	Contractor's Technical support - 3 months of 90 hours per month	1	HR	$168.00	$45,360.00	$45,360.00
				TOTAL PROPOSED COST	**$835,793.00**	**$1,826,293.00**

Proposer possesses SBE certification through the City of Tucson?

ATTACHMENT 5: PRICE PROPOSAL

PRICE PROPOSAL - DETAILED IMPLEMENTATION ITEMS						
Item No.	Item and Service description		QTY	UOM	Unit Price	Estimated Extended Total
1	Case Management	Core Requirements	480	HR	$168.00	$80,640.00
2	Case Management	Case Management UAT Updates	90	HR	$168.00	$15,120.00
3	Case Management	Follow up Automation	45	HR	$168.00	$7,560.00
4	Case Management	Referral Services	37.5	HR	$168.00	$6,300.00
5	Job Seeker Portal	Base Stand Up of Product Job Seeker Portal	90	HR	$168.00	$15,120.00
6	Job Seeker Portal	Core Configuration Items	75	HR	$168.00	$12,600.00
7	Job Seeker Portal	Registration	67.5	HR	$168.00	$11,340.00
8	Job Seeker Portal	UI Updates/Design	90	HR	$168.00	$15,120.00
9	Job Seeker Portal	ADA	210	HR	$168.00	$35,280.00
10	Job Seeker Portal	Spanish Translation	105	HR	$168.00	$17,640.00
11	Integrations	2 1 Way Integration: ACAA is monthly, AJC is as-needed.	180	HR	$168.00	$30,240.00
12	Event Management	Core Event Customizations & Display	120	HR	$168.00	$20,160.00
13	Job Seeker	Job Seeker UAT Updates	150	HR	$168.00	$25,200.00
14	Business Services	Core Business Services Configuration to Match Jobs against and track against Employer Postings	60	HR	$168.00	$10,080.00
15	Core Data Import Account & Contacts*	Up to 50,000 Account & Contact Records	45	HR	$168.00	$7,560.00
16	Reporting & Analytics	Updating & Creation of Core Launchpad Specific Object Reports Referenced in RFP	45	HR	$168.00	$7,560.00
17	Training	5 2 hour training Sessions with Admin/End	50	HR	$168.00	$8,400.00

		User Docs				
18	Job Seeker Portal	Embedded Video & Introduction Page. Needs to be dynamic	120	HR	$168.00	$20,160.00
19	Job Seeker Portal	Mobile App Access to track Field Service Home Visits and Applications	180	HR	$168.00	$30,240.00
20	Financial Items (Grants Module)	Site, Budget and Service codes, Funding, and Budget Tracking	120	HR	$168.00	$20,160.00
21	Hellosign		45	HR	$168.00	$7,560.00
22	Live Message		30	HR	$168.00	$5,040.00
23	Document Printing Customization		60	HR	$168.00	$10,080.00
24	Home Repair Work Order Tracking		135	HR	$168.00	$22,680.00
25	Salesforce Maps Configuration	Configuration of Salesforce Maps for your Org	37.5	HR	$168.00	$6,300.00
26	Sumo Scheduler	Configuration of Sumo Scheduler	30	HR	$168.00	$5,040.00
27	Project management		533.5	HR	$168.00	$89,628.00
					TOTAL PROPOSED COST	**$542,808.00**

*The Parties acknowledge that Contractor's proposed price may not include all fees for the data migration and data conversion services described in Section 5.1.8 of **Exhibit A** because the information County provided in the Solicitation regarding the scope of work for the data migration and data conversion services was incomplete, including, for example, as noted by County in Amendment 2 to the Solicitation, that County could not indicate how many columns or rows of data exist and could not describe how clean the data is. As such, Contractor's pricing quote of $7,560.00 for 45 hours for data migration and data conversion on page 2, line 15 of this Attachment 5: Price Proposal (Data Import for Core Data) is necessarily only an estimate. If and to the extent Contractor determines after it has had the opportunity to access and analyze County's existing data that additional hours are required to complete the data migration and the data conversion services described in Section 5.1.8 of **Exhibit A**, then Contractor will provide the additional hours only if the Parties amend the Contract reflecting the additional hours needed and the additional fees County will pay Contractor for those hours.

EXHIBIT G

IMPLEMENTATION PAYMENT TERMS TIED TO MILESTONES
[see attached]

EXHIBIT G

IMPLEMENTATION PAYMENT TERMS TIED TO MILESTONES

#	Milestone	Amount	Terms
1	Case Management - Phase 1 (Sprint 1, 2, and 3)	$70,801.04	Upon Receipt of Invoice
2	Case Management - Phase 2 (Sprint 4 and 5)	$47,200.70	NET 30
3	Job Seeker - Phase 1 (Sprint 6, 7, and 8)	$70,801.04	NET 30
4	Job Seeker - Phase 2 (Sprint 9, 10, and 11)	$70,801.04	NET 30
5	Job Seeker - Phase 3 (Sprint 12, 13 ,14, and 15)	$94,401.39	NET 30
6	Business Services, Document Printing Customization, Event Management, and Financial Items (Grants module) (Sprint 16, 17, and 18)	$70,801.04	NET 30
7	Integrations, Hellosign, Sumo Scheduler and Home Repair Work Tracking (Sprint 19, 20, and 21)	$70,801.04	NET 30
8	Core Data Import (accounts & contacts) and Reporting & Analytics and Training (Sprint 22 and 23)	$47,200.70	NET 30

9	Technical Support	$45,360.00	NET 30
TOTAL		$588,168.00	

Milestone Acceptance Criteria: Contractor will notify County in writing when it completes a Sprint (each a "Sprint Completion Notice"). Within 30 days of County's receipt of a Sprint Completion Notice, County will notify Contractor in writing whether it accepts the Sprint or whether Contractor is required to make any changes according to a schedule to be mutually agreed upon by the Parties. If County has not accepted the Sprint (or the changes) or has not requested changes (or additional changes) within 45 days of receipt of the respective Sprint Completion Notice, then the Sprint will be deemed accepted. For clarity, Contractor will not be required to make more than 2 sets of changes for any given Sprint.

Payment of Retention: As stated in Section 1 of Exhibit B, County will be applying a retention rate of fifteen percent (15%) to all service payments and will release such retention upon County's final acceptance of the entire system.

MASTER AGREEMENT
PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Description: CWD Case Management System

ISSUER	Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701 **Issued By:** TROY MCMASTER **Phone:** 5207248728 **Email:** troy.mcmaster@pima.gov

TERMS	**Initiation Date:** 09-06-2022 **Expiration Date:** 09-05-2023 **NTE Amount:** $900,000.00 **Used Amount:** $0.00

VENDOR	**Hasler Enterprise Solutions, LLC** **DBA: Abelian** **400 Spectrum Drive, Suite 1900** **Irvine CA 92618**	**Contact:** Bryan Hasler **Phone:** 949-354-2591 **Email:** **Terms:** 0.00 % **Days:** 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the award amount of $900,000.00 (including sales tax) and includes four (4) one-year renewal options in the annual award amount of $275,000.00 (including sales tax).
Attachment: Information Technology Contract

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.

MASTER AGREEMENT DETAILS

PIMA COUNTY

Line	Description					
1	**System Implementation & Training**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	HOUR	$168.00			
2	**Launchpad License/Annual Maintenance w/Shield (300 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$165,750.00			
3	**Portal License w/Shield (13,000 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$5,915.00			
4	**Hellosign Licenses (30 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$18,000.00			
5	**Live Message Licenses (35 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$31,500.00			
6	**Salesforce Maps Licenses (15 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$13,500.00			
7	**Sumo Schedule Licenses (30 users)**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	YEAR	$12,960.00			
8	**Technical Support - 3 months/90 hours per month**					
	Discount	**UOM**	**Unit Price**	**Stock Code**	**VPN**	**MPN**
	0.0000 %	HOUR	$168.00			