



BS&A Cloud

Request for Proposal for:

County of Lapeer, MI

Accounting Software System

RFP #103024

Submitted by:

BS&A Software
14965 Abbey Lane
Bath, MI 48808
(855) 272-7638

Steve Rennell
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Closing Date:
November 29, 2024
10:00 am (Eastern)

Tab I – Transmittal Letter



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November 29, 2024

County of Lapeer
255 Clay Street
Lapeer, MI 4846

We are pleased to respond to the County of Lapeer's Request for Proposal for an Accounting Software System with BS&A Cloud, our new cloud-based ERP system.

The following details outline our solution including:

- Software Modules
- Project Management and Implementation Services
- Training
- Ongoing Support and Maintenance

For over 30 years, BS&A Software has provided software solutions for local and county government. Governmental software is and has always been our sole focus. With over 2,500 clients, 200 employees and \$30 million in annual revenue, BS&A is a proven leader in the governmental ERP market.

We have reviewed the County's RFP and have a clear understanding of the goals, objectives and requirements. We are confident in our ability to deliver solutions that consistently exceed our client's expectations. Our success is evidenced with a greater than 99% retention rate.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I will be pleased to assist you and can be reached at 855-BSA-SOFT.

Sincerely,

A handwritten signature in blue ink that reads "Steve Rennell".

Steve Rennell
Account Executive
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Tab II – Firm Profile

Headquarters:

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Mission Statement

BS&A Software is driven to excellence in all areas of our business. We focus our efforts on building lasting customer relationships through unparalleled support and pursuing continued improvement in our solutions through innovation and customer feedback.

Company History

BS&A Software, LLC began with a vision of providing public sector software exclusively for local and county governments in the State of Michigan. Our solution set has since grown to a full municipal ERP offering including Financial Management, Human Resource Management, Community Development, Utilities and Public Works, and Assessing and Property Tax solutions. With the growth in products, our customer base has expanded to include municipalities throughout the United States. We exclusively serve the public sector – all 2,500+ of our clients are local, county and other government entities. BS&A employs over 250 team members involved in development, sales, project management, implementation, training, and technical support. The majority of our staff are dedicated to the development and support of the proposed Modules. We are a privately held company, focusing on consistent controlled organic growth. We pride ourselves on having developed our solution in-house, allowing us to be responsive to customer and market feedback.

BS&A Software is an equal opportunity employer. BS&A Software prohibits discrimination based on a person's race, color, creed, national origin, age, sex, height, weight, religion, marital status, disability, pregnancy, genetic information, or any other characteristic.

Tab III - Executive Summary

Overview

BS&A Software is proposing our fully integrated ERP solution in response to Lapeer County's RFP for Accounting Software System. Our response demonstrates our understanding of the County's requirements and our ability to provide comprehensive yet easy-to-use solution along with professional services ensuring a successful implementation. We have over 2,500 clients using our software, all within the public sector. Our clients range from small to large municipalities, special districts and county governments. We obtain and retain our clients by continually refining both our software and our processes, ensuring we meet and exceed all expectations, while delivering unparalleled support. Our Software is built with the latest web development tools available. BS&A Software utilizes Microsoft SQL as its database engine and is provided as a site license with unlimited concurrent users.

Keys to Success

All of our team members are expected to deliver the highest level of customer service. In order to ensure a successful system and implementation, we have identified the following objectives and strategies:

1. **Implement Operational Improvements:** BS&A strongly believes that while implementing a new system, numerous opportunities will arise to increase operational efficiencies. Our experienced implementation consultants will collaborate with your team to identify and incorporate best practices and process improvements that will tighten internal controls and increase productivity.
2. **Focus on Training:** A major contributor to the success of a new system is effective training. BS&A will customize a training plan specific to this project and your needs.
3. **Implementation Experience:** BS&A has successfully completed over a thousand implementations, and provides highly experienced project management resources to guide the project from start to finish.
4. **Support:** Delivering the highest quality customer care is the foundation upon which we have built our organization.

Continued Growth

Our gross sales have increased an average of 20% per year over the last several years. We are a consistently profitable organization that averages 20+% profit margins. We are managed very conservatively and carry no long-term corporate debt.

Client Retention

Our superior software and service have not gone unnoticed in our market. Our track record speaks for itself. Over 2,500 government entities have successful implementations of one or more BS&A Software products. BS&A Software has enjoyed unprecedented 99% client retention over our entire product line for 25 years. Moreover, we have never lost a Financial Management client to any competitor.

BS&A Software Benefits

Since 1987, our trademark has been to provide great software and world-class customer service. BS&A has prospered in the competitive public sector market; by doing business the right way. We believe in 100% controlled organic growth opposed to growth through mergers and acquisitions. As a private company we are able to focus on our clients and employees, without having to make sacrifices to satisfy shareholders.

- **Customer Support & Satisfaction** – BS&A believes that customer satisfaction is the single most critical factor to the long-term success of any company. We are so confident that we deliver the highest level of customer service and support that we have provided a complete client list as part of our proposal, in

addition this list is also available on our company website. We encourage you to contact any of our existing clients, as they are our strongest advocates.

- **Site License:** As a standard process, BS&A provides each municipality with a site license, whereby they can run our software with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.
- **Data Conversion:** BS&A sets the bar in terms of data conversion efficiency, and minimizes efforts on the County's part. Instead of placing the burden of data conversion on you, we take the bulk of the responsibility for this process. We will not force you to provide data in a predefined BS&A format. Whether you choose to convert all of your data or just the critical components, BS&A conversion fees will not change, unless changes to the scope of the conversions are requested.
- **Integrations:** BS&A provides out of the box and user configurable integrations for a large number of required systems (Banks, State Government, IRS, Benefit Providers, Purchasing Cards, etc.) We do not charge any extra fees for these integrations and, in most cases, we will create similar integrations at no cost.
- **Professional Services:** BS&A representatives will deliver the implementation services for all of the proposed Modules, without the use of a third-party. Our Project Managers, along with our Implementation & Training team, have been involved in hundreds of successful projects similar to the County's.

Michigan Presence

BS&A is based in Michigan and committed to address the needs of local and county government throughout the state. BS&A has over 1,000 clients in the state of Michigan that use the Financial Management components proposed. Every single Michigan County uses the BS&A Tax and Assessing solutions. Sixty (60) of Michigan's 83 counties use the Financial Management software included in our response.

Tab IV – Project Approach

9.1 Current Environment

BS&A Software is proposing a fully integrated ERP solution in response to the County's RFP for Accounting Software System. The BS&A team completes hundreds of data conversions each year. Leveraging this experience, we have evolved our processes to the point where they are Best-In-Class.

9.2 Scope

BS&A Cloud is a web-based Enterprise Resource Planning (ERP) software that streamlines all government business practices, allowing information to be easily shared across all parts of the organization.

Global ERP Functionality

- Dashboards are customizable to display data relevant to a specific user or role in multiple different formats e.g. charts, graphs, tiles and list views.
- Notifications can be provided whenever an action is required for approval or if a record or field is updated. These notifications can be sent within the Module or via text or email.
- Internal chat provides an efficient way for your team members to collaborate while working within the Module.
- Customizable workspaces and views allow for each user to view a set of data in the most relevant manner. Multiple workspaces can be saved with different filters allowing each user to quickly view the same data in different ways.
- Our powerful customizable workflow allows the software to be configured to meet your needs and work with your processes. Workflow can route documents for approval, notify you when a specific record or field has been updated, and even automate the running of a report.
- Master name and address records allow the user to inquire as to what any person or company owes the County across all modules.
- Role based security simplifies the creation and deployment of security and user setup as well as the ongoing maintenance.
- Favorites enables the user to customize the menu to their specified preference allowing for quick and easy navigation of the Module.
- Global Search enables you to search or navigate the system by simply typing what it is you would like to view or do. This eliminates the need to remember where to click to run a process or view a specific record.
- Single Page Module (SPA) architecture reducing the need to always refresh a screen or open a new tab.
- Unlimited user defined fields on all record types.
- All reports can be emailed or printed to Excel, PDF, or other Modules and file formats.
- Individual User Report Profiles allow users to run saved sets of reports.
- Detailed audit tracking to log all changes made.
- Integration with GIS Integration with Laserfiche ECM Suite.

General Ledger

BS&A's General Ledger module is the foundation of our cloud-based Financial Management Suite. It acts as the central data warehouse for financial entries from our other seamlessly integrated modules tied to GL accounts while also providing strict security and control.

It is a powerful general ledger system designed using Generally Accepted Accounting Principles (GAAP) for fund accounting and the specific needs of governmental GASB reporting. We provide a flexible chart of

accounts structure and sophisticated reporting tools to comply with state regulations and to meet the specific needs of Cities, Counties, and Townships.

All GASB 34 reports are built-in with no need for a separate reporting module. Enter Adjustment journal entries in a separate Adjustments fund or in a GASB 34 Adjustments area.

Run statistical reports to identify major/minor funds with support calculations. Run reports in a summary format – the prescribed reporting format – or in a detailed format, which shows general ledger balances and adjustments. Summary report formats provide drilldown into individual account balances.

Budgeting is integral to the financial function of any municipality, and unlike some other systems, it is included as part of the BS&A GL module.

Budgeting

The Budgeting function supports decentralized budget entry, imports of preliminary budgets from spreadsheets, and multiple user-definable budget levels.

The final budget document is completely user-definable or may be saved as a spreadsheet to give you unlimited options in formatting.

BS&A's Budgeting function allows for budget projections, worksheets, and proposed budget reports that can be used for review and approval and are fully exportable for use with other analysis tools.

It interfaces with HR allowing you to load the budget with key information such as; employee longevity, grade, raises and benefit projections.

You can build projections based on prior year actuals or the past several rolling years actual amounts and then increase/decrease by percentage.

With the Budgeting function, you can review mid-year projections so you can make adjustments to the budget as well as calculate what-if scenarios.

And, being a fully integrated cloud-based solution, the information you are reviewing and using is all real-time and provides an additional level of integrity of the data.

Project and Grant Accounting

Project accounting empowers you to budget for current projects as you would for departments and funds.

With Project accounting you are able to quickly view the budget status for the project in real-time, with comprehensive drill down functionality to view the transactions that make up your activity. If you need to roll project activity into the overall activity of their parent fund or departments, it is as simple as unchecking an option to transition from granular to high-level project details.

Grant accounting has become critical to municipal accounting. With BSA's Grant Accounting, you are able to Budget and report your grant activity in the Grant's Fiscal Year, as it can be unique to your municipality FYE.

Grant Accounting provides you the versatility to budget for the present year as well as future years where you may be planning large purchases or projects that are grant funded. Perhaps your Grant requires use of the

funding within the next few years; we can easily track items such as our lifetime activity, expiration date, and activity relative to budget within the Grant view, as well as detailed grant reports.

Bank Reconciliation

Many software applications use the term “reconciliation”, when in fact they merely offer the ability to mark the checks cleared. While BS&A allows for this functionality, identifying open and cleared transactions – manually or electronically via export file from your bank – we offer a more comprehensive solution.

BS&A also allows for the grouping of cash transactions by deposit and reconciles other transactions (e.g. manual journal entries) that affect cash. This enables a complete reconciliation between your general ledger account balances and your corresponding bank account balances.

As with all the BS&A modules, our Bank Reconciliation function gives users search and exporting capabilities.

Allows for multiple bank accounts and pooled cash functionality. You can easily clear transactions in groups or individually, or electronically via bank statement download.

When you need to look up an item quickly, you can do so based on amount range, type and/or status. The program is built with the end-user in mind, making the task of reconciliation easy and efficient with the fewest number of key strokes.

Accounts Payable

In addition to the standard invoice entry/check printing functionality, BS&A Accounts Payable interfaces with all of our billing applications for easy tracking and maintenance of refund requests. As part of your budgeting process, BS&A’s AP module provides real-time budget verification to prevent overspending.

Our use of a Graphical Workflow User Interface allows for easy status checks, modification, and configuration.

The system provides email notifications and supports approvals via the software, dashboard, email, and smartphones.

Electronic check requests can be transferred to Accounts Payable by selecting a pending Check Request for payment, and relevant information is filled in for you. You can query Accounts Payable for the status of the check request. For example, the Utility Billing Clerk can look up requested information without having to consult the Accounts Payable Clerk, increasing internal efficiencies between departments.

BS&A’s AP Purchasing Card Support imports transactions from your P-Card vendor. Detailed tracking of purchasing information is tied to the true vendor, while payments are made to the issuer of the Purchasing Card.

Our AP module also supports ACH payment capability. It’s as easy-to-use as a check run using paper checks.

Once a vendor has been set up as being paid via ACH, the module handles the rest. Upon processing an ACH check run, you’ll be prompted to generate the ACH file and the transfer will go as instructed by your bank.

BS&A also can facilitate Positive Pay per your bank’s specifications. The easily-created export file provides a list for your bank to use as a cross-reference and important component in check fraud prevention.

Purchase Order

BS&A's Purchase Order module is designed to maximize your control over purchasing decisions while maintaining flexibility and ease of use. This module allows you to incorporate your purchasing policy into the program while utilizing electronic workflow and approvals for requisitions, purchase orders, and bid tracking.

Our use of a Graphical Workflow User Interface allows for easy modification and configuration as well as the ability to quickly view the status of an invoice at any given time. The system provides email notifications and supports approvals via a dashboard, email, and smartphones.

Because our software is cloud-based, purchasing decision-makers can approve or deny off-site, reducing the number of employees to be granted authorization power.

You can approve/deny requisitions en masse from a single screen. Requisitions can be selected individually or by group, and once approved, quickly converted into purchase orders.

Setting up requisitions to pre-encumber funds before approval provides notification that pending requisitions exist and prevents potential over-spending before PO approval. Denial of a requisition automatically frees up the pre-encumbered funds.

Change orders are easily entered, with accessible history of all changes. All pre-encumbrance and encumbrance accounting is handled automatically.

Purchases of capital assets may be identified at the time of requisition. This flows through the approval process to the time of purchase, updating BS&A Fixed Assets. Duplicate entry of asset-related transactions is eliminated. In addition, rules can be set to specific amounts and accounts that automatically flag purchases for asset creation.

With BS&A's bid tracking, bidders are maintained separately from vendors, yet are easily converted to vendors.

Fixed Assets

GASB 34 made the accurate tracking and reporting of fixed assets necessary. Because of the singular architecture of our cloud-based system, the Fixed Assets module greatly simplifies the tracking of these items and GASB 34 compliant reports necessary for financial statement note disclosure are included.

Construction projects can be tracked and automatically converted to capital assets once completed.

Because of system-wide integration, Purchase Orders or invoices may be flagged as asset purchases, facilitating electronic transfer to BS&A Fixed Assets. In addition, rules can be set to specify amounts and accounts that automatically flag purchases for asset creation. Depreciation, capitalization, and disposal accounting information are posted to GL. This integration eliminates errors and duplication of data entry.

With Flexible Asset Disposal, assets can be partially disposed of based on quantity, dollar amount, or percentage of the total cost, eliminating the need to record each asset as an individual for disposal purposes.

For example, library books can be recorded as a lump sum and then written off as a percentage of the original cost. The module also supports splits, repairs, and disposals, including partial disposal.

BS&A Upgrade from .NET to Cloud

- Cash Receipting
- Assessing/Equalization
- Delinquent Tax
- County Tax
- Principal Resident Exemption Audit

9.3 Implementation Schedule

Lapeer County wishes to implement and go-live on their selected solution no later than September 30th 2026, while being mindful of best-practices for implementation. Lapeer County requires that vendors describe both an **optimal** and a **minimal** implementation schedule within their proposals. The **minimal** schedule should reflect the vendor’s shortest possible schedule and fastest go-live for Lapeer County.

The vendor should explain advantages and disadvantages of the optimal and minimal implementation schedules within their proposals. The vendor should also indicate whether their proposed services costs for the optimal and minimal schedules would be identical, or whether there would be any differences.

For both schedules, the vendor should provide detailed project plans in Gantt chart or similar formats.

Optimal Implementation Schedule

Dates are estimated based on the expected Go-Live date and are subject to change.

Timetable	Scope of Work
1 Month Post Signing	Kick-Off Meeting – This meeting will assemble all project stakeholders to discuss expectations and concerns. BS&A Software will lead the discussion and review: project scope, team, roles & responsibilities, project management processes and timing.
	<p>Assemble Project Team – The respective Project Managers will administer the day-to-day operations of the project.</p> <p>Establish a timeline for project components such as conversions, customizations, program training.</p>
Month 2	Meet with the County IT team to identify possible network issues and review existing system configurations.
Month 3 - 10	Preliminary Data Conversion & Data Review – Begin process of converting County’s existing data into BS&A, following the agreed upon conversion plan.
	County sends preliminary data to BS&A for analysis and first run of data conversions. Upon completion of initial conversion, BS&A meets with key stakeholders to review conversion output. If necessary, the conversion will be updated and the process will be completed again until we have successfully converted all data. During this process, we will also gather requirements for any required program customizations.
Month 12	Establish Environment for learning and evaluation purposes. This allows time for staff to become familiar with the Modules, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.
Months 14 - 18	Implementation/Training

	The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the County for their review and critique.
	BS&A begins Program Training. This will familiarize staff with the new software and processes.
1 Month Post Go-Live	Evaluation
	After you are up and running we don't disappear. We will conduct a post project review meeting to tie up any loose ends and evaluate the entire process. We want your feedback to make sure you're completely satisfied and learn of anything that could be done to make our process better.

Minimal Implementation Schedule

Timetable	Scope of Work
1 Month Post Signing	Kick-Off Meeting – This meeting will assemble all project stakeholders to discuss expectations and concerns. BS&A Software will lead the discussion and review: project scope, team, roles & responsibilities, project management processes and timing.
	Assemble Project Team – The respective Project Managers will administer the day-to-day operations of the project.
	Establish a timeline for project components such as conversions, customizations, program training.
Month 2	Meet with the County IT team to identify possible network issues and review existing system configurations.
Month 3 - 10	Preliminary Data Conversion & Data Review – Begin process of converting County's existing data into BS&A, following the agreed upon conversion plan.
	County sends preliminary data to BS&A for analysis and first run of data conversions. Upon completion of initial conversion, BS&A meets with key stakeholders to review conversion output. If necessary, the conversion will be updated and the process will be completed again until we have successfully converted all data. During this process, we will also gather requirements for any required program customizations.
Month 11	Establish Environment for learning and evaluation purposes. This allows time for staff to become familiar with the Modules, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.
Months 12 - 14	Implementation/Training
	The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the County for their review and critique. BS&A begins Program Training. This will familiarize staff with the new software and processes.
1 Month Post Go-Live	Evaluation
	After you are up and running we don't disappear. We will conduct a post project review meeting to tie up any loose ends and evaluate the entire process. We want your feedback to make sure you're completely satisfied and learn of anything that could be done to make our process better.

9.4 Pricing Model

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules – Annual Fees

Financial Management

Cash Receipting	\$11,545
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Property

Assessing	\$24,775
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Delinquent Tax	\$26,295
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County Tax	\$23,260
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Principal Residence Exemption Audit	\$2,615
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Subtotal	\$88,490
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New Purchase - Cloud Modules – Annual Fees

Financial Management

General Ledger	\$14,210
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Accounts Payable	\$11,025
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Purchase Order	\$10,760
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Fixed Assets	\$9,980
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Subtotal	\$45,975
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Data Conversions/Database Setup

Conversion prices provided considered fixed price for the scope indicated assuming standard AS400 data files. Final scope of data conversion to be determined upon a review of data provided. BS&A will provide data extraction assistance using standard AS400 tools. Additional assistance with extracting data from current systems can be provided for a fee of \$100/hr.

Convert existing Custom AS400 data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$19,720
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Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$16,240
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Convert existing Excel data to BS&A format:

Fixed Assets (Asset Information)	\$15,660
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Subtotal	\$51,620
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$25,500

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	8	\$9,600
Financial Management Modules	Days:	18	\$21,600
Property Modules	Days:	11	\$13,200
	Total:	37	Subtotal \$44,400

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed Days: 4 **\$4,800**

Cost Totals

Cloud Upgrade – Annual Fees	\$88,490
Cloud New Purchase – Annual Fees	\$45,975
Data Conversion	\$51,620
Project Management and Implementation Planning	\$25,500
Implementation and Training	\$44,400
Post-Go Live Assistance	\$4,800
Total Proposed	\$260,785
<i>Travel Expenses</i>	<i>\$5,870</i>

Pricing Change

During the discovery process BS&A learned that the County may want to leverage our cashiering solution in other departments beyond Treasury. To account for this, we have added three days of additional days of training for other departments. To keep our pricing consistent, we have reduced the price of the cash receipting by a similar amount. This proposal also included our Fixed Assets solution, that was not previously included.

Payment Schedule

- 1st Payment: **\$77,120** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$134,465** to be invoiced at activation of customer's site.
- 3rd Payment: **\$55,070** to be invoiced upon completion of training.

9.5 Implementation Plan

Our goal with every project is to have clients who are completely satisfied with their selection of BS&A. We utilize our extensive experience to accomplish this in an efficient, accurate, and timely manner, making the transition from your current system as smooth and painless as possible. In the majority of our implementations we are able to have our clients live in less than one year.

BS&A's project management team will work with you to develop an implementation plan. Our approach is to jointly craft a plan that leverages our experience and considers the needs of the project, the availability of BS&A resources and key dates/activities for the County. For example, many municipalities believe the best time to convert is at the start of a fiscal year. Our experience has shown that this is often the busiest time of year – not the optimal time to transition to new software.

Implementation meetings are held to discuss and review information about key topics and processes. This might include such things as: workflow processes, approval routing, banking information, reporting requirements, etc. As part of these meetings, key team members from the municipality are identified and included, ensuring that risks are identified and potential issues are addressed.

Implementation Approach

BS&A has developed a five-phase approach to implementation.

Initiation: In the first phase of your implementation BS&A will assign a project manager that will lead you through your implementation. Once the project manager has been assigned our next step will be to schedule the project kickoff meeting. In this meeting we will introduce our project team to the key stakeholders on your end. BS&A will define and review the roles and responsibilities for each party. Your project manager will assess the scope of your project and create an implementation plan for your review. The next key event will be the extraction of your data so that our team may begin working on your preliminary data conversion.



Implementation Testimonials

"As far as service goes, BS&A went overboard when it came to implementation. They went above and beyond making sure there were no inaccuracies after we left. Their support staff is exactly what they advertise it to be and more."

Tom Kloss, Hutchinson MN

"I considered the BS&A implementation team (to be) the expert in the implementation process and relied on their assurance (that) the transition would be as smooth as possible, and it was."

Melissa Burton, Overland MO

"Despite the COVID-19 Pandemic, we were not in a position to delay our ERP implementation. Based on our experience, BS&A was extraordinary and so customer-oriented. We score them a perfect 10! Do nothing different!"

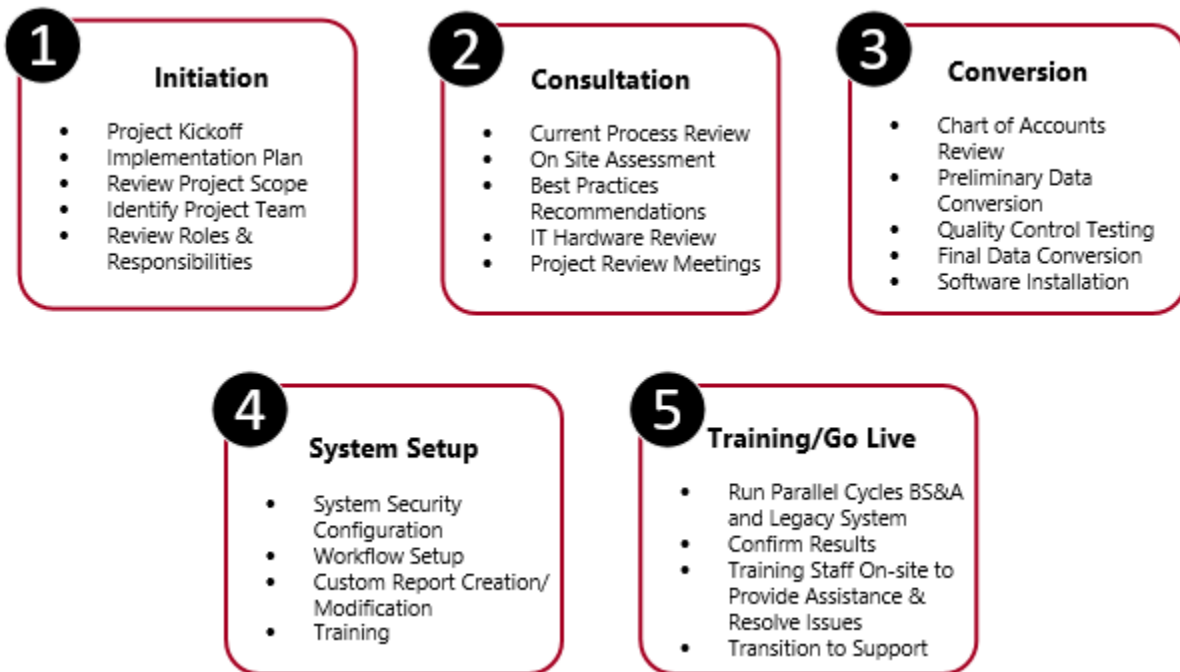
John DeLeo, SR, Cape Canaveral FL

Consultation: The consultation phase is one of the most critical to your implementation. Here is where we will be gathering information on your current and future processes as part of our business process review. BS&A will make recommendations based upon our own experiences as well as industry best practices. Our goal is to work with you in the redesign of your business processes to create a more efficient environment with greater internal controls. During this phase we will review your chart of accounts, to ensure it is optimized to take advantage of the efficiencies new software brings.

Conversion: A key aspect of the data conversion process is to review your preliminary data conversion with you. In a typical implementation, BS&A will convert your data no less than three times: the preliminary which we will review with you, a second conversion to provide up to date account information prior to training, and the final data conversion just before the cutover to BS&A.

System Setup: As we enter this phase, your implementation specialist will be working with you to make any final configuration changes. They will set up roles, users and security rights, configure and test system workflows and integrations, and set up your custom forms.

Training/Go-Live: Our training team will be working with you and your team as we run parallel cycles in BS&A and confirm the results with your legacy system. We will ensure things are configured correctly prior to Go-Live. BS&A implementation team will be onsite to assist with your first payroll, billings, and check and report runs. They will review the new processes with you and transition you to the BS&A support team.



Sample – High Level Work Plan

The following Sample Implementation Schedule details the overall implementation timeframe and schedule of events. The dates, times and order of events are subject to change based on availability of the County and BS&A teams. This will be determined at the kick-off meeting should BS&A be the selected vendor. BS&A guarantees that the system will be fully functional according to the completion document once finalized at the commencement of the project.

Sample Implementation Schedule [Below Template will be updated to fit your needs]

Task	Responsible Parties (Bold is Primary)	Start	Duration
Initiation Activities			
Conduct Kick-off Meeting	BS&A and County	1 month post signing	1 day
Review Project Scope and Project Management Process	BS&A	Month 1	1 day
Establish Project Meeting Schedule	BS&A and County	Month 1	1 day
Assemble BS&A Project Team	BS&A	Month 1	1 day
Assemble County Project Team	County	Month 1	1 day
Create Initial Project Timeline	BS&A & County	Month 2	1 day
IT and Data Conversion Activities			
Meet with County IT Staff to review Hardware Configurations	BS&A and County	Month 2	1 day
Extract Preliminary Data from current System	BS&A and County	Month 3	1 week
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	Month 4	1 month
Conduct Review of Converted Data with County	BS&A and County	Month 7	Approx. 1 day
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and County	Months 8	
Conduct Analysis of Current Forms	BS&A and County	Month 9	1 day
Conduct Review of Required Reports	BS&A and County	Month 9	1 day
Conduct Analysis of System Interface Requirements	BS&A and County	Month 9	1 day
Develop Best Practices Recommendation	BS&A	Month 9	1 day
Approve Recommendations	County	Month 10	1 day
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	Month 8	1 day
Create System Specification Document	BS&A	Month 10	3 days
Implementation			
Create Forms	BS&A	Month 11	2 days
Create Reports	BS&A	Month 11	2 days
Conduct Acceptance Testing	County	Month 13	2 days
Conduct Final Data Extraction	County	Month 13	2 days
Convert Final Data	BS&A	Month 13	2 days
On-site Set-up for Users & Configuration Items	BS&A	Month 13	4 days
Training			
On-site Training	BS&A and County	Months 14 - 18	Varies
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and County	1 month post go-live	Varies
Conduct Post Implementation Follow Up Training	BS&A and County	TBD	TBD

Data Conversion

Data conversion is a critical aspect of any ERP implementation project. After reviewing your RFP, it is clear this is also important to the County with respect to your migration from ASI Systems, Inc. The BS&A team has completed thousands of data conversions and hundreds each year. Leveraging this experience, we have evolved our processes to the point where they are Best-In-Class. This process maximizes BS&A technical experience while minimizing your efforts. Many software providers will minimize the importance of converting your historical data, in some cases to the point of recommending eliminating conversions. Conversely, BS&A recommends comprehensive conversion of your data.

Data Conversion Process

Our data conversion process minimizes the work on your part and maximizes your ability to access historical data. Following is an outline our data conversion process.

Data Extraction & Formatting

BS&A will work with the County to determine if it is possible for us to extract data from your current system. Based on the fact that you are using an in-house AS400 solution, we expect to be able to perform the data extraction using standard AS400 tools. In that case, the County will simply need to provide access to the data, and assistance in running some reports to aid us in balancing the data. In some cases, where the data is not accessible, or not in a readable format, it may be necessary for the County to provide data layouts, or work with your current provider to extract the data from your current system.

Preliminary Data Conversion/Mapping

One of the early activities in the project is to extract an initial copy of your data. BS&A consultants will then map your existing data into the appropriate fields within BS&A. This mapping will be used to drive the development of our data conversion routines. Once those routines are developed, a preliminary conversion is conducted.

Data Review

Once we have converted the initial data, it will be installed onsite for review by your transition team and BS&A staff. Together, we will walk through the data to determine if we need to make any changes to our data conversion approach. Any deficiencies in the raw data and/or conversion process are identified and addressed. From this point forward, the data will remain on your test system for evaluation throughout the remainder of the process.

Final Conversion

Just prior to the cut-over date for a particular Module, we will again extract a copy of your data to obtain all the latest transactions. We will re-run our conversion and load the data onsite into the appropriate BS&A Module

Scope of Data Conversion

The cost proposal identifies conversion costs. The scope of those conversions is specified in the following table.

Application	Scope of Conversion
General Ledger	Chart of Accounts
	Balances and Budget
	Up to 10 years Journal Transaction History

Accounts Payable	Vendors
	Up to 10 years Invoices and Check History
Fixed Assets	Setup of Assets, Entry of Value, Accumulated Depreciation
Purchase Order	No data conversion or database set up to be performed

Testing Approach

Our testing plan outlines the activities and processes necessary to ensure that the project objectives are successfully accomplished. A variety of different testing activities are undertaken throughout the project with the end goal of having the County confident in the overall solution, well before the Go-Live date. The following summarizes the key testing activities:

1) Data Conversion Testing

The converted data will go through an internal BS&A validation with each iteration of a data conversion. With the goal being to identify any issues with data, due to data mapping, legacy data issues or conversion errors. Our goal is to have acceptance of data conversion prior to the Go-live period. To achieve this goal, BS&A, will reconcile balances, record counts and other available metrics to validate the converted data. After we have completed this initial review,, we will then collaborate with the County for further review and confirmation. By validating the data conversion early, it provides for ample time to adjust or modify the project plan to ensure success.

2) System Testing

System Testing is the overall approach used to validate that an entire system satisfies the requirements, business processes, and operational objectives. The purpose of this testing is to validate the efficacy of the business process decisions made throughout the project. This is accomplished by running a set of sample transactions that reflect your business processes.

3) Integration Testing

Integration testing is intended to verify operational requirements between modules and third party Modules. Test cases should be constructed to test that modules interact correctly and any interaction with third party systems creates the desired results. Integration testing will be conducted for any contracted integration, customization or interface delivered by BS&A

Training Approach

Training is a critical part of any software implementation. Effective training of your staff will increase efficiencies and ensure a successful project. BS&A Software performs training in person and onsite at your facilities using your data. While onsite is our preferred method, BS&A Software has adapted due to the current environment and is currently offering remote training where necessary.

Your onsite implementation specialist will work closely with your staff to execute the implementation plan. Some general objectives of all training include.

- Familiarization with BS&A Software's user interface and global functionality
- Software configuration to fit your needs
- Configuration and testing of custom workflow
- User and security setup
- Group training sessions
- Parallel cycles
- Verification of converted data for balancing and audit purposes

In addition to expertise in our system, the majority of our implementation specialists hold degrees in accounting, finance, or public administration. We believe this is very important to effectively communicate and consult with your staff throughout the project. Our implementation specialists teach in a friendly, relaxed yet professional manner, which helps alleviate any apprehension your staff may have over learning a new system and ensures their buy-in of the entire project.

Every project is unique and requires its own customized training plan. Your BS&A Implementation team will work with you to create a training plan to ensure your project's success. BS&A Software utilizes multiple training methods including end user, classroom, and train the trainer. Where practical, we find a hands-on end user training approach at your desk most effective. This method will be used for the majority of your primary users training as well as the processing of parallel cycles. For the more casual users we offer training in a classroom environment, allowing for a greater number of users to be trained concurrently. When appropriate, in some limited cases we will deploy a train the trainer method. In all cases, we utilize your converted data, easing the transition for your users and delivering the best results.



Training Testimonials

"The onsite training far exceeded my expectations. They were very patient, very diligent during reconciliations and very knowledgeable. The staff were highly trained and experienced."

Karin Callan, Douglasville GA

They had an answer for everything we threw at them and presented a 'can do' philosophy with a strong commitment and track record on customer service."

Victor Curfman, Altoona PA

"One of the biggest things for us was the trainers who were here. They related very well to us, they were in the trenches with our staff, and became a part of the Cooper City family."

Karen Correa, Cooper City FL

"Overall, the training and support staff experience has been excellent. They are very accessible, they answered all of our questions, and we had a number of conference calls to discuss questions which was very helpful."

Kristen Berhorst, Cole County MO

BS&A will provide customized training documents to assist with your training. The training materials provided can be used, copied, combined and/or distributed for any County training sessions.

End User Training

The estimated number of training days for end user training for County staff on all software modules:

Software Setup	Days: 8
Financial Management Modules	Days: 18
Upgrade Modules	Days: 11
<hr/>	
	Total: 37

Optional Post-Go Live Follow-up Training

BS&A strongly recommends follow-up training days after initial training has been completed. During these sessions we will work one-on-one with any users who require additional assistance. For this project, we would recommend 4 days of follow-up training. Activities include:

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,200/day + travel costs
- Days quoted are estimates; you will only be billed for actual days used

User Groups and Conferences

BS&A Software offers complementary regional user groups to our clients. This gives the opportunity to network with other communities that are BS&A Clients, review best practices within the software, and learn the new features and functionality that have been added to the software in the last 12 months. BS&A also holds an annual user conference. This is a multiday event that allows you to interact with industry peers as well as the BS&A Software staff. Here you will be able to build new and strengthen existing relationships as well as gain new product knowledge. The conferences offer numerous opportunities for continuing education including, classes, training sessions, workshops and keynote and industry relevant presentations.

Support and Maintenance

BS&A believes that providing superior support is the key to success. We have over 60 team members dedicated to supporting our software, along with over 30 software developers to provide a higher level of assistance when needed. Many of our team members are degreed accountants, including multiple CPAs. This exceptional level of understanding of the accounting process, combined with their expertise in our software, has enhanced the quality of our software support. Our technical support team continuously receives outstanding evaluations from our customer base!

BS&A's management measures the success of the support team in several ways. First, approximately 3 weeks after conclusion of the project, we conduct a Post-project review. The purpose of this activity is to determine what aspects of the project went well and uncover any areas where improvements need to be made. If any additional training or support activities are required those will be completed to ensure satisfaction with the project. Then, after approximately 60 days post-implementation, a member of the senior BS&A management team will conduct an additional follow up. Here the focus is two-fold, improving future projects and determining if there is anything needed to ensure your complete satisfaction. Each team member is evaluated based on several criteria; however the greatest weight is given to their overall customer care, product and process knowledge, and willingness to consistently go above and beyond to solve customer problems.

BS&A tracks statistics for issues reported, resolved on the first call, average call duration, and the average time to reach issue resolution, as well as numerous other metrics. This information is monitored for the purposes of evaluating our effectiveness and efficiency. These statistics are only a small portion of how we measure the quality of our support. We believe each customer should be given the appropriate amount of assistance, and our ultimate goal is complete satisfaction.

Annual Fees

Unlimited support is included in your annual fee. BS&A reserves the right to increase the annual fees.

Onsite Support

BS&A staff will be at your location during the implementation, training, and final Go-Live dates. Additional onsite training or support is available for \$1,200 /day, plus travel expenses. For example, if you want a representative onsite for training new staff, we can provide that.

User Groups and Conferences

BS&A Software offers complementary regional user groups to our clients. This gives the opportunity to network with of communities that are BS&A Clients, review best practices within the software, and learn the new features and functionality that has been added to the software in the last 12 months. BS&A also holds an annual user conference. This is a multiday event that allows you to interact with industry peers as well as the BS&A Software staff. Here you will be able to build new and strengthen existing relationships as well as gain new product knowledge. The conferences offer numerous opportunities for continuing education including, classes, training sessions, workshops and keynote and industry relevant presentations.

Software Updates

Our support platform includes software updates/enhancements for each Module that are available to all current customers on a monthly basis, and are accompanied by an update log that details the changes/enhancements. All updates are cumulative and there is no need to install each update in a sequential fashion in order to patch properly.

BS&A Software has, and will continue to be, committed to statutory and process compliance changes as deemed necessary at the Federal or State level. All users with paid support agreements receive periodic updates. Program changes are researched thoroughly and active communication is maintained with the appropriate State agencies.

System Support

Our support team is available Monday through Thursday, 8:30 a.m. – 6:00 p.m., and Friday from 8:30 a.m. – 5:00 p.m. (EST). The average response time is less than 15 minutes; 95% of our support requests are answered in under 30 minutes. All calls are answered by a live team member, are queued and taken in the order received. Support via email and remote assistance is also available. Email support requests can be initiated directly from within any BS&A Module. With your annual support agreement, there is no limit on the number or frequency of support calls. Support assistance outside the normal business hours, can be available upon request. If client's problem cannot be resolved during the phone call, database backups can be sent for BS&A Support staff to review with our Developers, and County will be updated in a timely manner.

Sharing Desktops

Our support consultants have the ability to connect with your workstation, so that we see exactly how you are encountering the problem. If needed, we can take over control of your desktop to walk you through a resolution.

9.6 Project Management

BS&A has developed a Project Management approach that leverages our extensive experience and skilled personnel. Our goal is to deliver every project on time and within budget. We combine our years of experience in governmental software with industry standard project management concepts and processes. Using these practices, we are confident in our ability to successfully deliver a project that will exceed the expectations for the County.

As part of this process, a member of our Project Management and Implementation Planning team will be assigned to coordinate your project. Our consultant will remain with you throughout the project and oversee the implementation process, schedule all necessary meetings, facilitate data transfer and conversion, and develop a detailed implementation plan. Coordination, documentation, and communication will be provided throughout the project by way of Microsoft SharePoint.

An overview of our planned method which follows a standard five-phased project management approach is detailed below.

Initiation: One of the first major activities of the project is the Kick -Off meeting with Project Stakeholders. The initial goals are to introduce team members, confirm and agree on project scope and initiate discussions on target timeline.

Planning: Comprehensive planning is the next major step in the process. Planning is completed and is put in place through a formal Implementation Plan. The plan specifically outlines dates, timelines, tasks, responsible persons, and schedule of events.

Execution: Execution is an extension of the planning process. It puts the Implementation Plan in motion and begins the key processes of data conversion and system configuration.

Control: Project control is a series of processes and steps that the project manager and other team members carry out to monitor the project in terms of progress, quality, changes, action items and issues. The ultimate purpose of project control is to manage work during each stage of the project and prepare for the next stage. One of the primary tools used to share information and to assist in project control will be a SharePoint site where project information is shared. A dedicated SharePoint site will be created to facilitate all project communication between BS&A and the County.

Closure: In this phase the project is completed and activities transition from implementation to our regular support processes. BS&A will remain onsite for the first several Go-Live dates, for each Module if necessary. Additionally, follow-up visits may be scheduled to assess progress and answer questions. Of course, the BS&A support team is always here for you.

Change Management

In every software implementation, change management is a critical piece of a successful project. Every organization can experience challenges when implementing new technology, business processes and procedures that come with a new ERP system. Based upon our experiences we have learned that new technologies, strategic visions, and even perfect planning can only take you part of the way. To ensure success, change management is essential in every project.

- Assess your processes. Your project team will collaborate with your organization to assess your business processes from both a management standpoint as well as an end user's standpoint, ensuring any changes are delivering the expected results as well as acceptance from the end users. BS&A's team will leverage their experience and knowledge of the software and combine it with your goals and personnel. Early in the project it is important to identify if there is organizational buy-in or potential issues, as this will guide us in tailoring the project plan to ensure success.

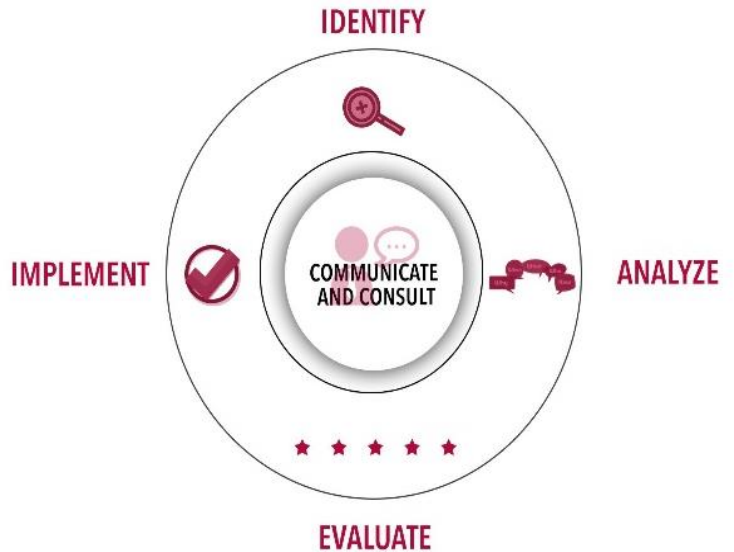
- Engaging the users. Throughout the project our team will work closely with your staff, starting with process review and discovery, continuing with onsite implementation, and concluding with end user training and go-live assistance. Involving your staff early in this process empowers them and creates a sense of ownership.
- Supporting and reinforcing the change. As we begin to deploy the change in the form of on-site training BS&A team members will be present to assist your staff, and we will work alongside your key stakeholders to reinforce and deliver lasting change.

Project Risk Management

Any successful implementation project requires an assessment of the risks and developing strategies to mitigate them. At the outset of the project, your project manager will identify and analyze project risk. As needed, they will implement strategies to minimize or eliminate those risks. Then, as the project progresses, they will continually monitor risks and discuss any changes during the regular project status meetings and/or calls..

The project risk management model that we follow is:

1. Identify
2. Analyze
3. Evaluate
4. Implement



9.7 Software Installation

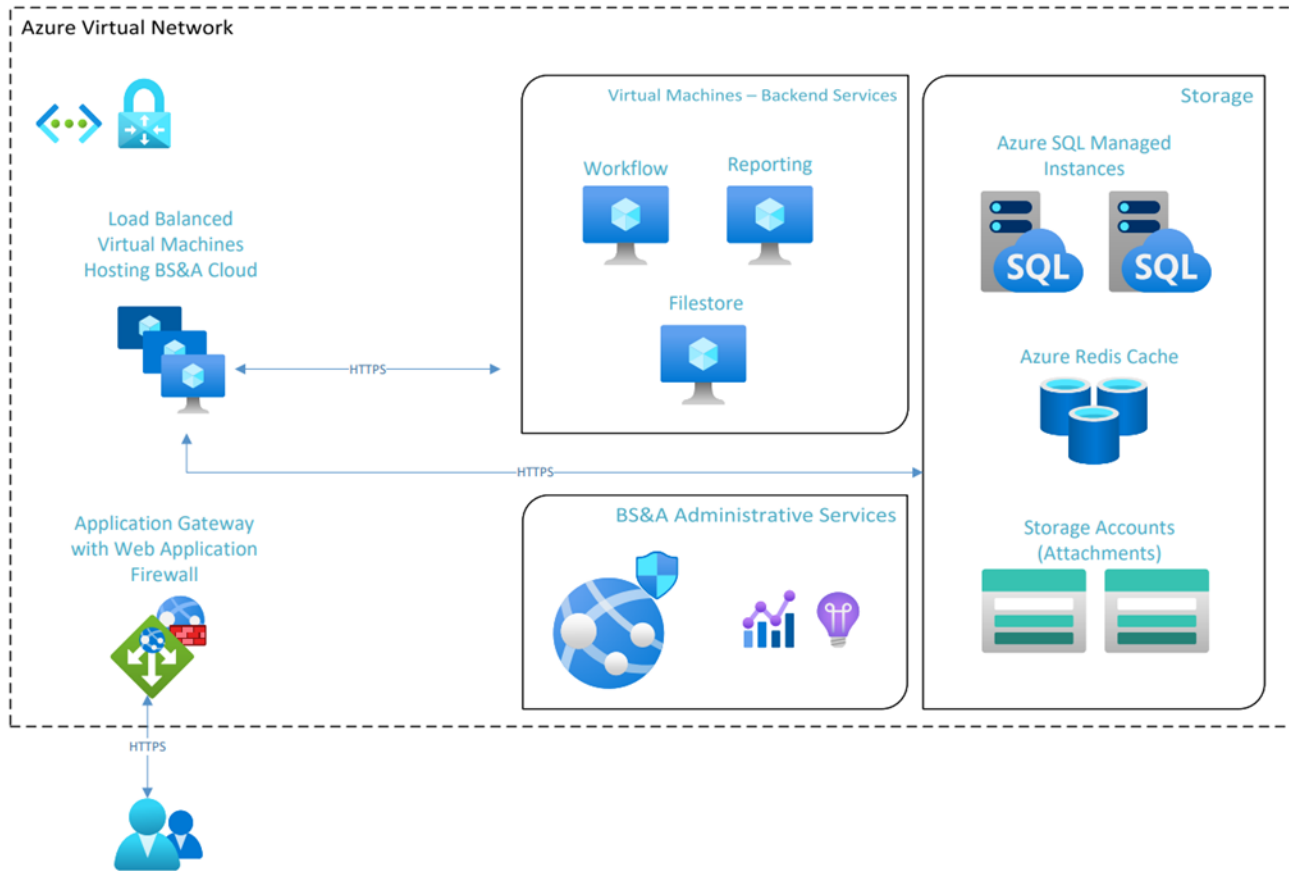
BS&A will install programs in test environment for learning and evaluation purposes. This allows time for staff to become familiar with the Modules, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.

9.8 Software Configuration

Your onsite implementation specialist will also work closely with your staff to execute the implementation plan. Some general objectives of all training include software configuration to fit your needs and the configuration and testing of custom workflow.

9.9 Architectural and Application Development Roadmaps

BS&A will provide you with a Cloud-based solution hosted in the Microsoft Azure environment. In addition to eliminating needs for a local server, this solution also provides a Web User interface that easy to use and highly configurable for every employee.



9.10 Report Development

An integrated report writer is available within every module at no additional cost. As part of the initial discovery meeting, BS&A will assist the County in identifying any required reports. Custom reports can be developed for a fee of \$200/hour.

9.11 Data Conversion

BS&A sets the bar in terms of data conversion efficiency, and minimizes efforts on the County's part. Instead of placing the burden of data conversion on you, we take the bulk of the responsibility for this process. We will not force you to provide data in a predefined BS&A format. Whether you choose to convert all of your data or just the critical components, BS&A conversion fees will not change, unless changes to the scope of the conversions are requested.

9.12 Integrations and Interfaces

BS&A provides out of the box and user configurable integrations for a large number of required systems (Banks, State Government, IRS, Benefit Providers, Purchasing Cards, etc.) We do not charge any extra fees for these integrations and, in most cases, we will create similar integrations at no cost.

9.13 Training

Every project is unique and requires its own customized training plan. Your BS&A Implementation team will work with you to create a training plan to ensure your project's success. BS&A Software utilizes multiple training methods including end user, classroom, and train the trainer. Where practical, we find a hands-on end user training approach at your desk most effective. This method will be used for the majority of your primary

users training as well as the processing of parallel cycles. For the more casual users we offer training in a classroom environment, allowing for a greater number of users to be trained concurrently. When appropriate, in some limited cases we will deploy a train the trainer method. In all cases, we utilize your converted data, easing the transition for your users and delivering the best results. BS&A will provide customized training documents to assist with your training. The training materials provided can be used, copied, combined and/or distributed for any County training sessions.

9.14 Testing

Our testing plan outlines the activities and processes necessary to ensure that the project objectives are successfully accomplished. A variety of different testing activities are undertaken throughout the project with the end goal of having the County confident in the overall solution, well before the Go-Live date. The following summarizes the key testing activities:

1) Data Conversion Testing

The converted data will go through an internal BS&A validation with each iteration of a data conversion. With the goal being to identify any issues with data, due to data mapping, legacy data issues or conversion errors. Our goal is to have acceptance of data conversion prior to the Go-live period. To achieve this goal, BS&A, will reconcile balances, record counts and other available metrics to validate the converted data. After we have completed this initial review,, we will then collaborate with the County for further review and confirmation. By validating the data conversion early, it provides for ample time to adjust or modify the project plan to ensure success.

2) System Testing

System Testing is the overall approach used to validate that an entire system satisfies the requirements, business processes, and operational objectives. The purpose of this testing is to validate the efficacy of the business process decisions made throughout the project. This is accomplished by running a set of sample transactions that reflect your business processes.

3) Integration Testing

Integration testing is intended to verify operational requirements between modules and third party Modules. Test cases should be constructed to test that modules interact correctly and any interaction with third party systems creates the desired results. Integration testing will be conducted for any contracted integration, customization or interface delivered by BS&A

9.15 System Documentation

All BS&A software manuals are designed as a collection of "help doc"-style topics, topics in which step-by-step instructions quickly get you through a task. Chapters begin with detailed information about specific data and move on to instructional topics. The manuals are designed primarily as on-screen companions to your software. Changes to our software can be documented and distributed much more rapidly by focusing on an electronic output, rather than on a print manual. Also included is an FAQ page that presents real questions submitted by customers, which in turn link to the relevant help topics. The FAQ page is also accessible through your program's Help menu.

9.16 Knowledge Transfer

A key step in the Implementation schedule includes the following items:

- Conduct on-site process review meeting
- Conduct analysis of current form
- Conduct review of required reports
- Conduct analysis of system interface requirements
- Develop best practices recommendation
- Approve recommendations
- Provide consulting and assistance with the Chart of Account redesign
- Create system specification document

9.17 Ongoing Support and Maintenance

Our support team is available Monday through Thursday, 8:30 a.m. – 6:00 p.m., and Friday from 8:30 a.m. – 5:00 p.m. (EST). The average response time is less than 15 minutes; 95% of our support requests are answered in under 30 minutes. All calls are answered by a live team member, are queued and taken in the order received. Support via email and remote assistance is also available. Email support requests can be initiated directly from within any BS&A Module. With your annual support agreement, there is no limit on the number or frequency of support calls. Support assistance outside the normal business hours, can be available upon request. If client's problem cannot be resolved during the phone call, database backups can be sent for BS&A Support staff to review with our Developers, and County will be updated in a timely manner.

9.18 Hosting Requirements

Personal Computer Specifications

Minimum Workstation Requirements

- 5 Mbps download bandwidth for every 20 concurrent users; the faster the connection, the better.
- 4GB of RAM
- 1 GHz processor
- 1366 x 768 screen resolution recommended

Certain types of BS&A functionality require the Microsoft Windows Operating System. These include:

- Interfacing to Cash Receipting printers and cash drawers for accepting payments
- Directly scanning in documents as attachments
- Using Desktop Apex Sketch System with BS&A Cloud Assessing
- Using Desktop BS&A Report Designer to design reports

Server Specifications (defined as a computer running a Windows Server Operating System)

Minimum Server Requirements

There are no server requirements if all software functionality is within BS&A Cloud. This is because Cloud servers are deployed and managed by Microsoft Azure Data Centers and BS&A personnel.

BS&A Cloud databases are hosted on Azure SQL Managed Instances (SQL MI) in the Azure East Region. Azure SQL MI is a scalable, high availability cloud hosted database solution that provides automated short-term point in time backups of your data as well as long-term backup retention. Full backups are taken every week, differential backups every day, and log backups every 5 minutes. Backups are geo-redundantly stored across

multiple regions in Azure ensuring that even in the event of a catastrophic regional disaster your data is safely stored in a secondary region.

In the event of any major regional outage or an Azure East service disruption, BS&A will immediately reach out to our partners to determine the scope and expected duration of the outage. If the outage is expected to continue for more than 2 hours, BS&A will begin restoring customer data to a secondary Azure region in order to bring data online using Point-In-Time restores (PITR). Traffic from BS&A Cloud will be directed to the newly restored database until such a time that service is restored to the primary region.

BS&A guarantees 98% system availability, outside of scheduled downtime. Response time is typically <3s for record loading, although reports and processes may take longer. To help ensure this level of performance the County will need to contact BS&A Support to report any instances of system downtime or performance issues.

Requirement	Compliance?	
The system shall be available 24 x 7 x 365 with a minimum of 99.95% uptime, measured on a monthly basis (excluding maintenance windows).	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Data shall reside in the lower 48 states of the United States at all times.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
All system data and files shall be regularly backed up to a secondary data center/disaster recovery site outside of the main data center's same weather pattern and power grid. Backups shall occur such that the County loses no more than 2 hours of transactions due to an unexpected outage.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Hosting Providers/Respondents shall have a documented Security Incident Response Plan (SIRP) that addresses the Respondent's plan for preventing, detecting, and responding to security breaches or cyberattacks in which the County's data or operations may be compromised. - BS&A is currently working to construct a SIRP.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Hosting Providers/Respondents shall have a documented Disaster Recovery Plan (DRP) that addresses recovery and maintenance of system data and operations in response to hazard or emergency scenarios. This plan shall be tested regularly to ensure that it is both tangible and actionable.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Hosting Providers/Respondents shall have a documented Business Continuity Plan (BCP) that addresses localized or system outages that create an impact on one or more business functions. The BCP should account for the rapid	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

Requirement	Compliance?	
restoration of services and redundancies in technology or processes.		
Hosting Providers /Respondents shall undergo a SSAE 18 SOC2 Type 2 audit covering at a minimum the Security and Availability Principles on an annual basis and must have no unaddressed material concerns. Respondent shall provide a copy of their most recent audit report before contract award.	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>

9.19 Service Level Agreement

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 “Platform” has the meaning set forth on the Order.

1.10 “Professional Services” means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 “Statement of Work” or “SOW” means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 “Subscription Period” means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.13 “Third-Party Products” means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 “Usage Data” means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 “Usage Limitations” means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement,

including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving

Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL

WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) **gross** negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section).

All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Michigan in each case located in Lapeer County, Michigan and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Michigan, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than Lapeer County, Michigan, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the

Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.13 ARPA Addendum. The Parties understand that the County is utilizing American Rescue Plan Act ("ARPA") funds to pay the Fees required under this Agreement. The Parties understand that, pursuant to 2 CFR Part 200, Contracts utilizing ARPA funds must contain a number of provisions. In that regard, the Parties have prepared an ARPA addendum which is attached hereto as Addendum A and shall be incorporated herein by reference as if fully restated herein.

9.20 Other Costs

Optional hardware

Epson Series TM-H6000V Receipt Printer*	Unit Price: \$1,100
APG Series 100 Cash Drawer**	Unit Price: \$275
Honeywell Hyperion 1300g Linear-Imaging Scanner	Unit Price: \$275
S700 Terminal	Unit Price: \$350

Tab V – Acceptance of Conditions

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

BS&A takes exception to the Indemnification item in 7.2. Please see section 13 of the above sample Customer Terms and Conditions for the Limitations of Liability.

BS&A takes exception to the Patents, Copyrights, and Proprietary Rights in 7.14. Should a court order be issued restricting the County's use of a product, the choice outcome cannot be at the County's sole option.

Tab VI – Forms

SIGNATURE FORM

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm: BS&A Software

Complete Legal Name of Firm: BS&A Software, LLC

Order from Address: 14965 Abbey Lane, Bath, MI 48808

Remit to Address: 14965 Abbey Lane, Bath, MI 48808

Fed ID No.: 92-3453850

Signature: DocuSigned by:
Mark Puetz
B3031FE53C404E6...

Name (type/print): Mark Puetz

Title: Director of Business Operations

Telephone: (517) 641-8900

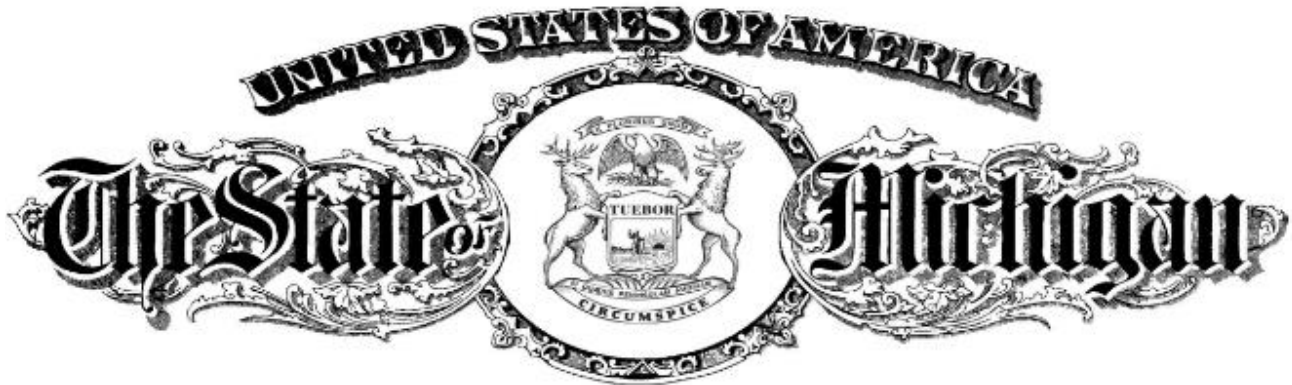
Date: 11/25/2024

Send Notification of Award to: Steve Rennell
(First and Last Name)

E-mail of Person Receiving Award Notification: srennell@bsasoftware.com

Send post-bid addendum (if issued) to: Steve Rennell
(First and Last Name)

E-mail of person receiving post-bid addendum: srennell@bsasoftware.com



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

BS&A SOFTWARE, LLC

a(n) Delaware FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on April 12, 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 23050542609

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 23rd day of May, 2023.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau