County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AMENDMENT ONE TO AGREEMENT 74640 BETWEEN THE COUNTY OF LOS ANGELES AND STROHL SYSTEMS GROUP INC. FOR BUSINESS CONTINUITY SOFTWARE AND CONSULTING SERVICES (3 VOTES)

JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign Amendment Number One to Agreement 74640 with Strohl Systems Group Inc. (Strohl) to purchase additional licenses for Business Continuity Planning (BCP) software, continue software maintenance and technical support, allocate additional money for optional consulting services and products, extend the term of the Agreement for three (3) years with County's sole option to extend the term for up to three (3) additional consecutive years, and to increase the contract maximum by $487,980 to a total $887,980.

2. Approve and authorize the use of $358,779 from the Information Technology Fund (ITF) to fund the initial three (3) year extension granted by the proposed Amendment Number One.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of Amendment Number One to Agreement 74640 with Strohl is to acquire additional BCP software licenses, maintenance and support and optional services and products to support the expansion of the County's BCP program. The County BCP Program provides a structured process and approach to deal with the consequences of the loss of critical County facilities, resources, services or operational processes in the event of intermittent outages or catastrophic and/or extended disasters.

On October 21, 2003, your Board approved an Agreement with Strohl to acquire licenses for BCP software, software maintenance and technical support, training, and implementation services to support the development of a County BCP Program, with pool dollars allocated for optional consulting services and additional licenses.

The Proposed Amendment Number One provides for the acquisition of additional thirty (30) BCP software licenses, software maintenance and technical support, and optional pool dollars in the amount of $150,000 for consulting services and products that the County may elect to acquire during the term of the Amendment.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals for Service Excellence, Fiscal Responsibility and Organizational Effectiveness. The County's risk to these known threats, coupled with the terrorist attacks of September 11, 2001, has raised awareness to the importance of developing a countywide business program. The continued development of a County BCP program establishes a structured process that addresses how the County will continue to function and provide critical services until normal facilities and resources are restored after a disruptive event. Failure to adequately plan for disruptions compromises the County's ability to meet these goals and jeopardizes the delivery of critical services to the County's residents.

FISCAL IMPACT/FINANCING

Upon approval by your Board, funding in the amount of $358,779 for this proposed Amendment will be provided by the County's Information Technology Fund (ITF) to cover the initial three (3) extensions granted by the Amendment. The ITF will be used as detailed below:

Description	Amount
Additional BCP Software Licenses	$ 89,940
Software Maintenance & Technical Support	118,839
Optional Pool Dollars	150,000
TOTAL	$ 358,779

The funds for the County's obligation of $129,201 for the optional three-year term of the Agreement will be requested by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Amendment Number One will become effective on October 21, 2006 and will continue for three (3) years thereafter with County's option to extend the term of the Agreement for up to three (3) additional consecutive one-year terms. The products and services acquired under this Amendment Number One are required to continue development of a County BCP program.

Strohl agreed to all of the County's standard terms and conditions in the original Agreement, including compliance with the Jury Service Program, Child Support Program, Consideration of GAIN/GROW Participants for Employment, and the Safely Surrendered Baby Law.

The terms and conditions of this Amendment Number One have been approved as to form by County Counsel. This Agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.202).

CONTRACTING PROCESS

Strohl was selected through a formal open, competitive solicitation process. The Chief Information Office prepared and released a Request for Proposals (RFP) on June 9, 2003.

IMPACT ON CURRENT SERVICES (OR PROJECT)

The BCP software tools and services acquired under this proposed Amendment will support the expansion of the County's BCP activities. A comprehensive County BCP program will help ensure the delivery of critical County services that may be compromised in the event of intermittent outages or catastrophic and/or extended disasters.

CONCLUSION

Instruct the Executive Officer, Board of Supervisors to return four (4) signed originals of the Amendment to the Chief Information Office.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

JON W. FULLINWIDER
Chief Information Officer

DEJ:JWF
GM:ygd

Attachment

c: Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors

P:\bcpamendment1.doc

AMENDMENT NUMBER ONE
TO
AGREEMENT NO. 74640
FOR
BUSINESS CONTINUITY PLANNING SOFTWARE AND SERVICES
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
STROHL SYSTEMS GROUP, INC.

This Amendment Number One is entered into this _____ day of _____, 2006 by and between the County of Los Angeles (hereinafter "County") and Strohl Systems Group, Inc., a Pennsylvania corporation (hereinafter "Contractor").

WHEREAS, on October 21, 2003, County and Contractor entered into a Business Continuity Planning Software and Services Agreement Number 74640 (hereinafter "Agreement") for the provision of Business Continuity Planning (hereinafter "BCP") software and services, as a result of County's Request for Proposals (hereinafter "RFP") for such software and services; and

WHEREAS, County and Contractor desire to amend the Agreement to acquire additional user licenses and to amend the Agreement term for the provision of maintenance and support and optional consulting services.

NOW THEREFORE, in consideration of the foregoing and pursuant to Paragraph 4 (Change Notices and Amendments) of the Agreement, County and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 7 (Term) of the body of the Agreement is revised to read as follows:

   7. <u>TERM</u>

   The term of this Agreement shall commence upon the Effective Date and shall continue for three (3) years thereafter (hereinafter "Initial Term") and for additional three (3) years (hereinafter "Extended Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. At the end of the Extended Term, County may, at its sole option, extend this Agreement for up to three (3) additional consecutive one (1) year terms (hereinafter "Optional Term"); provided that if County elects not to extend prior to expiration of the Extended Term or the Optional Term, the remaining option(s) shall automatically lapse. County shall be deemed to have exercised its extension option(s) automatically, without further act, unless, no later than thirty (30) calendar days prior to the expiration of the Extended Term or the Optional Term, County notifies Contractor in writing that it elects not to extend the Agreement any further. As used throughout this Agreement, the word "term" shall include the Initial Term, the Extended Term and the Optional Term, to the extent County exercises its option to extend pursuant to this Paragraph 7.

2. Paragraph 8.1 (Maximum Contract Sum) of the body of the Agreement is revised to read as follows:

8.1 Maximum Contract Sum

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due Contractor for that work.

The Contract Sum, including all applicable taxes, authorized by County hereunder, shall not exceed Eight Hundred Eighty Seven Thousand Nine Hundred Eighty Dollars ($887,980) and includes: (1) Four Hundred Thousand Dollars ($400,000) for the Initial Term, consisting of (a) Three Hundred Fifty One Thousand Eighty-Four Dollars ($351,084) for twenty (20) concurrent user LDRPS Licenses and the unlimited user BIA License, associated Maintenance and Technical Support services, training and other work set forth in Exhibit A (Statement of Work) and (b) Forty-Eight Thousand Nine Hundred Sixteen Dollars ($48,916) for Additional Consulting services and any additional LDRPS Licenses and associated Maintenance and Technical Support services which County may elect to purchase during the Initial Term; (2) Three Hundred Fifty Eight Thousand Seven Hundred Seventy-Nine Dollars ($358,779) for the Extended Term, consisting of (a) Eighty Nine Thousand Nine Hundred Forty dollars ($89,940) for thirty (30) concurrent user LDRPS Licenses, (b) Forty Three Thousand Four Hundred Forty Dollars ($43,440) for associated Maintenance and Technical Support services, (c) Seventy Five Thousand Three Hundred Ninety-Nine Dollars ($75,399) for Maintenance and Technical Support of the BCP Software, including twenty (20) concurrent user LDRPS Licenses and the unlimited user BIA License, licensed during the Initial Term, and (d) One Hundred Fifty Thousand ($150,000) for Additional Consulting services and any additional LDRPS Licenses and associated Maintenance and Technical Support services which County may elect to purchase during the Extended Term or the Optional Term; and (3) One Hundred Twenty Nine Thousand Two Hundred and One Dollars ($129,201) for the Optional Term for the for Maintenance and Technical Support of the BCP Software, including all fifty (50) concurrent user LDRPS Licenses and the unlimited user BIA License, licensed during the Initial Term and Extended Term. Notwithstanding any provision of this Paragraph 8.1, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The amount allocated for Additional Consulting services for the Extended Term shall also be used to reimburse Contractor for any and all reasonable out-of-pocket travel and living expenses, provided that such expenses (i) are approved in advance by County in writing, (ii) are based on actual expenditures, and (iii) do not exceed County's then current travel expense reimbursement rates.

3. Exhibit A (Statement of Work) is deleted in its entirety and replaced with revised Exhibit A, attached hereto as Attachment 1 and incorporated herein by reference.

4. Attachment 2 (Business Continuity Planning Software) to Exhibit A (Statement of Work) is deleted in its entirety and replaced with revised Attachment 2, attached hereto as Attachment 2 and incorporated herein by reference.

5. Exhibit B (Schedule of Payments) is deleted in its entirety and replaced with revised Exhibit B, attached hereto as Attachment 3 and incorporated herein by reference.

Except as provided in this Amendment Number One, all other terms and conditions of the Agreement remain unchanged and in full force in effect.

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IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board of Supervisors and attested by the Executive Officer thereof, the day, month and year first above written.

COUNTY:
COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

CONTRACTOR:
STROHL SYSTEMS GROUP, INC.

By_____
Signature

STEPHEN R. SIGNORE, JR.
DIR, LEGAL & ADMIN. AFFAIRS
Print Name

_____
Title

ATTEST:

SACHI A. HAMAI
EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By_____
VICTORIA MANSOURIAN
DEPUTY COUNTY COUNSEL

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board of Supervisors and attested by the Executive Officer thereof, the day, month and year first above written.

COUNTY:
COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

CONTRACTOR:
STROHL SYSTEMS GROUP, INC.

By _____
Signature

STEPHEN R. SIGNORE, JR.
DIR, LEGAL & ADMIN. AFFAIRS
Print Name

_____
Title

ATTEST:

SACHI A. HAMAI
EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By_____
VICTORIA MANSOURIAN
DEPUTY COUNTY COUNSEL

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board of Supervisors and attested by the Executive Officer thereof, the day, month and year first above written.

COUNTY:
COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

CONTRACTOR:
STROHL SYSTEMS GROUP, INC.

By_____
Signature

STEPHEN R. SIGNORE, JR.
DIR, LEGAL & ADMIN. AFFAIRS
Print Name

_____
Title

ATTEST:

SACHI A. HAMAI
EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By_____
VICTORIA MANSOURIAN
DEPUTY COUNTY COUNSEL

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Mayor of said Board of Supervisors and attested by the Executive Officer thereof, the day, month and year first above written.

COUNTY:
COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

CONTRACTOR:
STROHL SYSTEMS GROUP, INC.

By _____
Signature

STEPHEN R. SIGNORE, JR.
DIR, LEGAL & ADMIN. AFFAIRS
Print Name

_____
Title

ATTEST:

SACHI A. HAMAI
EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By_____
VICTORIA MANSOURIAN
DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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ATTACHMENT 1
STATEMENT OF WORK

Unless specified otherwise or defined herein, the defined terms shall have the meaning set in the body of the Agreement.

1.0 INTRODUCTION

This Statement of Work (SOW) defines the scope of work to be performed under this Agreement by and between the County of Los Angeles (County) and Strohl Systems (Contractor) for installation and customization of Business Impact Analysis (BIA) Professional Web Server Software and Living Disaster Recovery Planning System (LDRPS) Web Server Software to manage its business continuity planning (BCP) process and to simplify maintenance of the plans. The scope of work under this Agreement shall include, but is not limited to, the following:

- Delivering, installing and testing BIA Professional Web Server Software and LDRPS Web Server Software in the County technology environment.
- Conducting training on BIA Professional Web Server Software, LDRPS Web Server Software, Seagate Crystal Reports, and the BCP methodology engrained software for County's project team.
- Discussing the features of BIA Professional Web Server Software, LDRPS Web Server Software, and Seagate Crystal Reports with the County's project team and customizing the products to best fit County objectives and requirements.
- Providing recommendations on questionnaire content for BIA Professional Web Server Software to ensure that relevant information is gathered from all County Departments to make decisions on recovery time objectives and priorities, recovery resources, recovery strategies, and risk mitigation activities.
- Providing recommendations on plan format and content in LDRPS Web Server Software to ensure an accurate representation of the roles, responsibilities, time lines and decision-making processes that the County employs to respond to an exercise and/or disruption.
- Creating standard and customized reporting scripts in LDRPS Web Server Software to provide hardcopy plans for review and audit.
- Developing and implementing a training approach and curriculum for instructing County Department BCP Coordinators on business continuity concepts, BCP methodology, and use of LDRPS Web Server software.
- Implementing procedures/controls for monitoring compliance with County's plan maintenance schedules.
-

2.0 COUNTY RESPONSIBILITIES

County responsibilities under this Agreement will consist of the following:

- County will assign a project team to work closely with the Contractor throughout this project and will be trained in the use of BIA Professional Web Server Software,

LDRPS Web Server Software, and Seagate Crystal Reports to manage County's BCP process.

- County will assign Department BCP Coordinators who will be trained as facilitators for their Departments in completing the phases of the BCP methodology using BIA Professional Web Server Software and LDRPS Web Server Software.
- County's project team will provide requested project information in a timely manner and will coordinate Contractor access to County staff, as necessary, for developing and documenting additional subjects to enhance the BCP process.
- County will provide workspace with room for Contractor staff (estimated 3-4 people) at the primary work location. Each workspace will be equipped with a telephone, workstation with Internet access and printer.
- County will provide timely review of and comment on interim Deliverables in a cooperative ongoing manner.
- County will host BCP Software at a County facility.

3.0 TASKS AND DELIVERABLES

The following outlines the primary tasks, deliverables, and related requirements that the Contractor must perform for scope of work described herein.

3.1 TASK #1 – PROJECT MANAGEMENT AND REPORTING

Throughout the term of this Agreement, under the direction of the County, Contractor shall provide project management and control of project activities for BCP Software installation, design, Customization, implementation, and training phases of the project.

3.1.1 SUBTASK #1.1 – DEVELOP AND PRESENT PROJECT CONTROL DOCUMENT (PCD)

Contractor shall develop a Project Control Document (PCD) using the County standard Microsoft Office Suite. Each task and subtask to be performed during the installation, design, Customization, and implementation of the BCP Software shall to be addressed specifically by the Contractor in the PCD. The Contractor shall formally present for County's approval, in writing, the PCD.

The PCD shall include a project plan of tasks and subtasks the Contractor and County must complete to successfully complete the project. This project plan will contain a detailed narrative of project tasks, roles and responsibilities of project team members by task, time frame for completion, and any dependencies to other tasks and/subtasks. Tasks/subtasks shall be organized by deliverable and shall include the County's review and acceptance of any deliverables.

This project plan shall include:

- Start and end dates for all tasks, subtasks and deliverables;
- Identification of the party responsible for each task, subtask or deliverables;
- Milestone Chart listing key project milestones, including deliverables, the target completion date and actual completion date;

- Gantt Chart showing tasks, milestones, critical path and dependencies organized by deliverable.

The approved PCD shall be attached to the Agreement as Exhibit C (Project Schedule).

3.1.2 Deliverable #1.1 – Project Control Document (PCD)

Contractor shall provide the County with a PCD, prepared in accordance with Subtask #1.1 (Develop and Present Project Control Document (PCD)), within thirty (30) days of approval of this Agreement by County's Board of Supervisors.

3.1.3 SUBTASK #1.2 – PARTICIPATE IN PROJECT STATUS MEETINGS AND PREPARE PROJECT STATUS REPORTS

County shall conduct weekly project status meetings. Contractor shall participate in these meetings and any other meetings requested by the County. Contractor shall provide weekly project status reports detailing the status of their tasks, providing, at minimum, the following:

- Overview of period covered by the report.
- Issues to be resolved.
- Issues resolved in the period just past.
- Summary of project status as or reporting date
- Any other information that the County may from time-to-time require.

3.1.4 Deliverable #1.2 – Status Meetings and Status Reports

Contractor shall participate in weekly project status meetings and prepare weekly project status reports as specified in Subtask #1.2 (Participate in Project Status Meetings and Prepare Project Status Reports). The first weekly report shall be due to the County no later than fourteen (14) calendar days from the Effective Date, in a format approved by the County.

3.2 TASK #2 – BASELINE BCP SOFTWARE DELIVERY, INSTALLATION, ACCEPTANCE TESTING AND TRAINING

Contractor shall deliver the Baseline BIA Software and the Baseline LDRPS Software, including all Documentation, assist County in installation, and provide system and software administration assistance, as described in this Task #2 below.

3.2.1 SUBTASK #2.1– DELIVER AND INSTALL BASELINE BCP SOFTWARE

Contractor shall deliver the Baseline BIA Software and the Baseline LDRPS Software, provide installation instructions and monitor the installation of the Baseline BIA Software and the Baseline LDRPS Software on the County servers and supporting workstation. Contractor shall provide assistance to County's technical system administrators on

Baseline BIA Software and the Baseline LDRPS Software architecture, operation and maintenance.

3.2.2 Deliverable #2.1.1 – Deliver and Install Baseline BIA Professional Web Server Software

Contractor shall deliver the Baseline BIA Software, provide installation instructions and monitor the installation of the Baseline BIA Software, as specified in Subtask #2.1 (Deliver and Install Baseline BCP Software).

3.2.3 Deliverable #2.1.2 – Deliver and Install Baseline LDRPS Web Server Software

Contractor shall deliver the Baseline LDRPS Software, provide installation instructions and monitor the installation of the Baseline LDRPS Software, as specified in Subtask #2.1 (Deliver and Install Baseline BCP Software).

3.2.4 SUBTASK #2.2 – TEST BASELINE BCP SOFTWARE

Contractor shall demonstrate to County the Baseline BIA Software and the Baseline LDRPS Software full functionality utilizing Unit and Integration installation tests mutually agreed upon by the Contractor and the County.

3.2.5 Deliverable #2.2.1 – Unit and Integration Installation Test Results Report for Baseline BIA Professional Web Server Software

Contractor shall deliver Baseline Software Unit and Integration Installation Test Results Report for BIA Professional Web Server Software, as specified in Subtask #2.2 (Test Baseline BCP Software).

3.2.6 Deliverable #2.2.2 – Unit and Integration Installation Test Results Report for Baseline LDRPS Web Server Software

Contractor shall deliver Baseline Software Unit and Integration Installation Test Results Report for Baseline LDRPS Web Server Software, as specified in Subtask #2.2 (Test Baseline BCP Software).

3.2.7 SUBTASK #2.3 – PROVIDE PLANNING METHODOLOGY AND SOFTWARE ADMINISTRATION TRAINING ON BASELINE BCP SOFTWARE

The Contractor shall provide on-site training for the County's project team to familiarize it with the planning methodology embedded in the Baseline BIA Software and the Baseline LDRPS Software, and software administration training on the Baseline BIA Software, the Baseline LDRPS Software and Seagate Crystal Reports. Contractor shall also provide

informal training for the County project team throughout the configuration and Customization of the Baseline BIA Professional Web Server Software and the Baseline LDRPS Web Server Software.

3.2.8 Deliverable #2.3.1 – Planning Methodology Training for Baseline BIA Professional Web Server Software and Baseline LDRPS Web Server Software

Contractor shall provide on-line reproducible technical training materials and on-site training for the County project team on the planning methodology embedded in the Baseline BIA Professional Web Server Software and the Baseline LDRPS Web Server Software, as specified Subtask #2.3 (Provide Planning Methodology and Software Administration Training on Baseline BCP Software).

3.2.9 Deliverable #2.3.2 – Software Administration Training for Baseline BIA Professional Web Server Software, Baseline LDRPS Web Server Software and Seagate Crystal Reports Software

Contractor shall provide on-line reproducible technical training materials and shall deliver on-site training for the County's project team for software administration on the Baseline BIA Professional Web Server Software, the Baseline LDRPS Web Server Software and Seagate Crystal Reports software, as specified in Subtask #2.3 (Provide Planning Methodology and Software Administration Training on Baseline BCP Software).

3.3 TASK #3 – BCP SOFTWARE DESIGN AND CUSTOMIZATION

Contractor shall customize Baseline BIA Professional Web Server Software and LDRPS Web Server Software based on County requirements and planning objectives, as provided in this Task #3 below.

3.3.1 SUBTASK #3.1 – DOCUMENT COUNTY BCP REQUIREMENTS

Contractor shall meet with County project team and key stakeholders to document County BCP requirements and to determine the best use of the BCP Software to meet the County BCP requirements. Contractor shall guide these discussions to ensure that County participants understand the most efficient ways to meet their objectives. At minimum, the Contractor shall:

- Review existing County BCP policies, standards and objectives.
- Discuss and document County BIA Professional Web Server Software and LDRPS Web Server Software deployment strategies.
- Review and document County BIA Professional Web Server Software questionnaire content.
- Discuss and document LDRPS Web Server Software plan phases.
- Discuss and document LDRPS Web Server Software plan hierarchy.
- Discuss and document LDRPS Web Server Software ID naming conventions.
- Discuss and document LDRPS Web Server Software data screen definitions.
- Discuss and document LDRPS Web Server Software field restrictions.
- Discuss and document LDRPS Web Server Software security and administration matrix.

3.3.2 Deliverable #3.1.1 – Prototype of Baseline BIA Professional Web Server Software Customization

Contractor shall provide a prototype of the Customized BIA Professional Web Server Software that supports County BCP requirements, as specified in Subtask #3.1 (Document County BCP Requirements).

3.3.3 Deliverable #3.1.2 – Prototype of Baseline LDRPS Web Server Software Customization

Contractor shall provide a prototype of the Customized LDRPS Web Server Software that supports County requirements, as specified in Subtask #3.1 (Document County BCP Requirements).

3.3.4 SUBTASK #3.2 – VALIDATE COUNTY BCP REQUIREMENTS

Contractor shall review prototype of the customized BIA Professional Web Server Software and Customized LDRPS Web Server Software, identified in Deliverables #3.1.1 (Prototype of Baseline BIA Professional Web Server Software Customization) and #3.1.2 (Prototype of Baseline LDRPS Web Server Software Customization) respectively, with the County's project team to assess the adequacy of the prototype in meeting County BCP requirements. The functionality of the BCP Software Customization will be reviewed to ensure it meets the County information gathering requirements to set recovery priorities and recovery time objectives and to establish a hierarchical planning structure. Reporting options and standard reports/graphs shall also be discussed with the County project team. Documentation of findings from this prototype review(s) will be used to produce BCP Software Customization Design Document for each of BIA Professional Web Server Software and LDRPS Web Server Software.

3.3.5 Deliverable #3.2.1 – Baseline BIA Professional Web Server Software Customization Design Document

Contractor shall provide a County-approved BCP Software Customization Design Document that will be used for final BCP Software Customization of the BIA Professional Web Server Software, as specified in Subtask #3.2 (Validate BCP Requirements).

3.3.6 Deliverable #3.2.2 – Baseline LDRPS Web Server Software Customization Design Document

Contractor shall provide a County-approved BCP Software Customization Design Document that will be used for final BCP Software Customization of the LDRPS Web Server Software, as specified in Subtask #3.2 (Validate BCP Requirements).

3.3.7 SUBTASK #3.3 – CUSTOMIZE BASELINE BCP SOFTWARE TO MEET COUNTY BCP REQUIREMENTS

Contractor shall customize Baseline BIA Software and LDRPS Software to meet County BCP requirements. Contractor shall work collaboratively with the County's project team and other key stakeholders to validate that the Customizations to Baseline BIA Professional Web Server Software and LDRPS Web Server Software meet County BCP requirements. BCP Software Customizations will be reviewed for acceptance by the County.

3.3.8 Deliverable #3.3.1 – Baseline BIA Professional Web Server Software Customization for Production Use

Contractor shall successfully customize Baseline BIA Professional Web Server Software for production use in accordance with Subtask 3.3 (Customize Baseline BCP Software to Meet County BCP Requirements). Success shall be achieved upon County acceptance.

3.3.9 Deliverable #3.3.2 – Baseline LDRPS Web Server Software Customization for Production Use

Contractor shall successfully customize Baseline LDRPS Web Server Software for production use in accordance with Subtask 3.3 (Customize Baseline BCP Software to Meet County BCP Requirements). Success shall be achieved upon County acceptance.

3.3.10 SUBTASK #3.4 – PERFORM TESTING ON CUSTOMIZED BASELINE BCP SOFTWARE

Contractor shall demonstrate to County the Customized Baseline BIA Professional Web Server Software and LDRPS Web Server Software functionality, utilizing Unit and Integration installation tests mutually agreed upon by the Contractor and the County.

3.3.11 Deliverable #3.4.1 – Unit and Integration Test Results Report for Customized Baseline BIA Professional Web Server Software

Contractor shall deliver Software Unit and Integration Installation Test Results Report for Customized BIA Professional Web Server Software, as specified in Subtask #3.4 (Perform Testing on Customized Baseline BCP Software).

3.3.12 Deliverable #3.4.2 – Unit and Integration Test Results Report for Customized Baseline LDRPS Web Server Software

Contractor shall deliver Software Unit and Integration Installation Test Results Report for Customized LDRPS Web Server Software, as specified in Subtask #3.4 (Perform Testing on Customized Baseline BCP Software).

3.3.13 SUBTASK #3.5 – DEVELOP COUNTY ENTERPRISE AND DEPARTMENTAL REPORTS FOR USE WITH CUSTOMIZED BCP SOFTWARE

Contractor shall work collaboratively with the County's project team to develop County enterprise and departmental reports for use with Customized BIA Professional Web Server Software and Customized LDRPS Web Server Software. At a minimum, these reports shall identify County service exposures, recovery options, dependencies and interdependencies. The County's project team will approve report designs prior to development in Seagate Crystal Reports. The finalized designs will be created in Seagate Crystal Reports and reviewed with County project team for County approval.

3.3.14 Deliverable #3.5 – County Enterprise and Departmental Reports for Use with Customized Baseline BIA Professional Web Server Software and Baseline LDRPS Web Server Software

Contractor shall successfully deliver, not to exceed twenty (20) ad-hoc reports in Seagate Crystal Reports, which shall meet the minimum requirements identified in Subtask #3.5 (Develop County Enterprise and Departmental Reports for Use with Customized BCP Software). These reports will be delivered to County for County's review and acceptance.

3.4 TASK #4 – BCP SOFTWARE ROLLOUT AND END-USER TRAINING

Contractor shall deliver training to the Department BCP Coordinators on the use of the BCP Software in the analysis of their vulnerabilities and in the development of effective business continuity plans. Contractor shall assist the County in developing evaluation and tracking criteria within the BIA Professional Web Server Software and the LDRPS Web Server Software for County's project team to monitor Department compliance with the Project Schedule.

3.4.1 SUBTASK #4.1 – PROVIDE BCP METHODOLOGY AND END-USER TRAINING FOR DEPARTMENT BCP COODINATORS

Contractor, with support from County's project team, will conduct at a minimum two (2) training sessions at a County designated training site, for up to 40 County Department BCP Coordinators on basic business continuity concepts, BCP methodology and use of the LDRPS Web Server Software. At minimum, the Contractor shall provide training on:

- BCP program elements
- Business Impact Analysis
- Strategies for business continuity and recovery
- Business continuity plan development
- Testing and maintaining business continuity plans.

3.4.2 Deliverable #4.1 – BCP Methodology Training and End-User Training for Department BCP Coordinators

Contractor shall conduct at a minimum two (2) training sessions provide on-line reproducible end-user training materials on the BCP methodology and BCP Software for 40 County Department BCP Coordinators as specified in Subtask #4.1 (Provide BCP Methodology and End-User Training for Department BCP Coordinators).

3.5 TASK #5 – BCP SOFTWARE MAINTENANCE, TECHNICAL SUPPORT AND OPTIONAL ADDITIONAL CONSULTING SERVICES

Contractor shall provide Technical Support, annual BCP Software Maintenance, and Additional Consulting services following successful implementation of BIA Professional Web Server Software and LDRPS Web Server Software and provision of BCP methodology training and end-user training to County Department BCP Coordinators as provided below.

3.5.1 SUBTASK #5.1 – PROVIDE BCP SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT SERVICES

Contractor shall provide annual (i) BCP Software Maintenance that includes Updates, such as BCP Software patches, bug fixes and version updates, and (ii) remote Technical Support 24 hours a day, seven (7) days a week, 365 days a year. At a minimum, the Contractor shall provide:

- Toll-free Technical Support 24 hours a day, seven (7) days a week, 365 days a year.
- Free training for an unlimited number of County staff at Contractor's corporate office in King of Prussia, PA.
- Free Updates, including but not limited to, software patches, bug fixes, enhancements and version updates.
- Regional User Group membership
- Annual User Group participation (at a fee)
- Free subscription to the quarterly Recovery Chronicles newsletter
- Access to Contractor website www.strohlsystems.com for customer support, industry news and information exchange.

3.5.2 Deliverable #5.1 – BCP Software Maintenance And Technical Support Services

Contractor shall successfully provide annual BCP Software Maintenance and remote Technical Support, as specified in Subtask #5.1 (Provide BCP Software Maintenance and Technical Support Services).

3.5.3 SUBTASK #5.2 – PROVIDE ADDITIONAL CONSULTING SERVICES (OPTIONAL)

During the period of performance under this Agreement, County may identify tasks to be performed by Contractor as Additional Consulting services. For these occurrences,

County will document each task and subsequent deliverable required. Contractor shall provide such optional Additional Consulting services, requested by the County, at a blended Fixed Hourly Rate not to exceed $200 per hour. Such optional services may be provided either on a fixed price or a time and materials basis, as agreed to in advance by County and Contractor.

Additional Consulting services may include, but are not limited to, the following:

- Demonstrating BCP methodology and BCP Software capability to County Departments and validate their requirements
- Identifying best practices the County should adopt to ensure BCP effectiveness
- Configuring screens and reports to meet County's unique requirements for both enterprise, departmental and business unit views of plan data
- Developing automated scripts and processes to conduct BIA surveys for varied business units
- Preparing call back trees using the installed BCP Software
- Preparing data import and export scripts to interface with various supporting systems using Contractor supplied or generally available utilities
- Performing training and skills transfer to County staff
- Acting as a technical resource to County staff
- Best Practices
- LDRPS Hierarchy
- LDRPS Data Screen Definitions
- LDRPS Planning Assistants
- LDRPS Plan Tables of Contents
- LDRPS Security Profiles

If required by County for performance of Additional Consulting services, Contractor shall present to County for approval a PCD developed in accordance with Subtask # 1.1 (Develop and Present Project Control Document (PCD)) within 30 days of commencing such Additional Consulting services.

3.5.4 Deliverable #5.2 – Additional Consulting Services

If requested by County, Contractor shall provide Additional Consulting services in accordance with Subtask #5.2 (Provide Additional Consulting Services (Optional)). Deliverables under such Subtask #5.2 will be identified and documented by County prior to the commencement of work by the Contractor.

EXHIBIT A
ATTACHMENT 2

BUSINESS CONTINUITY PLANNING SOFTWARE

ATTACHMENT 2

BUSINESS CONTINUITY PLANNING SOFTWARE

The BCP Software acquired under this Agreement includes, but is not limited to, BIA Software and LDRPS Software, including Customizations and any Third Party Software components used by Contractor to provide a BCP solution for County, and any software developed by Contractor for County in providing Additional Consulting services, if any. Subject to Paragraph 11.2 (License) of the body of the Agreement, the BCP Software provided by Contractor as of the Effective Date shall, at a minimum, meet the specifications set forth below.

Section	Software Module/Component	License Type
I.	Business Impact Analysis (BIA) Professional Web Server Software BIA Professional Web Server Software for unlimited use with the BCP Software. Contractor's BIA web survey and analysis software, accessible using a web browser, provided to County under this Agreement for the purpose of guiding an organization in identification and documentation of critical, time sensitive services and processes, identifying dependencies and interdependencies, assessing impacts associated with the end of critical, time sensitive services and processes and establishing viable recovery time frames and other BCP solutions in order to meet County BCP Requirements.	Unlimited User License
II.	Living Disaster Recovery Planning Software (LDPRS) Web Server Software LDPRS Web Server Software 50 Concurrent User Licenses are perpetual, irrevocable, and non-exclusive to use the LDRPS Software. Contractor's LDRPS software, accessible using a web browser, provided to County under this Agreement for the purpose of guiding an organization in development and maintenance of business resumption, business recovery, disaster recovery and contingency plans in the event of a disaster or major disruption to County operations.	50 Concurrent User Licenses: (i) 20 acquired during the Initial Term; and (ii) 30 acquired during the Extended Term.

EXHIBIT B

SCHEDULE OF PAYMENTS

I. DELIVERABLES

DELIVERABLE NUMBER	DELIVERABLE TITLE	PAYMENT AMOUNT
1.1	Project Control Document (PCD)	0
1.2	Status Meetings and Status Reports	0
2.1.1	Deliver and Install Baseline BIA Professional Web Server Software	0
2.1.2	Deliver and Install Baseline LDRPS Web Server Software	0
2.2.1	Unit and Integration Installation Test Results Report for Baseline BIA Professional Web Server Software (includes $3,001 for BIA Software Maintenance & Technical Support)	16,782
2.2.2	Unit and Integration Installation Test Results Report for Baseline LDRPS Web Server Software (includes $34,434 for LDPRS Software Maintenance & Technical Support)	187,352
2.3.1	Planning Methodology Training for Baseline BIA Professional Web Server Software and Baseline LDRPS Web Server Software	1,166
2.3.2	Software Administration Training for Baseline BIA Professional Web Server Software, Baseline LDRPS Web Server Software, and Seagate Crystal Reports Software	3,498
3.1.1	Prototype of Baseline BIA Professional Web Server Software Customization	0
3.1.2	Prototype of Baseline LDRPS Web Server Software Customization	0
3.2.1	Baseline BIA Professional Web Server Software Customization Design Document	1,982
3.2.2	Baseline LDRPS Web Server Software Customization Design Document	22,791
3.3.1	Baseline BIA Professional Web Server Software Customization for Production Use	0
3.3.2	Baseline LDRPS Web Server Software Customization for Production Use	0
3.4.1	Unit and Integration Installation Test Results Report for Customized Baseline BIA Web Server Software	7,927
3.4.2	Unit and Integration Installation Test Results Report for Customized Baseline LDRPS Web Server Software	91,162
3.5.	County Enterprise and Departmental Reports for Use with Customized Baseline BIA Professional Web Server Software and Baseline LDRPS Web Server Software	13,762
4.1	BCP Methodology Training and End User Training for Departmental BCP Coordinators	4,662
5.1	BCP Software Maintenance and Technical Support Services	*
5.2	Additional Consulting Services (Fixed Hourly Rate of $200.00)	**

* BCP Software Maintenance and Technical Support services payments are included in the totals for Deliverables 2.2.1 and 2.2.2 referenced above.

** Payments rendered for such Additional Consulting services may be provided either on a fixed price or a time and materials basis, as agreed to in advance by County and Contractor.

II. EXTENDED SOFTWARE MAINTENANCE

Contractor shall invoice County for all Maintenance and Technical Support services annually on the anniversary date of this Agreement.

A. EXTENDED TERM

During the Extended Term, for years 4 through 6, County obligation for Maintenance and Technical Support for the Licenses acquired during the Initial Term and the Extended Term shall be as provided below:

DESCRIPTION	YEAR 4	YEAR 5	YEAR 6
BIA Web Server Software	2,233	2,233	2,233
LDRPS Web Server Software – 20 User Licenses acquired during Initial Term	24,733	24,733	24,733
LDRPS Web Server Software – 30 User Licenses licensed during Extended Term	14,480	14,480	14,480

B. OPTIONAL TERM

Should this Agreement be extended for an Optional Term of up to three (3) years, for years 7 through 9, County obligation for Maintenance and Technical Support for the Licenses acquired during the Initial Term and the Extended Term shall be as provided below:

DESCRIPTION	YEAR 7	YEAR 8	YEAR 9
BIA Web Server Software	2,413	2,413	2,413
LDRPS Web Server Software – 50 User Licenses acquired during Initial Term and Extended Term	40,654	40,654	40,654

III. OPTIONAL ADDITIONAL CONSULTING SERVICES, SOFTWARE LICENSES AND MAINTENANCE AND TECHNICAL SUPPORT

A. ADDITIONAL CONSULTING SERVICES

The Fixed Hourly Rate for Additional Consulting services provided by Contractor to County under this Agreement in accordance with Paragraph 5.1.9 (Additional Consulting (Optional)) of the body of the Agreement shall not exceed $200.00 per hour during the term of this Agreement. Such Additional Consulting services may be provided either on a fixed price or on a time and materials basis, as agreed to by County and Contractor prior to commencement of such Additional Consulting services.

The maximum amounts allocated for Additional Consulting services are as follows:

TERM	AMOUNT
Initial Term	48,916
Extended Term (includes allocation for Optional Term)	150,000

The Amount allocated for Additional Consulting services for the Extended Term shall also be used to reimburse Contractor for any and all reasonable out-of-pocket travel and living expenses, provided that such expenses (i) are approved in advance by County in writing, (ii) are based on actual expenditures, and (iii) do not exceed County's then current travel expense reimbursement rates.

B. ADDITIONAL SOFTWARE LICENSES AND MAINTENANCE AND TECHNICAL SUPPORT

1. Additional Software Licenses

During the term of this Agreement, should County elect to purchase additional Licenses for LDRPS Software beyond those acquired on the Effective Date, such additional Licenses shall be acquired in blocks of ten (10) Concurrent User Licenses at the rate of $29,980 per block.

2. Maintenance and Technical Support Services

If the total number of Licenses for LDRPS Software exceeds those for which pricing is provided in Section II (Extended Software Maintenance) above, the related Maintenance and Technical Support services for additional Licenses shall be made available and provided by Contractor to County at the rates set forth below, depending on the three (3) year period (Initial Term, Extended Term or Optional Term) during which such additional Licenses are acquired.

Additional Licenses and related Maintenance and Technical Support services shall be provided by Contractor to County during the Initial Term at the following rates:

TERM DURING WHICH ADDITIONAL LICENSES ARE ACQUIRED	COST OF ANNUAL MAINTENANCE AND TECHNICAL SUPPORT SERVICES FOR ADDITIONAL LICENSES
Initial Term	15% of the total cost for additional Licenses
Extended Term	$4,826.66 per block of 10 User Licenses
Optional Term	$4,826.66 per block of 10 User Licenses