

STATEMENT OF WORK (SOW)

BALDWIN COUNTY COMMISSION



November 11, 2016

TABLE OF CONTENTS

INTRODUCTION/BACKGROUND 2
SCOPE OF WORK 2
PLACE OF PERFORMANCE..... 3
WORK REQUIREMENTS 4

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INTRODUCTION/BACKGROUND

Baldwin County Commission (BCC) has interest in the implementation of the Internet Quorum (IQ) application in an effort to streamline constituent response. In order to provide more timely feedback to the citizens of Baldwin County and improved customer interaction, the Baldwin County Commission will focus on building a content rich database which provides a simplified and more user-friendly approach for existing and potential elected officials and staff. It is imperative that BCC utilizes this application as a platform for communicating effectively any new developments, responses, recent news, and other industry specific information. BCC also realizes the importance of working with each department to develop tailored workflow and processes which IQ will allow the ability to do. In order to accomplish this, BCC seeks to outsource the design, testing, implementation, and training for the IQ application for Software-as-a-Solution (SaaS). BCC anticipates that its new application will move the county forward in its multi-tiered approach to providing prompt feedback to constituents and monitoring trends across the county. The legacy voter election data held by the County shall be converted and loaded into the IQ system. The County will conduct a review and verify that all legacy data is in IQ before Go-Live date. Leidos Digital Solutions Inc. (LDSI) shall perform the Scope as outlined herein.

Baldwin County Commission seeks to provide timely responses in support of all inquiries that are sent in by constituents. These inquiries range from general to technical and usually are answered through traditional channels, but not in a uniform and manageable way that follows a Standard Operating Procedure (SOP). The service is currently fulfilled by a manual tracking process using Microsoft Outlook and labor intensive mechanisms. Baldwin County Commission seeks to achieve "better tracking, documentation and communication with the citizens of the county" by implementing an automated communications tracking and business process tracking solution via the IQ Application. Secondly, Baldwin County Commission has a need to disseminate important information to public across the county. This information first must go through a structured approval process and needs to be fully vetted before officially being released to the public. This is currently being done via paper applications, email and spreadsheets. By having a streamlined process in place, the organization will work more efficiently and save time by reducing redundant work and having enterprise vision with user accountability at the desktop.

SCOPE OF WORK

The scope of work for the IQ Project includes all planning, execution, implementation, and training for an application for BCC. Each stage of the project will require approval from BCC before moving on to the next stage. LDSI must ensure it has adequate resources for designing, building, testing, and implementing the new application and is staffed for the training of BCC personnel as well. Specific deliverables and milestones will be listed in the Work Requirements and Schedules and Milestones sections of this SOW.

LDSI will conduct interviews with identified government representatives to define the end-state information management as well as reporting requirements and high level business process

requirements that help to define a successful implementation. Specifically, LDSI will provide the following:

1. Install the latest version of Intranet Quorum (IQ) on a Software-as-a-Solutions (SaaS) environment to accommodate the best source code available at that time. This phase will require LDSI to provide the following:
 - a. Get approval from Baldwin County Commission.
 - b. Check the configuration of the IQ module
 - c. Work with the Baldwin County Commission CIS department to get the latest copy of the legacy data. As of 10/18/16, LDSI has not seen the data files.
 - d. Convert above data and load into the system to perform both a test and final data migration. NOTE: LDSI only estimated 40 hours for this task without seeing the data.
 - e. Create twenty (20) named user accounts with proper access rights based on findings from below.
2. Interview: Persons #1 through #20
 - a. Provide recommendations for workflow process and security based on interviews
3. Document workflow process and report requirements.
 - a. Baldwin County Commission will describe metrics to be captured.
4. Create process workflow templates and support development of IQ-enabled workflow process flows for five (5) processes. Examples are:
 - a. Email Process
 - b. Social Media Process
 - c. Telephone Process
 - d. Mailing Process
5. Provide Onsite Training
 - a. The size of government-provided classroom should have a maximum number of workstations equal to or less than fifteen (15).
 - b. Provide training to groups no larger than fifteen (15) students at a time.
 - c. Classroom training will include user navigation for managing IQ Messages, IQ Services as well as IQ training for the Outreach tool to work with BCC Social Media.
 - d. Provide Offsite Project Management.
 - e. Provide Onsite Extended Support (Post Training).
 - f. Provide Offsite Help Desk.

PERIOD OF PERFORMANCE

The stated goal is a production pilot as soon as possible after issuance of a BCC signed SOW and funded purchase Order. The project period of performance will be to 12 months starting after the first day of a fully executed SOW. All work must be scheduled to complete within the most expedited timeframe which is agreeable to by all parties. Any modifications or extensions will be requested through BCC and vendor contracting officers for review and discussion.

PLACE OF PERFORMANCE

The places of performance are BCC and LDSI facilities as needed.

WORK REQUIREMENTS

The requirements for IQ will be to discover the actual need, document the findings and implement the modernization described above in Section #3 (Document workflow process and report requirements).

Deliverables

LDSI will provide the following Deliverables to Baldwin County Commission:

- Documented job aids for using IQ in support of five (4) business processes. This will be captured as output from the BPA and delivered as “Quick Reference Guides” during training
- If standard reports from IQ do not meet the reporting requirement found during the BPA, then custom IQ Reports will be required. The off-the-shelf solution comes with over 60+ standard reports and newly enhanced analysis tools that usually meet most customer needs. There are no hours currently bid in this quote for Reports Discovery, Analysis and Building. Help Desk hours could be used as needed for this purpose.
- Library of outgoing standard letters or email format templates to contacts as well as citizens (from existing Microsoft Word and Excel sheets) in an edit ready format. The content will be a library of letter templates that can be used to edit and generate outgoing documents when responding to constituents regarding their issues or Agency announcement details. New Issues codes will be the driver of new letter response formats.

IQ Functional and Business Requirements

- Training environment ready to use for delegations as soon as possible
- In production pilot ASAP with a potential go live possibly as soon as December 1st
- Build up to 4 workflows/processes within IQ to support
 - Email Process
 - Social Media Process
 - Telephone Process
 - Mailing Process
- Training for all end users
- Ability to merge content to multiple form letters
- Ability to use mail merges to output documents or generate communications
- Ability to attach documents to the application
- Attach election results to associated boards
- Ability to receive reports with reference id via fax, email, or hardcopy
- Steps to email specific forms based on steps
- Have IQ integrate with each Commissioner’s Facebook “Fan Page” (not “personal” Facebook) account as well as their Twitter account. NOTE: IQ can only pull content from a Facebook Fan Page. This Fan Page can be administered by a personal Facebook account
- Output physical mail documents to include envelope

ACCEPTANCE CRITERIA

Acceptance shall be granted upon receipt of the above deliverables by the Baldwin County Commission in working order in accordance with the requirements set forth herein.

Compensation and Payment

The County will pay Leidos Digital Solutions Inc. (LDSI) for the performance of all activities necessary for, or incidental to the performance of work as set forth in this SOW. The amount is based upon the estimated quote for services (Quote Number: 110916-BCC by John Magruder) below. Any changes in scope may result in additional charges for additional support.

LDSI's compensation for services rendered shall be based on a Time and Material (T&M) offerings and monthly cycled offerings. Estimates are calculated below. The County will pay LDSI within 30 days upon receipt of invoice.

LDSI SaaS Hosted Solution for
Intranet Quorum
Price Estimate for
Baldwin County Commission
Communications Information Systems
November 9, 2016
Quote Number: 110916-BCC
Prices based on the Fully Executed Statement of Work (SOW) signed by both parties
Period of Performance: 12 months After Above Referenced Fully Executed SOW

Part	Item Description	Note	QTY	Unit Price Per Month	Monthly Subscription Pricing Totalled	Annual
Software, Maintenance & Support						
GOV-U-IQCSL	IQ Cloud for State & Local Governments (includes IQ Core software with IQ Contacts, IQ Messages, IQ Services, IQ Events, and IQ Internet Suite (IMA, Extended Services), IQ Record-Level Security, and IQ Roles, also monthly costs include IQ Outlook Add-in, IQ Outreach, software Annual Upgrade Subscription maintenance, IQ e-Learning module and all ongoing hosting fees in a public Cloud environment <Named User Discount Level 20-49 Users> with Embedded Database.		1,7,8,9	20 \$ 85.00	\$ 1,700.00	\$ 20,400.00
GOV-U-SSLC	SSL Certificate (Annual)		5	1		\$74.27
Software, Maintenance & Support Sub-Total					\$ 1,700.00	\$ 20,474.27
One Time Set Up Fees						
GOV-U-MHVS	Managed Hosted Virtual Server - Installation		5,6,8	1 \$ 821.04		\$ 821.04
GOV-U-WSPLA	Windows Server STD SPLA - Installation		5,6,8	1 \$ 926.07		\$ 926.07
One Time Set Up Fees Sub-Total						\$ 1,747.11
Professional Services per Hour Estimates						
SDM-H-CAT-A	Blended Services for Labor Found in "Category A"	2,3,4,8,9,10,11	196	\$144.42		\$28,306.32
SDM-H-CAT-B	Blended Services for Labor Found in "Category B"	2,3,4,8,9,10,11	60	\$181.55		\$10,893.00
Professional Services Sub-Total						\$39,199.32
Travel						
Travel 1	Travel - Estimated for User Training Classes (3 consecutive days on-site)		2	1 \$1,419.00		\$1,419.00
Travel 2	Travel - Estimated for Extended On-site Support (2 consecutive days on-site)		2	1 \$1,183.00		\$1,183.00
Travel Sub-Total						\$2,602.00
Grand Total					\$ -	\$ 64,022.70

NOTES:

1. All IQ Core Licenses with embedded database and IQ Outlook Add-in Licenses are sold on a named user basis. IQ Connect is Per Account. Client will provide Microsoft Outlook 2007, 2010 or 2013 for each workstation with IQ Outlook Add-in. This implementation does not include configuration of Outlook Add-in unless all pre-requisites are already installed on the desktop.
2. This Time & Material (T&M) service is offered using an hourly rate. Labor in excess of proposed hours will be made available, if required, at an additional cost. Estimate Only. Actual time will be billed. Repurposing of hours is allowed, but first must be submitted in writing and agreed to by both parties based on feasibility and relational calculations. This reflects the hourly rates that went into effect on October 1st 2016.
3. Travel & Expenses are billed at actual cost or using Federal Travel Guidelines, whichever is the lesser. LDSI assumes that all on-site support will be provided at a government facility in Bay Minette, AL 36507 with

- flights into Pensacola, FL. This estimate is based on consecutive days of on-site support. However, if the Customer chooses to take any of these services in a "piece-meal" fashion, then additional trips will be required and the estimate will change.
4. Customer to provide suitable training facilities for up to 15 students per class. Based on our past project experience of this size, a student to teacher ratio of not more than 15:1 is a best practice. As proposed, classroom training includes IQ's Basics, Messages, and one (1) workflow template in the Service module. Custom tailored training materials are available if needed; however, this estimate is based on using our standard training materials. Knowledge transfer from upfront analysis to trainer is also included.
 5. This item is offered at a fixed price. This Fixed amount will be billed upon receipt of purchase order for all 12 months.
 6. The Managed Hosted Virtual Server resides in a secured shared environment. If the customer requires a dedicated environment, then LDSI will provide a revised quote.
 7. IQ Licenses are being offered at the 20-49 User Base Price Tier. This Fixed amount will be billed upon receipt of purchase order for all 12 months.
 8. The IQ SaaS Solution prices does include creation of multiple (up to 6) "drop down accounts", however it does not include custom integration to, or interface with other organizations using IQ or other legacy applications owned by the Customer. Custom integration pricing is available upon customer request and completion of a statement of work (SOW). NOTE: As potential future users are added, the amount of storage space may need to grow with the additional user load and large files uploads. Cost for new 20 user deployment are included in the monthly per user figure. Discounts shown on the Discount Tier are not linear because additional users may require more storage.
 9. Payment is due upon 30 days of start of period of performance.
 10. LDSI assumes one (1) workflow template will be built. The template will be for one repeatable business process (i.e. casework) and used by all users.
 11. Since a sample of the county Voter data files were never sent to LDSI for review, the conversion costs are based and estimated on past LDSI project experience only of dealing with voter files.

Work Sheet for Project Levels of Effort

Quote Number: 110916-BCC		60	<=<="Category B"
<i>Professional Services per Hour Estimates</i>		Quantity	Hourly Rate
			Total
GOV-H-IPM	Estimated Project Manager/Supervisor (Remote - Off-site Service)	40	\$181.55
GOV-H-WKF	Installation of IQ System & Engineering (Remote Install - No On-site Installation) 5 Production Accounts + 1 Training Account	20	\$181.55
GOV-H-ITC	Estimated Information Technology Consulting (ITC) Business Process Analysis Workflow Consulting & System Configuration (off site via phone and webex) <1 Business Process - Not Complex>	48	\$143.70
GOV-H-ITC	Estimated Information Technology Consulting (ITC) for Business Process Debriefing to Trainer based On-site Visit Notes and Work template creation (Off-site) <1 Business Process - Not Complex>	8	\$143.70
GOV-H-CON	Data Conversion Straight legacy data conversion customer provided voter files	40	\$143.70
GOV-H-UTC	Estimated for User Training Classes Tier One Users (On-site Service) 3 days	24	\$143.70
GOV-D-TTC	Technical Training Classes (Equivalent to up to 0 days)	0	\$143.70
GOV-H-OSS	Estimated Extended On-site Support (2 days of On-site Service right 1 weeks after training)	16	\$143.70
GOV-H-HDS	Estimated Support Hours (Help Desk Remote - Off-site Service)	60	\$143.70
Professional Services Sub-Total			\$39,058.20
		196	<=<="Category A"
Travel			

General LDSI Corporate Notes

Disclosure of Data Legend: This price estimate includes data that shall not be disclosed outside Baldwin County, AL (Government) and shall not be duplicated, used, or disclosed-in whole or in part-for any other purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of-or in connection with- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent deemed necessary to perform its work and provide services or information to the public or otherwise in accordance with applicable laws rules and regulations.. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on all pages. In addition, the information contained herein may include technical data, the export of which is restricted by the U.S. Arms Export Control Act (AECA) (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.).

This material is not intended by Leidos to become a "record," within the meaning of 5 USCA 552a, and is entrusted to the government with the understanding that it will be returned if the government is unwilling or unable to maintain it as non-record material.

Leidos Digital Solutions Inc. (LDSI) respectfully submits the following price estimate in response to the Government's request. The price estimate and information enclosed herein is a firm offer. The price estimate provided herein responds to and reflects customer requirements as currently understood by LDSI. Should the requirements and/or timing change in any respect, it may be necessary for LDSI to modify its estimate.

Attachment – A IQ Saas Commercial Agreement

Terms of Service

Master Subscription Agreement for Intranet Quorum® Hosting Services

This Master Subscription Agreement (the "**Agreement**") dated as of _____ [insert date], (the "**Effective Date**"), is between Leidos Digital Solutions, Inc., having a place of business in Fairfax, Virginia ("**LEIDOS**"), and the Baldwin County Commission having a principal place of business in Bay Minette, Baldwin County, Alabama ("**Customer**").

If Customer has entered into or enter into any other agreement with LEIDOS for other products or services, the terms of any such agreement shall not apply to the Services unless otherwise expressly agreed in writing by LEIDOS.

In consideration of the mutual promises, conditions and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer**" means the legal entity identified above.

"**Order Forms**" means the ordering documents for Services hereunder that are entered into between LEIDOS or any of its Affiliates and Customer from time to time, including amendments and addenda thereto executed in accordance with the provisions of this Agreement. Order Forms shall be deemed incorporated herein by reference.

"**Services**" means the Intranet Quorum hosting services as described in the attached Statement of Work (Exhibit A), excluding any Third Party Services.

"**Third Party Services**" means online and offline databases, software, and services provided by third parties and distributed with or as part of the Services.

"**User**" means an individual who is authorized by the Customer to use the Services on behalf of the Customer, and for whom a subscription to the Service has been purchased and a User Account issued. Users may include but are not limited to employees and owners of Customer, and third parties (such as consultants, contractors and agents) who use the Services exclusively for the Customer's benefit.

"**User Guide**" means the user instructions and related documentation for the Services as may be updated from time to time.

"**User Account**" means a unique account accessible by a user name and password and assigned to a User.

"**IQ Instance**" means a unique IQ database schema separate from previously created database schemas.

2. SERVICES

2.1 Provision of Services. Subject to and conditioned upon the Customer's compliance with all obligations including payment obligations set forth in this Agreement, LEIDOS shall make the Services available to Customer pursuant to this Agreement and the relevant Order Forms during a subscription term for Customer's normal internal business purposes and not for the benefit of any third party or any other purpose. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features or the delivery of any other services, nor are such purchases dependent on any oral or written public comments made by or on behalf of LEIDOS or any of its Affiliates regarding future functionality or features.

2.2 User Subscriptions. Where an Order Form specifies a number of Users, then unless otherwise stated therein: (i) the administrative tasks related to Customer's use of the Services. Services may be accessed by no more than the specified number of Users; (ii) additional User Account subscriptions may be purchased during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User Account subscriptions are added pursuant to the execution of an additional Order and (iii) the added User Account subscriptions shall terminate on the same date as the pre-existing User Account subscriptions. User Account subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Customer shall designate at least one (1) User to act as an administrator

responsible for requesting set-up and removal of User Accounts and for other administrative tasks related to Customer's use of the Services.

If the creation of a new user account requires a new IQ instance for a new agency or group which is part of the Customer (), then the term of service for that new group shall be a minimum of twelve months, but all discounts described in this Section 2.2 will immediately apply to Users of the new Instance at the same time that they apply to other Users. All reductions in previously established monthly rates to new lower monthly rates will be invoiced the first month after the subsequent user login purchases are in production, being used (and fully accepted) by the follow-on investment funding or new Order Forms. No retroactive price reductions will apply to previously invoiced monthly use. No pro-rated partial month billing will be offered.

2.3 LEIDOS Responsibilities. LEIDOS shall: (i) provide to Customer help desk support during regular business hours Monday through Friday, 8:00 am to 6:00 pm Eastern Standard Time, excluding US Federal holidays, for the Services at no additional charge; and (ii) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which LEIDOS shall give at least 8 hours notice and which LEIDOS shall schedule to the extent practicable during the weekend hours from 11:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday); or (b) any unavailability caused by circumstances beyond LEIDOS's reasonable control, including without limitation, acts of God, acts of government, inclement weather, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving LEIDOS's employees), Internet service provider failures or delays, or denial of service attacks.

2.4 Customer Responsibilities. Customer shall: (i) be responsible for compliance with this Agreement by its personnel and Users; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, Third Party Services, User passwords and User Accounts, and notify LEIDOS promptly of any such unauthorized access or use; (iii) use the Services only in accordance with the User Guide, and applicable laws and government regulations (including without limitation, anti-spam and unsolicited email laws). Customer shall not: (a) sell, license, resell, rent, lease, distribute or make available to third parties the Services; (b) use the Services to store or transmit infringing, libelous, obscene, threatening, or otherwise unlawful or tortious material, including without limitation material harmful to children or violating third party intellectual property or privacy rights; (c) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or (d) interfere with or disrupt the integrity or performance of the Services. **Customer warrants (i) that it is accurately identified itself through its User Account and will maintain the accuracy of such identification and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older.**

2.5 Personal Data. LEIDOS and Customer agree that they will each comply with all applicable data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging and Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" shall mean any information relating to an identified or identifiable natural person and an "identifiable person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, including but not limited to social security numbers, government-issued identification card numbers, financial account numbers (including credit or debit card numbers and any related security codes or passwords), health-related or medical information, health insurance identification numbers, and information in a health insurance application or claims history.

2.6 PRIVACY. LEIDOS TAKES ITS OBLIGATIONS UNDER PRIVACY LAWS SERIOUSLY AND ENSURES ITS COMPLIANCE WITH ALL RELEVANT PRIVACY LAWS WHERE POSSIBLE. IN RESPECT OF ANY DATA AND RESOURCES ACCESSED BY CUSTOMER THROUGH USE OF THE SERVICES, CUSTOMER AGREES THAT SUCH DATA AND RESOURCES ARE ACCESSED ON AN "AS IS" BASIS, AND ANY RELIANCE PLACED ON SUCH DATA OR RESOURCES IS STRICTLY AT CUSTOMER'S OWN RISK. LEIDOS ACCEPTS NO LIABILITY FOR THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY SUCH DATA OR RESOURCES, NOR FOR ANY ERRORS, OMISSIONS OR OTHER DEFECTS THEREIN, INCLUDING, SPECIFICALLY, ANY NON-COMPLIANCE WITH ANY RELEVANT PRIVACY LAWS.

3. THIRD PARTY SERVICES

3.1. Third-Party Services. LEIDOS may offer Third-Party Services under Order Forms in conjunction with the Services. LEIDOS does not warrant or support Third Party Services. Any such Third Party Services are licensed to Customer independently of the Services. Customer acknowledges that providers of the Third-Party Services may require access to data stored in the Services to enable the interoperation of such Third Party Services with the Services. LEIDOS shall not be responsible for Customer's use of the Third-Party Services. Third Party Services may include downloadable third-party software, which shall not be subject to or licensed under this Agreement.

3.2 Availability of Third Party Services. LEIDOS's ability to provide the Services depends on their continuing availability to LEIDOS for collection, aggregation, provision and/or distribution in connection with the Services. If the provider of any Third Party Service ceases to make the Third Party Service available for collection, aggregation, provision and/or distribution in connection with

the Services on terms acceptable to LEIDOS, LEIDOS may cease providing such Third Party Service without entitling Customer to any refund, credit, or other compensation, except that, in the case of Third Party Services which are itemized by third party vendor on an Order Form, the Customer may be entitled to a refund of any unused prepaid fees prescribed on the Order Form for such Third Party Services, where the entirety of the Third Party Services are no longer available and, if the Customer deems the Third-Party Services to be material to the performance of the Agreement, Customer shall have the right to terminate the Agreement by providing thirty (30) days written notice to LEIDOS and shall owe no additional payments to LEIDOS.

4. FEES AND PAYMENT

4.1 Delivery. Unless otherwise set forth on an Order Form, within ten (10) days after the effective date of the applicable Order Form, LEIDOS shall provide secure access to an LEIDOS secure portal to enable Customer to access the Services set forth in the Order Form. Provision to Customer by LEIDOS of the information necessary to access the LEIDOS secure portal shall constitute delivery of the Services.

4.2 Fees. Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form: (i) fees are based on Services purchased and not actual usage; (ii) payment obligations are non-cancelable and fees paid are non-refundable; and (iii) the number of User Account subscriptions and the fees set forth in an Order Form cannot be decreased during the relevant subscription term stated in such Order Form. Subscription fees are based on annual periods. Fees for subscriptions added in the middle of an annual period will be pro-rated.

4.3 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to LEIDOS, and notifying LEIDOS of any changes to such information. All fees shall be nonrefundable except as otherwise stated in this Agreement. Unless otherwise set forth in an Order Form, payments shall be made in United States dollars. If Customer pays LEIDOS in a currency other than that specified in an Order Form, Customer shall pay costs of currency conversion to the currency in the Order Form and any related bank charges.

4.4 Overdue Charges. If any amounts invoiced hereunder are not received by LEIDOS by the due date, then at LEIDOS's discretion: (a) such charges may accrue late interest at the rate of 1.5% (or the maximum legal rate, if less) 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; and/or (b) LEIDOS may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above. Customer shall pay all such interest and reasonable costs of collection. Nothing herein shall limit LEIDOS's termination rights under this Agreement.

4.5 Suspension of Services and Acceleration. If any charge owing by Customer is more than 30 days overdue, LEIDOS may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. LEIDOS will give Customer 10 or more days' prior notice that its account is overdue in accordance with the "Manner of Giving Notices" section below, before suspending Customer's Services.

4.6 Payment Disputes. LEIDOS shall not exercise its rights under the "Overdue Charges" or "Suspension of Services" section above if the applicable charges are subject to a reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

4.7 Taxes. Unless otherwise stated, LEIDOS's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. The Customer shall pay or reimburse LEIDOS, as appropriate, for all sales, use, excise, personal property, value-added, goods and services, or other federal, state or local taxes, duties, or any similar assessments based on the licenses granted or the services provided under this Agreement or on the Customer's use of the Services, provided, however, that LEIDOS agrees to cooperate with Customer in completing and making use of any tax exemption forms that are available to Customer.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. The Parties acknowledge and agree that the Services, any associated documentation and all Intellectual Property Rights therein are the exclusive property of LEIDOS and have been developed at LEIDOS's private expense. LEIDOS reserves all rights in and to the Services not expressly granted to the Customer in this Agreement. The brand name Intranet Quorum® is also owned by LEIDOS and protected under US and international trademark laws. The Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LEIDOS or its suppliers on the Services or associated documentation. The Customer acknowledges that LEIDOS asserts that the Services and their structure, organization and source code constitute valuable trade secrets of LEIDOS and its suppliers. Without limiting any of its legal, equitable or contractual rights or remedies, LEIDOS shall have the right to seek immediate injunctive relief in any court of competent jurisdiction

to enforce its intellectual property rights in the Services without being required to post bond. Notwithstanding anything to the contrary in this Section or elsewhere within this Agreement, Baldwin County, by and through the Baldwin County Commission, shall retain all rights, title and interest in and to the data collected from Baldwin County, including, but not limited to, electronic data, information, documents, and electronic mail, etc.

5.2 Restrictions. Except to the extent expressly authorized by this Agreement, the Customer agrees not to: (i) sublicense, assign, lend, sell, release or transfer this license to any third party; (ii) reproduce the Services in any form; (iii) modify, adapt, alter, translate, reverse assemble, reverse compile, decompile, translate or otherwise attempt to derive the source code of any component of the Services; or (vii) otherwise use or copy the Services. Additionally, the Customer shall not: (i) permit any third party to access the Services or the Third Party Services except as expressly permitted herein; (ii) create derivative works based on the software, program code or user interfaces comprising the Services or Third Party Services; (iii) copy, frame or mirror the online Services or Third Party Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer or decompile the Services or Third Party Services; (v) systematically access the Services or Third Party Services using "bots" or "spiders", or attempt to gain unauthorized access to the Services, the Third Party Services, or their related systems or networks; or (vi) access the Services in order to: (a) build a competitive commercial product or service; (b) build a product using similar ideas, features, functions or graphics as the Services; (c) copy any ideas, features, functions or graphics of the Services (except for copying incidental to the exporting of reports as part of the Services); or (d) offer commercial time-sharing, application or business service hosting applications for third parties, rental, or service bureau use. In addition, the Customer shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The restrictions set forth in this section shall survive any termination of this Agreement.

5.3 Suggestions. LEIDOS shall have a royalty-free, paid up, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services (excluding Customer's Confidential Information).

5.4 Federal Government End Use Provisions. If applicable, LEIDOS provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LEIDOS to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. CONFIDENTIALITY

6.1 Protection of Information.

(a) Customer agrees to comply with the terms of any proprietary information agreement with LEIDOS and to comply with all proprietary and confidential information markings and restrictive legends applied by LEIDOS to anything provided hereunder to Customer. Customer agrees not to use any LEIDOS provided information for any purpose except as permitted under this Agreement and agrees not to disclose such information to third parties without the prior written consent of LEIDOS. Customer shall maintain data protection processes and systems sufficient to adequately protect LEIDOS provided information and comply with any law or regulation applicable to such information. The Services and any associated documentation licensed to Customer hereunder shall be protected by Customer as LEIDOS proprietary information. All LEIDOS information shall be returned to LEIDOS promptly upon expiration or termination of this Agreement or upon LEIDOS's written request.

(b) If Customer becomes aware of any compromise of information provided by LEIDOS to Customer (an "Incident"), Customer will take appropriate immediate actions to investigate and contain the incident and any associated risks, including prompt notification to LEIDOS soon after learning of the incident. As used in this Section, "compromise" means that any information provided by LEIDOS has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as permitted under this Agreement. Customer will additionally provide its reasonable cooperation to LEIDOS in any investigation it may conduct regarding the nature and scope of any incident. (c) Any LEIDOS provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the internet, or (ii) during electronic storage if potentially accessible by the internet or otherwise by non-authorized users.

(c) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(d) Notwithstanding anything to the contrary in this Section or elsewhere within this Agreement, the parties shall not have any obligation to protect as proprietary or confidential any information that:

- (1) is or becomes available to the receiving party without restriction from another source; or
- (2) is or becomes generally available to the public other than by the receiving party's breach of this Agreement; or
- (3) was already known to the receiving party prior to disclosure of the information without obligation of confidentiality, as can be substantiated by written documentation; or
- (4) is developed by the receiving party completely independent of the access to the information provided by the disclosing party, as can be substantiated by written documentation; or
- (5) in the case of U.S. Government Customers, is required to be disclosed pursuant to the Freedom of Information Act (5 U.S.C. § 552), provided that the receiving party provides advance written notice of such required disclosure to the disclosing party.

(e) Notwithstanding anything to the contrary in this Section or elsewhere within this Agreement, the parties acknowledge that Baldwin County, by and through the Baldwin County Commission, is a governmental entity and shall have the right to disclose any information deemed necessary for the purpose of performing its work and providing services or information to the public or otherwise in accordance with applicable laws, rules and regulations. The parties acknowledge and agree that terms and conditions of this Agreement will be made public during the approval process and will be published on the Baldwin County agenda and websites.

7. WARRANTY AND DISCLAIMERS

7.1 Warranty Disclaimer. THE SERVICES ARE PROVIDED "AS-IS", "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LEIDOS AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LEIDOS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, THE SOCIAL MEDIA CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

7.2 Non-LEIDOS Services. LEIDOS does not provide any warranty, indemnification or support under this Agreement for any non-LEIDOS products or services, including but not limited to Third Party Services.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Intellectual Property Indemnification. LEIDOS will defend and indemnify Customer against any third party claim to the extent based upon a claim that the Services infringe a third party's U.S. patent or copyright. Customer shall (i) notify LEIDOS within 30 days in writing of such action, and (ii) at LEIDOS's request and expense, provide reasonable assistance and information in such defense. LEIDOS's obligation to defend or indemnify the Customer shall not apply if Customer is not subject to any actions for damages to the third party.

8.2 Exclusions. Notwithstanding the foregoing, LEIDOS will have no obligation under this Section 8 or otherwise with respect to any infringement claim to the extent caused by (i) any use of the Services not in accordance with this Agreement, (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by LEIDOS, (iii) Customer's continued use of any non-current, unaltered version of the Services following notification by LEIDOS that the non-current, unaltered version of the Services may be infringing and of the need to use a more recent version of the Services; or (iv) any unauthorized modification of the Services by any person or entity other than LEIDOS.

8.3 Indemnification by Customer. Customer agrees to defend and indemnify LEIDOS, in the same manner as provided in Section 8.1, as to any claim made against LEIDOS for infringement and any damages awarded against LEIDOS thereof based on any conduct by Customer described in subsections (i) through (iv) of Section 8.2.

8.4 Mitigation. In the event the Services are held or are believed by LEIDOS to infringe a third party's rights, LEIDOS shall have the option, and at its expense, to (i) replace or modify the Services so as to provide Customer with Services which are non-infringing, compatible and functionally equivalent, (ii) obtain for the Customer the right to continue using the Services, (iii) substitute the Services with services having substantially similar functionality and performance, or (iv) terminate this Agreement and provide Customer with a pro-rata refund of all current-year fees paid based on the then-remaining term for which such fees apply.

8.5 THIS SECTION 8 STATES THE ENTIRE OBLIGATION OF LEIDOS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 8.1 HEREIN, LEIDOS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL LEIDOS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE 'FEES AND PAYMENT' SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL LEIDOS HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT LEIDOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date the Customer executes an Order Form and continues until all Order Forms under this Agreement have expired or been terminated.

10.2 Term of Subscriptions. Subscriptions under this Agreement commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

10.3 Renewal. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

10.4 Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach 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.

10.5 Refund or Payment upon Termination. Upon any termination for cause by Customer, LEIDOS shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to LEIDOS for the period prior to the effective date of termination.

10.6 Audit Rights. Customer agrees that LEIDOS shall be authorized to enter its premises or to otherwise audit in any reasonable manner during regular business hours Customer's compliance with the provisions of this Agreement.

10.7 Surviving Provisions. The sections titled "Customer Responsibilities," "Fees and Payment," "Restrictions," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Intellectual Property Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1 Assignment. Customer may not assign, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Services) to any third party without LEIDOS's prior written consent. LEIDOS further expressly reserves all of its rights to object to any assumption or assumption and assignment of any license set forth herein.

11.2 Compliance with Laws. Customer will comply with all applicable laws and regulations in its use of the Services, including but not limited to export and import controls and the United States Foreign Corrupt Practices Act. The Services are covered and controlled by U.S. Export Control laws and may be subject to the export or import laws in other countries. Nuclear, missile, chemical biological weapons or nuclear maritime end uses or end users, whether direct or indirect, are strictly prohibited. Export or re-export to countries subject to U.S. embargo or to entities identified on U.S. export exclusion lists, including, but not limited to, the denied persons and specially designated nationals lists is strictly prohibited. Customer will defend, indemnify and hold harmless LEIDOS, its suppliers, agents, directors, officers and employees, from and against any violation of such laws or regulations by Customer.

11.3 Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals.

11.4 Entire Agreement. This Agreement, including any Exhibits and supplements incorporated herein, shall control and have precedence over the provisions of any purchase order issued by Customer. This Agreement shall contain the entire agreement and understanding between the parties with respect to the use, protection and maintenance of the Services and associated documentation and shall supersede and merge all previous or contemporaneous communications, negotiations, agreements, commitments, understandings, statements, and representations, whether oral or in writing, in respect thereto, and the terms of this Agreement may not be released, discharged, abandoned, changed or amended in any manner except by an instrument in writing signed by a duly authorized representative of each party. This Agreement may only be modified in a writing signed by authorized representatives of the parties. In the event of a conflict between the terms of this Agreement, the Statement of Work and/or an Order Form, the terms of this Agreement shall take precedence, followed by the applicable Order Form, followed by the applicable Statement of Work.

11.5 Force Majeure. Neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including, without limitation, acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign government; or shortage of materials.

11.6 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws and regulations of the Commonwealth of Virginia without regard to its conflict of laws provisions.

11.7 Independent Contractors; Non-Exclusivity. The parties hereto are and shall remain independent contractors. This Agreement shall not constitute, create, give effect to, or otherwise imply an employment relationship, teaming arrangement, joint venture, pooling arrangement, partnership, or formal business organization of any kind. Neither party shall use the name of the other in publicity releases, advertising, or similar activity without the prior written consent of the other.

11.8 Non-Solicitation of LEIDOS Employees. Customer agrees that, during the performance of this Agreement and for six (6) months thereafter, it will not, directly or indirectly, solicit or offer employment to, or accept from others services by, any LEIDOS employee. The foregoing shall not prohibit Customer from hiring any person as a result of the use of a general solicitation, such as an advertisement not specifically directed to employees of LEIDOS.

11.9 Notices. Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered personally, deposited with a commercially reputable overnight delivery service, or sent by certified mail via the United States Postal Service (return receipt requested) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee.

To LEIDOS:

Leidos Digital Solutions Inc.
2700 Prosperity Avenue
Fairfax, VA 22031

Attn: Howard Langston
Copy: Contracts Dept.

To Customer:

Baldwin County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507

Attn: Chairman
Copy: CIS Dept.

11.10 Remedies. Except as provided in Sections 9 and 10, the Parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that LEIDOS asserts that the Services contain valuable trade secrets and Confidential Information of LEIDOS and its suppliers, and that LEIDOS asserts that any actual or threatened breach of Sections 2, 5 or 6 will constitute immediate, irreparable harm to LEIDOS for which monetary damages would be an inadequate remedy, and that Licensor may seek injunctive relief.

11.11 Severability. If any provision of this Agreement is deemed by any court to be invalid, illegal or unenforceable, such provision will be enforced to the maximum extent possible and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

11.12 U.S. Government End Users. The Services constitute "commercial items" as that term is defined in FAR 2.101. If the Services are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Services will be only those specified in this Agreement.

11.13 Waiver. All waivers must be in writing. The failure of either party to insist in any one or more instances upon the performance by the other party of any of the terms or conditions set forth herein shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and such other party's obligations with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

LEIDOS DIGITAL SOLUTIONS, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____
