

AGREEMENT FOR SERVICES

Project Number or Name: Customer Queue Management System

THIS AGREEMENT is entered into as of the 19th day of July, 2019 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Q-Matic Corporation (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County. The County shall not unreasonably withhold consent for the Contractor to engage subcontractors.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents,

papers, and records which are pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or

2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification ("e-verify") program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment ("Department").

4) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

5) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

6) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

7) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. **Insurance.** In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) Automobile Liability: The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: Q-Matie-Corporation

By:  _____
(Signature)

Name: Kiran Lachumanna _____

Title: V.P Sales _____

Signed this 22 day of July, 2019

State of Colorado _____)
County of _____)

Subscribed and sworn to before me this _____ day of _____, _____

By _____.

My commission expires _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

CONTRACTOR: Q-Matic Corporation

By: _____
(Signature)

Name: _____

Title: _____

Signed this ____ day of _____, _____

State of Colorado _____)
County of _____)

Subscribed and sworn to before me this _____ day of _____, _____

By _____.

My commission expires _____.

Notary Public



ATTEST: Clerk to the Board

Karen Thompson

ARAPAHOE COUNTY

By: [Signature]

Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: 7/22/19

EXHIBIT A to Agreement between the County and Q-Matic Corporation.

Project Number or Name: Customer Queue Management System.

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the following services:

The Arapahoe County Clerk and Recorder's Office offers the following services across four branch locations: Motor Vehicle, Driver License, Recording, Marriage License, Passports and Election. There is a variety of signage and customers' initial interaction is usually with a greeter at the primary point of entry. During each visit, a customer is required to check in at a kiosk and select the necessary service option. Challenges include customers not knowing where to start and what is required, customers' inability to identify the correct counter the first time without unnecessary wait time, inability for staff to reroute customers to other counters during high volume times, and inability for office management to accurately track real customer interactions (metrics for customer service, wait times, types of customers and trends).

Q-Matic Corporation has been retained to design, develop, and implement its customer queuing solution to meet the needs and requirements of the Arapahoe County Clerk and Recorder's Office. This project is part of a program to improve the customer experience by reducing wait time, accurately tracking transaction time, provide the office with robust reporting capabilities and ability to measure customer sentiment, and provide an overall better service to customers.

Q-Matic's proposal submittal and answers to clarifying questions are hereby incorporated by reference. In the event of any conflicts between this Agreement and any solicitation documents, this Agreement shall control.

Q-Matic Corporation will recognize and follow Arapahoe County's vision for the queuing solution project. The baseline measurements (wait times/transaction times) for staff and for customers will be taken immediately after the "go-live" of this project and then periodically to help evaluate its success. Customer feedback will be used to assist in the evaluation process.

Self-service queuing kiosks will be installed at all four Clerk and Recorder branch locations. Q-Matic Corporation will be solely responsible for procuring all hardware, system software, and additional services as necessary for the application's successful implementation in a hosted environment. The hardware will be County owned. The Q-Matic application is to be designed and implemented in a hosted and redundant environment to be fully configured, supported and maintained by Q-Matic Corporation.

The parties expect that the Q-Matic application will be operational and in production by the end of 2019.

The **Scope of Work** for the project includes the following tasks, as further detailed in Section 5 Special Conditions below:

- A. Provide all hardware, software, and additional products/services required to support the creation, installation, and functionality of seven (7) queuing kiosks at the Clerk and Recorder's four (4) branch locations.
- B. Create a queuing Solution Configuration Document (SCD) and engage in discussion via conference call with designated County project team.
- C. Implementation of the Orchestra CFM application at four locations (Littleton, Aurora, Centennial, and Byers)
- D. Manage logistics of all hardware shipments, travel, installation and training schedules
- E. Installation of all equipment (hardware and software) purchased from Q-Matic
- F. Installation of Orchestra software on Q-Matic hosted environment.
- G. Solution Configuration based on agreed upon SCD

- H. LDAP (Lightweight Directory Access Protocol) implementation support by Q-Matic Systems Analyst
- I. Solution User Acceptance Testing of the Orchestra application
- J. Provide project management services including:
 - o Project Communication Plan
 - Prepare for and hold weekly project status meetings
 - Maintain Risk Log
 - Monitor issues
 - Refine Project Plan as necessary
 - Conduct issue resolution meetings
 - Monitor Change Requests, and maintain change request log
 - Evaluate change impacts to timeline, project cost, etc.
 - o Compliance with project timeline for full implementation by end of 2019
 - o On-site training to employees
- K. Provide ongoing maintenance and fully hosted support of application.

Project Assumptions

- o Q-Matic Corporation will provide a fully hosted solution with Managed Services. Q-Matic Corporation will have access to the systems in the Cloud and will not require remotely accessing County systems.
- o The County will designate ‘super user’ administrators to shadow software configuration by Q-Matic for training purposes and future support of the Q-Matic software
- o Q-Matic Corporation shall host all central system software at a location of their choosing after approval by County
- o The County shall provide browser that meets minimum Q-Matic requirement
- o The County shall assign dedicated resources throughout the agreed upon project timeline
- o Any Scope changes to be handled through the Change Order process and fees associated with effort are agreed upon before work commences
- o Q-Matic will implement all kiosk screen configuration and development as necessary for the successful implementation of the project
- o Installations are conducted during normal business hours
- o A normal work week is defined as Monday through Friday, 7:00 am – 4:00 pm MDT

2. Time of Performance. The services of the Contractor shall commence:

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: _____.

The services of the Contractor shall be completed, or shall end, by one year from the “go live” date of the Q-Matic application. The County thereafter has the option to renew the Agreement for up to four subsequent one year periods, provided, however, that the Contractor will maintain the same prices or discounts that were agreed to in the initial contract.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows:

- Lump sum due upon completion:
- Hourly rate of (to be billed monthly).
- Other:

Q-Matic Corporation has provided a total and comprehensive turnkey solution inclusive of all charges to support the functionality of the queuing kiosk system for all Clerk and Recorder branch locations and to meet all the requirements of this Agreement. The pricing summary is attached as **Exhibit B**.

This Agreement contemplates an implementation cost of \$224,882.07, and an annual maintenance payment of \$38,312.76 starting one year after full go-live.

The implementation cost is the all-in cost for providing the customer queuing management system at the Clerk and Recorder locations as set forth in this Agreement, including all hardware, software, design and implementation, delivery, on-site training, travel expenses, and continued managed services. The implementation cost includes the cost for one year of maintenance and support of the queuing system. Annual maintenance includes general changes, upgrades, mandatory and regulatory changes, new reports, ongoing training and user groups, etc. regardless of the module provided. Q-Matic Corporation is dedicated to providing a total hosted solution with managed services.

This Agreement contemplates adding optional services and products in the future. The parties agree to the pricing in the catalogue of services attached as **Exhibit C**.

The parties agree that the implementation payment will be made as follows:

- 40% payment within 30 days after project kickoff meeting;
- 20% payment within 30 days after go live at the Littleton branch location; and
- 40% payment within 30 days after the County's acceptance of the entire project and full go live (includes all branches operational and with no significant bugs).

4. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
 5334 South Prince Street
 Littleton, Colorado 80120-1136

 and (send to both)

 Arapahoe County Clerk and Recorder
 5334 South Prince Street
 Littleton, Colorado 80120

To the Contractor: Q-Matic Corporation
 2875 Breckinridge Blvd, Suite 100
 Duluth, GA 30096

5. **Special Conditions.**

- No special conditions
- Special Conditions are as follows:

- A. PROJECT MANAGEMENT
- B. TECHNICAL REQUIREMENTS

- C. SYSTEM DEVELOPMENT
- D. HARDWARE REQUIREMENTS
- E. SOFTWARE REQUIREMENTS
- F. TESTING
- G. SECURITY REQUIREMENTS
- H. TRAINING AND KNOWLEDGE TRANSFER
- I. DELIVERY AND IMPLEMENTATION
- J. MAINTENANCE AND POST IMPLEMENTATION SUPPORT
- K. DELIVERABLES SUMMARY

Exhibit B – pricing summary

Exhibit C – catalogue of services

Exhibit D – implementation/project plan

Exhibit E – Service Level Agreement and Penalty Clause

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A. PROJECT MANAGEMENT

1. Project Manager. Q-Matic Corporation shall function as the project manager for all Q-Matic software, hardware, development, and implementation services for the term of the contract. The Arapahoe County Clerk and Recorder’s Office will provide a Project Manager within the Clerk and Recorders office and a Business Analyst within Technology Services to assist in oversight of the entire project. Q-Matic Corporation’s Project Manager will be responsible for the success and completion of the project. Q-Matic will be responsible to:
 - o Assemble Q-Matic and County project teams.
 - o Set the project timeline and key activities associated with the project in coordination with the County.
 - o Agree upon the high-level solution prior to moving forward to full solution development and configuration (below).
2. Project Plan. Attached as **Exhibit D** is an initial Project Plan prepared by Q-Matic Corporation defining preliminary dates and milestones for completion of the queuing system project. Throughout the project, Q-Matic Corporation will employ ongoing project management techniques to ensure that the comprehensive Project Plan is updated as necessary, executed, monitored, reported on, and maintained.

Q-Matic Corporation will provide an updated Project Plan every two weeks to ensure project is proceeding as scheduled and to notify of any issues.

The Arapahoe County Clerk and Recorder’s Office considers the timing and quality of the Project Plan to be critical to the overall success of the queuing system project. In order to serve its intended purpose, this document must clearly describe:

- a. Project activities, task assignments, due dates and resources for both Q-Matic Corporation and Clerk and Recorder employees.
- b. Schematic drawing must build on the strategy and work plan included in Q-Matic Corporation’s Proposal and must reflect the fundamental strategy, approach, and roles and responsibilities outlined in the Proposal and refined during contract negotiations.

- c. The systems to be interfaced if applicable.
 - d. Module usage by function.
 - e. Implementation issues both generally and by section.
 - f. A high-level approach and plan for meeting key objectives and goals associated with the project.
 - g. The activities of Q-Matic Corporation and Clerk and Recorder personnel during the first four weeks of the project must be outlined so that a clear road map exists to guide the project during the planning phase for all activities that need to occur before the Project Plan is finalized and deployed.
 - h. The updated work plan must contain activities, due dates, and resource assignments for:
 - Installing and testing hardware and software
 - Conducting initial orientation and training
 - Any other activities for full implementation of the application.
3. Change Management. Q-Matic Corporation must utilize a formal change management process. Project deliverables and activities must be subjected to a rigorous quality management process that assures the delivery of high-quality products and services and manage any potential creep in scope. All changes must be approved by the Clerk and Recorders office if there is an impact to cost that will impact the budgeted contract amount or functionality.
- Q-Matic Corporation must use a written Change Management Plan which establishes the change management roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing the changes, both technical and other, during the life of the queuing system. This documented plan will describe how changes are identified, defined, evaluated, approved, and tracked to completion.
4. Staff Management. Clerk & Recorder will provide oversight for the entire project. However, Q-Matic Corporation must provide overall project management for the tasks in the Agreement, including the day-to-day management of its staff. Q-Matic Corporation must provide administrative support for its staff and activities and has overall responsibility for the success of the project.
- The Clerk & Recorder has the ability to request a new project manager from Q-Matic Corporation if the assigned one is not performing to expectations.
5. Status Meetings. As a part of its project management duties, Q-Matic Corporation must attend informational and status meetings. Such meetings may include meetings with the Project Managers and Clerk and Recorder's Office management team.
- The project managers will hold bi-weekly status meetings that follow a pre-set agenda. The status meetings will allow Q-Matic Corporation and Clerk and Recorder key stakeholders the option to discuss issues that concern either party. Prior to every status meeting Q-Matic Corporation is to create and distribute to all parties a meeting agenda and the updated Project Plan.
6. Status Reports. Q-Matic Corporation must provide electronic status reports on the project.
- The Arapahoe County Clerk and Recorder Project Manager will require status reports on a weekly basis and will reserve the option of requiring status reports during key periods of the project or if in his/her judgment circumstances warrant it. Q-Matic Corporation must provide electronic status reports on the project, which are due to the Clerk's Project Manager at least 24 hours before each meeting. Q-Matic Corporation's proposed format and level of detail for the status report will be subject to Clerk and Recorder Project Manager approval. However, status reports must contain, at a minimum, descriptions of the following:
- a. Any issues encountered and their current disposition
 - b. Whether deadlines were met
 - c. Any issues that need to be addressed before proceeding to the next task(s)

- d. Anticipated tasks to be completed in the next week
 - e. Tasks timely completed, tasks not timely completed, and tasks where delays are expected
 - f. Updated project schedule
 - g. Status of open issues
7. On-Site Availability. Q-Matic Corporation will provide for on-site availability of its employee(s) as follow:
- a. 1-2 days during each branch go-live
 - b. 2-3 days for training purposes.
8. Roles and Responsibilities. The parties will each have specific roles and responsibilities on the project and these are noted in the table below. Q-Matic Corporation must take note that the Clerk and Recorder's Office is resource constrained and has little latitude to absorb responsibilities listed for what is to be delivered as a result of this Agreement.

Task/Activity	Q-Matic Corporation	Clerk & Recorder Project Manager
Project Management		
Q-Matic Corporation Oversight		Responsible
Management of Q-Matic Corporation Staff	Responsible	
Management of Clerk and Recorder Staff		C&R Only
Project Plan and Updates	Lead Responsibility	Input, Review, and Approval
Kick Off Meeting	Lead Responsibility	Assistance
Status Meetings and Status Reports	Lead Responsibility	Input and Review
Issue Tracking, Analysis, and Escalation	Lead Responsibility	Responsible for Escalation to Clerk and Recorder
Change Management	Lead Responsibility	Must Review and Approve any Changes (and obtain approvals of Clerk & Recorder Mgmt team if necessary)
System Analysis and Design		
Requirements Validation	Lead Responsibility	Review and Approve
System Usage Analysis	Lead Responsibility	Review and Approve
Solution Configuration Document (SCD)	Lead Responsibility	Review and Approve
Site Specific Code Retrofitting Approach-for configuration of Clerk and Recorder specific functionality	Lead Responsibility	Input and Review
Site Specific Program Designs	Lead Responsibility	Review and Approve
System Documentation	Lead Responsibility	Review
Production Environment Setup and Maintenance	Lead Responsibility	
Performance Testing and System Tuning	Lead Responsibility	
Hardware and Software Customization		
Hardware Installation	Lead Responsibility	Input, Review, and Assistance
Installation of Application Software	Lead Responsibility	

Task/Activity	Q-Matic Corporation	Clerk & Recorder Project Manager
User Playground Setup and Maintenance	Lead Responsibility	
Configured Software	Lead Responsibility	
Site Specific Programs	Lead Responsibility	
Interface Application Software	Lead Responsibility	
System Customization for Arapahoe County specifics	Lead Responsibility	Input, Review, and Assistance
Testing		
Test Plans	Lead Responsibility	Input, Review, and Assistance
Application System Testing	Lead Responsibility	Input, Review, and Assistance
Acceptance Test Planning	Lead Responsibility	Input, Review, and Assistance
Acceptance Test Scripts	Lead Responsibility	Test Scenario Identification, Input, and Review
Acceptance Testing	Assistance	Review and Approve
Training and Knowledge Transfer		
Project Team Training	Lead Responsibility	Review and Approve
Training Plan	Lead Responsibility	Review and Approve
Training Curriculum	Lead Responsibility	Review and Approve
End User Training	Train the Trainers	Review and Approve
Training Technical Environment	Lead Responsibility	Input, Review, and Assistance
Training Materials	Lead Responsibility	Review and Approve
Training Facility		Review and Approve
Technical and Operations Training	Lead Responsibility	Input, Review, and Assistance
Knowledge Transfer	Lead Responsibility	Input, Review, and Assistance
Documentation		
All Documentation	Lead Responsibility	Review and Approve
System Implementation		
Implementation Plan	Lead Responsibility	Review and Approve
Production Readiness	Lead Responsibility	Input, Review, and Assistance
Production Cutover	Lead Responsibility	Input, Review, and Assistance
Procedures for User Support	Lead Responsibility	Review and Approve
Production and Post Implementation Support	Lead Responsibility	Review and Approve

B. TECHNICAL REQUIREMENTS

1. Q-Matic Corporation will provide a comprehensive turnkey solution, inclusive of all hardware, software, and necessary services, to support the installation and functionality of the queuing system kiosks at each Clerk branch location and in compliance with the terms of this Agreement.
2. Q-Matic Corporation will provide a fully hosted solution with managed services. Q-Matic Corporation will not require access to County systems.
3. The parties agree that the queuing system data is owned exclusively by Arapahoe County, and Q-Matic will not use Arapahoe County's data for any purposes outside of this Agreement.
4. Q-Matic Corporation will provide annually a copy of the queuing system database in a mutually agreeable format that allows the County the ability to access and manipulate its data.
5. Q-Matic Corporation will ensure the queuing kiosks are programmed to electronically notify its technical support any time there is an equipment malfunction, interface disruption, or maintenance issue. Q-Matic Corporation will provide all support services, repairs and maintenance to all equipment, including the cleaning of the screens, shelves, fascia, etc.

6. Q-Matic Corporation recognizes and will ensure that the queuing software and hardware solution provides as follows:
- a. Single customer activity assignment location, that will create an activity ticket for the customer (paper or possibly via email or text). The assignment location is already in place at each branch location within the Office of the Clerk and Recorder.
 - b. Up to ninety (90) customer activity locations, each with a networked computer that can access the queues for the Office of the Clerk and Recorder. These activities include, but may not be limited to, motor vehicle customer visits, recording, marriage license, request for records and passport transactions.
 - c. Ability to create multiple queue types associated to various types of activities or combined activities (e.g., Customer visits to register their vehicle, plate renewals, driver license, obtaining a marriage license, recording a document, and request for provisional ballot). The solution shall provide the ability to queue customer visits based on a preconfigured order and priority (first-in, first out, prioritize X ticket above Y ticket, etc...), including the ability to move tickets between service queues.
 - d. Solution can be configured to send email alerts to staff when service level thresholds are breached.
 - e. The solution shall provide the functionality to call customer tickets through a voiceover announcement and through digital monitor displays - (e.g., "Now serving ticket A237 at Station 12) or sound (like a bell or similar) that will help to keep customers notified of their progress in the queue.
 - f. Aside from large size screens and ticket production equipment, no other special hardware beyond existing network internet connectivity shall be provided by or required from the Arapahoe County Clerk and Recorder's Office. Any deviation from this requirement must be made in writing by Q-Matic Corporation and incorporated as an exhibit into this contract.
 - g. Ability to move/hold a customer's place in the queue (e.g., if they have to run back to their office to collect a document).
 - h. Management and supervisor tools (Dashboards) to override assignments, be notified if wait times exceed maximum desired, allocate additional or different resources based on load, and create reports.
 - i. Tiered log-on structure for Managers, Supervisors and Staff to have tiered security access to log into the application, functionality and reporting.
 - j. Canned manager/staff reports available at deployment without any additional development. The solution shall provide the ability to create ad-hoc reports without any additional development. The solution shall provide the ability to capture and report on metrics in a consistent and reliable manner. Supervisors and managers should be able to view daily, weekly, and monthly customer activity, services and performance down to the counter level. Reports must be able to be run daily, weekly, monthly, quarterly and annually. The solution shall provide functionality to generate reports to support our annual performance evaluations.
 - k. Real time monitoring capabilities for managers and supervisors to view who is logged in, their current state (Open, Closed, Ready for Customer, Not Ready for Customer, Wait Time, Number of Customers in Queue, etc...). Display for customers waiting by category, site, person, and service.
 - l. Ability to produce reports showing statistical information for staff logged in time, customers served, and staff productivity.
 - m. Staff training on how to use the tool as well as cross training among groups to better understand and handle multiple service channels.
 - n. Remote and, if necessary, on-site customer maintenance and support during normal hours of operation for hardware and software issues (M-F, 7:00AM - 4:00 PM, MDT).

- o. That the solution can be deployed “out of the box” with limited integrations to other systems and relies on network and power only after installation. Integrations include API to display wait time data on the internet (CivicPlus).
 - p. Modifications and changes to the configuration (e.g., new types of process flows) should be changeable onsite with minimal internal/external tech support and be performed by onsite technology coordinator with appropriate permissions and training.
 - q. Ability for staff to manage appointments, automatically accept appointments based on established parameters for appointment length based on type of activity requested, and automatic notification and reminder of appointments. Customers shall be able to schedule, reschedule and cancel their appointments without having to contact the Clerk and Recorder’s Office.
 - r. The solution shall provide the ability to manage queue hours and how those hours are dynamically dependent on whether customers are already waiting in line. We want to ensure that queues don’t automatically turn off before closing time, whether there are folks in the queue or not. The solution shall offer our internal Technology Coordinator the ability to change the queue times depending on if the office is operating under normal business hours, extended or week-ends etc.
 - s. The solution shall provide the ability for customers to provide a mobile number or email so that they can be notified when their “number” is called, allowing them to wait in the atrium or perform other duties, using their time more productively or enjoyably. Q-Matic Corporation is responsible for protecting and securing the Clerk’s customer information. The solution includes a personal data management module that allows the Clerk to determine how the application stores and purges customer data.
 - t. The solution shall allow for mobile kiosk capability utilizing wireless devices (e.g., laptops, tablets, smart phones) that connect to the service provider’s hosted network that could be used to make assignments or perform activities i.e. placing people in queue during high volume times.
 - u. LDAP (Lightweight Directory Access Protocol) implementation and support.
7. Q-Matic Corporation affirms adding in the future the optional products and services at the cost set forth in the catalogue of services attached as **Exhibit C**. Items to be added include:
- a. Customer Feedback Units – a small counter feedback unit would be placed at each customer counter. Once a ticket is called, the unit would offer the customer the ability to rate their level of satisfaction with the service received.
 - b. Customer Engagement Service – an email or text notification survey would be delivered to a customer post visit that would solicit customer feedback. All feedback results must be captured and reported in a pre-agreed upon format.
 - c. Creation of a test environment.

C. SYSTEM DEVELOPMENT

1. Q-Matic Corporation will perform a detailed review and analysis of the application requirements and develop the detailed specifications required to implement the queuing system project.
2. Requirements Validation and System Usage. Q-Matic Corporation will assist the Arapahoe County Clerk and Recorder’s Office in validating and updating business requirements for the project. Preparation for this must include the scheduling and conducting of requirements sessions with subject matter experts, administrators, and other appropriate personnel. These requirements sessions will be used to validate, update and revise requirements. Q-Matic Corporation will create a Requirements Validation and System Usage document and obtain County sign off prior to implementation of the queuing system application.
3. Solution Configuration Document (SCD). The parties will collaborate to produce the SCD. Q-Matic Corporation has final responsibility for drafting the SCD. The SCD is used to document the required solution configuration, any integration involved and outlines all expectations for the implementation.

4. Q-Matic will conduct initial training session for County designated staff to help drive configuration discussion.
5. Q-Matic Corporation will create kiosk screens as defined by Arapahoe County.
6. Q-Matic Corporation will assist with configuration of LDAP, if required.
7. Q-Matic Corporation will create the requested queues and service profiles.
8. Q-Matic Corporation will create a custom report design so that Clerk and Recorder staff may create reports without use of technical staff.
9. More complex reporting must be available to be done through County technical staff, who will be responsible for creating and customizing additional reports. Q-Matic Corporation will therefore provide report design services during the project, as well as comprehensive training to Clerk and Recorder technical staff, covering exploration of the applicable database structure and relationships to allow County technical staff to create customized reports.
10. Q-Matic Corporation will ensure the following reporting capabilities for the solution:
 - a. Orchestra contains its own integrated reporting engine.
 - b. All data from the reports can be exported to a flat file.
 - c. all reports may be single-click exported to XLS/PDF/CSV files
 - d. Q-Matic Orchestra is designed with customer flow reporting in mind.
 - e. The following reports are available:
 - Waiting times by hours/days/weeks/months/years
 - Transaction times by hours/days/weeks/months/years
 - Employee productivity by hours/days/weeks/months/years
 - Matter (transaction) Codes by hours/days/weeks/months/years
 - Queue and Services broken out on any report
 - Full selection of branch/office/date/time/user etc (all choices in selection menus)
 - Summary reports
 - All standard reports relate to the queuing functions and performance
11. All data is County owned and the County will be able to access and extract a copy of the data via hard drive or some other media.
12. Q-Matic Corporation will work closely with the Arapahoe County technical staff to plan and design all technical environments needed on the project, including all project and production environments and related network configuration.
13. Q-Matic Corporation is solely responsible for providing a fully operational and redundant hosted environment.
14. The County will purchase seven (7) queuing kiosks. Q-Matic will provide two (2) of the seven (7) kiosks to be used for configuration and training purposes prior to their being put into production.
15. System Documentation. Q-Matic Corporation must develop and provide to the Clerk and Recorder's Office all system documentation at the time the system is presented for final acceptance. Q-Matic Corporation must provide complete, well-written, and accurate technical, system, and user documentation. The documentation must be easy to follow, with each element, screen, and report fully documented. This documentation must be customized to reflect the windows, screens, element names, modified and configured functionality, and other distinguishing characteristics, and site-specific configuration applicable to the Clerk's Office. All documentation must be available in both paper and electronic form (in a format acceptable to the Clerk's Office). As part of this effort, Q-Matic

Corporation must explain and pursue appropriate options for providing parts or all of the documentation online. The documentation must be updated throughout the course of the queuing project. The documentation must include, at least, the following:

- a. User Documentation. Q-Matic Corporation must develop online user procedures, online help, and online policy documentation. In addition, Q-Matic Corporation must develop a hard-copy guide for users that provides log-on and logoff procedures and basic access and navigation instructions.
- b. Operations Documentation. Q-Matic Corporation must develop complete operations documentation for all applicable operations around the application. The operations documentation must include overviews of the application, system structure, major processing, required interfaces, report documentation and correspondence documentation. This includes any required periodic maintenance tasks. The operations documentation must also describe the overall batch or background process schedule, including dependencies, sequencing, and timing.
- c. Technical Documentation. Q-Matic Corporation must provide complete system documentation that documents the application software and its architecture (e.g. implementation view of the application architecture). This includes all programs, and executables, architecture of data fields etc. Q-Matic Corporation must maintain this documentation to reflect changes made throughout the project.
- d. Documentation of All Customization/Configuration Parameters. Q-Matic Corporation must document all customization / configuration parameters. The documentation must reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings.
- e. Business Analysis Documentation with Fit Gap Strategy. The management and administration business analysis and/ or business flow and fit gap solutions will be complete by the Q-Matic Corporation prior to pre design and installation of any final solution. This will be in the form of the SCD document.
- f. Service Level Agreement and penalty clause as set forth in attached **Exhibit E**.

D. HARDWARE REQUIREMENTS

1. Q-Matic Corporation is solely responsible for installing the necessary hardware and operating systems. Q-Matic Corporation will be responsible for configuring, and testing the servers, server peripherals, utilities, and system management software.
2. Clerk and Recorder will review and approve Q-Matic Corporation's recommendation for the hardware configuration.
3. Q-Matic Corporation is responsible for all development hardware and software for the creation and use of the testing environment for purposes of testing and development.
4. The Clerk and Recorder's Office will purchase from Q-Matic Corporation the hardware necessary for functionality of the queuing system. See hardware identified in pricing summary attached as **Exhibit B**.
5. Q-Matic Corporation agrees to the service levels set forth in the attached **Exhibit E**, Service Legal Agreement and Penalty Clause.

E. SOFTWARE REQUIREMENTS

1. Q-Matic Corporation is responsible for all operating system software and utilities necessary for the operation of the queuing system.
2. Q-Matic Corporation is responsible for all operating system, network, and communications software necessary for the workstations to access the servers and existing office automation software.
3. Q-Matic Corporation is responsible for performance monitoring and system management software necessary to monitor, tune, diagnose, and manage for system use.

4. Q-Matic Corporation is responsible for all software licenses to ensure fully functional operation (server, application, OS, etc...).
5. Q-Matic Corporation will install all required queuing system and third-party software and verify with Clerk and Recorder Project Manager that all modules are present and installed, the system operates in a stable fashion, that the system can be accessed from Clerk and Recorder's network, and that the documentation is complete.
6. Q-Matic Corporation team must work closely with Clerk and Recorder project manager, designated team members, subject matter experts and technical personnel in meeting process, workflow, and functional requirements via software configuration wherever it is feasible in terms of functional outcomes. Q-Matic Corporation must demonstrate the configured software as required during the project so that Clerk and Recorder personnel may review and approve it. Approved configurations must be rigorously unit tested and documented as well. Q-Matic Corporation must provide Clerk and Recorder Project Manager with all use cases, test plans and results from preliminary tests conducted against the test environment for the installation. Clerk and Recorder will utilize this documentation to validate and test for completeness of the installation.
7. Q-Matic Corporation will provide software product updates or upgrades which is part of the annual maintenance and support package. Any correcting upgrades are included in the agreed upon annual software and/or hardware maintenance and support pricing as well as any technical upgrades or enhancements.
8. Q-Matic Corporation agrees to the service levels set forth in the attached **Exhibit E**, Service Legal Agreement and Penalty Clause.

F. TESTING

1. Q-Matic Corporation will advise on best practices to conduct performance testing and system tuning for the fully configured and tested software prior to commencing live operations and at a preliminary point in the project sufficiently in advance of the implementation date to allow reasonable tuning. The Clerk and Recorder recognizes that performance testing and tuning activities may be necessary at several stages in the process.
2. All system components must be subjected to system testing performed by a test team composed of Q-Matic Corporation and Clerk and Recorder staff. Q-Matic Corporation will conduct unit, system and integration testing, and will facilitate and assist Clerk and Recorder with their system testing and acceptance testing responsibilities. The Contractor's system test team will function as system users during unit, system and integration testing and will evaluate all test outcomes. Q-Matic Corporation's system test team must provide all error resolution and other technical support as required.
3. System Test Plans. Q-Matic Corporation must facilitate and assist Clerk and Recorder staff with the preparation of system test plans. The test plan must be comprehensive in scope and must be drafted in cooperation with Clerk and Recorder Project Manager and subject matter experts. The test plans must verify that:
 - The new, configured, modified and unmodified software work in concert
 - The system has been properly configured for use for Clerk and Recorder
 - Reports work in accordance with Clerk and Recorder requirements
 - All scripts or job streams run properly, and
 - All interfaces function properly if applicable.
4. Application System Testing. Q-Matic Corporation will be responsible for conducting system tests in accordance with the approved system test plans. All system test results must be documented, exceptions analyzed, and any critical software defects corrected. Q-Matic Corporation must plan on leading selected Clerk and Recorder Project team members through the system test process so that Clerk and Recorder can verify completion of the test process. This test must be thorough enough to ensure that minimal software or configuration "bugs" are uncovered in the Acceptance Test (User

Acceptance) which will follow. Minimal software and configuration bugs are defined as no significant defects that would delay the timely completion of the User Acceptance Test.

5. Acceptance Test Plan. Q-Matic Corporation must prepare an Acceptance Test Plan based on Clerk and Recorder input, and which will be subject to Clerk and Recorder approval. The Acceptance Test Plan shall be built around the Clerk and Recorder's most important business scenarios but will include comprehensive testing of the software to ensure that it conforms to marketed or promised functionality. The plan must include:
 - Structuring of the test cycles, and
 - Organizing the test tracking, outcome tracking, and exception follow-up procedures.
6. Acceptance Test Scripts. Q-Matic Corporation must facilitate the preparation of the Acceptance Test Scripts, which will be created collaboratively with Clerk and Recorder Project Manager and subject matter experts. The scripts and testing instructions must be based on test objectives and business scenarios identified in Acceptance Test Plan. The Acceptance Test Scripts will include the following:
 - Explanations of test scenario
 - User actions, and
 - Expected processing outcomes.

G. SECURITY REQUIREMENTS

1. After completion of the initial software installation and configuration, Q-Matic Corporation must verify that all acquired modules are present and installed, that the system operates in a stable fashion, and that the system can be accessed from Clerk and Recorder's network.
2. Q-Matic Corporation will conduct walkthroughs and other sessions on system housekeeping, updates, and troubleshooting. If upgrades are required during the project, Q-Matic Corporation will be responsible for coordinating with the Clerk and Recorder Project Manager.
3. Q-Matic Corporation accepts responsibility that backup copies of the Orchestra server files and the production databases are made daily. Q-Matic Corporation also accepts responsibility that such backup copies are saved for seven (7) days.
4. RPO (Recovery Point Objective) is 24 hours, and RTO (Recovery Time Objective) is based on the service level agreement provided in **Exhibit E**.

H. TRAINING AND KNOWLEDGE TRANSFER

1. Training Schedule. Clerk and Recorder staff requiring training will represent a wide cross-section of the employee population. The training solution must serve the needs of this diverse group and provide training appropriate for each constituency. A training schedule will be agreed upon during the initiation discussions and will be documented in the SCD document. Q-Matic personnel shall execute the training for all designated personnel during the mutually agreed upon training schedule.
2. During the mutually agreed upon training schedule, Q-Matic will conduct training sessions onsite for the designated users and management personnel. Q-Matic will provide on-site training to Clerk and Recorder employees for 2-3 days, and will thereafter provide continuing access to online training.
3. Q-Matic agrees to provide 80 hours of on-site services, and an additional 20 hours of training to be performed in multiple sessions over web conferencing.
4. The Arapahoe County Clerk and Recorder's Office expects that Q-Matic Corporation will provide classes for four categories of training that the Clerk's Office deems essential to meet its goals.
 - a. Staff Training. Q-Matic shall provide end-user, administrator and management training to designated Clerk and Recorder personnel to support implementation and ongoing needs.
 - b. Project Team Training. Q-Matic Corporation must provide training to the project team, approximately 3-5 people. In the first weeks of the project, training must be provided using the installed baseline software. This training must cover:

- System architecture, navigation and functionality
- Q-Matic Corporation's basic strategy for meeting business requirements
- Configurable components and system options
- Online and batch operations
- Security, system options available
- Application Data Model, and
- Other topics useful in orienting the project team to the software

Q-Matic Corporation must also explain how the Clerk and Recorder project team members will have continued access to the "User Playground"/test environment to better understand system functionality and to try various business scenarios.

- c. As the project strategy and plan become finalized, Q-Matic Corporation must provide education sessions to project team members and key stakeholders on the approved strategy and plan. Key Clerk and Recorder executives and other stakeholders will also participate in determining the path to be taken.
 - d. As the project progresses, Q-Matic Corporation must provide focused sessions with supporting materials on how project responsibilities can be met. Such topics must include: developing desk level procedures, organizing for the cutover, managing current Clerk and Recorder operations during the cutover to the new system, establishing procedures for providing user support, and other relevant topics helpful to project team members in planning, organizing, and executing their assigned project roles.
5. Training Plan. Q-Matic Corporation must provide a detailed training plan for the analysis, design, implementation and evaluation of a comprehensive training program for the Clerk and Recording Software Implementation. The Q-Matic Training Manager will develop a detailed training plan with key County personnel to fully prepare all levels of users to adopt and manage the new software and hardware.

The Training Plan, which is to be updated on a regular basis and delineate training goals and objectives, will serve all levels of the project including the project team, system users, trainers and technical staff. The Training Plan will be based on comprehensive training needs assessment conducted by Q-Matic Corporation and must also describe the types of training to be employed to meet identified needs. The plan must focus on the initial implementation of functionality to replace the existing systems, as well as immediate training for Clerk and Recorder users and must address the long-term training of personnel as the application takes on progressively more importance during the phased implementation.

6. Training Curriculum. Q-Matic Corporation will identify and document the training curriculum that will be used to educate and train Clerk and Recorder staff in the technologies as required.
7. End User Training to Support Implementation. A train-the-trainer classroom approach will be pursued by Q-Matic Corporation to assist the Clerk and Recorder's Office in training employees who will be using the product. The main goal will be the effective training of approximately 90 users in a compressed timeframe. As part of this effort Q-Matic Corporation must provide:
 - a. Classroom materials to support the classroom training effort. These materials may then be customized further by Clerk and Recorder subject matter experts, with Q-Matic Corporation's assistance, to include desk procedure content, organization context information, and comparisons with previous procedures.
 - b. For explicit and comprehensive information, Q-Matic will supply hard copies of System Administration and User Guides with additional copies available in soft copy as needed. Administration and User Guides are written in easy-to-understand English and include the following:

- Introduction to the system
 - Detailed explanations of hardware (if applicable) and software components
 - Start-up, utilization, and end-of-day procedures
 - Trouble-shooting guidelines and maintenance instructions
 - System and component operation instructions
- c. Training for approximately 2-3 Clerk and Recorder trainer candidates in:
- Best practices on training for the proposed software
 - The system functionality on which they will be performing training
 - How to customize the training materials and set up specific reference data in the training environment
 - A stable, tested training environment pre-loaded with representative converted reference and historical data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes).
 - Assistance to the Clerk and Recorder trainers as they customize training materials and enter required data to support their future training exercise
 - Support to Clerk and Recorder trainers during training
8. Training Materials. Q-Matic Corporation must develop all training materials including training guides, speaker notes, syllabi, user materials and course curricula (including training objectives and outcomes). Q-Matic Corporation must also work with assigned Clerk and Recorder staff to incorporate policy, procedure, and specific personnel roles into the materials. All training materials must be reviewed and approved by Clerk and Recorder prior to the start of the training. Q-Matic Corporation must provide all electronic source documents and graphics used in the development and presentation of training.
9. Software Education Sessions. Q-Matic Corporation must provide education sessions that describes:
- a. The software configuration
 - b. Organization of software libraries
 - c. System operation procedures for use during the Project
 - d. System administration responsibilities, log on/log off procedures, workflow, and security
 - e. Other topics necessary to educate Clerk and Recorder personnel on system housekeeping during the project.
10. User Support Strategy and Approach. The Clerk and Recorder will expect Q-Matic Corporation to provide ongoing user support to answer operational problems and questions (system access, security profiles, program bugs, instruction in the use of the system, etc.). Q-Matic Corporation must provide a plan that addresses the following:
- a. Production support during the term of this Agreement.
 - b. Problem report tracking specific to Q-Matic Corporations call center
 - c. Staff training requirements
 - d. User support incident tracking procedures and tools
 - e. Evaluation of, response to, and escalation of reported incidents

Q-Matic Corporation as part of this statement of work have committed to meet the requirements above and will focus on a partnership with the Clerk and Recorder's office and dedicate the resources to ensure a smooth and seamless transition to the proposed solution. The system is designed to be

customizable to the County's specific workflows and environment. This flexibility allows the Clerk and Recorder's office to have input to create the desired solution and environment that will maximize resources and operational efficiencies. Q-Matic Corporation expert team will provide insight and recommendations to continuously improve efficiencies.

11. Training Facilities. All of the training is expected to take place at the Arapahoe County Clerk and Recorder's Office. The Clerk's Office will provide training facilities which Q-Matic Corporation must use for conducting training for which it is directly responsible. The Clerk's Office will rely on Q-Matic Corporation to recommend the appropriate mode (e.g. classroom, one-on-one, auditorium) in which the training will be conducted. The Clerk's Office has not yet determined the minimum or maximum number of users per session and would expect Q-Matic Corporation to determine optimal session sizes.

I. DELIVERY AND IMPLEMENTATION

1. Q-Matic Corporation is responsible for implementation of all modules, application and functionality of the queuing system project. Arapahoe County requires Q-Matic Corporation to participate heavily in the technical tasks associated with installing, configuring and tuning the hardware, software and database to ensure its readiness for production operations.
2. Q-Matic Corporation is responsible for all software permissions and security profiles configuration and testing.
3. Q-Matic Corporation is responsible for on-premise hardware configuration and testing to ensure operation with Orchestra application.
4. The Clerk and Recorder's Office requires an extensive and carefully structured approach to the implementation of the queuing system. This includes the organization and execution of cutover activities necessary to transition operations to the new system. Q-Matic Corporation must provide on-site support throughout the entire implementation period.
5. Implementation Plan. Q-Matic Corporation must produce an implementation plan that lists and describes activities needed to implement the queuing software. The implementation plan must demonstrate to the Clerk's Office how Q-Matic Corporation will successfully implement the application not to impede normal day to day operations. The plan must detail the approach for coordinating the following:
 - a. Final data conversion activities if applicable
 - b. Technical preparation and system changeover activities
 - c. Development of an implementation activities check list
 - d. Staffing requirements, by role and responsibilities, for both Q-Matic Corporation and Clerk and Recorder staff for all implementation activities
 - e. Implementation schedule
 - f. The process for developing a contingency plan for identifying, communicating, and resolving risks. This contingency plan will be developed during the Implementation Task.
 - g. Activities required to effectively operate and maintain the recording system. In addition to the activities, the plan must include, but not be limited to, staffing requirements by staff type, skill level, level of expected effort and the activities that must be performed by this staff.
 - h. Q-Matic Corporation must provide implementation assistance to Clerk and Recorder personnel assigned to this task. This will include the creation of implementation activity plans, implementation readiness checklists, and assistance to Clerk and Recorder users and managers who will perform tasks needed for successful implementation.
6. Implementation Readiness Letter. Q-Matic Corporation must provide an Implementation Readiness Letter that certifies that the recording software is ready for implementation. The Readiness letter must confirm:
 - a. All staff have completed staff and management training

- b. User Acceptance Signoff has been obtained from the stakeholders
 - c. All queues have been developed appropriately
 - d. All site preparation requirements have been met
 - e. User Support is established
 - f. All user and system supports are in place
7. Implementation Report. Q-Matic Corporation, upon approval by the Clerk's Office Project Manager, must implement the recording software solution in accordance with Q-Matic Corporation's approved implementation plan. The Q-Matic Corporation must produce an Implementation Report detailing all implementation activities and certifying that the system is operational and meets performance requirements.
 8. Production Turnover. Once the system has been approved, in writing, as ready for production, Q-Matic Corporation must work with the Clerk's Office to perform a production turnover procedure. Among other things, this procedure requires that Q-Matic Corporation turn over all system components in a systematic fashion into the production environment. Q-Matic Corporation must ensure that the source code, compiled modules (where required), job streams, other components of the production environment, and all documentation are ready and organized for the production turnover. The Clerk's Office will then ensure all compiled extension programs have corresponding source code and ensure that all programs are present. The Clerk's Office will also ensure that all components and modules of the production environment can be operated online or run to completion as appropriate, and that all modules, job streams (or scripts) are properly documented according to agreed-upon standards.

J. MAINTENANCE AND POST IMPLEMENTATION SUPPORT

1. Q-Matic Corporation must provide post implementation support for the entire term of the Agreement. This post implementation support must be provided by skilled Q-Matic Corporation personnel who has/have become familiar with the Arapahoe County Clerk and Recorder implementation over the course of the implementation effort.
2. Post implementation support may include but is not limited to performance checks, review of bugs and related fixes, and an assessment of issues raised by Clerk staff.
3. The Clerk and Recorder's general obligations. The Clerk's Office is responsible for the following in order to obtain the services agreed in this Agreement:
 - a. Q-Matic Corporation, in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.
 - b. Anti-virus solution must be in place, updated, with valid update subscription.
 - c. Power surge protection must be provided for all covered computers and devices.
 - d. Q-Matic Corporation must be provided with convenient and timely access to the equipment (if applicable) covered under this Agreement including remote access, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment.
 - e. The Clerk's Office will be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to the Clerk's facilities.
 - f. The Clerk's Office must agree to assign one employee to be liaison or contact person to Service Provider in order to make communications between both parties effective.
4. Access to software patches
 - a. The maintenance service includes releases of new minor Queuing system versions (software patches).

- b. A minor version is released to handle bug fixes and/or to keep applications up to date with new technology, e.g. support for new operating systems, new database versions or new browser applications or versions.
 - Minor releases are identified as x.1, x.2.
 - If not mentioned otherwise; the previous minor version is automatically withdrawn from the market when a new minor version is released.
 - Minor versions are only released for the latest major version of a software Application.
 - A minor version is compatible with the previous minor version and functionality in these remains. If a system has been customized for the Clerk's Office then the compatibility cannot be guaranteed.
 - Technically it is possible to update only from the previous minor version for which Q-Matic Corporation will provide the necessary tool(s) and information to do so.
 - c. The Clerk's Office may choose to install a new minor version. If a Clerk's Office chooses not to install a new minor version as advised by Q-Matic Corporation, Q-Matic Corporation's responsibility to support the Clerk's Office in issues affected by that specific minor version ceases.
5. Access to software upgrades
- a. Maintenance service includes releases of new major Queuing system versions (software upgrades).
 - b. A major version is released when significant changes or/and new features are added to the Queuing system.
 - Major versions are identified as 1.0, 2.0.
 - Technically it is only possible to upgrade from the latest release of the previous major release for which Q-Matic Corporation will provide the necessary tool(s) and information to do so.
6. Q-Matic care for hardware
- a. Q-Matic Corporation will deliver the appropriate original manufacturer replacement system/parts for hardware replacement and labor (if necessary) once it is determined that the hardware component needs to be replaced or repaired. Prior to Q-Matic Corporation sending an onsite technician, Clerk's Office personnel must check all connections and attempt repair with the guidance of Help Desk technicians via telephone.
 - b. The Clerk's Office shall notify Q-Matic Corporation of product and serial number being replaced. Q-Matic Corporation shall be responsible for the replacement of faulty hardware via UPS Express delivery from Q-Matic Corporation. The Clerk's Office must return faulty units and Q-Matic Corporation will pay for the return shipping cost of the faulty parts/components returned by providing an authorized return label.
 - c. Q-Matic Corporation does not provide any additional warranties, other than the original manufacturers warranty, for televisions, tablets, third party kiosks and/or computers/servers. Q-Matic Corporation reserves the right to change the list of third party eligible for coverage at any time.
7. The support service.
- a. The support service includes unlimited off-site support by telephone, e-mail or the Q-Matic Corporation Portal during the Service Hours, and includes the following Services:
 - Advice and guidance in response to Cases.
 - Identification of Bugs.
 - Diagnosis of Cases and problems.

- Interrogation of known fault information and provision of avoidance actions where applicable.
 - Providing solutions (workarounds) to the extent possible.
 - Responding to a Case according to its priority.
- b. Availability (Service Hours) and service levels are specified in the SLA attached as **Exhibit E**.
- c. Q-Matic Corporation shall strive to respond to a raised Case according to the time (response time) as set out in the SLA. Q-Matic Corporation shall strive to have a solution (a workaround) in place within the time (target workaround times), in accordance to the Case priority, as set out in the SLA.
- d. The Clerk's Office understands and hereby acknowledges that Q-Matic Corporation cannot guarantee that it will provide a workable solution for every Case within the target time. Q-Matic Corporation will, however, use its best efforts in order to achieve these targets.
- e. The Clerk's Office acknowledges and agrees that services required due to failures and/or cases caused by any of the following circumstances are not considered normal maintenance or support and are not covered under the Services of this Agreement.
- Service and repair made necessary due to accidents, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, burglary, or similar circumstances.
 - Service and repair made necessary by the alteration, modification or relocation of software and/or equipment other than that authorized by Q-Matic Corporation.
 - Service and repair made necessary by utilizing non-authorized supplies (i.e. tickets).
 - Service and repair of damage or problems caused by neglect, malicious activity, or misuse including, without limitation, use of the queuing system for purposes other than which it was designed, by the Clerk's Office, its employees or third-party contractors.
 - Service or repair due to electrical damage caused by electrical wiring at system location or resulting from electrical surges, sags, or spikes.
 - Service and repair made necessary by bugs released by other software vendors, e.g. adverse effects from installing updates or service packs.
 - Development work: All development work requested and approved by the Clerk's representative.
 - Resolving user generated input problems. (User inadvertently affects the data integrity which can only be resolved via technical intervention.)
 - Operating system and database level security.
 - Disaster Recovery Service.
 - Support for self-upgrades.
8. Process to create a Case
- a. If the Clerk's Office experiences an error the Clerk's Office may report a Case.
- b. If the Clerk's Office is provided with a web-based system to log Cases then that system shall be used for raising a Case. A Case is considered raised if and when all information required by the web-based system has been submitted.
- c. If the Clerk's Office is not provided with a web-based system to raise Cases then e-mails shall be used for raising a Case. A Case is considered raised when an e-mail including the following details

has been received by Q-Matic Corporation at support.us@qmatic.com or speaking to a Q-Matic Corporation Support Technician by calling (800) 852-6768.

- d. Information required includes
 - Name, company, department and contact details of originator.
 - Service Provider's internal reference number.
 - Priority of the Case.
 - Severity of the Case – number and type of end users impacted.
 - The Case location - if applicable.
 - The Case start time (date and time), i.e. when the Error was first noticed.
 - Case description, with a history of the events leading up to the Case and any corrective measures already undertaken to resolve it – if applicable.
 - Operating system used (for example, Windows XP, 7) if applicable.
 - Whether the Case has occurred before.
 - Any supporting documentation, such as screen shots, error logs, code listings, messages or other evidence of the fault.

K. DELIVERABLES SUMMARY

1. Project Management documentation as set forth in Section 5.A.
 - a. Project plan(s).
 - b. Change management plan.
 - c. Status reports.
2. System Development documentation as set forth in Section 5.C.
 - a. Requirements validation and system usage document.
 - b. Solution Configuration Document (SCD).
 - c. System documentation, including the following:
 - user guide,
 - operation documentation,
 - technical documentation,
 - customization/configuration parameters,
 - business analysis documentation, and
 - Service Level Agreements.
3. Testing documentation as set forth in Section 5.F.
 - a. System test plans.
 - b. Acceptance test plan.
 - c. Acceptance test scripts.
4. Training documentation as set forth in Section 5.H.
 - a. Training schedule
 - b. Training plan

- c. Training Curriculum
 - d. Training materials
5. Delivery and Implementation documentation as set forth in Section 5.I.
- a. Implementation plan
 - b. Implementation readiness letter
 - c. Implementation report
 - d. Production turnover procedures

Investment Summary

Software	\$91,219.20
Hardware	\$62,859.68
Professional Services	\$58,793.25
2019 Support & Maintenance	\$8,278.92
2019 Hosting & Managed Services	\$3,068.58
TOTAL	\$224,219.63

1/1/2020 to Dec 31, 2020 - Renewal

Software Maintenance	\$16,557.84
Hardware Maintenance	\$15,447.12
Hosting & Managed Services	\$6,137.16
2020 TOTAL	\$38,142.12

Product Details & Bill of Materials

Software

Product code	Product description	Qty	Unit	List price	Net Unit Price	Net total
10115600	Orchestra 7 Platform	90	EA	\$12.00	\$12.00	\$1,080.00
10115620	Appointment Manager – Entry	35	EA	\$58.80	\$58.80	\$2,058.00
10115700	Delivered Services, Outcomes, Marks	90	EA	\$36.00	\$36.00	\$3,240.00
10115640	Counter	73	EA	\$86.40	\$86.40	\$6,307.20
10115643	Concierge	20	EA	\$209.00	\$209.00	\$4,180.00
10115644	Staff Notifications	90	EA	\$27.60	\$27.60	\$2,484.00
10115680	Customer Notification	90	EA	\$27.60	\$27.60	\$2,484.00
10115681	Voice Announcements	90	EA	\$12.00	\$12.00	\$1,080.00
10115682	Media Display	14	EA	\$222.00	\$222.00	\$3,108.00
10115683	Digital Signage	14	EA	\$456.00	\$456.00	\$6,384.00
10115660	Reports	90	EA	\$30.00	\$30.00	\$2,700.00
10115661	Analysis	13	EA	\$564.00	\$564.00	\$7,332.00
10115662	Operations Panel	90	EA	\$54.00	\$54.00	\$4,860.00
10115720	Hardware monitoring	90	EA	\$16.20	\$16.20	\$1,458.00
10115721	Auditing	90	EA	\$18.00	\$18.00	\$1,620.00
10115722	Surface Editor	90	EA	\$7.20	\$7.20	\$648.00

10115723	SAML/LDAP	90	EA	\$18.00	\$18.00	\$1,620.00
10115740	Distributed Operations	5	EA	\$732.00	\$732.00	\$3,660.00
10115685	Context Marketing	90	EA	\$74.40	\$74.40	\$6,696.00
10115620	Management Info Integration	90	EA	\$30.00	\$30.00	\$2,700.00
10115625	Journey Manager – Premium	90	EA	\$258.00	\$258.00	\$23,220.00
10115403	SW Hub Media Player License	5	EA	\$460.00	\$460.00	\$2,300.00

Hardware

Product code	Product description	Qty	Unit	List price	Net Unit Price	Net total
10216100	Qmatic Hub	5	EA	\$682.00	\$682.00	\$3,410.00
10213043	Intro 5	1	EA	\$1,437.50	\$1,221.88	\$1,221.88
10213204	Table Stand Tp/Intro 5-8	1	EA	\$102.35	\$102.35	\$102.35
11040302	Power Cord 3 Pole Iec320-C13 Usa Blk	1	EA	\$16.10	\$16.10	\$16.10
10216110	Intro 17 Generation 2	7	EA	\$5,520.00	\$4,526.40	\$31,684.80
10214251	Floor Pedestal Intro 17	7	EA	\$684.25	\$684.25	\$4,789.75
10214192	Barcode Reader Kit Intro 17 / Vision	7	EA	\$966.00	\$772.80	\$5,409.60
10214186	Barcode Shelf Kit Intro 17	7	EA	\$316.25	\$253.00	\$1,771.00
11040302	Power Cord 3 Pole Iec320-C13 Usa Blk	7	EA	\$16.10	\$16.10	\$112.70
99900564	Bogen 35 Watt Mixer Amplifier - Classic Series UL/CSA	5	EA	\$396.00	\$396.00	\$1,980.00
99900565	Control 12C/T Compact Ceiling Speaker	15	EA	\$68.10	\$68.10	\$1,021.50
99900394	UPS Battery Backup	5	EA	\$110.00	\$110.00	\$550.00
99900559	8-Port Ethernet Switch	5	EA	\$125.00	\$125.00	\$625.00
99900538	HDMI over Cat5 – 4-Port Transmitter	5	EA	\$330.00	\$330.00	\$1,650.00
99900539	HDMI over Cat5 Receiver/Extender	14	EA	\$260.00	\$260.00	\$3,640.00
99900552	HDMI over Cat5 – Terminating Receiver	14	EA	\$187.50	\$187.50	\$2,625.00
10900085	TICKETROLL TP BLACK	5	CAR	\$450.00	\$450.00	\$2,250.00

Professional Services

BA1001	Business Analyst Hourly	20	EA	\$175.00	\$175.00	\$3,500.00
IN9090	Installation	80	EA	\$140.00	\$140.00	\$11,200.00
PM1001	Project Management Services Hourly	60	EA	\$160.00	\$160.00	\$9,600.00
SA1001	Systems Analyst Services Hourly	120	EA	\$175.00	\$175.00	\$21,000.00
SH9090	Shipping & Handling - UPS Ground	1	EA	\$0.00	\$4,873.25	\$4,873.25
TR9087	Trainer Level II Hourly(Web Ex)	20	EA	\$165.00	\$165.00	\$3,300.00

TR9090	Travel Expenses	2	EA	\$2,000.00	\$2,000.00	\$4,000.00
TR9088	Trainer Level I Hourly	10	EA	\$132.00	\$132.00	\$1,320.00
LG0001	English (included with voice unit at no charge)	4	EA	\$0.00	\$0.00	\$0.00

Managed Service

Product code	Product description	Qty	Unit	List price	Net Unit Price	Net total
10999652	Managed Service, Large	6	MON	\$511.43	\$511.43	\$3,068.58
Managed Service TOTAL:						\$3,068.58

Qmatic CARE						
Product code	Product description	Qty	Unit	List price	Net Unit Price	Net total
10999611	CARE ORCHESTRA 7 PLUS	6	MON	\$1,394.04	\$1,379.82	\$8,278.92
20999450	CARE Hardware / Replacement	0	MON	\$1,287.26	\$1,287.26	\$0.00
Qmatic CARE TOTAL:						\$8,278.92

Hardware

Product code	Product description	Qty	Unit	Net Unit Price	Net total
10320150	EXPRESSIA 205 GENERIC - ENGLISH	70	EA	\$117.30	8,211.00
Hardware TOTAL:					8,211.00

Software

Product code	Product description	Qty	Unit	Net Unit Price	Net total
10115701	Customer Feedback (Local)	130	EA	\$36.00	4,680.00
10999491	Customer Feedback SaaS (Price per feedback)	1	EA	\$1 per response	0.00
10115684	Mobile Ticket	130	EA	\$54.00	7,020.00
10115741	High Availability	130	EA	\$7.20	936.00
10115742	Staging	130	EA	\$7.20	936.00
10999650	Additional Server, Small, Test Environment (Annual)	12	EA	\$207.14	2,485.68
Software TOTAL:					16,057.68

Project Implementation Timeline (Tentative)				
Task ID	Task Name	Duration	Predecessors	C&R Target Dates
1	Project: Arapahoe	60 days		
2	Award	0 days		
3	Project Kickoff	1 day	2FS+5 days	Project Kickoff - August 5, 2019
4	Solutioning Workshop	14 days		3
5	Test Environment Built	7 days		4
6	Solution Testing	14 days		5
7	Change Control Management	0 days		
8	Spinup Production Environment	3 days		6
9	Pilot Deployment	29 days		September 1, 2019
10	Site Survey	1 day		3
11	Pilot Site Installed	2 days		5
12	Pilot Site User Training	2 days		
13	Pilot Go-Live	0 days		12
14	Go-Live Support	1 day	13SS	
15	Monitor Operations	14 days		14
16	Primary Rollout	36 days		October 1, 2019
17	Site Surveys	10 days		13
18	Site 1 - Littleton Branch	3 days		9 October 1, 2019
19	Installation	2 days		
20	User Training	2 days		
21	Go-Live	0 days		20
22	Go-Live Support	1 day	21SS	
23	Site 2 - Centennial Branch	3 days		18 October 21, 2019
24	Installation	2 days		
25	User Training	2 days		
26	Go-Live	0 days		25
27	Go-Live Support	1 day	26SS	
28	Site 3 - Aurora Branch	3 days		23 November 11, 2019
29	Installation	2 days		
30	User Training	2 days		

31	Go-Live	0 days		30	
32	Go-Live Support	1 day	31SS		
33	Site 4 - Byers Branch	3 days		23	December 2, 2019
34	Installation	2 days			
35	User Training	2 days			
36	Go-Live	0 days		30	
37	Go-Live Support	1 day	31SS		
41	Monitor Operations	1 day	18SS,23SS,28SS		
42	Project Closure	5 days		16	December 16, 2019

Qmatic shall provide Client with a service credit in the amount of five hundred dollars (\$500) for each incident that exceeds the Resolution Time for Critical or Major incidents. The SLA/Service Credits will not apply to any performance or availability issues:

1. Due to Force Majeure Events or arising solely from errors or failures of Client's systems;
2. That solely result from Client's or third-party hardware or software, except to the extent (i) such third-party hardware or software is necessary for use of the CFM System and any additions, modifications, upgrades or patches thereto, or (ii) Qmatic has authorized the use of or instructed Client to use such third-party hardware or software;
3. Caused by Client's failure to install upgrades or patches within thirty (30) days after Client has received written instruction from Qmatic to install such upgrades or patches;
4. For multiple reports of the same single support Case, whether manually or auto-generated. The SLA credit applies only to the initial submission of a report for each Case. For the avoidance of doubt, SLA credits shall be given for multiple occurrences of the same incident, i.e., reoccurrences of the incident after the initial incident has been fixed.

Service credits will be capped at 20% of the annual value of the contract.

Service Levels

Service	Priority	Response Time (Service Hours)	Resolution Time (Service Hours)	
Service Support	1	Critical	1 hour to confirm case	8 hours
	2	Major	2 hours	16 hours
	3	Normal	4 hours	24 hours
	4	Minor	4 hours	48 hours

Priority definitions for Cases

Priority	Type	Description
1	Critical	<p>All CFM System services come to a total halt or if the CFM Systems functionality is affected in such a way that the system is no longer usable or crucial processes cannot be executed.</p> <p>Examples:</p> <ul style="list-style-type: none"> • CFM System services are not available for all branches • Data corrupted • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response. • System repeatedly crashes
2	Major	<p>Any individual element of the CFM System service or infrastructure component failing. There is a partial workaround but the ability to maintain CFM Service is severely degraded.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Critical Equipment Failure (Kiosk/Hub) • Partial System or Application failure i.e. a severe fault or disturbance affecting an area of functionality, but not the CFM System service. • Severely downgraded performance due to failures in the CFM System hardware or software, for example, prolonged response times, poor performance in terms of email reaction and/or delivery time. • Case encountered with localized or isolated impact.
3	Normal	<p>Intermittent Cases encountered with minimal impact to CFM System service operations. These may be localized to individuals.</p> <p>There is a partial workaround but the ability to maintain CFM System services is slightly degraded.</p> <p>Examples:</p> <ul style="list-style-type: none"> • End users are experiencing a technical problem with CFM System services. • Multiple attempts are required to use or access CFM System services.
4	Minor	<p>Consultation on particular functions or configuration.</p> <p>Requests for documentation or information.</p>