



## Dallas County, Texas

Best and Final Offer (BAFO) for:

Information Technology  
Outsourcing Services

RFP No: 2002-011-1007

April 18, 2002

**Schlumberger**

GOVERNMENT  
EXHIBIT NO.

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## Executive Summary

### Introduction

Schlumberger is pleased to provide our Best and Final Offer to Dallas County. This Offer is intended to demonstrate our commitment to partner with Dallas County as our "flagship" North American Public Sector outsourcing customer. Simply stated, we will go the extra mile to deliver the best customer service for the best value. In addition, we are partnering with several highly qualified WMBE Partners capable of performing meaningful and significant portions of the project with full responsibility.

Schlumberger believes our rich consulting heritage in the Public Sector – 16 years in North American City and County Governments alone – differentiates our team and allows us to bring extensive knowledge of governmental issues, drivers, and business processes to best serve Dallas County. Further points of differentiation include:

- A fresh, collaborative service delivery model highlighted by a consultative, trusted advisor approach.
- Superior Service Desk technologies and processes including our self-help and Timbuktu technologies.
- Diversity in our workforce and our partnerships that will be serving Dallas County.
- Valuing the customer and solving problems instead of "chasing change-orders."
- Ability to work with Dallas County to address current business needs outside the scope of the base contract.

### Pricing

Schlumberger strongly believes we will provide Dallas County with the best value and the best customer service for the dollar. The following chart provides our Best and Final Offer pricing for the original Service Levels 1, 2, and 3, while also providing our recommended offer (Gold), and alternative offer (Bronze).

The five service levels and the associated total pricing are:

<b><i>Recommended Gold Offering</i></b>	<b><i>\$39,649,091</i></b>
<b><i>Bronze Offering</i></b>	<b><i>\$36,140,518</i></b>
<b><i>Service Level 1</i></b>	<b><i>\$44,786,083</i></b>
<b><i>Service Level 2</i></b>	<b><i>\$41,669,869</i></b>
<b><i>Service Level 3</i></b>	<b><i>\$38,820,432</i></b>

Our Recommended "Gold" Offer is highlighted by:

- A facilities management solution with selected remote services such as Disaster Recovery and Help Desk.
- An optimal mix of Service Levels 1, 2, and 3 and a few specific service delivery alternatives.
- A significant investment of value-added consulting services estimated at \$5.1 Million over the life of the contract.
- Additional offer to partner with the County to develop an Integrated Justice System including a comprehensive court management system with a phased implementation of an integrated Justice of the Peace, Probate, Civil, and Criminal Court System. This system is intended to provide the County with an alternative to the high cost of ownership associated with licensing fees and ongoing maintenance costs for a proprietary software solution while still providing the peace of mind of a supported application.

Our alternative "Bronze" Offer is highlighted by:

- A combination of the minimum service levels for each service area that the County could consider.

### Conclusion

Schlumberger is hopeful that through this procurement process and our interaction with the Dallas County Team we have:

1. Demonstrated we are the **customer service leader** in the outsourcing marketplace and that impeccable references and quality customer care is the Schlumberger way of doing business.
2. Emphasized the **unique technical prowess** of Schlumberger, which is verified by being awarded high profile, large-scale outsourcing contracts and cutting edge systems integration projects.
3. Proven our local government consulting and systems integration experience in Texas, North America, and Global large scale outsourcing
4. Convinced the County that Schlumberger will provide the **best value** by balancing Dallas County's business priorities and fiscal policies with the short and long term information technology needs of the County.

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Schlumberger is committed to work hard throughout the service delivery lifecycle. In addition to working hard we listen which will result in addressing the needs of Dallas County. Schlumberger is flexible, proactive and considers Dallas County the perfect match for our corporate culture.

## 1 Recommended Gold Offer – \$39,649,091

Schlumberger is pleased to recommend our provide our Recommended Best and Final Offer, the “Gold” Offer, which combines the optimal selection of appropriate service levels with our Best Value Price. The detailed service level descriptions and price are provided in Appendix B. In addition to the base level of services provided in the gold offer, Schlumberger has also included a significant investment of ongoing consulting services valued at \$5.1M at no additional charge to the County. If chosen as Dallas County’s “Gold” Finalist Schlumberger also offers to partner with Dallas County to develop a next generation integrated Court Management System. Therefore, in Section 3 we have provided a brief description of our approach to this system, but have not included detailed pricing. The following sections provide an overview of the components of our “Gold” offer.

### Hybrid Facility Management Solution

The Hybrid Solution will maximize the use of current equipment and technologies within the Dallas County infrastructure, while at the same time providing Dallas County an environment which facilitates an improved level of service to its users.

### Unique Combination of Local and Centralized Support

Schlumberger is proposing to provide Dallas County a “Hybrid”- Facilities Management and Centralized/Remote Support Solution to meet the current and future IT needs of Dallas County. We believe this solution provides a unique combination of local and centralized support methodologies for all operations and support services. Schlumberger has a vast amount of experience in providing both of these solutions for many of our North American Customers. Upon completion of our due diligence efforts, we believe the most “fiscally appropriate” and most “technology centric” solution for the existing IT environment consists of combining individual components from the current Dallas County Environment with Schlumberger’s remote tools, facilities and on-site personnel.

The first part of our Hybrid Solution, consists of a Facilities Management approach for **local and on-site** support services for the following areas:

- Desktop Support Services**
- LAN/WAN Operations Support**
- Data Center Operations Support**
- Applications Maintenance and Support**
- Database Maintenance and Support**
- Telecommunications Support**
- Consulting Services**

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The second part of our Hybrid Solution, consists of a Remote Management approach for **centralized and off-site** support services for each of the following areas:

- Helpdesk Support Services**
- Global Ticketing System**
- Disaster Recovery Services**
- Service Management Center (Remote Monitoring)**
- Disaster Recovery and Business Continuity**

It is Schlumberger's intention to provide Dallas County a Hybrid Support Solution and an IT road map outlining a phased approach to evolving current systems. We believe a phased Hybrid Solution provides the best of both worlds and meets the tactical and strategic goals of the County. Some of the benefits of this solution include:

**Less Risk:** Schlumberger's solution provides an environment for minimized risk exposure and a smooth approach to data center and desktop operations. By engaging in a complete Remote solution to support services, Dallas County runs the risk of losing control of IT operations and support services. The County also runs the risk of critical failure to production applications, software and hardware systems, if systems are drastically and abruptly reconfigured or moved without proper planning.

**Personalized Service:** Personalized service is at the core of our culture. Our Hybrid Solution provides the best personalized service for Dallas County's Management team and local user community.

**No single point of failure:** Schlumberger's Hybrid approach provides Dallas County multiple points of interface for problem resolution, project tracking and management interaction. With Schlumberger's core team consisting of our Account Manager, Chief Technology Advisor, Site and Program Manager and Program Management Office, Dallas County will have the ability to have your IT issues addressed on many levels. In contrast, with a complete Remote Solution, Dallas County's only life-line to the vendor is their Account Manager.

**Smooth Transition of people and technology:** Schlumberger's Hybrid approach allows Dallas County the benefit of knowing their people and technologies will realize a smooth transition. Our goal is not to disrupt Dallas County's operations by removing critical resources, nor do we wish to abruptly remove equipment, rather we want to provide a seamless migration for each of these components.

**Minority participation:** Schlumberger's Hybrid Solution is based on using a combination of our own services as well as those of our MWBE partners. These partners have been provided real and meaningful amounts of work and the success of our combined teams will be a true joint effort.

Helpdesk has a proven workflow model. Schlumberger's Hybrid Solution is built around the latest and proven helpdesk technologies; state of the art remote management and self help tools; the brightest results driven resources; and our metrics and reporting models are state of the art.

## Consulting Services

Schlumberger believes that the success of our engagement with Dallas County will depend on the resources, and level of commitment that we provide. In an effort to differentiate ourselves from our competitors, we are proposing to provide Dallas County a number of "value added services." These are services and/or projects, which Schlumberger is proposing to provide Dallas County over and above the base outsourcing contract. It is our intent to provide many of these services and/or projects "at no additional cost" to Dallas County. It is also our intention to discuss which services and/or projects will be provided during Best and Final Offer negotiations.

## Inclusive Value Added Consulting Services

### Estimate value \$5.1 Million

Schlumberger believes the success of our engagement with Dallas County will depend on the resources and level of commitment that we provide. In an effort to differentiate ourselves from our competitors and provide Dallas County the best value, we are proposing a number of value added services based on the needs of the County. These are services and/or projects, which Schlumberger is proposing to provide Dallas County over and above the base outsourcing contract. It is our intent to provide these services and/or projects "at no additional cost" to Dallas County. The proposed services over the initial 5 year engagement are as follow:

- Chief Technology Advisor
- Inventory / Asset Management
- Network Re-architecture
- Special Projects
  - Main Frame Migration Strategy
  - Desktop Refresh Strategy Plan
  - Information Security Audit
  - Novell to Windows Migration Strategy Plan
  - Virtual Private Network Strategy Plan (remote email)

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- Disaster Recovery and Business Continuity Strategy Plan
  - Geographic Information Systems Strategy Plan

### 1.1.1 Chief Technology Advisor – CTA Estimated Value \$ 1,500,000

**Description:** As part of our outsourcing solution to Dallas County, Schlumberger proposes to provide a Chief Technology Advisor (CTA) to help Dallas County focus on tactical and strategic actions that will deliver technology and business improvement. The CTA would be responsible for working with Dallas County's Executive IT Management and the Commissioners Court to provide input and feedback on IT technologies and industry best practices.

**Business Case:** Dallas County's Executive IT Management Team would be enhanced by supplementing the existing IT thought leadership to ensure investment in technical solutions are needed, well planned and implemented successfully and have the maximum benefit to the operation and businesses of Dallas County.

**Deliverables:** The CTA would provide guidance in the areas of Strategic IT Planning, evaluating user requirements and business process consulting. The CTA, through the Program Management Office (PMO) would work with each of Dallas County's key business groups to help gather requirements on an as needed basis. The CTA would work with Dallas County's CIO to define and structure the "Dallas County Strategic IT Roadmap," which will be a living document structured on a five year strategic IT plan, reviewed annually and broken into one year tactical initiatives.

With an understanding of Dallas County's business needs, the CTA would also act as the liaison between Dallas County IT Management and Schlumberger's PMO and on-site technical and operations teams to address Dallas County's tactical and strategic business requirements. In addition, the CTA would serve as a focal point for defining special projects and ensuring that Dallas County has access to Schlumberger's off site consulting resources and subject matter expertise for advise.

The CTA could act as a focal point for the coordination of regular Executive Management IT planning sessions and will communicate advances in industry and local technologies via a Dallas County IT newsletter. Finally, on a regular basis, the CTA would coordinate regular IT seminars as well as coordinate a periodic IT Open House to showcase new and existing technology advances in government technology.

**Benefits:**

Improved communication and coordination in managing technical projects.

Improved service delivery, reliability and consistency across the organization.

Improvement in the technology decision-making process leading to more efficient use of technology funds.

Improved morale of IT management and staff

### **1.1.2 Inventory and Asset Management Services: Estimated Value \$600,000**

**Description:** It is Schlumberger's intent to provide the dedicated resources to begin a complete inventory of Dallas County hardware and software assets. It is also our intent to provide dedicated resources to manage and maintain an IT Asset Management System to provide information relative to IT assets within the scope of this engagement. The types of hardware and software to be included in the inventory system and pertinent data elements will be defined.

**Business Case:** Dallas County is in need of an Inventory and Asset Management solution to better establish a integrated means of tracking hardware and software assets and collaborating with a Helpdesk System to facilitate tracking of failure rates and specific equipment maintenance history.

**Deliverables:** As part of our Inventory and Asset Management System, Schlumberger will perform a complete inventory of assets, while continuing to assess the suitability of the current inventory by verifying the data against departmental records and where discrepancies occur, we will conduct physical verification of the records in question. Our procurement and asset management personnel will review inventory records and update hardware and software records when appropriate. Schlumberger will continually validate the inventory through on-going processes that insure asset records are as current as possible. Inventory procedures for asset tracking will be documented and distributed to departments and agencies to insure everyone using Dallas County's assets understands the importance of inventory records and their accuracy.

**Benefits:**

Reduce risk of system failures and incompatibility with new technology.

Improve employee productivity.

### **1.1.3 Network Infrastructure Re-architecture Plan: Estimated Value \$ 1,000,000**

**Description:** It is Schlumberger's intent to provide the dedicated network consulting resources to assist Dallas County with the re-architecture and sanitization of its currently deployed network and cable plant infrastructures. These resources would be provided in addition to the current operations staff, which is part of the Dallas County outsourcing initiative for day-to-day operations.

**Business Case:** Dallas County's infrastructure has been designed by multiple business segments and has been developed using different standards. This currently affects the ability of the existing network to grow to handle increased traffic and newer support capabilities.

**Deliverables:**

**Documentation of Existing Network:** Schlumberger will review and enhance documentation of the existing networking infrastructure. This effort will provide the ability to troubleshoot problems quickly and will provide logical and physical topology maps for all critical and non-critical network components.

**Assessment of Inefficiencies:** Once documented, Schlumberger will assess the existing network infrastructure components, consisting of physical and logical and cable plant design, routing and switching design, protocol design and Internet access architecture. Consideration will be given to existing hardware and software capabilities and optimization factors will be evaluated.

**Re-Design and Elimination of Inefficiencies:** Once assessed, Schlumberger consultants will make best efforts to re-architect the physical and logical network environment to improve the efficiencies of currently deployed systems by performing such things as reducing hop count, optimizing throughput and developing redundancy where appropriate.

**Benefits:**

Elimination of existing inefficiencies and increased throughput.

Establishment of optimal performance-tuning parameters.

Reduction in service disruption.

Cost containment and Increased productivity.

#### 1.1.4 Other Special Projects

Novell to Windows Migration Strategy and Plan: Estimated Value \$ 450,000

Remote Access / VPN Strategy Plan (remote email)

**Description:** It is Schlumberger's intent to provide the dedicated resources to work with Dallas County to develop a migration strategy for the existing Novell OS Environment. In conjunction, Schlumberger proposes to provide the dedicated

resources to assess the current Internet connectivity environment and review the feasibility of supporting remote e-mail, remote access and virtual private network (VPN) capabilities.

**Business Case:** Dallas County is in need of a strategy to address the feasibility of migrating from the existing Novell environment to a Windows 2000 or XP based environment, which would provide an open and scalable operating systems environment capable of supporting remote access and VPN functionality. The current environment is not capable of advanced functionality or services. In addition, the current Internet connectivity solution provides inconsistent and slow response time for users.

**Deliverable:** Schlumberger will work with Dallas County to conduct two separate detailed assessments and provide Dallas County a business case and cost justification analysis to assist with the acquisition of software and hardware to support these initiatives. In addition, we will review the technical requirements of the current environment, while determining what functionality would be required to accomplish these migrations.

**Benefits:**

Improved employee efficiency working on the Internet.

Fault tolerance, which will become more essential as more government services are offered online.

Establish foundation for use of lower cost web-enabled technology solutions in the future.

Reduce risk of security breach

Mainframe Migration Strategy and Plan: Estimated Value \$ 350,000

**Description:** It is Schlumberger's intent to provide the dedicated resources to work with Dallas County to plan a migration strategy for existing mainframe applications and operation functions. In addition, we would perform a cost/benefit analysis pertaining to the provision of mainframe application support and production operations via a remote computer facility

**Business Case:** After years of operating in a centralized computing environment, Schlumberger proposes to address the support and cost benefits of migrating to a decentralized environment by providing the dedicated resources to perform a detailed assessment and implementation plan to migrate Dallas County from the existing mainframe environment to an architecture that provides an open scalable distributed systems environment.

**Deliverables:** Schlumberger's plan would be focused on developing a strategy to re-write and streamline existing mainframe application code in an effort to better allow Dallas County the ability to migrate these applications. The plan would include specifications and offer increased functionality over the existing system. Upon completion, Schlumberger will work with Dallas County to conduct a cost justification analysis to assist with the acquisition of hardware to support this open architecture. In addition, the proposed Schlumberger Mainframe Migration Strategy Plan will enable Dallas County to continue their leading edge approach to data center services. Schlumberger's goal will be to develop this distributed application using Software Engineering Institute (SEI) Standards.

**Benefits:**

Reduction in License fees and contractual maintenance costs.

Reduction in specialized systems software or support product costs.

Other specialized support costs associated with mainframe, server, or desktop hardware/software.

Desktop Refresh Strategy and Plan: Estimated Value \$ 250,000

**Description:** It is Schlumberger's intent to provide the dedicated resources to address Dallas County's need for the development of a Desktop Refresh and Common Operating Environment (COE) Initiative. We understand the importance of the use of technology as a business enabler for all Dallas County Departments. Like other local governments, Dallas County has been utilizing information technology at a growing pace to increase productivity and provide improved service to the community.

**Business Case:** Through our due diligence efforts, we learned Dallas County's existing technology has been acquired over many years. As a result, numerous personal computers and other related computing equipment are nearing the end of their useful life. We are proposing to help the County address this situation and to provide a plan for the replacement of outdated technology in a planned, organized fashion.

**Deliverable:** Schlumberger will work to provide a detailed assessment, migration strategy, vision and business justifications as necessary to devise an appropriate desktop migration plan. We will also submit personal computer (PC) and software upgrade plans to establish relative currency of desktop operating system and office automation software packages. The intent is to maintain PC and software versions within two (2) product version levels of the most current as offered by the manufacturer.

**Benefits:**

Expected returns are better serviceability, improved employee productivity, and improved IT services across the County.

Identify technology training requirements and schedule specific training to improve common operating inefficiencies.

Increased response times.

**Information Security Services: Estimated Value \$ 300,000**

**Description:** It is Schlumberger's intent to provide the dedicated resources to perform an Information Security assessment of the current IT environment to determine the current security status of critical infrastructure components. Schlumberger understands the importance of Information Security to Dallas County. As a leader in Public Sector Security Solutions, Schlumberger will help Dallas County address the needs for controlled access to internal data, secure E-commerce connectivity and reliable sharing of proprietary information with partners.

**Deliverable:** We will work closely with Dallas County staff personnel to understand which information assets are to be protected, their perceived value, and the risks to these assets. We will also conduct independent security testing procedures, which will include an evaluation of devices and services to include firewall penetration attempts, IP spoofing, IP flooding and other methods of testing. The results of these audits will be provided to the Dallas County along with specific plans for recommended improvements.

**Benefit:**

Preservation of asset confidentiality and integrity.

Proper availability/restriction of information to authorized/unauthorized users

Reduction in service disruption.

Survivability techniques and technology.

Audit/Regulatory compliance.

Increase in consumer and user community confidence.

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Disaster Recovery and Business Continuity Plan: Estimated Value \$ 400,000

**Description:** It is Schlumberger's intent to provide the dedicated resources to work with Dallas County to develop a comprehensive Disaster Recovery and Business Continuity Plan and migration strategy.

**Deliverable:** Schlumberger proposes to assess the current environment for areas of inefficiency for critical infrastructure components such as servers, mainframe and midrange equipment. It is our intent to ensure that critical systems are fully recoverable and work environments remain available in the event of a critical failure. As part of the Disaster Recovery Plan, we propose to address and document the business-continuity process, from planning through to implementation and testing, to ensure Dallas County is protected against business interruption.

Benefits:

Cost containment of Disaster Services.

Elimination of service disruption.

Survivability of critical systems.

Increase in consumer confidence.

**Geographic Information Systems (GIS) Strategy: Estimated Value \$ 250,000**

**Deliverables:** It is Schlumberger's intent to provide the dedicated resources to work with Dallas County to develop a GIS Strategic Roadmap and Tactical Action Plan. Schlumberger proposes to leverage the existing geospatial data and technology assets within the County to further improve data availability, integrity, accuracy and integration with other data sets. Schlumberger has extensive knowledge of GIS technology and business uses in the Public Works areas of Capital Improvement Planning, Transportation and Planning, Engineering and Construction, Permit Management, and Property Management and will bring consultants who understand the daily business needs within a Public Works environment as well as other interested County Departments.

## Annual Estimated Value of Service

<i>Fiscal Year</i>	2002	2003	2004	2005	2006	2007
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Value Added Services

1. Chief Technology Architect	\$50,000	\$300,000	\$300,000	\$300,000	\$300,000	\$250,000
2. Inventory Asset Management	\$20,000	\$120,000	\$120,000	\$120,000	\$120,000	\$100,000
3. Network Re-Architecture	\$33,000	\$200,000	\$200,000	\$200,000	\$200,000	\$167,000

Other Special Projects

1. Main Frame Migration Strategy	\$350,000					
2. Desktop Refresh Strategy Plan		\$250,000				
3. Information Security Audit		\$150,000		\$150,000		
4. Novell to Windows Migration Strategy Plan		\$225,000				
5. RAS / VPN Strategy Plan (remote email)			\$225,000			
6. DR / BCP Strategy Plan	\$200,000	\$200,000				
7. GIS Strategy Plan			\$250,000			
<b>Totals</b>	<b>\$653,000</b>	<b>\$1,445,000</b>	<b>\$1,095,000</b>	<b>\$770,000</b>	<b>\$620,000</b>	<b>\$517,000</b>

Dallas County  
 Best and Final Offer for Information Technology Outsourcing Services  
 Commercial in Confidence

SBP-1A-162-0099-01-35612

## 2 Dallas County Integrated Court Management System

From our due diligence effort, Schlumberger understands Dallas County's need to increase functionality of the Court Management System by moving away from a mainframe environment. An optimal solution would consist of fully integrating the County and District Courts' Case Management System beginning with areas that would benefit the greatest, the Juvenile Court and the Civil System.

Schlumberger understands the history of these complex systems and the need for definitive steps to move forward with this important project. We have extensive experience in systems integration and custom software development. We possess deep subject matter expertise and knowledge of Courts and Criminal Justice Management Systems which are applicable to develop an integrated solution. Examples of turnkey outsourcing and systems integration services include Metropolitan Police Department of London, England, their related court agencies, as well as innovative integration and software development work performed for the Scotland Yard.

Schlumberger recognizes our customers' unfulfilled needs. Our approach is to partner with customers and develop solutions to fulfill market needs. An example is SemaVoyager™, our integrated enterprise resource planning (ERP) solution for the transit industry, which is currently being deployed at Houston Metro. Houston Metro will benefit from additional sales of this solution in North America.

Many other first-tier county governments are facing identical issues as Dallas County. They require real time information exchange between the courts, the state, district attorney, probation department, public defender, local law enforcement, the sheriff's office, Justice of the Peace, jail operations, booking photographs, state/regional fingerprint systems and state/local automated warrants system with a single point of entry. Currently, there is not an off the shelf integrated justice system available to modernize and streamline court operations, case processing and financial collections in a way that leverages:

- Modern Application Integration Frameworks.
- Knowledgebase Software Development Environments to accelerate Java code generation and integration.
- Existing Oracle or SQL databases and related investments.
- Related technologies for integration to electronic document management systems (EDMS) and imaging, public bulletin boards, electronic filings and payment strategies.

Schlumberger conducted research into court management systems and discovered the marketplace has not developed an integrated system sufficient to satisfy a complex county government like Dallas County. Further, the component licensed software that does exist, which could be enhanced through significant custom development and integration, does not necessarily provide the County with a cost effective solution. The County is in the unfortunate position of being under the control of a proprietary software vendor with significant license fees as well as still having over 50% of the system requiring custom development and integration.

Schlumberger offers to partner with Dallas County to develop a Fully Integrated County and District Courts Case Management System with the following goals for the County:

- Migrate the mainframe applications to a N-Tier Architecture (with Oracle databases) to create an easily customizable environment and allow for cost effective, ongoing enhancements in functionality and systems integration (see diagram A below).
- Significantly lower the ongoing total cost of ownership by eliminating the County's need to pay Software License Fees and ongoing Software Maintenance to a court management software product vendor.
- Allow the County to gain control by not being obligated to a proprietary software vendor indefinitely.
- Create an entrepreneurial opportunity for the County to receive upside benefits by the marketing of the final system to other North American Local Governments

Schlumberger, if chosen as Dallas County's "gold medallist," would like to accelerate discussions regarding how we could partner to develop a robust, integrated court management system that will satisfy the needs of the Court while allowing a market offering to be developed that Dallas County and Schlumberger could both benefit from. While not specifically priced in this Recommended Gold Offer, Schlumberger is committed to working with the County to mutually develop a plan of attack that could be a "win-win" for both parties. The estimated savings to the County is in the \$ 7 million dollar range for pursuing such an approach.



## 3 Appendices

### Appendix A. Assumptions

#### Key Assumptions

Schlumberger's revised proposal and associated pricing is based upon Dallas County's key assumptions included in our original proposal and the associated Schlumberger key assumptions included below:

#### Transition Services

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Transition period to start on the Effective Date through the Commencement Date.
- One-month pre-transition time frame for transition plan/document preparation.
- One-month post-transition time frame for SLA monitoring.
- An agreed time frame post transition to increase service levels prior to SLA penalties.
- Ability to leverage incumbent resources for transition implementation.
- Incumbent staff being given opportunity to join Schlumberger Team.
- Incumbent staff being available for training during transition.
- Dallas County and the current vendor to work without delays to meet the transition schedule.

#### Data Center Operations

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Current data center infrastructure is meeting the service levels defined in the RFP.
- Redundant system support hardware (i.e. power supplies) is in place.
- All data center space and power will be provided for Schlumberger's use by the County at no charge.
- County will retain ownership of all hardware, software and maintenance/maintenance contracts in the data center.
- A fully redundant CPU, DASD and print environment must be in place.

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### **Help Desk**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- ServiceDesk coverage hours will be 24x7.
- SLAs are based upon receipt of a minimum of 100 calls per month.
- We will have timely access to key information and knowledge during transition.
- ServiceDesk will be located in Houston.
- IVR pick-up requirement will be met with voice tree pickup.
- Includes one T1 circuit for connecting Schlumberger's Service Desk in Houston to Dallas County's Records Building in Dallas.
- ServiceDesk Problem Management metric is measured by all calls with the exception of the following: Firewall, Hardware, Network Failure, Outage, PBX, Power, Procurement, and Telco. ServiceDesk personnel must be given the required administrative/access rights to resolve the call.

### **Database Support & Management**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Current database support and management infrastructure is meeting the service levels defined in the RFP.
- All hardware upgraded to new technology.
- All software upgraded to be no more than one release behind current.
- All network infrastructure to be of current technology.
- All resource utilization to be less than 60% (batch and online).
- All hardware and software to be covered by 24x7 maintenance agreement.
- Deployment of management and measurement software across all resources (such as TNG, scheduling, performance monitoring, tape management, etc.).
- Data center to have current fire protection.
- Data center to have current power and backup facilities or fully redundant systems and hardware.
- All known applications problems fixed.
- All databases journaled with rollback facility.

- Formal change control, security, SDLC and release management procedure deployed across all resources.
- Capacity planning tools deployed across all resources.
- Requires automated security system standard e-mail available.
- Formalized escalation procedure.
- Formalized system development and implementation process
- Physical security monitoring and enforcement.
- Active IT Steering Committee.
- A fully redundant CPU and DASD environment is in place with all known database bugs and Oracle bugs resolved and/or fixed.
- Service Levels can be met if the database will be functionally operational under the new release or maintenance upgrade.
- All existing database schemas and sub-schemas have been stress tested by the applications they support without any database interruptions or disconnects and be within the tolerances laid out in service levels.

### **Disaster Recovery**

Schlumberger has made the following key assumption associated with meeting any of the service levels:

- Dallas County will identify all critical systems that must be operational within 72 hours so they can be restored most quickly.

### **Applications Development & Maintenance**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Current applications development and maintenance infrastructure is meeting the service levels defined in the RFP.
- All critical applications must pass test plan methodology associated with the SEI (Software Engineering Institute) model. Applications that do not meet this requirement must be approved in advance by the Dallas County IT Director or his designee.
- Service Levels can be met if the application will be functionally operational under the new release or maintenance upgrade.
- All projects must be costed and approved by the IT Steering Committee and Change Management Board.

- Applications development backlog will be no larger than six man-months to staff size.
- FTE development work to project ratio is 1.5 development FTE units to 1.0 project units, allowing for new installations as well as “bug fixes” to be accomplished within budget criteria.

### **Network Management**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Current network management infrastructure is meeting the service levels defined in the RFP.
- Schlumberger will coordinate and support all IMACs with respect to the building cable plant for telephony and LANs. We reserve the right to engage a third party contractor to perform cable plant IMACs. The pricing presented in this proposal does not include these costs. Costs associated with cable plant IMACs will be paid for by the County.
- Schlumberger will measure response time by using a server to poll all applicable devices via SNMP. The response time will be defined as the total end-to-end delay minus the average delay from the server to the County network. Any five-minute interval that exceeds the SLA will be reported.
- All devices covered under this SLA will have to be SNMP-manageable.
- Response time will not include any server, host or application component.
- Any traffic pattern that far exceeds the reported trend data and causes higher response times will be excluded from this SLA.
- Delays in scheduling outages as a result of this SLA will not impact other SLAs. For example, a problem is identified on Monday and an extended outage is required for repair and the outage is scheduled for Saturday. Any penalties associated with related SLAs exceeded during the remainder of the week are waived.
- Any outages caused by host-generated traffic will be excluded from this SLA requirement. For example, broadcast storms, denial of service events or excessive transmissions of any kind will have to be excluded. These types of events generally cannot be prevented by design. These events generally cannot be resolved within the SLA threshold.
- Includes one T1 circuit for connecting Schlumberger’s SMC in Houston to Dallas County’s Records Building in Dallas.
- The network connections, including the hubs, routers, switches and cabling are paid for directly by the County.

### **Telecommunications – Voice**

- Schlumberger has made the following key assumptions associated with meeting any of the service levels:
- Service contracts with telecommunications – voice hardware will have equivalent SLAs.

- Costing associated with telecommunications – voice service levels are based on the assumption that Dallas County will retain and incur costs for all existing PABX maintenance contracts. Schlumberger will manage all Dallas County PABX contracts.
- IT purchase requisitions averaged 815 per month for FY2001. Voice equipment moves, adds and changes averaged 100 per month.

#### **Telecommunications – Data**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Service contracts with telecommunications –data hardware will have equivalent SLAs.
- Costing associated with telecommunications – data service levels are based on the assumption that Dallas County will retain and incur costs for all existing key switch system maintenance contracts. Schlumberger will manage all Dallas County key switch system contracts.
- All contracts include penalty clauses for non-compliance equivalent to those that will be imposed on Schlumberger.

#### **Consulting Services to User Departments**

Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- Professional fees for all service levels are detailed in the Consulting Services section of this revised proposal and will be subject to the assumptions outlined below:
- The County will provide all existing documentation and essential subject matter experts to obtain transitional information.
- Schlumberger is dependent upon the County for data inputs. Any delays in the task schedule will result in a corresponding slip in the schedule for dependent tasks. The success of the project depends upon the County's ability to communicate to Schlumberger the relevant business drivers.
- The County will clearly define all required data access locations and site-specific requirements prior to Schlumberger engaging at a location.
- The County will make available the appropriate personnel (including system administration personnel, subject matter experts, technical support personnel, site engineers and construction personnel) to work with Schlumberger. Such personnel shall use reasonable efforts to assist and cooperate as needed.
- The County will make all necessary facilities, hardware and software available to Schlumberger at the commencement of the project, including suitable workspace, telephone access, and appropriate security access and safety requirements.
- Each County department will identify a person to serve as a single point of contact.

#### **Personal Computers**

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Schlumberger has made the following key assumptions associated with meeting any of the service levels:

- The County will retain financial responsibility and ownership of all application software licenses and modifications and personal computing licenses.
- Only hardware covered under a warranty agreement will be managed under the Service Levels. All other devices will be managed using best effort support.
- Repairs will be completed in actual business hours versus elapsed business hours.
- Pricing includes support of print devices at a ratio of one print device for every three systems. Support of any additional print devices is subject to negotiation.
- Print Services do not include the printing of payroll or other checks.
- Dallas County will provide on-site personnel with office space in remote facilities.
- Pricing does not include trip fees, hardware or labor (out of warranty) for PC hardware support.

#### General Assumptions

- At least 80% of existing ACS/Dallas County personnel will join our staff.
- Schlumberger will work with the County to review and to agree upon which service level indicators are linked to users requirements.
- Annual pricing can be affected by annual salary & benefit increases based on Mercer Index for IT Professionals. There will be a cap of 5% increase for each year.
- Schlumberger will offer positions to the current IT support staff (related to the services that Schlumberger will be providing) and provide comparable or better total wage and benefits packages.
- Schlumberger will provide project support for Dallas County for "standard" projects (projects that are less than 100 hours in total duration).
- All projects must be scheduled, as the availability for "standard" project support is contingent upon use of normally assigned IT resources on site at Dallas County and the impact to the performance of the Service Levels.
- Resources required to perform project work outside of those normally assigned to Dallas County will be identified and addressed through change management.
- Any projects whose total time to complete exceeds 100 hours will be treated as an out-of-scope project and will be quoted as project work through change management.
- The County is exempt from all sales taxes and will provide the necessary certificates.
- All hardware is owned by the County and is available for purchase at fair market value, except the mainframe (9672-RB5), which is leased, but is also available for use and or transfer.

- Hardware and software maintenance contracts are paid for directly by the County and could be made available for transfer, if permitted by the third party contract owner. Any fees associated for such third party contract transfers should be estimated by the Bidders and clearly identified in the proposal.
- Dallas County is responsible for maintenance contracts on all equipment (including desktops, CRTs, servers, printers, PABX equipment, leased lines, etc.), which must be kept current to adhere to pricing.
- Schlumberger is presenting this proposal as a fully inclusive solution tailored around a set of predefined service levels.
- Service levels will be finalized during contract negotiations.
- Termination of employees could occur in the event of poor performance or other non-acceptable behavior. In addition, offers cannot be extended to persons who do not pass pre-employment screenings such as drug tests or security checks.
- "Normal business hours" is defined as from 8 a.m. to 5 p.m. Monday through Friday, excluding holidays.
- Schlumberger's on-site personnel will be located at the County's office and will be scheduled according to defined coverage hours for that site. Additional coverage hours are not included in Schlumberger's pricing but will be provided to meet and adhere to the predefined service levels. Schlumberger personnel can be made available outside of contracted hours on an as-needed basis at additional cost.
- County will provide Schlumberger on-site personnel with office space/accommodations, desks, phones, systems and peripherals as needed to perform their work.
- Schlumberger will own no hardware, software or infrastructure at the County's site.
- All pricing and service levels is based on a 5,400 County employee base (users) unless otherwise noted.
- Dallas County currently maintains and will be financially responsible for Internet access.
- Travel and expenses are not included and will be charged to the County at cost plus a 10% administration fee.
- Travel time and additional chargeable time (including standby time and overtime) incurred by Schlumberger personnel and resulting from Dallas County's request, delay, act or omission will be invoiced at the rate of \$1,200 per man-day.
- Freight, shipping and insurance costs are excluded. All such charges arising in connection with the work will be charged to the County's account.
- Prices do not include withholding, sales, use, excise or other similar taxes, tariffs, levies or duties. All such charges arising in connection with the work will be charged to the County's account.

## Appendix B Recommended Gold Pricing Option

### Facilities Management Pricing

### Recommended Gold Pricing Option

Service Description	Pricing Metric	Unit Price	One Time Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Number of Employees factored for "per unit" price	5400	\$ 122.37							
Account / Relationship Management	Direct		\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 1,187,643
Management and Business Support	Direct		\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 1,039,250
Transition Services	Direct		\$ 304,300						
Data Center Operations	Direct		\$ 1,533,454	\$ 1,533,454	\$ 1,533,454	\$ 1,533,454	\$ 1,533,454	\$ 1,533,454	\$ 7,667,270
Help Desk	Direct		\$ 1,282,785	\$ 1,282,785	\$ 1,282,785	\$ 1,282,785	\$ 1,282,785	\$ 1,282,785	\$ 6,413,925
Database Support and Management	Direct		\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 1,377,063
Disastery Recovery	Direct		\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 1,071,429
Application Development and Maintenance	Direct		\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 4,849,150
Network Services (LAN/WAN)	Direct		\$ 956,613	\$ 828,006	\$ 699,399	\$ 699,399	\$ 699,399	\$ 699,399	\$ 3,882,814
Telecommunications (Voice & Data)	Direct		\$ 190,659	\$ 190,659	\$ 190,659	\$ 190,659	\$ 190,659	\$ 190,659	\$ 953,293
Training	Direct		\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
Consulting Services to User Departments	Direct		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Computer Support and Maintenance	Direct		\$ 2,282,228	\$ 2,117,943	\$ 2,042,628	\$ 1,882,228	\$ 1,882,228	\$ 1,882,228	\$ 10,207,255
<b>Total</b>			\$ 304,300	\$ 8,350,645	\$ 8,057,753	\$ 7,853,831	\$ 7,693,431	\$ 7,693,431	\$ 39,649,091

Performance Bond - 5 year paid upfront \$190,000

Performance Bond - for value of per year work \$31,000 \$31,000 \$30,500 \$30,500 \$30,500 \$153,500

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## Appendix C Bronze Pricing Option

### Facilities Management Pricing

### Bronze Pricing Option

Service Description	Pricing Metric	Unit Price	One Time Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Number of Employees factored for "per unit" price	5400	\$ 111.54							
Account / Relationship Management	Direct			\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 1,187,643
Management and Business Support	Direct			\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 1,039,250
Transition Services	Direct		\$ 304,300						
Data Center Operations	Direct			\$ 1,263,709	\$ 1,263,709	\$ 1,263,709	\$ 1,263,709	\$ 1,263,709	\$ 6,318,547
Help Desk	Direct			\$ 1,047,496	\$ 1,047,496	\$ 1,047,496	\$ 1,047,496	\$ 1,047,496	\$ 5,237,482
Database Support and Management	Direct			\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 1,377,063
Disastery Recovery	Direct			\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 1,071,429
Application Development and Maintenance	Direct			\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 4,849,150
Network Services (LAN/WAN)	Direct			\$ 823,411	\$ 823,411	\$ 694,804	\$ 694,804	\$ 694,804	\$ 3,731,236
Telecommunications (Voice & Data)	Direct			\$ 190,659	\$ 190,659	\$ 190,659	\$ 190,659	\$ 190,659	\$ 953,293
Training	Direct			\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
Consulting Services to User Departments	Direct			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personal Computer Support and Maintenance	Direct			\$ 1,905,085	\$ 1,883,657	\$ 1,862,228	\$ 1,862,228	\$ 1,862,228	\$ 9,375,427
<b>Total</b>			\$ 304,300	\$ 7,335,268	\$ 7,313,839	\$ 7,163,804	\$ 7,163,804	\$ 7,163,804	\$ 36,140,518
Performance Bond - 5 year paid upfront			\$180,000						
Performance Bond - for value of per year work				\$30,000	\$30,000	\$29,500	\$29,500	\$29,500	\$148,500

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## Appendix D SLA 1 Pricing

### Facilities Management Pricing

### Service Level 1 Option

Service Description	Pricing Metric	Unit Price	One Time Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Number of Employees factored for "per unit" price	5400	\$ 138.23							
Account / Relationship Management	Direct			\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 237,529	\$ 1,187,643
Management and Business Support	Direct			\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 207,850	\$ 1,039,250
Transition Services	Direct		\$ 304,300						
Data Center Operations	Direct			\$ 1,678,460	\$ 1,678,460	\$ 1,678,460	\$ 1,678,460	\$ 1,678,460	\$ 8,392,301
Help Desk	Direct			\$ 2,101,661	\$ 2,101,661	\$ 2,101,661	\$ 2,101,661	\$ 2,101,661	\$ 10,508,306
Database Support and Management	Direct			\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 275,413	\$ 1,377,063
Disastery Recovery	Direct			\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 214,286	\$ 1,071,429
Application Development and Maintenance	Direct			\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 969,830	\$ 4,849,150
Network Services (LAN/WAN)	Direct			\$ 956,613	\$ 828,006	\$ 699,399	\$ 699,399	\$ 699,399	\$ 3,882,814
Telecommunications (Voice & Data)	Direct			\$ 190,929	\$ 190,929	\$ 190,929	\$ 190,929	\$ 190,929	\$ 954,643
Training	Direct			\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,000,000
Consulting Services to User Departments	Project			-	-	-	-	-	-
Personal Computer Support and Maintenance	Direct			\$ 2,134,697	\$ 2,113,269	\$ 2,091,840	\$ 2,091,840	\$ 2,091,840	\$ 10,523,486
<b>Total</b>			\$ 304,300	\$ 9,167,267	\$ 9,017,231	\$ 8,867,195	\$ 8,867,195	\$ 8,867,195	\$ 44,786,083

Performance Bond - 5 year paid upfront \$210,000

Performance Bond - for value of per year work \$36,000    \$35,000    \$34,000    \$34,000    \$34,000    \$173,000

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## Appendix E SLA 2 Pricing

### Facilities Management Pricing

### Service Level 2 Option

Service Description	Pricing Metric	Unit Price	One Time Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Number of Employees factored for "per unit" price	5400	\$ 128.61							
Account / Relationship Management	Direct		\$	237,529	237,529	237,529	237,529	237,529	1,187,643
Management and Business Support	Direct		\$	207,850	207,850	207,850	207,850	207,850	1,039,250
Transition Services	Direct		\$ 304,300						
Data Center Operations	Direct		\$	1,571,192	1,571,192	1,571,192	1,571,192	1,571,192	7,855,961
Help Desk	Direct		\$	1,674,612	1,674,612	1,674,612	1,674,612	1,674,612	8,373,061
Database Support and Management	Direct		\$	275,413	275,413	275,413	275,413	275,413	1,377,063
Disaster Recovery	Direct		\$	214,286	214,286	214,286	214,286	214,286	1,071,429
Application Development and Maintenance	Direct		\$	969,830	969,830	969,830	969,830	969,830	4,849,150
Network Services (LAN/WAN)	Direct		\$	956,613	828,006	699,399	699,399	699,399	3,882,814
Telecommunications (Voice & Data)	Direct		\$	190,929	190,929	190,929	190,929	190,929	954,643
Training	Direct		\$	200,000	200,000	200,000	200,000	200,000	1,000,000
Consulting Services to User Departments	Project		\$	-	-	-	-	-	-
Personal Computer Support and Maintenance	Direct		\$	2,045,771	2,024,343	2,002,914	2,002,914	2,002,914	10,078,857
<b>Total</b>			\$ 304,300	\$ 8,544,024	\$ 8,393,988	\$ 8,243,952	\$ 8,243,952	\$ 8,243,952	\$ 41,669,869
Performance Bond - 5 year paid upfront			\$195,100						
Performance Bond - for value of per year work				\$32,000	\$32,000	\$31,500	\$31,500	\$31,500	\$158,500

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## Appendix F SLA 3 Pricing

### Facilities Management Pricing

### Service Level 3 Option

Service Description	Pricing Metric	Unit Price	One Time Charges	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Number of Employees factored for "per unit" price	5400	\$ 119.82							
Account / Relationship Management	Direct		\$	237,529	237,529	237,529	237,529	237,529	1,187,643
Management and Business Support	Direct		\$	207,850	207,850	207,850	207,850	207,850	1,039,250
Transition Services	Direct		\$ 304,300						
Data Center Operations	Direct		\$	1,575,655	1,575,655	1,575,655	1,575,655	1,575,655	7,878,273
Help Desk	Direct		\$	1,282,785	1,282,785	1,282,785	1,282,785	1,282,785	6,413,925
Database Support and Management	Direct		\$	275,413	275,413	275,413	275,413	275,413	1,377,063
Disastery Recovery	Direct		\$	214,286	214,286	214,286	214,286	214,286	1,071,429
Application Development and Maintenance	Direct		\$	969,830	969,830	969,830	969,830	969,830	4,849,150
Network Services (LAN/WAN)	Direct		\$	956,613	828,006	699,399	699,399	699,399	3,882,814
Telecommunications (Voice & Data)	Direct		\$	190,929	190,929	190,929	190,929	190,929	954,643
Training	Direct		\$	200,000	200,000	200,000	200,000	200,000	1,000,000
Consulting Services to User Departments	Direct		\$	-	-	-	-	-	-
Personal Computer Support and Maintenance	Direct		\$	1,863,249	1,841,820	1,820,391	1,820,391	1,820,391	9,166,243
<b>Total</b>			\$ 304,300	\$ 7,974,136	\$ 7,824,101	\$ 7,674,065	\$ 7,674,065	\$ 7,674,065	\$ 38,820,432
Performance Bond - 5 year paid upfront			\$193,000						
Performance Bond - for value of per year work				\$31,700	\$31,700	\$31,000	\$31,000	\$31,000	\$156,400

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## Appendix G Summary of Revisions

### Facilities Management Pricing Matrix Summary

Service Description	Pricing Metric	SLA1	SLA2	SLA3	Selected SLAs for Bronze	BRONZE	Selected SLAs for GOLD	GOLD
Number of Employees factored for "per unit" price	5400	\$ 138.23	\$ 128.61	\$ 119.82		\$ 111.54		\$ 122.37
Account / Relationship Management	Direct	\$1,187,643	\$1,187,643	\$1,187,643	SLA3	\$1,187,643	SLA2	\$ 1,187,643
Management and Business Support	Direct	\$1,039,250	\$1,039,250	\$1,039,250	SLA3	\$1,039,250	SLA1	\$ 1,039,250
Transition Services	Direct							
Data Center Operations	Direct	\$8,392,301	\$7,855,961	\$7,878,273	OTHER	\$6,318,547	OTHER	\$ 7,667,270
Help Desk	Direct	\$10,508,306	\$8,373,061	\$6,413,925	OTHER	\$5,237,482	SLA3	\$ 6,413,925
Database Support and Management	Direct	\$1,377,063	\$1,377,063	\$1,377,063	OTHER	\$1,377,063	OTHER	\$ 1,377,063
Disastery Recovery	Direct	\$1,071,429	\$1,071,429	\$1,071,429	SLA3	\$1,071,429	SLA3	\$ 1,071,429
Application Development and Maintenance	Direct	\$4,849,150	\$4,849,150	\$4,849,150	SLA3	\$4,849,150	SLA3	\$ 4,849,150
Network Services (LAN/WAN)	Direct	\$3,882,814	\$3,882,814	\$3,882,814	OTHER	\$3,731,236	SLA3	\$ 3,882,814
Telecommunications (Voice & Data)	Direct	\$954,643	\$954,643	\$954,643	OTHER	\$953,293	OTHER	\$ 953,293
Training	Direct	\$1,000,000	\$1,000,000	\$1,000,000	SLA3	\$1,000,000	SLA2	\$ 1,000,000
Consulting Services to User Departments	Direct							
Personal Computer Support and Maintenance	Direct	\$10,523,486	\$10,078,857	\$9,166,243	OTHER	\$9,375,427	OTHER	\$ 10,207,255
<b>Total</b>		\$ 44,786,083	\$ 41,669,869	\$38,820,432		\$36,140,518		\$ 39,649,091

**Note:** Refer to the Service Description Summary for details.

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## Appendix H Service Description Summary

Service Description Summary										
Service Agreement	Service Level Description	Quality or Critical	Frequency	DC Recommendation/Comment	SLA1	SLA2	SLA3	BRONZE	GOLD	SLA
<b>No. 1: Account Management</b>	1. Status Reporting	Quality	Monthly	Report by 7th bus. day of the month	5 Bus Days	7 Bus Days	15 Bus Days	15 Bus Days	7 Bus Days	2
	2. Quality Reviews	Quality	Semi-annual	Report on 3/1 and 9/1	10 Bus Days	20 Bus Days	30 Bus Days	30 Bus Days	10 Bus Days	1
	3. Project Progress Report	Quality	Bi-monthly	Report by 10th bus. day bi-monthly starting Feb.	5 Bus Days	7 Bus Days	15 Bus Days	15 Bus Days	10 Bus Days	A
<b>Not in Original</b>	4. Proposals for New and Enhanced Services	Quality	Per event	Response per event 15 days following the request w/ 3 new recomms	3 recs, 15 Bus Days	A				
	5. Annual Business Plan	Quality	Annually	After Year End	15 Bus Days	30 Bus Days	45 Bus Days	45 Bus Days	15 Bus Days	1
<b>No. 2: Business Management Support Services</b>	1. Service Delivery Improvements	Quality	Quarterly	Report on 10th bus. day of the quarter (Feb, May, Aug, Nov) w/ 3 recomms	5 recs, 15 Bus Days	3 recs, 15 Bus Days	1 recs, 15 Bus Days	1 recs, 15 Bus Days	3 recs, 10 Bus Days	A
	2. Strategic Plan	Quality	Quarterly	Report w/ 2nd bus. day of the quarter (Jan, Apr, Jul, Oct) w/ 3 recomms	10 Bus Days	15 Bus Days	20 Bus Days	20 Bus Days	20 Bus Days	3
	3. Project Status Report	Quality	Monthly	Report by 7th bus. day of the month	5 Bus Days	7 Bus Days	15 Bus Days	15 Bus Days	5 Bus Days	2
	4. Third Party Service Provider Management	Quality	Semi-annual	Report on 10th bus. day (Jun, Dec)	100%	99%	98%	98%	100%	1
	5. Policies & Procedures Enhance and Update	Quality	Quarterly	Report on 10th bus. day of the quarter (Jan, Apr, Jul, Oct)	5 Bus Days	10 Bus Days	15 Bus Days	15 Bus Days	7 Bus Days	1
<b>Moved from Help Desk</b>	6. Change Management	Quality	Monthly	Change processed on schedule	98%	97%	95%	95%	98%	1
<b>No. 3: Transition / Migration Services</b>	1. Development of Details Transition/Migration Plan	Critical	Per event	partied agree on a date and/or scope change	> 5 Days	> 10 Days	> 15 Days	> 15 Days	> 5 Days	1
	2. Migration Milestones	Critical	Per event	Milestones completed on schedule unless both parties agree on a date	100%	100%	100%	100%	100%	
	3. Transition Budget	Critical	Per event	Transition completed at or under budget	> 5%	> 7%	> 10%	> 10%	> 5%	1
<b>No. 4: Data Center Services</b>	1. Production Batch Processing	Critical	Monthly		1 misses month	2 misses month	3 misses month	10 misses month	5 misses month	A
	2. Online Availability	Critical	Monthly		99.8% Avail.	99.5% Avail.	99% Avail.	96% Avail.	98.5% Avail.	A
	3. Online Response Time (Internal)	Critical	Monthly	Mainframe Transactions	99.5% < 1 sec.	99.5% < 2 sec.	99.5% < 2 sec.	90% < 2 sec.	99% < 2 sec.	A
	3. Online Response Time (Internal)	Critical	Monthly	R50000 Transactions	99.8% < 2 sec.	99.8% < 2 sec.	99.8% < 3 sec.	90% < 3 sec.	99% < 3 sec.	A
	4. Distributed Systems Availability	Critical	Monthly		99.0% Avail.	99.5% Avail.	99.0% Avail.	99.0% Avail.	99.0% Avail.	3
	5. Production Report Distribution	Critical	Monthly	Missed < 3 times	95% Avail.	93% Avail.	90% Avail.	90% Avail.	90% Avail.	3
	6. Root Cause Analysis	Quality	Per event	Available within 7 bus. days	100% Avail.	98% Avail.	95% Avail.	95% Avail.	95% Avail.	3
	7. Data Backup and Restore	Critical	Monthly		> 1 not performed	> 2 not performed	performed	> 10 not performed	> 5 not performed	A
	8. Capacity Planning	Quality	Monthly	Report by 7th bus. day of the month	usage by day	usage by week	usage by month	usage by quarter	usage by week	2
	9. Capacity Forecast	Quality	Quarterly	Report by 7th bus. day of the quarter (3/7, 6/7, 9/7, 12/7)	N/A	N/A	N/A	N/A	N/A	
	10. Capacity Planning Baseline	Critical	Annually	90 days after Comm. (Annually on 4/1)	10-Aug	15-Aug	20-Aug	20-Aug	1-Apr	A
	11. Media Management	Quality	Monthly	Report by 7th bus. day of the month	usage by day	usage by week	usage by month	usage by quarter	usage by week	2
	12. Security Access Physical	Critical	Monthly	98% complete in 3 bus. days	1 Bus Day	2 Bus Day	3 Bus Day	5 Bus Day	5 Bus Day	A
	13. Security Access - Data	Critical	Monthly	95% complete in 3 bus. days	1 Bus Day	2 Bus Day	3 Bus Day	5 Bus Day	5 Bus Day	A
	14. Unscheduled System Outage	Critical	Monthly		< 2 / mo	< 3 / mo	< 4 / mo	< 5 / mo	< 5 / mo	A
15. System Software Currency	Quality	Annually	97% annually	within 2 rel levels	within 3 rel levels	within 4 rel levels	within 4 rel levels	within 4 rel levels	3	

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## Appendix H Service Description Summary (Continued)

Service Description Summary										
Service Agreement	Service Level Description	Quality or Critical	Frequency	DC Recommendation/Comment	SLA1	SLA2	SLA3	BRONZE	GOLD	SLA
<b>No. 5: Help Desk Services</b>	1. Answer Time	Critical	Monthly		90%, 30 sec.	IVR pickup in 12 sec 98%	IVR pickup in 18 sec 98%	70%, 60 sec	90%, 60 sec	A
	2. First Call Resolution	Critical	Monthly		95%	80%	50%	40%	50%	3
	3. Help Desk Satisfaction Survey	Quality	Quarterly	Report (1/1, 4/1, 7/1, 10/1)	4	3.5	3	3	4	1
	4. Problem Management	Critical	Monthly		R1=15 min, P1=1 hr R2=60 min, P2=3 hr R3=4 hr, P3=8 hr R4=8 hr, P4=sch	R1=20 min, P1=1 hr R2=70 min, P2=3 hr R3=5 hr, P3=8 hr R4=8 hr, P4=sch	R1=25 min, P1=1 hr R2=60 min; P2=3 hr R3=6 hr, P3=8 hr R4=8 hr, P4=sch	R1=30 min, P1=1.5 hr R2=100 min; P2=4 hr R3=8 hr, P3=16 hr R4=12 hr, P4=sch	R1=25 min, P1=1 hr R2=80 min, P2=3 hr R3=6 hr, P3=8 hr R4=8 hr, P4=sch	3
<b>No. 6: Database Support and Management Services</b>	1. Production Database Availability	Critical	Monthly		99% Avail.	98% Avail.	97% Avail.	95% Avail.	95% Avail.	A
	2. Database Performance	Critical	Monthly	Transaction Complete	99.9% in < 2 sec.	99.9% in < 3 sec.	99.9% in < 4 sec.	98% in < 4 sec.	98% in < 4 sec.	A
	3. Database Software Release Management	Quality	Semi-annual	Maint within 6 months of release New version within 6 months of release	100% complete	95% complete	90% complete	90% complete	90% complete	3
<b>No. 7: Disaster Recovery Services</b>	1. Disaster Recovery Invocation	Critical	Per event	Restoration within 72 hours	Restore in 72 hrs	Restore in 72 hrs	Restore in 72 hrs	Restore in 72 hrs	Restore in 72 hrs	A
	2. Disaster Recovery Test	Critical	Annually	Test Successful per Dallas County	Semi-annual	Annual	Bi-annual	Bi-annual	Semi-annual	1
<b>No. 8: Application Development and Maintenance Services</b>	1. Software Release Management	Quality	Semi-annual	Report 3/1 and 9/1	100%	95%	90%	90%	90%	3
	2. Development Projects	Quality	Per event	Report per event	99%	97%	95%	95%	95%	3
	3. Application Software Enhancements	Quality	Semi-annual	Report 3/1 and 9/1	100%	95%	90%	90%	90%	3
	4. Application Software Maintenance	Quality	Semi-annual	Report 3/1 and 9/1	100%	95%	90%	90%	90%	3
	5. Service Request Report	Quality	Monthly	Report by 7th bus. day of the month	Daily Requests	Weekly Requests	Monthly Requests	Quarterly Requests	Quarterly Requests	A
<b>Not in Original</b>	6. Quality Assurance Effectiveness	Quality	Quarterly	Report by 7th bus. day of the quarter (1/7, 4/7, 7/7, 10/7)	7 days	7 days	9 days	11 days	11 days	A
<b>No. 9: Network Management Services</b>	1. Network Availability	Critical	Monthly		99.5% avail. & 1 event/mo	99.5% avail. & 1 event/mo	99.5% avail. & 2 event/mo	99% avail. & 2 event/mo	99.5% avail. & 2 event/mo	3
	2. Average Network Response Time	Critical	Monthly		3 min. or less	3.5 min. or less	4 min. or less	4 min. or less	4 min. or less	3
	3. Network/WAN Scheduled Downtime	Critical	Monthly		30 min.	35 min.	40 min.	40 min.	40 min.	3
<b>No. 10: Telecomm - Voice Services</b>	1. Telephone System Availability	Critical	Monthly		99.9%	98.9%	97.9%	97.5%	97.5%	A
	2. Installations/Moves/ Adds/ Changes (IMAC)	Critical	Monthly		98% complete	95% complete	90% complete	90% complete	98% complete	1
	3. ACD/IVR Statistical Reports	Critical	Monthly		5 days	7 days	10 days	10 days	7 days	2
<b>No. 11: Telecomm - Data Circuit Services</b>	1. Data Circuit Availability	Critical	Monthly		>= 99.9%	>= 98.9%	>= 97.9%	>= 97.9%	>= 97.9%	3
	2. Installations/Moves/ Adds/ Changes (IMAC)	Critical	Monthly		98%	95%	90%	90%	98%	1
<b>No. 12: Training Services</b>	1. Training Sessions Conducted	Quality	Monthly	<2 cancellations per month	100%	94%	88%	88%	94%	2
	2. County Satisfaction Survey	Quality	Monthly	Average Score 3.5	4	3.5	3	4	4	1
<b>No. 13: Consulting Services to User Departments</b>	1. Quality Review	Quality	Semi-annual	Average Score 4.0	4	3.5	3	3	4	1
<b>No. 14: Personal Computer Services</b>	1. Installations/Moves/ Adds/ Changes (IMAC)	Critical	Monthly		miss no more than 3%	miss no more than 5%	miss no more than 7%	miss no more than 5%	miss no more than 5%	2
	2. Inventory Report	Quality	Quarterly		15 Days	20 Days	25 Days	25 Days	20 Days	2
	3. PC Repair (Break/Fix)	Critical	Monthly		98% in 8 hours	98% in 16 hours	98% in 24 hours	98% in 24 hours	98% in 8 hours	1
	4. Peripheral Repair	Critical	Monthly		90% in 8 hours	80% in 10 hours	90% in 24 hours	90% in 24 hours	90% in 8 hours	1

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## Appendix H Summary of Revisions

In an effort to make the review of these documents easier, below is a synopsis of most, if not all, of the revisions since our previously submitted redlined version of the Master Services Agreement as well as the Service Level Agreements. These changes are based on the feedback provided by Dallas Co. during our April 12 meeting. The modifications include the following:

### Master Services Agreement ("MSA")

Added Service Provider legal entity in Preamble.

Part I (Definitions) modified as follows:

Section 5 ("Commercially Reasonable Efforts") to include a single definition of Commercially Reasonable Efforts.

Reinserted language in Section 15 (Losses) verbatim.

Part II modified as follows:

Section A, Para. 1 (Use of Service Agreement) reinserted "discrete" services.

Added to Section B, Para. 2 (Meetings, Reports) language that reflects that changes to reports will be as agreed upon by both parties.

Section B, Para. 3 (last sentence) modified to include the word "applicable" recognizing that certain regulations and statutes might not be applicable to County as a governmental entity.

Reinserted the language to Section B, Para. 4 (Dedicated Facilities) third sentence verbatim.

Added to Section B, Para. 5 (Assumption of Equipment Leases) language in last sentence.

Reinserted second sentence in Section B, Para. 10 (Regulatory Environment) verbatim and modified the first sentence to include the obligation of Service Provider to notify County of any regulatory changes of which it becomes aware.

Added language to Section B, Para. 12 (a) and (c) regarding Service Providers obligation to provide reasonable assistance to County to obtain Third Party Consents.

Reinserted the language in third sentence of Section C, Para. 2 (Review of Service Levels) third sentence verbatim.

Reinserted the language to Section C, Paras. 4 (b) and (c) verbatim.

Reinserted and modified Part III, Section 4 (Most Favored Status).

In keeping with the intent of the Master Services Agreement being the default provisions, last section of Part IV (Intellectual Property), Section B. Para. 4 as previously inserted has been removed from the Master Services Agreement and has been inserted in each Service Level Agreement.

Part V modified as follows:

Reinserted original insurance provisions as proposed by Dallas into Section A (Insurance) and modified per discussions with Dallas.

Modified initial proposed language in Section C (Limits of Liability) per Dallas' stated concern that proposed language would not sufficiently protect the County on the front end of the contract.

Reinserted in Section C, Para. 3, the 2 days (from our proposed 5 days).

Modified and reformatted Section D (Indemnities), breaking up the provision into different sections.

Reinserted language in Section E, Para. 1 regarding the Performance Bond requirements. Also, reinserted language in Para. 7.

Modified Part VI (Term and Termination), Section B, Para. 1(a) (vii) to reflect that the change of control in the event of an internal merger or acquisition by Service Provider will not include a complete divestiture. Also, reinserted language in last sentence of Para. 2 verbatim. Modified Para. 6 to reflect that Service Provider will continue to provide the same level of services during any subsequent transition period. Modified first sentence of Para. 7.

Modified Part VII (General) as follows:

Section 3 (Assignment) amended to reflect that the Service Provider's change of control in the event of an internal merger or acquisition will not include a complete divestiture.

Reinserted first sentence in Section 7 (Entire Agreement) verbatim.

### **Service Level Agreements ("SLA")**

Added Service Provider legal entity in Preamble.

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Changed the term of the SLA from three (3) years to five (5) years in SLAs 11-14 to coincide with the term of the MSA.

Removed the proposed language in Section 8 regarding responsibilities of Dallas County to reflect the original language.

Modified Section 9 (Termination for Convenience) by removing reference to stranded costs and added a reference to a termination fees matrix.

Deleted Section 10 (Section 11 in some SLAs) referencing Adjustments to Service Levels in its entirety, eliminating any transition period language.

New Section 10 (or 11 respectively)

Subsection (a)(3), (d), and (e) language regarding remedies has been reinserted verbatim.

Subsection (a)(4) language regarding offsets has been removed in its entirety.

Subsection (b) has been modified by referencing 30 days after Commencement Date of the SLA.

Subsection (f)(1) as proposed removed in its entirety and language reinstated as proposed.

Added "by Service Provider to Subsection (h).

Added Section 11 (Section 12 in some of the SLAs) addressing Intellectual Property ownership as to be defined by each SLA.

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**Appendix I****Master Service Agreement**

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**MASTER INFORMATION TECHNOLOGY SERVICES AGREEMENT**

**BETWEEN**

**COUNTY OF DALLAS, TEXAS, U.S.A.**

**AND**

**SERVICE PROVIDER**

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**MASTER INFORMATION TECHNOLOGY  
SERVICES AGREEMENT**

THIS AGREEMENT is entered into as of the Effective Date (as defined hereinbelow) by and between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a corporation ("Service Provider").

Service Provider is in the business of providing comprehensive computing services and computing services management services to large private-sector and public-sector entities. Service Provider and County desire to enter into this Agreement pursuant to which Service Provider will plan, manage, and operate County's administrative systems environments all in accordance with the terms and conditions of this Agreement and as more fully set forth in the appendices attached hereto.

Accordingly, the parties agree as follows:

**PART I: DEFINITIONS.**

The following definitions shall apply to the terms used in this Agreement.

1. "Affiliate" means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.
2. "Appendices" or "Schedules" means any appendix, schedule, exhibit, agreement, Service Agreement, or other document either (i) attached to this Master Agreement and incorporated by reference herein, (ii) attached and incorporated into a Service Agreement

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which is incorporated by reference herein; or (iii) executed by the Parties at any time hereafter and incorporated into this Master Agreement, or any Service Agreement, pursuant to the provisions of this Master Agreement or the Service Agreement.

3. "Business Day" means any day during which County is generally conducting business.
4. "Commencement Date" means November 1, 2002.
5. ~~"Commercially Reasonable Efforts" means a level of effort to achieve an objective that is the greater of (i) the level of effort used by the County, or any third party providing such services for County, immediately before the applicable Service Agreement Effective Date, or (ii) the level of effort used by other experienced outsourcing companies providing services similar to the Services. Commercially Reasonable Efforts always assumes a prompt, diligent, and cost-effective effort, made in a professional manner, using qualified, experienced individuals.~~
6. "Commercially Reasonable Pricing" means the industry-specific average level of pricing used by other experienced outsourcing companies providing services similar to the Services. Commercially Reasonable Pricing always assumes the use of prompt, diligent, cost-effective efforts, made in a professional manner, using qualified, experienced individuals.
7. "Confidential Information" refers to the information described in Part IV of this Master Agreement.
8. "Control" and its derivatives means the power to cause, either directly or indirectly, the direction of the management and policies of a person or entity, whether through the ownership of securities, by contract, or otherwise.
9. "County" means the County of Dallas, Texas, U.S.A.
10. "County Data" means all County information, whether in written or electronic form.
11. "County Software" means any Software owned by County and used in conjunction with any of the Services.
12. "Effective Date means the date of execution of this Agreement by the County Judge of County as shown hereinbelow;
13. "Intellectual Property Rights" means patents (and the rights relating thereto), copyrights and copyright registrations (and the rights relating thereto), trade secrets (and the rights relating thereto), trademarks, service marks, and trademark and service mark registrations (and the rights and goodwill relating thereto), and Confidential Information (and the rights relating thereto).
14. "Location" means County's data processing facilities, including, but not limited to, the facilities located at the Records Building, 509 Main Street, Dallas, Texas 75201.
15. "Losses" means all losses, liabilities, damages and claims, and all related costs and expenses (including any and all reasonable legal fees and reasonable costs of investigation, litigation, settlement, judgment, appeal, interest and penalties). Losses shall include losses relating to the failure to acquire hardware, software, or services

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associated with County grant funded projects, provided Service Provider has advance notice of such grant funds. ~~Losses shall include losses relating to the failure to acquire hardware, software, or services associated with grant funded projects.~~

16. "Man-week" means forty hours of time expended by a single individual;
17. "Master Agreement" or "Agreement" or "Contract" means this Master Information Technology Services Agreement and, where the meaning so requires, all appendices incorporated by reference herein.
18. "Prime Rate" means interest at a fluctuating rate per annum which at all times shall be the lowest rate of interest generally charged from time to time (determined as of the first business day of each week) by Bank of America and publicly announced by such bank as its so-called "prime rate."
19. "Parties" means County and Service Provider; "Party" means either County or Service Provider.
20. "Pass-Through Expenses" means the actual invoiced amounts charged to Service Provider by third parties that County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) has agreed to pay directly or for which it has agreed to reimburse Service Provider. Pass-Through Expenses shall not include any Service Provider profit, administrative fee or overhead charges.
21. "Systems" means the Hardware and Software operating together as a system.
22. "Service Provider Equipment" means the computer, communications and other equipment owned or leased by Service Provider and used by Service Provider to provide the Services. Equipment includes, without limitation, all associated accessories and peripheral devices used in the provision of Services.
23. "Services" and "Service Agreement" have the meaning given to them in Part II. "Service Agreement Effective Date" means the date on which Service Provider begins providing Services under a Service Agreement. "Service Agreement Term" means the term of the applicable Service Agreement, as defined in each Service Agreement. "Service Level Measurement," "Service Level Standard," and "Service Level Credits" have the meaning given them in Part II and Appendix A.
24. "Software" means any computer software and associated documentation that relates to Services provided under a Service Agreement, and includes any County Software, Service Provider Software and Third Party Software.
25. "Service Provider Facilities" means the facilities owned or leased by Service Provider and from which the Service Provider will provide any Services as specifically identified in a Services Agreement.
26. "Service Provider Personnel" means employees of Service Provider and its subcontractors assigned to performing Services.

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27. "Service Provider Software" means any Software owned by Service Provider and used in conjunction with any of the Services.
  28. "Third Party Contracts" means any contract that is a Third Party Software License or Third Party Service Contract.
  29. "Third Party Service Contracts" means, collectively, (i) the agreements between County and a third party pursuant to which the third party is providing to County immediately before a Service Agreement Effective Date any services included within the Services, and (ii) the agreements between Service Provider and a third party pursuant to which the third party is providing to County or Service Provider at any time during the applicable Service Agreement Term any services included within the Services.
  30. "Third Party Software" means any Software that is owned by a person other than Service Provider or County and used to provide the Services.
  31. "Third Party Software License" means a license agreement that authorizes County or Service Provider to use Third Party Software.
  32. "Virus" shall mean files, programs or program code designed to cause any action not authorized including, for example, to affix themselves to, bury themselves within, or send instructions to, other files, programs or program code in order to cause malfunctions, errors or destruction or corruption of data when affixed or at a later time.
  33. "Year 2000 Compliant" means that the subject Software, and any items or services related thereto, will be Year 2000 compliant, meaning the subject Software will continue to function without delay, interruption or error; and functionality and accuracy will not be affected as a result of the dates being processed in the twentieth or twenty-first century, including the advent of the year 2000, or from the extra day occurring in any leap year.

## PART II: WORKING RELATIONSHIP.

### A. SERVICES.

1. **Use of Service Agreements.** This Master Agreement contains contractual terms for services to be provided to County by Service Provider. Services will be provided by Service Provider pursuant to a request by the County for such services and pursuant to a written Service Agreement entered into by County and Service Provider. The Parties intend to enter into separate Service Agreements for ~~discrete~~ discrete Services.
2. **Contents of Service Agreements.** Each "Service Agreement" shall describe the specific services covered by the Service Agreement ("Services"), the compensation to be paid and provisions for payment, the term for performance, the applicable Service Level Measurements and Service Level Standards (if any), and other provisions that are specific to the Service Agreement. ~~A form of Service Agreement is attached hereto as Appendix A; it specifies requirements that apply to all Service Agreements unless the Parties expressly agree otherwise.~~

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3. **Qualified resources.** Except as otherwise expressly provided in a Service Agreement, Service Provider shall provide, at its expense, all of the personnel, Equipment (except that which is owned or retained by County), Software, services and other resources necessary to provide the Services. Service Provider shall not implement any action or decision regarding such resources that would have an adverse effect on the Services (including, without limitation, changes in Equipment, Software and systems configurations), Service Level Measurements, Service Level Standards, or County costs and expenses without the prior written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager). Service Provider will provide and have on site, its Project Manager at the prior to the commencement and for the duration of the applicable Service Agreement Term, and will timely provide additional trained and qualified personnel to ensure the timely delivery of the Services in accordance with this Master Agreement and each Service Agreement.
  4. **Service Agreements a part of Master Agreement.** Each Service Agreement shall unambiguously incorporate by reference, and shall be subject to, the terms and conditions of this Master Agreement. No Services shall be provided by Service Provider unless and until the appropriate Service Agreement has been duly signed and delivered by County (acting exclusively through the County Commissioners Court). Each Service Agreement shall generally be in the form, and shall contain the information and terms, described in Appendix A attached hereto.
  5. **Initial Service Agreements.** As of the Effective Date of this Master Agreement, County and Service Provider are entering into Service Agreement No. 1 (a copy of which is attached hereto as Appendix C).
  6. **Inherent Services.** Throughout each Service Agreement Term, Service Provider shall provide the services described in the Service Agreements, as such Service Agreements may be amended and supplemented from time to time (collectively, the "Services"). There may be services not specifically described in this Master Agreement or a Service Agreement which are reasonably required for the proper performance and provision of the Services. If such services are determined to be reasonably required for the proper performance and provisions of the Services, such services shall be deemed to be implied by and included within the scope of the Services at no additional cost to the same extent and in the same manner as if specifically described in the applicable Service Agreement. Service Provider shall provide the Services in accordance with all of the terms of this Master Agreement and the applicable Service Agreement. If such inherent services result in an increase in Service Provider resources, either of personnel or other resources, such increase will be addressed pursuant to the Change Control Procedures.
  7. **Commercially Reasonable Pricing.** Pricing proposed by Service Provider for Services shall be Commercially Reasonable Pricing and, to the extent third party products or services are included, such products and services will be treated as Pass-Through Expenses so as to provide County the benefit of any specialized pricing available to Service Provider.
  8. **Service Agreement Term.** No Service Agreement Term shall extend beyond the Term of this Master Agreement.

**B. COOPERATION.**

1. **Cooperation.** Service Provider agrees to use Commercially Reasonable Efforts to comply with County requests for cooperation and assistance for County and its third party service providers ~~whether or not such requests are within the scope of the Services.~~ The parties acknowledge and agree that, ~~beyond their~~ satisfaction of Service Level Standards, performance under this Agreement will require the ~~continued~~ definition and setting of numerous priorities and the balancing of competing tasks and schedules. Service Provider and the County agree that they will each use good faith and reasonable efforts to define, plan, coordinate and execute the different priorities, tasks and schedules agreed to by the parties within the scope of this Agreement.
2. **Meetings, Reports.** Service Provider personnel shall keep County personnel fully and regularly informed about Service Provider activities as provided herein. Service Provider and County representatives shall meet as frequently as County representatives reasonably deem necessary. Service Provider shall prepare and deliver to County the reports described in each Service Agreement ("Reports") by the respective deadlines specified in each Service Agreement. At no charge to County, Service Provider shall make minor modifications the Reports or provide supplemental~~additional~~ Reports as reasonably requested by County from time to time and as agreed upon by the Parties. Service Provider's Project Executive shall provide a regular monthly status report to the County Contract Manager no later than by the 5<sup>th</sup> business day of the following month.
3. **Use of County Facilities and Equipment.** (a) During the Term of a Service Agreement, County shall make available to Service Provider furnished space in County's office facilities as reasonably determined by County to be suitable for Service Provider to carry out functions associated with the Services (the "County Facilities") and certain Equipment identified in each Service Agreement that will continue to be owned by County (the "County Equipment"). (b) Service Provider shall: (i) use the space in the County Facilities for the sole purpose of providing the Services; (ii) comply with the leases and other agreements applicable to the County Facilities; (iii) comply with all policies and procedures governing access to and use of County Facilities; and (iv) return such space to County in the same condition it was in on the Service Agreement Effective Date ordinary wear and tear excepted. Except to the extent included in the Services and charges described in the applicable Service Agreement (e.g., supplies and consumables used in providing the Services), County shall provide the County Facilities and access to normal office resources (e.g., fax machines, telephone hardware and copier support) at no charge to Service Provider; provided, however, that Service Provider shall be responsible for costs associated with any facilities provided by Service Provider pursuant to the provisioning of remote services. Service Provider shall remain responsible for any required PC's and peripherals, long distance charges, copier paper and all other expenses incurred by Service Provider in providing account management services; however, if the Parties agree that Service Provider shall provide one or more supplies to County, the cost to County of such supplies shall be treated as a Pass-Through Expense. (c) Service Provider shall: (i) use the County Equipment for the sole purpose of providing the Services; (ii) comply with any directions from County concerning the location of the County Equipment; (iii) provide, or arrange for third parties to provide, maintenance of the County Equipment at no cost to County; and (iv) return such equipment to County in the same condition it was in on the Service Agreement Effective Date ordinary wear and tear excepted. County Facilities shall at all times be compliant with all applicable Federal, State and local laws, regulations, and ordinances relating to occupational, safety, health and environment.

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4. **Dedicated Facilities.** During any time Services are performed at the County Facilities, Service Provider shall provide the Services using hardware, software and related resources dedicated solely to supporting County. Unless otherwise expressly provided in a Service Agreement, all Services provided from the Service Provider's Facilities ~~shall~~ be provided using ~~dedicated~~ dedicated Equipment and Software. ~~Service Provider shall not provide any Services from a shared or partitioned processing environment unless specifically approved in writing by the County Commissioner's Court or a Service Agreement. Service Provider shall not provide any Services from a shared or partitioned processing environment unless specifically approved in writing by County Commissioners Court.~~
5. **Assumption of Equipment Leases.** If specified in a Service Agreement, County shall assign to Service Provider County's obligations and any corresponding rights under the applicable leases for equipment used to provide the Services as described in the Services Agreement or County may sell equipment owned by it to Service Provider (the "Transferred Equipment"). Service Provider shall obtain consents to such assignments and releases of County's liability under such leases as promptly as practicable. Any assignment of County's interests in the Transferred Equipment is made "AS IS, WHERE IS," WITHOUT WARRANTIES OF ANY KIND (EXCEPT AS EXPRESSLY STATED IN SUCH SERVICE AGREEMENT), AND SPECIFICALLY WITHOUT ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Service Provider shall not have any obligation to purchase or assume any such equipment leases. Any assumption hereunder shall be governed by an applicable Service Agreement.
6. **Service Agreement Proposals.** During the Term of this Master Agreement, regardless of whether one or more Service Agreements are in effect, Service Provider shall cooperate with County in providing proposals at Service Provider expense for Service Agreements for information technology services reasonably requested by County from time to time. Service Provider shall use Commercially Reasonable Efforts to provide Service Agreement proposals featuring Commercially Reasonable Pricing at the earliest date practicable ~~and in any event within twenty (20) Business Days of the date a request is received.~~
7. **Modification of Master Agreement.** From time to time during the Term, County or Service Provider may propose changes to the Master Agreement. Any change to this Master Agreement must be approved by each Party (in the case of County, such approval being provided exclusively by the County Commissioners Court) and memorialized in a written, signed amendment that specifically identifies this Master Agreement, the section of this Agreement that is the subject of the amendment, and the new provision.
8. **Modification of Services under a Service Agreement.** If County desires to propose a ~~substantial~~ change in or addition to the Services under a Service Agreement, it shall deliver a written notice to the Service Provider Project Manager describing the proposal. Service Provider shall respond to such proposal as promptly as reasonably possible by preparing at Service Provider's expense and delivering to the County Project Manager a written document ("Change Control Document"), indicating: (i) the effect of the proposal, if any, on the amounts payable by County; (ii) the effect of the proposal, if any, on Service Level Measurements in light of related Service Level Standards; and (iii) any other
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information requested or reasonably necessary for County to make an informed decision. Any resultant Change Control Document shall be signed by both Parties. If Service Provider desires to propose a change in or addition to the Services or other aspects of this Agreement, it may do so by preparing at its expense a Change Control Document for the County. A Change Control Document, once submitted to County, shall constitute an offer by Service Provider to implement the proposal described therein on the terms set forth therein. No change in or addition to the Services or any other aspect of this Agreement shall become effective without the written, signed approval of the County Commissioners Court and Service Provider. If County elects to accept the offer set forth in the Change Control Document, as evidenced by the written, signed approval of the County Commissioners Court, any changes in the Services described in the Change Control Document shall thereafter be deemed "Services," any other changes described in the Change Control Document shall be deemed to have amended this Agreement, and the Parties shall agree on any further modifications to the Agreement required to reflect the Change Control Document. Any proposal made under this Section 8, either by County or Service Provider, shall be limited to the Parties herein.

9. **Other Provisioning of Services.** County shall have the right to contract with one or more third parties (or use internal resources) to perform any services which are in addition to, or outside the scope of, the Services. If County contracts with a third party to perform any such service, Service Provider shall cooperate with County and such third party to the extent reasonably required by County including provision of (i) assistance and support services to such third party at the rates specified in the applicable Service Agreement, and (ii) access to the technical environment operated by Service Provider as reasonably necessary for such third parties to perform their work. County shall require such third parties to comply with Service Provider's reasonable requirements regarding operations. Service Provider shall be obligated to support and maintain such service provider's work product at County's request and cost, if additional costs are incurred by Service Provider, provided the third party service provider complies with any written, reasonable requirements for system operations provided to County by Service Provider and agreed to by County.
10. **Regulatory Environment.** As part of the Services, Service Provider shall identify the impact, if any, of changes in applicable laws or regulations as it pertains to Service Provider's provision of the Services. Service Provider shall notify County Contract Administrator of such changes that it becomes aware of and shall work with County to identify the impact of such changes on how County uses the Services. County shall notify Service Provider of such changes that County becomes aware of. ~~Service Provider shall notify County Contract Administrator of such changes and shall work with County to identify the impact of such changes on how County uses the Services. County shall notify Service Provider of such changes that County becomes aware of.~~ Service Provider shall promptly make any resulting modifications to the Services as reasonably necessary. Service Provider shall be responsible for, and shall pay for, the cost of any such changes relating to Service Provider's business. County shall be responsible for the cost of any such changes relating to County's business to the extent such changes require computer resources in excess of the ~~computer~~ resources otherwise provided by Service Provider as part of the Services. Service Provider shall be responsible for any fines and penalties imposed on County or Service Provider arising from any noncompliance by Service Provider, its subcontractors or agents with the laws and regulations in respect of the Services. In the event that there is a change in the legislation

of in the country, state, or city where the Services are performed, or in the interpretation of such legislation, including but not limited to taxes or customs and excise duties of whatever nature, after the effective date of this Agreement, such changes, including any increase or decrease of costs, shall be addressed in accordance with the Change Control Procedure herein.

11. **Licenses, Permits.** Service Provider shall be responsible for obtaining all applicable governmental or regulatory licenses, authorizations, and permits required in connection with the performance of Services and shall have financial responsibility for, and shall pay, all fees and taxes associated with such licenses, authorizations, and permits.
12. **Third Party Contracts.**
  - (a) Each Service Agreement shall provide for the treatment of all Third Party Contracts, as follows: (i) all or certain of the Third Party Contracts may be assigned by County to Service Provider, (ii) all or certain of the Third Party Contracts may be retained by County and, as necessary, any required Third Party Consents shall be obtained by County (with Service Provider assistance), Service Provider or both, as specified in the Service Agreement, and (iii) the respective obligations of the Parties with respect to the Third Party Contracts shall be set forth in the Service Agreement. ~~Service Provider shall provide reasonable assistance to County to obtain any Third Party Consents. Regardless of whether a Third Party Consent is obtained with respect to any Third Party Service Contract assigned or to be assigned to Service Provider, on and after each Service Agreement Effective Date, Service Provider shall fulfill all of the payment and other obligations formerly imposed on County under such Third Party Contracts.~~ If any such Third Party Consent cannot be obtained, Service Provider shall adopt, ~~at its expense,~~ subject to the prior approval of County (acting through the County Commissioners Court), such alternative approaches as are necessary to provide the Services without such Third Party Consent.
  - (b) Subject to obtaining any required Third Party Consents, as of the applicable Service Agreement Effective Date, County shall grant to Service Provider, for the sole purpose of providing the Services, the same rights of use of the Third Party Contracts used by County immediately before the applicable Service Agreement Effective Date.
  - (c) On or before the applicable Service Agreement Effective Date, in the event the Service Agreement requires Service Provider to assume any Third Party Contract, ~~Service Provider~~ County shall, with Service Provider's reasonable assistance, obtain from each third party to a Third Party Contract existing on the applicable Service Agreement Effective Date any required consents by such third party to (i) the assignment to and assumption by Service Provider of Third Party Contracts, and (ii) a complete release of County with respect to all obligations arising under such Third Party Contracts on and after the applicable Service Agreement Effective Date (collectively, the "Third Party Consents"). Service Provider shall pay all transfer, upgrade and other fees necessary to obtain any Third Party Consents with respect to Third Party Contracts, and County's liability for any such payments is only to Service Provider as expressly set forth in the applicable Service Agreement. Unless otherwise specified in a Service Agreement and where possible, any assigned Third Party Contract shall include

the right of County to re-acquire the rights under the Third Party Contract upon any termination or expiration of a Service Agreement.

- (d) With respect to any Third Party Contract which is not identified in a Service Agreement, was not made known to Service Provider during the due diligence and negotiations preceding the execution of a Service Agreement, ~~and would not have been reasonably apparent to Service Provider under the totality of the circumstances~~ (an "Unidentified Third Party Contract"), the following shall apply: (A) the Unidentified Third Party Contract shall be added to the appropriate Service Agreement as soon as it has been identified; (B) ~~Service Provider~~ County shall obtain any required Third Party Consents with respect to any Unidentified Third Party Contract that is a Third Party Service Contract as soon as possible after it has been identified; and (C) County shall pay all transfers, upgrade and other fees necessary to obtain such Third Party Consent with respect to the Unidentified Third Party Contracts. During the Term, County shall either retain financial responsibility for license, maintenance or other financial obligations with respect to such Unidentified Third Party Contracts or Service Provider shall charge such amounts to County on a Pass-Through Expense basis.

### 13. **Audit.**

- (a) **Record Keeping and Audit Rights.** Service Provider shall maintain complete and accurate records and supporting documentation for all financial and non-financial transactions under all Service Agreements sufficient to permit a complete audit of such financial and non-financial transactions relating to the Services provided. Such records shall include data and documentation of third party charges invoiced to and paid by Service Provider. Service Provider shall retain such records throughout the Term and for three years thereafter (including any records received by Service Provider from County or County's previous Service Provider).
- (b) **Audit Procedure.** Service Provider shall provide County, at County's request, with paper and electronic copies of documents and information reasonably necessary to verify Service Provider's compliance with this Master Agreement and each Service Agreement. County and its authorized agents and representatives shall have access to such records for audit purposes during normal business hours during the Term and hereafter for the period during which Service Provider is required to maintain such records. Service Provider shall, at no additional cost to County, provide to County, County's internal and external auditors, inspectors, regulators and such other representatives as County may designate from time to time access at reasonable times and upon forty-eight (48) hours advance written notice (unless circumstances reasonably preclude such notice) to the facilities at which Service Provider is providing the Services, Service Provider personnel providing the Services, and all data and records relating to the Services, for the purpose of performing audits and inspections of County and its business, to verify the integrity of County Data, to examine the systems that process, store, support and transmit that data, and to examine Service Provider's charges and performance of the Services under this Master Agreement and any Service Agreement.

- (c) **Malfeasance.** Notwithstanding the foregoing, if County has reason to suspect any dishonest acts on the part of Service Provider in providing the Services under this Agreement, ~~or other significant or non-routine problems,~~ County shall be entitled to undertake such audit of Service Provider as County reasonably deems appropriate without the foregoing notice or other restrictions. If in any audit County determines that ~~any dishonest acts occurred, material operational problems or financial issues exist,~~ Service Provider shall reimburse County for any costs incurred in such audit and County may conduct a follow-up audit when reasonably deemed appropriate by County. Service Provider shall respond promptly to any conclusions and recommendations reported as part of an audit.
- (d) **Payments.** If an audit reveals that Service Provider has overcharged County for Services during the audited period in an amount equal to or in excess of three percent (3%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County. If the audit reveals that Service Provider has overcharged County in an amount equal to or in excess of ten percent (10%), Service Provider shall reimburse County for the cost of the audit in addition to the amount of any overcharges that are due County and pay an additional amount equal to ~~one hundred percent (100%)~~ twenty-five percent (25%) of the overcharged amount. The calculation of overcharges shall be calculated based upon each Service Agreement, and not on a cumulative basis. Service Provider shall pay such amount to County within thirty (30) days following County's written request.
- (e) **Survival.** This Article shall survive the expiration or earlier termination of the Term and shall continue to the ~~sixth~~ third (6~~th~~<sup>rd</sup>) anniversary of the expiration or termination of the Master Agreement.

### C. SERVICE LEVELS.

1. **Service Level.** Within each Service Agreement, ~~County~~ the Parties shall specify such reasonable quantitative levels of performance ("Service Level Standards") for certain specified Services as are deemed useful. Service Level Measurements and Service Level Standards shall be specified as described in Appendix A. With respect to each Service which has one or more associated Service Level Measurements, Service Provider shall provide such Service throughout the Term in such a manner that the associated Service Level Measurements shall meet or exceed the associated Service Level Standards.
2. **Review of Service Levels.** Within six (6) months after the initiation of Services under a Service Agreement, and every three (3) months thereafter ~~until such a time as the Parties mutually agree that a less frequent review period is necessary,~~ the parties shall jointly review the Service Level Standards and adjust them to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services. The Parties acknowledge that they expect the Service Level Standards identified in the Service Agreements to generally improve continuously throughout the Term. Throughout the Term, Service Provider shall identify and notify County of Commercially Reasonable Efforts used to improve its performance as measured by the Service Level Measurements and reduce its costs. Throughout the Term, Service Provider shall identify and notify County of Commercially Reasonable

~~Efforts used to improve its performance as measured by the Service Level Measurements and reduce costs.~~

3. **Measurement and Monitoring Tools.** As part of the Services throughout the Term, and at no additional cost to County, Service Provider shall implement any measurement and monitoring tools and procedures necessary to measure its performance of the Services and compare such performance to that required by the Service Agreements (including the calculation of Service Level Measurements, the comparison of Service Level Measurements to Service Level Standards, and the calculation of associated Service Level Credits (if any)). Upon County's written request, Service Provider shall provide County or its auditors with any information and access to the measurement and monitoring tools necessary to verify compliance by Service Provider with the Service Agreements.
  
4. **Failure to Meet Service Levels.** (a) Service Provider acknowledges that its failure to meet one or more Service Level Standards may have a material adverse effect on the business and operations of County. Accordingly, if Service Provider fails to meet a Service Level Standard, County shall recover the applicable amount specified in each Service Agreement ("Service Level Credits"). (b) Service Provider shall remit Service Credits ~~to~~ County within thirty (30) days after the end of the ~~month~~ month in which such failure occurred, or, at County's option, Service Provider shall deduct the Service Credits from the next succeeding invoice or other amounts due to Service Provider. (c) ~~Regardless of whether County recovers Service Credits owed with respect to any failure, County shall also have any remedies available to County under this Master Agreement or any Service Agreement, at law or in equity, including the right to terminate this Master Agreement or any Service Agreement for cause. Regardless of whether County recovers Service Credits owed with respect to any failure, County shall also have any remedies available to County under this Master Agreement or any Service Agreement, at law or in equity, including the right to terminate this Master Agreement or any Service Agreement for cause.~~ (d) Each time Service Provider fails to meet a Service Level Standard, Service Provider shall: (i) promptly investigate the cause(s) of the failure and deliver to County a written report identifying such cause(s) in the form requested by County or as specified in a Service Agreement; (ii) use all Commercially Reasonable Efforts to correct the problem and to begin meeting such Service Level Standard as soon as practicable; and (iii) at County's request, advise County of the status of such corrective efforts. (f) All Service Level Standards and applicable Service Credits remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem. (g) If any failure to meet a Service Level Standard is directly and solely attributable to a Force Majeure Event or actions or omissions of County or a breach by County of this Master Agreement or a Service Agreement, County shall not be entitled to a Service Credit.
  
5. **Performance Standards.** (a) With respect to any Service or obligation which does not have an associated Service Level Standard, Service Provider shall perform such Service with a level of quality, timeliness, and cost efficiency that meets ~~or exceeds the higher of~~ (i) the level of performance by County or any third party providing such services for County immediately before the applicable Service Agreement Effective Date, ~~or (ii) the standards of other experienced outsourcing companies providing services similar to the Services,~~ and (ii) in any event using prompt, diligent, cost-effective efforts in a professional manner using qualified, experienced individuals ("Performance Standards").

Each time Service Provider fails to meet any Performance Standards, Service Provider shall: (i) promptly advise the County and investigate the causes; and (ii) use all Commercially Reasonable Efforts to correct the problem and to begin performing such obligation in the required manner as soon as practicable but in any event within thirty (30) days of such failure. All Performance Standards remain in effect notwithstanding Service Provider's use of Commercially Reasonable Efforts to correct any performance problem. (b) Regardless of whether there exists an associated Service Level Standard, Service Provider shall ~~(i) perform all Services and obligations promptly, diligently and cost-effectively, in a professional manner, using qualified, experienced individuals, and (ii) use all Commercially Reasonable Efforts to perform the Services and obligations in the manner which reduces charges payable by County hereunder to the minimum amount reasonably practicable while still meeting required levels of quality and performance.~~

#### D. SUBCONTRACTING.

1. **Approval required.** Service Provider shall not delegate or subcontract any of its material obligations under this Master Agreement or any Service Agreement by way if a material subcontract ("Material Subcontract") without the prior written consent of County (acting through the County Commissioners Court), which may be withheld in County's sole discretion. Notwithstanding the preceding sentence, but subject to this subpart's provisions hereinbelow, Service Provider may use, in the ordinary course of business, third party service providers or products pursuant to subcontracts which, when combined with any related subcontracts, involve the payment of no more than \$100,000 in any twelve month period. A subcontract involving the payment of more than \$100,000 in any twelve-month period shall be a "Material Subcontract". Notwithstanding any other provision in this Section, all subcontractors shall be required to execute documents binding the subcontractor to confidentiality and non-disclosure agreements that are at least as protective as this Agreement with respect to confidentiality of County Confidential Information. The availability of a subcontractor to provide Services shall be evaluated as if the owners, directors, officers and employees of the subcontractor were employees of County and, as such, subject to all of County's rules and regulations.
2. **Approval Process.** If Service Provider desires to enter into a Material Subcontract, it shall submit to County in writing a proposal specifying the tasks Service Provider proposes to subcontract, the reason for using a subcontractor, the identity and qualifications of the proposed subcontractor, and any other information reasonably requested by County or necessary to fully inform the County's approval of the subcontractor. If the use of such subcontractor is approved by Commissioners Court, Service Provider shall include in such subcontract provisions naming County as an intended third-party beneficiary, Confidentiality, Audit and Performance Standards provisions substantially similar to those contained herein, and any other provisions necessary for Service Provider to fulfill its obligations under this Master Agreement or any Service Agreement and provide County with a copy of each Material Subcontract. Such subcontract provisions shall also include the option of County to assume each Material Subcontract in the event County terminates this Master Agreement or a Service Agreement. In addition, Service Provider shall not disclose any County Confidential Information to such subcontractor until such subcontractor has agreed in writing to assume the Confidentiality obligations described herein.

3. **Revocation.** County may revoke approval of a subcontractor previously approved, or object to Service Provider's use of a subcontractor for which County's approval was not required, ~~if the subcontractor's performance has been materially deficient, good faith doubt exists concerning the subcontractor's ability to render future performance, or there have been material misrepresentations by or concerning the subcontractor.~~ Upon such revocation, Service Provider shall prevent such subcontractor from performing the Services.
4. **Liability.** Service Provider shall remain liable for obligations performed by subcontractors to the same extent as if a Service Provider employee had performed such obligations, and for purposes of this Master Agreement such work shall be deemed work performed by Service Provider. If a subcontractor breaches a Material Subcontract, or is alleged to have breached a Material Subcontract, Service Provider shall notify County and provide County with such information relating to the alleged breach as County may reasonably request. ~~Any breach of a Material Subcontract shall constitute a breach of this Master Agreement or the applicable Service Agreement.~~
5. **Limitation.** At no time shall Service Provider retain individual independent contractors for provision of the Services in excess of twenty-five percent (25%) of the number of personnel involved in providing the Services under each Services Agreement, without the prior approval of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager). Service Provider may retain in excess of twenty-five percent (25%) of the number of personnel involved in providing the Services hereunder as set forth in any Service Agreement.

#### E. PERSONNEL.

1. **Contract Manager, Project Manager.** County and Service Provider shall each designate an individual as the primary contact for such Party with respect to all matters relating to this Master Agreement (the "Contract Manager" or "Master Agreement Manager"). County and Service Provider shall also designate an individual as the primary contact for such Party with respect to each Service Agreement (the "Project Manager" or "Service Agreement Manager"). County and Service Provider may change these designations from time to time, providing such advance notice as the circumstances require to avoid adverse impact upon the Services.
2. **Offers and Terms of Employment.** (a) Each Service Agreement will specify the employees of County, or any existing outsourcing ~~Service Providers~~, to whom Service Provider shall offer employment. (b) If permissible under Service Providers standard policies and procedures, Service Provider shall give each such ~~transferred~~ employee who accepts such offer and becomes an employee of Service Provider ("Transferred Employee") full credit under all Service Provider seniority based benefits plans (including, without limitation, vacation, 401(k), retirement and employee stock purchase plans) for years of service at County or elsewhere to the same extent that County had given credit for that employee's years of service, under a similar type plan, for the following seniority based programs: vacation, enhanced parental leave, discounted stock purchase plan, severance. If permissible under applicable legislation governing qualified retirement plans, Transferred Employees shall receive credit for such years of service solely for purposes of determining eligibility to participate (if there is a service requirement for

participation) and vesting (if applicable) for the following retirement benefit programs: 401(k) savings and profit sharing, pension, retiree medical. If possible, Any pre-existing condition limitations and waiting periods under Service Provider benefit plans shall be waived for all ~~Transferred~~ Employees. Service Provider shall grant each ~~Transferred~~ Employee the same rights and opportunities for advancement as comparable employees currently employed by Service Provider. (c) A Service Agreement may designate certain ~~Transferred~~ Employees who are critical to providing Services. Unless consented to by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), consent of which shall not be unreasonable withheld or delayed, Service Provider shall not, for the period specified in the Service Agreement, either (i) terminate the employment of such ~~Transferred~~ Employee except for cause, or (ii) transfer such ~~Transferred~~ Employee from the County account.

3. **Service Provider Positions.** (a) A Service Agreement may designate certain full-time Service Provider personnel positions (the "Service Provider Positions") which are essential to providing the Services throughout the Term. County may change or update the Service Provider Positions from time to time during the Term, provided that, unless otherwise agreed by the parties, the number of Service Provider Positions shall not exceed the number listed in the applicable Service Agreement. Service Provider shall cause the personnel filling the Service Provider Positions to devote full time and effort to the provision of the Services. (b) The individuals who will fill the Service Provider Positions on the Effective Date shall be listed in the applicable Service Agreement. From the date an individual first fills a Service Provider Position until completion of the period associated with the Service Provider Position in such Service Agreement, Service Provider shall notify County reasonably in advance of any decision by Service Provider to (i) terminate the employment of any individual originally or subsequently filling such Service Provider Position except for cause, or (ii) transfer such individual from such Service Provider Position. In any such case, Service Provider shall reasonably consider any concerns expressed by County with respect to such proposed action. In order to provide continuity to the project, Service Provider shall provide reasonable notice to County prior to the transfer of an individual from a Service Provider Position to the account of another governmental entity in Texas during the applicable Service Agreement Term. In no event shall Service Provider transfer an individual from a Service Provider Position to the account of another governmental entity during the applicable Service Agreement Term. (c) Before assigning an individual to fill a Service Provider Position, Service Provider shall notify County of the proposed assignment, shall introduce the individual to appropriate County representatives, and shall provide County with a resume and such other information as County may reasonably request. If County objects to the proposed assignment within ten (10) business days after being notified thereof, Service Provider shall discuss such objections with County and attempt to resolve them on a mutually agreeable basis. If County continues to object to the proposed assignment, Service Provider shall not assign the individual to that position and shall promptly propose another individual to fill the Service Provider Position.
4. **Service Provider Employees Assigned to County Account.** (a) Under any Service Agreement, County shall have the right to notify Service Provider if County determines that the continued assignment to the County account of any Service Provider employee is not in the best interests of County. Upon receipt of such notice, Service Provider shall have a reasonable time period, ~~not to exceed fifteen (15) business days~~, to investigate

the matters stated therein, discuss its findings with County, and attempt to resolve such matters in a manner acceptable to County. Upon County's subsequent written request, Service Provider shall promptly remove any Service Provider employee, including the Service Provider's Contract Manager or Service Agreement Managers, from the County account and, if appropriate or necessary, replace such Service Provider employee with a suitable replacement in a prudent manner so as not to interrupt or adversely affect the Services. (b) If Service Provider fails to meet the Performance Standards or Service Level Standards persistently or continuously, and if County reasonably believes such failure is attributable in whole or in part to Service Provider's assignment, reassignment, or other changes in the human resources allocated by Service Provider to the delivery of the Services, County will notify Service Provider of such belief. Upon receipt of such notice from County, Service Provider (i) will promptly meet with County to discuss the matters raised by County in its notice and Service Provider's positions with regard to such matters; and (ii) will diligently work to eliminate with respect to the Services any such Service Provider human resource practices identified and agreed to by the Parties as adversely impacting the delivery of the Services by Service Provider.

5. **Independent Contractor Relationship.** Service Provider's relationship to County in the performance of this Contract is that of an Independent Service Provider. The personnel performing Services under this Contract shall at all times be under Service Provider's exclusive direction and control and shall be employees or subcontractors of Service Provider and not employees of County. Service Provider shall be fully liable for all acts and omissions of its employees, subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any subcontractor or supplier of Service Provider and County by virtue of this Contract. No provision of this Contract shall be for the benefit of any party except County and Service Provider and their respective assigned or beneficiaries. Service Provider shall pay all wages, salaries and other amounts due its employees in connection with this Contract and shall be responsible for all reports and obligations respecting them, such as Social Security, Income Tax Withholding, Unemployment Compensation, Workers' Compensation and similar matters. Service Provider agrees to comply with all federal, state, and local employment and labor laws, statutes, and ordinances.
  
6. **Non-Hiring of Employees.** Except as specifically provided in this Agreement or any Service Level Agreement, during the term of this Agreement and any extension hereof, neither party, nor any related or affiliated organization over which a party has control, shall offer to hire, hire or in any way employ or compensate, any employee of, or persons who have been employed during any term hereof by, the other party without the prior written consent of the other party. Notwithstanding the foregoing, the following exceptions shall apply: (a) At the termination of this Master Agreement, County may hire or employ Service Provider employees, other than the Service Provider Contract Manager or other designated key employees ("Key Employees") as defined in Appendix, who are at the time of termination permanently assigned to and ~~or~~ who previously worked at, the County's site; and (b) Either Service Provider or the County may hire or solicit for hiring any employee who is no longer employed by the other and whose employment with the other had ended for a period of six (6) months or more prior to the date of the offer of employment by such other party.
  
7. **Benefits to Service Provider Employees.** All Service Provider employees assigned to and located at County's site shall be entitled to receive, during the period in which he or she is

assigned to and located at County's site, benefits and discounts typically received by employees of County (e.g., parking, bus passes), to the extent permitted by law and to the same extent as if such employee was an employee of County. Notwithstanding the foregoing, County shall not be obligated to provide such Service Provider employees with such benefits if County is responsible to contribute any amounts on behalf of such employees or if the provision of such benefits or discounts to Service Provider employees would result in a lesser number of such benefit or discount for other County employees.

#### F. MIGRATION OF SERVICES.

1. If any migration of Services is to occur under a Service Agreement, they will occur pursuant to Migration Plans approved by County (acting through the County Commissioners Court) pursuant to Appendix B.

#### PART III: PAYMENTS.

1. **Charges.** Subject to the other provisions of this Master Agreement, County shall pay to Service Provider the amounts set forth in each Service Agreement as payment in full for the Services under such Service Agreement performed by Service Provider during the Term (the "Charges"). Except as otherwise expressly set forth in this Master Agreement, County shall not be obligated to pay any amounts to Service Provider for its performance of the Services and its other obligations under this Master Agreement other than the amounts set forth in the Service Agreements. Without limiting the foregoing, County shall not be required to reimburse Service Provider for any expenses Service Provider incurs in performing the Services and such obligations, including, without limitation, travel and lodging, document reproduction and shipping. If a Service Agreement Term is renewed pursuant to the applicable terms of such Service Agreement, the Charges last set forth in such Service Agreements shall continue to apply during the renewal period(s).
2. **Pass-Through Expenses.** (a) Service Provider shall review for accuracy each third party invoice for any Pass-Through Expenses and shall pay when due to such third party all valid amounts set forth on such invoice. Service Provider shall include the amount of such payment on its next invoice to County and shall include with such invoice a copy of the third party invoice. Service Provider shall not charge County any profit, administrative fee, or overhead charge with respect to such Pass-Through Expenses. Pass-Through Expenses must be approved in advance by County's Project Manager. (b) Service Provider shall use all Commercially Reasonable Efforts to minimize the amount of Pass-Through Expenses, including, with respect to any materials or supplies supplied by Service Provider to County, providing to County the benefit of any specialized pricing / economies of scale available to Service Provider. Except where specific materials and services have been recommended by Service Provider, ~~with respect to materials or services paid for on a Pass-Through Expenses basis, County shall have the right to:~~ (i) obtain such materials or services directly from a third party; (ii) designate the third party source for such materials or services; (iii) designate the particular materials or services Service Provider shall obtain; (iv) request Service Provider to identify and consider multiple sources for such materials or services; and (v) review and approve the Pass-Through Expense for such materials or services before Service Provider enters into a subcontract for such materials or services; ~~and (vi) reject any third party providing pass-through materials or services pertaining to the Services.~~

3. **Charges Pursuant to Service Agreement Modifications.** (a) To the extent the proposed change or addition can be accommodated within the existing level of resources then being used by Service Provider to provide the Services and without degradation to existing performance in relation to Service Level Standards (unless otherwise agreed by County Commissioners Court in writing), the Charges payable by County under the applicable Service Agreement shall not be increased. (b) To the extent the proposed change or addition will lower Service Provider's cost to provide the Services thereafter, the applicable charges payable by County shall be equitably adjusted to reflect such projected cost savings. (c) To the extent the proposed change or addition will require the addition or subtraction of resources for which a pricing basis exists under this Master Agreement, the resulting change to the Charges payable by County hereunder shall be recalculated higher or lower in accordance with that pricing basis.
4. **Most Favored Status.** Charges payable from time to time by County under each Service Agreement shall not exceed those then paid by other similarly situated Service Provider Customers in Texas under contracts signed after the Effective Date of the applicable Service Agreement to whom Service Provider provides services similar in type, scope of services, and economies of scale, to the Services described in such Service Agreement under the same or similar terms and conditions. If the prices charged to another Service Provider Customer in Texas are, considering the foregoing, appreciably lower than the charges to County under any Service Agreement, then the charges to County shall be equitably adjusted to provide County the benefit of such lower charges for such Service Agreement, effective on the date when such lower charges to the other Service Provider Customer first invoiced. Service Provider shall provide to County's auditors the information reasonably necessary for County to verify such compliance. The auditors shall inform County and Service Provider whether Service Provider's charges comply with this Section, but shall keep in strict confidence all information necessary to provide such verification.
- ~~4.5. Charges payable from time to time by County under each Service Agreement shall not exceed those then paid by other Service Provider Customers under contracts signed before or after the Effective Date of the applicable Service Agreement to whom Service Provider provides services similar in type and scope to the Services described in such Service Agreement. If the prices charged to another Service Provider Customer are, considering the foregoing, lower than the charges to County under any Service Agreement, then the charges to County shall be equitably adjusted to provide County the benefit of such lower charges for such Service Agreement, retroactive to the first date on which such lower charges to the other Service Provider Customer first became effective. Service Provider shall provide to County's auditors the information reasonably necessary for County to verify such compliance. The auditors shall inform County and Service Provider whether Service Provider's charges comply with this Section, but shall keep in strict confidence all information necessary to provide such verification.~~
- ~~5.6. **Interest.** Without waiving any other right, balances of any kind past due in excess of thirty (30) days shall bear interest at the rate established by Tex. Gov't Code § 2251.001 et seq.~~
- ~~6.7. **Invoices.** Service Provider shall issue to County, on a monthly basis in arrears, one (1) consolidated invoice for all amounts due under each Service Agreement with respect to Services rendered in the previous month. Each invoice shall separately state Charges for~~

each category of Service, reimbursable expenses and taxes payable, and shall otherwise be in such detail as County may require for its internal accounting needs.

~~7.8.~~ **Payment.** Subject to the section entitled "Setoff and Withholding," each properly documented and approved invoice shall be due and payable within thirty (30) days after the date such invoice is received by the applicable County Contract Manager. County reserves the right to correct any error that may be discovered in any invoice that may have been previously paid to Service Provider, ~~and to adjust the same to meet the requirements of the Master Agreement or any Service Agreement.~~

To the extent County is entitled to a credit pursuant to this Master Agreement or any Service Agreement, Service Provider shall provide County with such credit on the first invoice delivered after such credit is earned.

~~8.9.~~ **Proration.** All periodic charges under this Master Agreement (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.

~~9.10.~~ **Refunds.** If either Party should receive a refund, credit or other rebate for goods or services paid for by the other Party, the recipient of such refund, credit or rebate shall promptly notify the other Party and shall pay such amount, with interest, to the other Party (or, if applicable, provide a credit on the next delivered invoice) within thirty (30) days after receipt thereof.

~~10.11.~~ **Setoff and Withholding.** Notwithstanding any other provision of this Master Agreement, a Party who is owed any amount by the other Party may, at its option, set off that amount as a credit against any amounts it otherwise owes to the other Party. If County disputes in good faith any portion of an invoice, County shall pay the undisputed dollar amount of such invoice when due and may, at its option, withhold the disputed portion pending resolution of the dispute by mutual agreement or pursuant to the subpart entitled "Dispute Resolution." To the extent allowed by law, no interest shall become due on amounts to be paid by County which are disputed by County in good faith. If County withholds any payment pursuant to this section, County shall notify Service Provider of the basis for such withholding. Upon resolution of the dispute, County shall pay to Service Provider such portion, if any, of the disputed amount determined to be owing to Service Provider.

~~11.12.~~ **Taxes.**

- (a) Each Party shall pay any real property taxes or personal property taxes on property it owns or any other taxes, fees or costs related to Equipment used as a part of any Service Agreement. If County purchases any Equipment from Service Provider on the expiration or earlier termination of a Service Agreement, all unpaid personal property taxes shall be paid by Service Provider, with such Service Provider paying the taxes allocable to the period before the date County purchases the Equipment.
- (b) Absent applicability (and perfection, if necessary) of any exemption, Service Provider shall pay any sales, use, excise, value-added, services, consumption,

and other taxes and duties imposed on any goods and services acquired, used or consumed by Service Provider in connection with the Services.

- (c) The Parties shall cooperate with each other to enable the Parties to determine accurately their respective tax liabilities, if any, and to reduce such liabilities to the extent permitted by law. Service Provider shall provide to County any resale certificates, exemption certificates, information regarding out-of-state or out-of-country sales or use of Equipment and services, and such other similar information as County may reasonably request.

#### **PART IV: INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY.**

##### **A. CONFIDENTIALITY.**

1. **Definition.** "Confidential Information" means information designated as confidential or which would be recognized as confidential by a reasonable person from its nature and the circumstances surrounding its disclosure. Confidential Information includes, without limiting the generality of the foregoing, Service Provider Software, County Data, County Software, the terms of this Master Agreement, and information: (i) relating to the Disclosing Party's current or planned software (whether in object code or source code form) or hardware products or services, technical and non-technical information, formulae, tools, patterns, compilations, programs, devices, techniques, drawings, methodologies and processes; (ii) relating to the Disclosing Party's business, policies, strategies, operations, finances, plans or opportunities, including the identity of, or particulars about, the Disclosing Party's clients, customers or Service Providers; ~~and/or~~ (iii) marked or otherwise identified as confidential, restricted, secret or proprietary, including, without limiting the generality of the foregoing, information acquired by inspection or oral disclosure provided such information was identified as confidential at the time of disclosure or inspection.
2. **Exceptions.** Notwithstanding the foregoing, Confidential Information does not include information that the Receiving Party can establish: (A) has become generally available to the public or commonly known in either Party's business other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (B) was known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party by reason other than having been previously disclosed in confidence to the Receiving Party; (C) was disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party with respect to the disclosed information; (D) was independently developed by the Receiving Party without any recourse to any part of the Confidential Information; or (E) in the case of County, any information related to the Services which County has publicly disclosed in connection with an RFP for information technology services, including, without limitation, information of an operational, technical or financial nature related to County.
3. **Use of Confidential Information.** (a) During the Term, the Receiving Party may: (i) disclose Confidential Information received from the Disclosing Party only to its employees, officers, directors, attorneys, and subcontractors who have a need to know

such information exclusively for the purpose of performing this Master Agreement and who have executed a nondisclosure agreement containing provisions no less restrictive than those contained herein, or who are subject to other equivalent means to ensure confidentiality; (ii) reproduce the Confidential Information received from the Disclosing Party only as required to perform this Master Agreement; and (iii) disclose Confidential Information as required by law, provided the Receiving Party gives the Disclosing Party prompt notice prior to such disclosure to allow the Disclosing Party to make a reasonable effort to obtain a protective order or otherwise protect the confidentiality of such information. (b) Except as otherwise specifically provided in this Master Agreement, the Receiving Party shall not during the Term and after expiration or earlier termination hereof: (i) disclose, in whole or in part, any Confidential Information received directly or indirectly from the Disclosing Party; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble or otherwise use the Confidential Information in whole or in part.

4. **Care.** The Receiving Party shall exercise the same care in preventing unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, but in no event less than reasonable care.
5. **Return of Confidential Information.** Immediately upon the Disclosing Party's request, and at the expiration or earlier termination of this Master Agreement or any applicable Service Agreement, the Receiving Party shall return or destroy all materials containing Confidential Information, including, without limitation, all originals, copies, reproductions and summaries, and all copies of Confidential Information present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the Confidential Information is rendered unrecoverable.
6. **Ownership of County Data.** All County Data shall remain the property of County. The County Data shall not be used by Service Provider other than in connection with providing the Services, disclosed, sold, assigned, leased or otherwise provided to third parties by Service Provider, or commercially exploited by or on behalf of Service Provider, its employees or agents. Service Provider will not delete or destroy any County Data or media on which County Data resides without prior written authorization from County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager). At no cost to County, Service Provider shall upon request promptly return to County, in the format and on the media in use as of the date of request, all or any requested portion of any County Data it may possess or control.
7. **Security.** Service Provider will comply with the security procedures that are in effect during the Term of this Master Agreement for the security of County's facilities and County Data, as provided to Service Provider in writing. Since Service Provider personnel may have the ability to defeat systems security provisions on devices containing attorney-client privileged or attorney work product materials, Service Provider covenants that it shall not access such County Data or assert waiver of these protections by virtue of its access.
8. **Indemnity.** EITHER PARTY SERVICE PROVIDER SHALL INDEMNIFY COUNTY AND HOLD THE OTHER PARTY COUNTY HARMLESS FROM ANY LOSS

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**RESULTING FROM A BREACH BY SERVICE PROVIDER OR COUNTY, OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS UNDER THIS SECTION.**

9. **Survival; Severability.** The provisions of this section shall survive termination or expiration of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

**B. INTELLECTUAL PROPERTY RIGHTS.**

1. **County Software.** Each Service Agreement shall identify the County Software, if any, that Service Provider is authorized to use to perform the Services and specify the rights of Service Provider to use the County Software for the benefit of the County.
2. **Service Provider Software.** (a) Each Service Agreement will identify any Service Provider Software that will be used to provide the Services. Without the fully informed written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager), and, except any portal, monitoring, remote control software used solely in the provision of Services, Service Provider shall not use in performing the Services any Service Provider Software that is not commercially available to County. (b) Service Provider shall install, operate and maintain at its expense any Service Provider Software needed to provide the Services. As of the applicable Service Agreement Effective Date, Service Provider grants to County and its contractors and subcontractors, to the extent necessary or desirable for County or such contractors and subcontractors to perform any Services permitted by this Master Agreement or any Service Agreement, a worldwide, perpetual, royalty free, nonexclusive license to use ~~and modify~~ Service Provider Software for the sole and exclusive benefit of County. (c) Except for the foregoing license, Service Provider retains all right, title and interest in and to the Service Provider Software.
3. **Third Party Software.** Each Service Agreement shall identify any Third Party Software, and, unless otherwise stated in such Service Agreement, Service Provider shall, to the extent necessary to provide the Services: (i) maintain (and upgrade as necessary) licenses and maintenance agreements for Third Party Software Licenses used by County on the Service Agreement Effective Date; (ii) obtain licensed authorization for use and disclosure of Third Party Software by and to Service Provider's employees or agents; and (iii) install fixes, modifications, releases or versions of Third Party Software which are identified by the licensor of Third Party Software as required to make the Third Party Software Year 2000 Compliant and to otherwise function as intended. Service Provider shall not use in performing the Services any Third Party Software unless the fully informed consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) has been tendered and such Third Party Software was commercially available to County when selected.
4. **Work Product.** (a) Service Provider shall be the sole and exclusive owner of all work product owned by it as of each applicable Service Agreement Effective Date, including any derivative works thereof. (b) County shall be the sole and exclusive owner of any reports, manuals and other work product in similar format prepared by Service Provider

pursuant to a Service Agreement and of any enhancements to and modifications of County Software implemented pursuant to a Service Agreement ("County Work Product"). In addition, as between County and Service Provider, to the extent possible, County shall be the sole and exclusive owner of any enhancements to and modifications of Third Party Software implemented pursuant to a Service Agreement. All County Work Product described in this subsection (b) shall be considered instantly vested and fully owned by County as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such County Work Product is not considered a work made for hire under applicable law, Service Provider hereby irrevocably assigns to County all of Service Provider's right, title and interest in and to such County Work Product. Service Provider shall execute any documents and take any other actions reasonably requested by County to accomplish the purposes of this Section. If for any reason County fails to obtain ownership of the County Work Product and such ownership is vested in Service Provider or its employees or agents, Service Provider agrees to (i) promptly and legally transfer such work product to County wherever possible and (ii) wherever not possible, promptly grant to County a perpetual, exclusive, royalty-free and world-wide license to use the County Work Product for any purpose, and to assign and sublicense its license rights.

5. **Use of Concepts.** Nothing in this Master Agreement shall restrict a Party from the use of any ideas, concepts, know-how, methods or techniques relating to information technology services that such Party, individually or jointly, develops or discloses under this Master Agreement or any Service Agreement or obtains from third parties, except to the extent that such use infringes the other Party's patent rights, copyrights or other intellectual property rights or involves a disclosure or use of the other Party's Confidential Information.
6. **Non-Infringement.** ~~Service Provider~~ Both Parties shall perform ~~its~~ their respective obligations under this Master Agreement and all Service Agreements in a manner that does not infringe, or constitute an infringement or misappropriation of, any patent, copyright, trademark, trade secret or other proprietary rights of any third party. Service Provider represents that, to its knowledge, as advised by counsel, the Service Provider Software and ~~Third Party Software~~ and the Services performed by Service Provider do not, and will not, infringe any patent, copyright, trade secret or any other intellectual property interest owned or controlled by any other person.
7. **Viruses.** Service Provider shall use all Commercially Reasonable Efforts to ensure that no Viruses are coded or introduced into the systems used to provide the Services. If a Virus is introduced by Service Provider, Service Provider shall at its expense eliminate the Virus and mitigate any losses caused by the Virus.
8. **Disabling Code.** Service Provider shall not knowingly insert into any Software any code that would have the effect of disabling any Software, Equipment or Services. With respect to any disabling code that may be part of the Software, Service Provider shall not invoke such disabling code at any time for any reason. If, at any time, the licensor of any Third Party Software shall invoke or threaten to invoke any disabling code in Third Party Software licensed to Service Provider which could adversely affect the Services, Service Provider shall use its best efforts to preclude such action on the part of such licensor.

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**PART V: INSURANCE, LIMITATIONS, WARRANTIES AND INDEMNIFICATION.**

**A. INSURANCE.**

**1.5. Insurance Required.** The County shall require the Service Provider to obtain and maintain certain policies of insurance as set forth below. Failure to comply with lawful insurance requirements, including those specified in this Agreement, or failure to comply with the performance bond requirements specified in this Agreement, may result in delay of payments and/or cancellation of the Contract. ~~The parties also agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met.~~ The parties agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met.

**2.6. Coverage:** Service Provider shall obtain prior to the commencement of services and maintain for the duration of the Contract the following insurance:

**(a)7. Workers Compensation:** Service Provider shall maintain workers' compensation or self-insured employee injury benefits coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code.

**(b)8. Commercial General Liability:** Service Provider shall maintain commercial general liability insurance with limits of liability of no less than \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, and \$2,000,000 general aggregate. Such insurance shall be occurrence-based, and not claims-made, coverage. Such commercial general liability insurance shall provide coverage for bodily injury, broad form property damage, personal injury, products and completed operations, and blanket contractual liability. Such commercial general liability insurance shall (1) name County as an additional named insured; and (2) contain a waiver of subrogation in favor of County to the extent of Service Provider's liability under this Agreement.

**(c)9. Information Technology Errors and Omissions Liability:** Service Provider shall ~~maintain self-insure for information technology errors and omissions liability insurance with~~ with limits of liability of no less than ~~\$49~~10,000,000 per claim and ~~\$49~~10,000,000 general aggregate. Such ~~information technology errors and emissions liability insurance shall~~ (1) name County as an additional insured; (2) contain a waiver of subrogation in favor of County; and (3) contain a waiver of any cross liability exclusion in favor of County.

**(d)10. Professional Engineers Errors and Omissions Liability:** Service Provider shall maintain professional engineers errors and omissions liability insurance with limits of liability of no less than \$2,000,000 per claim and \$2,000,000 general aggregate. Such professional engineers errors and omissions liability insurance shall (1) name County as an additional insured; (2) contain a waiver of subrogation in favor of County; and (3) contain a waiver of any cross liability exclusion in favor of County. **APPROVAL AND ACCEPTANCE OF SERVICE PROVIDER'S WORK SHALL NOT CONSTITUTE NOR BE DEEMED A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE SERVICE PROVIDER, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS AND**

CONSULTANTS FOR THE ACCURACY AND COMPETENCY OF THEIR WORK. NOR SHALL SUCH APPROVAL AND ACCEPTANCE BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY BY THE COUNTY FOR ANY DEFECT, ERROR OR OMISSION IN THE WORK PREPARED BY THE SERVICE PROVIDER, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS OR CONSULTANTS. THE SERVICE PROVIDER SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY FOR DAMAGES RESULTING FROM SUCH DEFECTS, ERRORS OR OMISSIONS.

- ~~(e)~~11. **Crime Policy:** Service Provider shall maintain crime coverage for employee dishonesty with limits of liability of no less than \$10,000,000. Such crime coverage shall include coverage for theft, disappearance and destruction. Such crime coverage shall also (1) name County as an additional insured; (2) contain a waiver of subrogation in favor of County; and (3) contain a waiver of any cross-liability exclusion in favor of County. **Crime Policy:** Service Provider shall self-insure for crime coverage for employee dishonesty with limits of liability of no less than \$10,000,000.
- ~~(f)~~12. **Automobile Liability:** Service Provider shall maintain commercial/business automobile liability insurance with limits of liability of no less than \$100,000/\$300,000/\$100,000 for bodily injury and property damage (combined single limit) or \$400,000 each occurrence (combined single limit) with respect to the Service Provider's owned, hired and non-owned vehicles assigned to or used in performance of this Contract. Such commercial/business automobile liability insurance shall (1) name County as an additional named insured; and (2) contain a waiver of subrogation in favor of County to the extent of Service Provider's liability under this Agreement.
12. **Property Insurance:** Service Provider shall self-insure replacement cost property insurance on all personal property, including but not limited to intellectual property, that Service Provider, its employees or subcontractors shall have or maintain on or within the Building. Service Provider covenants and agrees that in the event of any damage or destruction of such property that Service Provider, its employees and subcontractors shall look solely to such insurance for recovery of any and all costs, expenses or damages to or resulting from such property, without cost or contribution from County.
- ~~(g)~~13. **Property Insurance:** Service Provider shall maintain replacement cost property insurance on all personal property, including but not limited to intellectual property, that Service Provider, its employees or subcontractors shall have or maintain on or within the Building. Service Provider covenants and agrees that in the event of any damage or destruction of such property that Service Provider, its employees and subcontractors shall look solely to such insurance for recovery of any and all costs, expenses or damages to or resulting from such property, without cost or contribution from County.
14. **Proof of Insurance.** Prospective Service Providers to whom award of contract is under consideration, shall submit to the County a properly executed Certificate of Insurance from the insurance carrier of such insurance coverages in accordance with the insurance requirements set forth in the Contract Documents prior to award of Contract. Service Provider shall not be required to provide Certificate of Insurance for the coverages that are self-insured (Information Technology Errors and Omissions, Crime, and Property). Prior to the initial performance of any services under this Contract by Service Provider, but not less than ~~thirty~~ (340) days after execution of this Contract, and not less than ~~ten~~thirty (340) days after

each one-year anniversary of execution of this Contract, Service Provider shall permit provide a certified copy of County to review its insurance policies. A certificate of insurance, whether from an insurance agent or an insurance carrier, will not be accepted by the County as evidence of insurance or as compliance with the insurance requirements set forth under this Contract. Service Provider and/or its freight contractors must be prepared to show coverage verification prior to entering County premises. ~~to the County's counsel for review. A certificate of insurance, whether from an insurance agent or an insurance carrier, will not be accepted by the County as evidence of insurance or as compliance with the insurance requirements set forth under this Contract. Service Provider and/or its freight contractors must be prepared to show coverage verification prior to entering County premises.~~

- 4.15. Approval of Forms and Companies:** All insurance described herein shall be provided by an insurance company or companies acceptable to County and licensed to provide insurance within the State of Texas. An insurance carrier is acceptable only if its present rating by A.M. Best is "A" or better. The use of surplus lines carriers must be approved by County counsel. ~~An insurance carrier is acceptable only if its present rating by A.M. Best is "A" or better. The use of surplus lines carriers must be approved by County counsel. No self insurance policies, fronting policies or deductible liability insurance policies are acceptable.~~
- 5.16. Additional Insured Endorsements:** All policies noted above requiring the County to be named as an additional insured shall be endorsed to name the following as additional insureds as respects the operations performed by or on behalf of the Service Provider in performance of any work, occupation of any County real property or item for which indemnification is given: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns. All such additional insured endorsements shall be limited to the extent of Service Providers liability under the Agreement.
- 6.17. Other Insurance Clauses:** All policies noted above shall be endorsed to provide that any "other insurance" clause shall not apply to other insurance policies held by any of the following: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns.
- 7.18. Deductibles:** ~~No deductible on any policy noted above shall exceed more than five percent (5%) of the per claim or per occurrence limit of liability. Service Provider shall be solely and independently responsible for the payment of all deductible amounts in the event of a covered claim.~~
- 8.19. Notice of Cancellation or Material Change:** All policies noted above shall specifically provide that ~~forty five thirty~~ (30) days notice shall be given to the County by U.S. Mail, ~~Certified, Return Receipt Requested~~ for cancellation, non-renewal or material change. Such notice shall be sent to the County at the following address: \_\_\_\_\_
- 9.20. Subcontractors:** In the event that any of the ~~S~~services provided under this Contract are subcontracted by Service Provider, Service Provider shall ensure that all subcontractors are protected by insurance of the types and with limits of liability as the Service Provider shall deem appropriate and adequate. ~~In the event a subcontractor is unable to furnish adequate insurance, the Service Provider shall endorse the subcontractor as an additional insured under the policies~~

required by this Contract. The Service Provider shall furnish to the County all certificates of insurance evidencing a subcontractor's insurance coverage.

**10.21. Premiums:** Insurance companies issuing the insurance policies and the Service Provider shall have no recourse against the County for payment of any premiums or assessments. All premiums and assessments due under any policies issued to the Service Provider are the sole responsibility and risk of the Service Provider.

**11.22. Waiver of Subrogation:** With respect to all policies noted above required to contain a waiver of subrogation, Service Provider agrees to have an endorsement placed on each policy waiving the insurance company's subrogation interest for injuries, death, property damage or any other loss against the following: County of Dallas, Texas; County Judge; County Commissioners; elected officials; department heads; other officials, employees and/or assigns. Such waiver of subrogation endorsements shall be limited to the extent of Service Provider's liability under the Agreement.

**12.23. Cross-Liability Endorsements:** All policies noted above required to contain a cross-liability endorsement shall include the following text:

24. It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as an insured under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy.

**13.25. Liability.** Service Provider expressly agrees that it is solely responsible for all damages, ~~whether in tort or contract,~~ to the County resulting from Service Provider's failure to comply with any term of the insurance requirements of this Contract to the extent that such damages are to be borne by Service Provider under the specific terms of the Contract and the liabilities assumed and indemnities granted by the Service Provider under the Contract.

## B. REPRESENTATIONS.

1. **Mutual Representations.** Each Party represents and warrants that, as of the Effective Date and each Service Agreement Effective Date:
  - (a) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated, and is good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement.
  - (b) It has all necessary corporate power and authority to enter into this Master Agreement and each Service Agreement and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Service Agreement and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.

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2. **Service Provider Representations.** As of the Effective Date and continuing throughout the Term and each Service Agreement Term, Service Provider represents and warrants to County that:
- (a) It has and shall have the right and authority to use the Service Provider Software and except where retained by County, and Third Party Software to provide Services and to grant to County the licenses to the Service Provider Software described in each Service Agreement.
  - (b) It is not a party to, and is not bound or affected by or subject to, any instrument, agreement, charter or by-law provision, law, rule, regulation, judgment or order which would be contravened or breached as a result of the execution of this Master Agreement, consummation of the transactions contemplated by this Master Agreement, or execution of any Service Agreement.
  - (c) It is not the subject of any pending or threatened litigation (including claims subject to mediation or arbitration) arising from an outsourcing relationship similar to the relationship contemplated by this Master Agreement or any Service Agreement ~~and will notify County immediately in the event Service Provider becomes the subject of any such litigation.~~
  - (d) Service Provider (a) has, and each of the Service Provider employees and subcontractors that it will use to provide and perform the Services has, the necessary knowledge, skills, experience, rights and resources to provide and perform the Services in accordance with the Agreement; (b) it has successfully provided and performed the Services or services that are substantially equivalent to the Services for other Customers of Service Provider; and (c) the services will be performed in a prompt, diligent, professional manner using qualified, experienced individuals, and at a minimum, in accordance with preferred industry standards applicable to the performance of such Services.
  - (e) All Service Provider Software, and the computing environment operated managed or maintained by Service Provider (including all hardware, peripherals, Service Provider Software and Third Party Software) (the "Service Provider Environment"), is, and shall remain throughout each Service Agreement Term, Year 2000 Compliant.
  - (f) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR ANY SCHEDULE ATTACHED HERETO, SERVICE PROVIDER MAKES NO WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **RFP and Due Diligence Assistance.** If, at any time during the Term, County issues a request for proposal to one or more services providers for the provision of all or any part of the Services, Service Provider shall cooperate with County by (i) providing to such third party providers reasonable access to personnel and information, and (ii) participating in a reasonable due diligence process for the benefit of County in connection with the request for proposals. Service Provider's obligations are subject to (i) the agreement of County and such third party providers to reasonable confidentiality
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restrictions, generally in accordance with those contained in this Master Agreement, and (ii) the condition that such activities shall not adversely affect County's or Service Provider's normal business.

**C. LIMITATION OF LIABILITY.**

1. **Damages.** Subject only to the limitations set forth in this Article, a Party who breaches any of its obligations under this Master Agreement or any Service Agreement shall be liable to the other for any damages actually incurred by the other as a result of such breach.
2. **Limit on Types of Damages Recoverable.** (a) EXCEPT AS SET FORTH IN CLAUSE (b) BELOW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, —OR—CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) The exclusion set forth in clause (a) shall not apply to (i) Losses otherwise recoverable by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a Party of its obligations with respect to Confidential Information, (iii) damages caused by a Party's gross intentional or willful acts or willful misconduct, ~~or (iv) any intentional breach of this Master Agreement or any Service Agreement.~~
3. **Limit on Amount of Direct Damages Recoverable.** (a) County's liability to Service Provider for any breach arising out of or resulting from County's performance or non-performance of its obligations under this Master Agreement or any Service Agreement shall be limited in all cases to direct damages which in the aggregate shall not exceed any amounts payable by County for Services rendered by Service Provider in accordance with this Master Agreement and any applicable Service Agreement plus the amount, if any, payable by County upon a termination of the applicable Service Agreement(s) pursuant to provisions relating to "Termination for Convenience." (b) The foregoing limitations shall not apply to losses or damages attributable to (i) claims by an indemnitee pursuant to the section entitled "Indemnification," (ii) breach by a party of its obligations for intentional acts with respect to the other Party's Confidential Information, (iii) claims arising out of a Party's gross intentional or willful acts or willful misconduct, or (iv) amounts payable to County as credits against Charges. (c) Each Party shall have a duty to use reasonable efforts to mitigate damages for which the other Party is liable.

AS A SEPARATE AND INDEPENDENT LIMITATION ON SERVICE PROVIDER'S LIABILITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE PROVIDER'S TOTAL AND CUMULATIVE LIABILITY TO COUNTY AND ANY OTHER PERSON OR ENTITY (INCLUDING EMPLOYEES, AND AGENTS) SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE FOLLOWING: (1) IF THE CLAIM IS BROUGHT IN YEAR 1 OF THE CONTRACT TERM, THE MAXIMUM RECOVERABLE IS \$16,000,000.00; IF THE CLAIM IS BROUGHT IN YEARS 2 THROUGH 5 OF THE

CONTRACT TERM OR ANY SUBSEQUENT RENEWAL THEREOF, THEN THE MAXIMUM RECOVERABLE IS TOTAL AMOUNT OF ALL PAYMENTS MADE BY COUNTY UNDER A PARTICULAR SERVICE AGREEMENT.

- 4.3. Force Majeure. (a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement, if any, to the extent such failure or delay: (i) is caused, without fault by such Party, by fire, flood, earthquake, or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, rebellions or revolutions; quarantines or embargoes; or any other similar cause beyond the reasonable control of such party; ~~and or~~ (ii) with respect to the provision of any disaster recovery services as set forth in any Service Agreement, could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means (including, in the case of Service Provider, compliance with Service Provider's obligations ~~with respect to the provision of any disaster recovery services as set forth in any Service Agreement~~). Events meeting the criteria set forth above are referred to as "Force Majeure Events." (b) Upon the occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance for as long as such circumstances prevail and such Party continues to attempt to recommence performance whenever and to whatever extent possible without delay. Any Party so delayed in its performance will immediately notify the other and describe in detail the circumstances causing such delay. (c) If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ~~two~~ (22) consecutive days, County may, at its option, and in addition to any rights County may have pursuant to the section entitled "Termination Upon Force Majeure Event," procure such Services from an alternate source until Service Provider is again able to provide such Services, and Service Provider shall be liable for all payments made and costs incurred by County required to obtain the Services from such alternate source. County shall continue to pay Service Provider the charges established hereunder during such period, but Service Provider shall not be entitled to any additional payments as a result of the Force Majeure Event. (d) Notwithstanding any other provision of this Section, a Force Majeure Event shall not relieve Service Provider of its obligation to implement successfully all of the Services relating to disaster recovery services that are included in any Service Agreement within the time period described in such Service Agreement.
- 5.4. Actions of Other Party. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Service Agreement if such failure or delay is caused by the actions or omissions of the other Party or breaches of this Master Agreement or a Service Agreement by the other Party provided that the Party which is unable to perform has provided the other Party with reasonable notice of such non-performance and has used Commercially Reasonable Efforts to perform notwithstanding the actions, omissions or breaches of the other Party.

**D. INDEMNIFICATION.**

- 1. General. SERVICE PROVIDER AGREES THAT IT WILL PROTECT, DEFEND, INDEMNIFY, AND SAVE WHOLE AND HARMLESS THE COUNTY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE COUNTY COMMISSIONERS COURT, INCLUDING EACH COMMISSIONER AND THE COUNTY JUDGE INDIVIDUALLY, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, LOSS AND EXPENSES, INCLUDING ATTORNEYS' FEES, OF WHATSOEVER NATURE, CHARACTER OR DESCRIPTION THAT ANY PERSON OR ENTITY HAS OR MAY HAVE ARISING OUT OF OR ON ACCOUNT OF ANY INJURIES OR DAMAGES (INCLUDING, BUT NOT RESTRICTED TO, DEATH) RECEIVED OR SUSTAINED BY A PERSON OR PROPERTY COUNTY, ON ACCOUNT OF, ARISING OUT OF, OR IN CONNECTION WITH THE PERFORMANCE OF THE WORKSERVICE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS INDEMNITY SHALL APPLY TO THE EXTEN ANY CLAIMS ARE CAUSED BY ANY NEGLIGENT ACTS OR OMISSIONS OF THE SERVICE PROVIDER OR ANY AGENT, SERVANT, EMPLOYEE OR SUBCONTRACTOR OF THE SERVICE PROVIDER, INCLUDING INFRINGEMENTS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS INCLUDING PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET RIGHTS, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN PART BY THE NEGLIGENCE OF THE COUNTY, EXCEPT THAT SERVICE PROVIDER SHALL HAVE ASSUMES NO LIABILITY FOR AND THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT ANY THE SOLE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY, ITS OFFICIALS, EMPLOYEES OR AGENTS CAUSE OR CONTRIBUTE TO ANY CLAIMS. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SERVICE PROVIDER AND THE COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY SERVICE PROVIDER TO INDEMNIFY AND PROTECT THE COUNTY FROM THE CONSEQUENCES OF THE COUNTY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. SERVICE PROVIDER FURTHER AGREES TO PROTECT, INDEMNIFY AND HOLD THE COUNTY HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS AND AGAINST AND FROM ANY AND ALL LOSS, COST, DAMAGE, JUDGMENTS OR EXPENSE, INCLUDING ATTORNEYS' FEES ARISING OUT OF THE BREACH OF ANY OF THE REQUIREMENTS OF THIS CONTRACT OR ANY FAILURE OF SERVICE PROVIDER, ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, INVITEES, OR ASSIGNS IN ANY RESPECT TO COMPLY WITH AND PERFORM ALL THE REQUIREMENTS AND PROVISIONS HEREOF.**
- 2. Infringement. SERVICE PROVIDER SHALL DEFEND AT ITS SOLE EXPENSE LEGAL PROCEEDINGS BROUGHT AGAINST COUNTY OR SERVICE PROVIDER CLAIMING A DIRECT PATENT OR COPYRIGHT**

INFRINGEMENT IN THE COUNTRY WHERE THE SERVICES ARE DELIVERED THAT IS BASED UPON ANY METHOD, MATERIAL OR EQUIPMENT (EXCLUDING ANY SUCH METHOD, MATERIAL OR EQUIPMENT PROVIDED BY COUNTY TO SERVICE PROVIDER) USED OR PROVIDED BY SERVICE PROVIDER IN PERFORMANCE OF THE SERVICES, AND SERVICE PROVIDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY JUDGMENT BY A COURT OF COMPETENT JURISDICTION FOR DAMAGES ARISING FROM ANY SUCH CLAIM, PROVIDED THAT SERVICE PROVIDER SHALL HAVE NO LIABILITY OR OBLIGATION TO COUNTY UNDER THESE TERMS CONCERNING ANY INFRINGEMENT CLAIM: (A) TO THE EXTENT IT IS BASED UPON SERVICE PROVIDER'S COMPLIANCE WITH COUNTY'S SPECIFICATIONS; (B) UNLESS SERVICE PROVIDER IS NOTIFIED PROMPTLY IN WRITING BY COUNTY OF EACH NOTICE AND COMMUNICATION REGARDING SUCH CLAIM AND IS GIVEN THE COMPLETE AUTHORITY, INFORMATION AND ASSISTANCE NECESSARY FOR SUCH DEFENSE; (C) UNLESS SERVICE PROVIDER IS GIVEN SOLE CONTROL OF THE DEFENSE OF ANY ACTION ON SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND/OR (D) IF COUNTY MAKES ANY ADMISSION REGARDING INFRINGEMENT.

COUNTY REPRESENTS AND WARRANTS THAT ANY AND ALL DATA, INFORMATION, DOCUMENTS, MATERIALS, SUPPLIES AND EQUIPMENT PROVIDED BY IT TO SERVICE PROVIDER, OR ANY METHOD, PROCESS OR TECHNIQUE WHICH COUNTY REQUIRES SERVICE PROVIDER TO USE, IS THE RIGHTFUL PROPERTY OF COUNTY AND COUNTY HAS FULL RIGHT TO SUPPLY SUCH ITEMS TO SERVICE PROVIDER.

ALL INDEMNITIES CONTAINED IN THIS CONTRACT SHALL SURVIVE THE TERMINATION HEREOF.

**E. PERFORMANCE BOND.**

1. **Performance Bond.** With the execution and delivery of this Agreement, the Service Provider shall furnish and file with the County a Performance Bond in the full amount of the value of each year under this Agreement. Such Performance Bond will be in accordance with the provisions of Section 262.032 (b) of the Texas Local Government Code. ~~The parties agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met. The parties agree that failure to satisfy either the insurance requirements or the performance bond requirements of this Agreement shall entitle County to an immediate payment of \$10,000.00 per day from Service Provider for each day the requirements are not met.~~

2. **Effect.** Such Performance Bond shall be for the protection of the County. Such Performance Bond shall guarantee the full and faithful execution of the Work and performance of this Agreement in full accordance with the Plans, Specifications, scope of services, service agreements, plans or any other item that describes any work to be accomplished, product to be furnished or any and all intellectual property. The Performance Bond shall be in full force and effect during the term of this Agreement, including any extension thereof. Should the County exercise any contract extension option for additional contract terms (multi-year), it will be Service Provider's responsibility to have the Surety Company provide to Dallas County confirmation of the existing bond or provide a new bond if so applicable.
3. **Qualification.** Bonds shall be executed by a duly authorized surety company satisfactory to the County. ~~consent of such surety shall not be unreasonably withheld by County.~~ The County will accept only those bonds executed by those surety companies listed in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register, U.S. Department of the Treasury.
4. **Authority.** No surety will be accepted by the County who is now in default or delinquent on its bonds or who is interested in litigation against the County. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas.
5. **Execution.** Each bond shall be executed by the Service Provider and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of or from such suretyship.
6. **Check.** In lieu of a performance bond, the Service Provider may submit a cashiers check in the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Plans, Specifications, scope of services, service agreements, plans or any other item that describes any work to be accomplished, product to be furnished or any and all intellectual property. The County shall retain such amount during the terms of this Contract and any extension thereto. The right to retain this amount shall survive the termination of this Agreement and shall be retained by the County until all accounts, controversies, conflicts, or litigation for which a performance bond would be applicable has been finally and fully completed or resolved.
7. **Termination.** In the event this Agreement is prematurely terminated pursuant to Part IV, Section B 1 (Termination for Cause) ~~due to non-performance and/or Service Provider's request,~~ the County reserves the right to act on the performance bond or the amount held in lieu of a performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, the County will seek its attorneys' fees and costs of suit from Service Provider. ~~In the event civil suit is filed to enforce this provision, the County will seek its attorneys' fees and costs of suit from Service Provider, which amount Service Provider agrees to pay.~~
8. **Condition.** The County will disburse no payments for goods or services provided unless a good and sufficient performance bond or the amount held in lieu of a performance bond is on file with the County. **SERVICE PROVIDER IS HEREBY NOTIFIED THAT COUNTY RESERVES THE RIGHT TO WITHHOLD ANY AND ALL PAYMENTS TO THE SERVICE PROVIDER OF ANY KIND OR NATURE IN THE EVENT SERVICE PROVIDER FAILS TO FURNISH OR CAUSES ANY ABEYANCE OF COVERAGE OF THE PERFORMANCE BOND UNDER THIS ARTICLE.**

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**PART VI: TERM, TERMINATION, AND DISPUTE RESOLUTION.**

**A. TERM OF AGREEMENT.**

1. **Term.** The term of this Master Agreement (the "Term") shall begin on the Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of this Master Agreement. Each Service Agreement shall set forth the applicable Service Agreement Term.
2. **Renewal.** County shall have the option to renew this Master Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of this Master Agreement and any applicable Service Agreements shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of the applicable Service Agreement and any renewal of the Service Agreement.

**B. TERMINATION OF AGREEMENT.**

**1. Termination for Cause.**

- (a) County shall have the option to terminate any Service Agreement, or one or more categories of Services under a Service Agreement, for cause: (i) for a material breach of such Service Agreement by Service Provider that is not cured by Service Provider within fifteen (15) days of the date on which County provides written notice of such breach; (ii) for a material breach of such Service Agreement by Service Provider that is not reasonably subject to cure within fifteen (15) days after its occurrence; (iii) if it is determined by County, that there exists a plurality of non-material breaches by Service Provider that have a significant material adverse impact on the Services; (iv) immediately upon material failure by Service Provider to provide any Services pertaining to disaster recovery services under any Service Agreement; (v) upon Service Provider's failure to satisfactorily complete a migration under a Service Agreement by the scheduled Migration Completion Date; (vi) upon Service Provider's failure to provide adequate assurance of performance within seven (7) days of Service Provider's receipt of County's demand for such assurances; ~~(viii) upon termination of this Master Agreement for any reason;~~ or ~~(ixviii)~~ upon any change in control of Service Provider or any sale of substantially all the assets of Service Provider, except in the event solely of an internal merger or other similar form of reorganization by Service Provider, but which shall not include any complete divestiture of the same.
- (b) County shall have the option to terminate this Master Agreement and all Service Agreements for cause (i) at any time if County has terminated one or more Service Agreement for cause; or (ii) upon any change in control of Service Provider or any sale of substantially all the assets of Service Provider, except in

the event of an internal merger or other similar form of reorganization by Service Provider, but which shall not include any complete divestiture of the same.

- (c) County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days from the date such termination notice is delivered to Service Provider.
- (d) Service Provider shall have the option to terminate a Service Agreement if County fails to pay when due undisputed amounts County owes to Service Provider under such Service Agreement and County fails to cure such failure within thirty (30) days after receipt of written notice specifically stating that Service Provider is exercising its rights under this section; Service Provider hereby waives any rights it may have under this Master Agreement or any Service Agreement, at law or in equity, to terminate this Master Agreement or any Service Agreement for any other reason. Service Provider shall exercise its termination option by delivering to County written notice of such termination identifying the termination date which shall be at least ~~ninety~~thirty (30) days from the date such termination notice is delivered and served upon County (acting through the County Commissioners Court) as required by law.

## 2. **Termination for Convenience.**

- (a) County shall have the option to terminate for convenience this Master Agreement or one or more Service Agreements or one or more categories of Services under a Service Agreement. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date which shall be at least thirty (30) days after the date of such notice. In connection with any such termination, County shall have no liability to Service Provider for amounts in excess of the normal charges through the date of termination except for payment of any termination fees referenced in a Service Agreement. Any termination fee included within a Service Agreement shall not include any reimbursement for lost profit. Any termination fee included within a Service Agreement shall not include any reimbursements for lost profits.
- (b) County shall have the option to terminate this Master Agreement without cause at any time if no Services are being provided under any Service Agreement.
- (c) If a purported termination for cause by County is determined pursuant to the section entitled "Dispute Resolution" not to be a proper termination for cause, such termination shall be deemed at County's option a termination for convenience subject to this Section.

## 3. **Termination for Insolvency.** County shall have the option to terminate this Master Agreement in its entirety without payment of any termination fees if Service Provider (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for,

consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, or (vi) any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

4. **Termination Upon Force Majeure Event.** County shall have the option to terminate this Master Agreement or one or more affected Service Agreements or categories of Services, if Service Provider fails to perform any Services in any material respect because of the occurrence of a Force Majeure Event and: (a) Service Provider does not cure such failure within seven (7) days after the occurrence of the Force Majeure Event; or (b) such failure is not reasonably subject to cure within seven (7) days after such occurrence. County shall exercise its termination option by delivering to Service Provider written notice of such termination identifying the termination date.
5. **Effect of Termination.** Termination of this Master Agreement or any Service Agreement or categories of Services for any reason under this Article shall not affect (i) any liabilities or obligations of either Party arising before the termination date, or (ii) any damages or other remedies to which a Party may be entitled under this Master Agreement or any Service Agreement, at law or in equity, arising from any breaches of such liabilities or obligations occurring before the termination date.
6. **Support in Managing Termination / Expiration.** Upon County's delivery to Service Provider of any written notice of breach or termination of this Master Agreement or any Service Agreement, Service Provider shall provide to County or County's designee the assistance reasonably requested by County to facilitate the orderly transfer of the Services to County or its designee, including, without limitation, preparation of a mutually agreeable, reasonable Transition Plan and the delivery of any assistance specifically described in any Service Agreement(s) ("Support in Managing Termination / Expiration"). Such Transition Plan would include an identification of key positions requiring transition management, and important procedures to be performed regarding documentation, projects and activities, from which Service Provider shall continue providing the same level of services, so that County's business is not adversely affected during transition. County may also request that Service Provider begin providing support in managing termination / expiration at any time within the six-month period prior to expiration of any Service Agreement Term. Unless otherwise provided in a Service Agreement, the support in managing termination / expiration referenced in a Service Agreement shall be provided to County at ~~no~~reasonable additional cost.
7. **Software Licenses.** Upon expiration or earlier termination of any Service Agreement and unless provided otherwise in such Service Agreement, Service Provider shall grant to County a ~~worldwide~~worldwide, royalty-free, nonexclusive license to County or its designee ~~to use, copy, maintain, modify, enhance and create derivative works of~~ modify, enhance and create derivative works of Service Provider Software used to provide the applicable Services at the end of the Service Agreement, and Service Provider shall offer to maintain such Service Provider Software on terms at least as favorable as those offered to other similarly situated Service Provider Customers ~~on terms at least as favorable as those offered to other Service Provider customers.~~ The scope of any such license grant will be for the sole and exclusive purpose of supporting County's technology requirements covered by ~~the such~~ Service Agreement that has been terminated and any such Service Provider Software or derivative works thereof may only be used only by County or by a third party on County's behalf for such purpose. ~~if for any reason any~~

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~~Service Provider Software is not available to County or such designee or cannot be licensed to County or such designee at the expiration or earlier termination of the Term, Service Provider shall procure at its expense a license for substitute Software with substantially equivalent functionality and shall pay for all reasonable conversion costs.~~

8. **Contracts.** Upon expiration or earlier termination of any Service Agreement, Service Provider shall, at County's request, and to the extent permitted by the applicable Third Party Contract, assign to County or its designee any Third Party Software Licenses and any Third Party Service Contracts used to provide Services to County at the end of the Term. Concurrently with such assignment, County shall tender compensation to Service Provider the amount of prepayments made for the period after assignment.
9. **Service Provider Employees.** Beginning upon delivery by County to Service Provider of a written notice of breach or termination of this Master Agreement or a Service Agreement, or during the six-month period prior to expiration of any Service Agreement Term, if County desires to offer employment to Service Provider employees, Service Provider shall not interfere with or impede County's efforts and shall not enforce any employment mobility (e.g., covenant not to compete) or anti-solicitation restrictions imposed on such employees by agreement or policy which would interfere with County's efforts.

#### **B. DISPUTE RESOLUTION.**

1. **General.** Any dispute between the parties with respect to this Master Agreement shall be resolved as provided in this Article.
2. **Informal Dispute Resolution.** The Parties may, by mutual agreement, attempt to resolve their dispute informally in the following manner:
  - (a) Duly authorized representatives shall meet as often as mutually agreeable to discuss the dispute and to negotiate a mutually agreeable resolution to the dispute. The Parties will meet in good faith.
  - (b) During the course of, and in between, the meetings, reasonable requests made by one Party to the other for non-privileged information, reasonably related to the dispute, shall be responded to in good faith. The parties may, but are not required to, prepare truthful statements of fact or position to facilitate the discussions and negotiation.
  - (c) Proposals for resolution, conduct, and statements made during these informal proceedings between the Parties shall (a) be privileged, confidential and without prejudice to a Party's legal position in any formal proceedings; and (b) be treated as compromises or offers to compromise under the rules of evidence in court proceedings.
  - (d) Notwithstanding this section, either Party may, at any time, commence formal dispute resolution proceedings, including formal court proceedings. Commencement of formal dispute resolution proceedings, including formal court

proceedings, shall be immediately communicated, and it ends the process of Informal Dispute Resolution described in this section.

**PART VII: GENERAL.**

1. **Amendment and Waiver.** No supplement, modification, amendment or waiver of this Master Agreement or any Service Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, amendment or waiver is sought. Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision in the future.
2. **Applicable Law.** All questions concerning the Master Agreement and any Service Agreement shall be governed by and decided in accordance with the laws of the State of Texas, U.S.A.
3. **Assignment.** Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Master Agreement without the prior written consent of the other Party, except in the event of and to the extent such assignment is the result of an internal merger, acquisition, or other similar form of reorganization to another Affiliate, but which shall not include any complete divestiture of the same. Subject to the foregoing, this Master Agreement and each Service Agreement shall be binding on the Parties and their respective successors and assigns.
4. **Consents and Approvals.** Whenever the consent or approval of a Party under this Agreement is required, and unless otherwise provided, the consent or approval, shall not be unreasonably withheld or delayed, and if required to be obtained from Service Provider, must be given by a Vice President or the President of Service Provider, and if required from County, must be given by the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager.
5. **Counterparts.** This Master Agreement and each Service Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
6. **County's Insufficient Funds.** County believes that sufficient funds can be obtained to pay all amounts due Service Provider throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefor and in that regard County represents and warrants to Service Provider that the services to be performed by Service Provider hereunder are important to its proper, efficient and economic operation. Subject to the Change Control Procedures set forth in Part II B. 8. in the event sufficient funds are not appropriated and

budgeted or are otherwise legally unavailable in any fiscal period for payments due under this Agreement, then County will immediately notify Service Provider of such occurrence and Service Provider may reduce its staffing and level of services to the amount so budgeted with the approval of the County Commissioners Court regarding the relative nature and priorities of the reductions made to staffing and services. If no funds are appropriated or budgeted or otherwise legally available, then County will immediately notify Service Provider of such occurrence, and this Agreement will be deemed ~~expired~~terminated for convenience as set forth in Part VI B. 2. effective on the last day of the fiscal period for which appropriations were received.

7. **Entire Agreement.** (a) County's Request For Proposal For Information Technology Services, RFP 2002-011-1007 (the "RFP") as amended, and Service Provider's response thereto dated December 17, 2001 (the "Service Provider Proposal") as amended, may be used in interpreting this Master Agreement provided that the parties acknowledge and agree that certain matters contained in the RFP and the Service Provider Proposal are no longer relevant to the provision of the Services by Service Provider as set forth in this Master Agreement. (b) ~~County's Request For Proposal For Information Technology Services, RFP 2002-011-1007 (the "RFP") as amended, and Service Provider's response thereto dated December 17, 2001 (the "Service Provider Proposal") as amended, may be used in interpreting this Master Agreement provided that the parties acknowledge and agree that certain matters contained in the RFP and the Service Provider Proposal are no longer relevant to the provision of the Services by Service Provider as set forth in this Master Agreement.~~ (b) This Master Agreement, and each of the appendices attached hereto (including attached Service Agreements), and the RFP and Service Provider Proposal, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof. (c) ~~b~~ The Master Agreement and the appendices attached thereto (including the Service Agreements, and the appendices attached thereto), and the RFP and Service Provider Proposal, are to be interpreted so that, to the extent possible, all provisions are given full, harmonious effect. In the event of a conflict, the order of precedence shall be (1) the Service Agreement, including any appendices attached thereto; and then (2) this Master Agreement, including any appendices attached thereto; and then (3) ~~the RFP and Service Provider Proposal, and any of their respective attached appendices.~~
8. **Expenses.** In this Master Agreement and each Service Agreement, unless otherwise specifically provided, all costs and expenses (including legal fees) incurred in connection with the development and negotiation of this Master Agreement or the applicable Service Agreement shall be paid by the Party incurring such expenses.
9. **Further Documents.** Each party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.
10. **Inspection and Audits.** During the term of this Agreement and for three years thereafter, County and its agents, employees, or authorized representatives shall be permitted access to inspect Service Provider's materials, documents, work papers, deliverables, or such other items that pertain to the work performed by Service Provider under this Agreement. Service Provider acknowledges that Service Provider is subject to audit by the State of Texas and the appropriate federal agencies with respect to this Agreement. Service Provider will cooperate with County in

this regard and the provisions of this Agreement regarding confidentiality shall apply to any such materials, documents, work papers, deliverables or such other items deemed confidential by Service Provider, except any item subject to attorney-client privilege. County shall be granted such access during normal business hours and in a manner that will not materially interfere with Service Provider's business operations.

11. **Interpretation.**

- (a) In this Master Agreement and in any Service Agreement, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word "person" includes, depending upon the context, an individual, partnership, association, corporation, trustee, executor, administrator or legal representative.
- (b) The division of this Master Agreement, and any attached appendices and Service Agreements, into Parts, Subparts, sections, and subsections, and any associated headings, are for convenience of reference only and shall not affect interpretation.
- (c) In this Master Agreement and in any Service Agreement, unless otherwise specifically provided: (i) References to "days" means calendar days unless "business days" are specified. (iii) The term "including" means "including, but not limited to."
- (d) The Parties are sophisticated and have been represented by, or have had the opportunity to be represented by, counsel during the negotiation of this Master Agreement and each Service Agreement. As a result, the Parties hereby waive the application of any rules or presumptions of contract interpretation whereby contractual ambiguities and the like are construed against the drafter.

12. **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Dallas County, Texas and irrevocably agree that all actions or proceedings relating to this Master Agreement and any Service Agreement shall be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

13. **No Authority.** Neither party shall have any authority, and neither party shall represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as provided in this Agreement. Each party is an independent contractor, and this Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act on the other party.

14. **No Broker's Fee.** Service Provider warrants that it has not employed any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed as its marketing agent, to solicit or secure this Agreement. Service Provider also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider or a company regularly employed by Service Provider as its marketing agent, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of this Agreement.

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15. **No Implied Agreements.** Except as expressly required in a Service Agreement, nothing in this Master Agreement requires County to purchase products or services from Service Provider. County may request information, proposals, or competitive bids from third parties on the same or different terms than as provided in this Master Agreement.
16. **Notices.** Any notice, demand or other communication required or permitted to be given under this Master Agreement or any Service Agreement shall be in writing and shall be deemed delivered to a Party (i) when delivered by hand or courier, or (ii) four (4) days after the date of mailing if mailed by United States certified or registered mail, return receipt requested, postage prepaid, in each case to the address of such Party set forth below (or at such other address as the Party may from time to time specify by notice):
- (a) If to Service Provider, to:
  - (b) With a Service Provider copy to:
  - (c) If to County, to:
  - (d) With a County copy to:
17. **Publicity.** All media releases, public announcements and other disclosures by Service Provider relating to this Master Agreement or any Service Agreement or the subject matter hereof, including promotional or marketing materials, but excluding announcements intended solely for internal distribution or to meet legal or regulatory requirements, shall be coordinated with and approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to release, consent of which shall not be unreasonable withheld or delayed. No license or right, either directly or by implication, is granted to Service Provider to use County's name or any of County's trade names, trademarks, service marks, slogans, logos or designs for any advertising, promotional or other purpose without the prior, written ~~permission~~ consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).
18. **Severability.** Any provision in this Master Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.
19. **Survival.** Any provision of this Master Agreement or of any Service Agreement which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Service Agreement, including the parts, subparts, or sections entitled Definitions, Work Product, Use of Concepts, Confidentiality, Intellectual Property Rights, Audits, Taxes, Indemnification, Limitations on Liability, Effect of Termination, Support in Managing Termination / Expiration, Software Licenses, Contracts, Dispute Resolution, shall survive expiration or termination of this Master Agreement or any Service Agreement.
20. **Waiver.** Waiver of strict performance of any provision of this Agreement shall not be deemed a waiver nor shall it prejudice the waiving party's right to require strict performance of the same
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provision or any other provision in the future unless such waiver has rendered future performance commercially impossible.

**PART VIII: EXECUTION.**

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto as of the dates shown hereinbelow.

**Service Provider**

**County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Dallas County Judge

Entity: Schlumberger Omnes, Inc.

Entity: Dallas

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

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**APPENDIX A**  
**FORM OF SERVICE AGREEMENT**

The following terms will be addressed in the Service Agreement:

1. **Definitions.** Any terms used specifically in the Service Agreement and not otherwise defined in the Master Agreement will be defined.
2. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.
3. **Appendices.** The Service Agreement may, if the parties deem it appropriate, include one or more attached appendices or schedules, such as Third Party Software; County Software; Service Provider Software; Measurement and Monitoring Tools; Insurance.
4. **Charges.** The specific Service Provider charges applicable to the Services will be included with reference to the terms set forth in the Master Agreement. Any other financial obligations of County must be expressly included in the Service Agreement and Service Provider will retain all other costs.
5. **Facilities, Equipment and Software Terms.** Specific terms with respect to facilities, equipment, software and other assets will be included with reference to the Master Agreement.
6. **Incorporation by Reference.** Each Service Agreement shall reference the Master Agreement between County and Service Provider and shall expressly state that (i) the Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in the Service Agreement, all the terms and definitions of the Master Agreement are incorporated by reference into the Service Agreement.
7. **Notices; Signatures.** The Service Agreement will indicate whether any individuals or entities are to receive formal notices under the Service Agreement other than as set forth in the Master Agreement. The Service Agreement will be signed by authorized representatives of Service Provider and County (the exclusive authorized representative of County being County Commissioners Court).
8. **Personnel Matters.** The Service Agreement will identify the Service Provider and County Project Managers. Any specific terms applicable to Service Provider or County personnel matters related to the Services will be included, including matters related to Transferred Employees consistent with the Master Agreement.

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9. **Services.** The Services to be provided under the Service Agreement will be described. This Section of the Service Agreement will state that the "Services," as defined, include all Services and tasks related to or inherent in performance of the Services specifically described. County's exclusive responsibilities will be clearly described in this Section of the Service Agreement.
  10. **Term.** The term of the Service Agreement will be specified, including any County renewal or extension rights.
  11. **Termination.** Any termination rights inconsistent with the terms of the Master Agreement will be included. Any applicable termination fee with reference to Termination For Convenience shall be negotiated and included.
  12. **Transition Services.** Any specific terms related to Service Provider termination assistance with respect to the Services will be included with reference to the Master Agreement.
  13. **Service Levels.** Service levels for the Services will be included with reference to the Master Agreement.

(a) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and

circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
  - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, each time Service Provider fails to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.
- (b) **Time.** The Required Service Levels provided shall be applicable beginning effective on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
  - (c) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment.
  - (d) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the remedies defined in this Service Agreement and the Master Agreement.

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- (e) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.10 or 10%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement. Upon thirty (30) days advance notice to Service Provider, County may adjust the Service Level Weights, as County deems appropriate.
- (f) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the Total Critical Service Level Credits for any given month will not exceed twenty percent (20%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single event directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.
- (g) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceed the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times twenty percent (20% = 0.20) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet or exceed the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet or exceed the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet or exceed the Minimum Service Level for the same Critical Service Level Measurement the last time that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times twenty percent (20% = 0.20) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure).

(3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County against Service Provider's invoice for the applicable month, *provided, however*, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, twenty percent (20%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

- (h) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets or exceeds the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the Total Quality Service Level Credit for the applicable month shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be 10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ten percent (10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).
- (i) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.



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## APPENDIX B

### Migration Services

1. **Migration Plan.** If any migration of Services is to occur under a Service Agreement, Service Provider shall be responsible for preparing a Migration Plan subject to approval of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) in order to assure an orderly transition of the Services (and, if necessary, the Equipment and Software). After any Migration Completion Date, Service Provider shall obtain the written consent of County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to any subsequent migration of the Services. Any such subsequent migration of Services shall be conducted by Service Provider at its sole expense pursuant to a Migration Plan prepared by Service Provider and approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).
2. **Content of Migration Plan.** Within thirty (30) days following a Service Agreement Effective Date, Service Provider shall submit for approval by the County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) a final plan (the "Migration Plan") for the migration of the Services. The Migration Plan shall state in detail the specific steps for the timing and migration methodology that will be used by Service Provider. The Migration Plan must be approved by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) prior to implementation of any part of such Plan. As part of the Services, Service Provider shall perform all functions and services, including the functions and services described in the Migration Plan necessary to accomplish the migration to the Service Provider as identified in the Migration Plan (the "Migration Services"). Service Provider shall perform the Migration Services without causing a disruption to County's business or production environment.
3. **County Facilities.** As part of the Services and as directed by County, Service Provider shall administer and manage the closing or opening of any County Facilities if required in connection with a migration. In connection with such closures or openings and as part of the Services, Service Provider shall, upon County's request, identify and solicit, upon terms and prices as favorable to County as Service Provider would obtain for its own account, purchasers of County's data processing assets at the applicable County Facilities. Any sale of assets shall be approved in advance by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager).
4. **Migration Services.** Each Migration Plan shall include a migration acceptance test for each Service that is migrated that will ensure a complete and satisfactory migration of Services. As part of the Migration Services, and if requested by County, Service Provider shall provide (i) parallel operation/testing environments and (ii) a training environment for

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the Service Provider Environment using test data prepared by Service Provider. Subject to approval by County (acting through the County Commissioners Court, County Commissioners Court Administrator, or County Contract Manager) and where testing with data representative of the production environment is necessary, Service Provider may use a copy of such County production data; provided, however, that such test data shall not contain actual client names or addresses to the extent that the same is prohibited by statutory or regulatory requirements.

5. **Delay.** Service Provider acknowledges that in the event any Migration Milestone is not achieved in the manner specified in a Migration Plan, County will suffer damages the amount of which are difficult to specify at this time. Accordingly, in addition to any obligations under this Section, Service Provider shall pay to County, upon County's election, the following amounts if Service Provider fails by more than the number of days specified in this Section to achieve a Migration Milestone: (i) In the event a Migration Milestone is not met within ten (10) days of the Migration Milestone date set forth in the applicable Migration Plan, County may elect, and upon such election Service Provider shall pay to County the amounts specified in the applicable Migration Plan for each Migration Milestone that is not achieved. (ii) If the damages resulting from the failure to meet a Migration Milestone exceed the amount specified in the Migration Plan, County may terminate the applicable Service Agreement, upon notice to Service Provider within thirty (30) days after such failure.
6. **Breach.** A breach of any Migration Plan shall constitute a breach of the applicable Service Agreement. Unless otherwise expressly provided in a Service Agreement or Migration Plan, all of Service Provider's obligations contained in the Master Agreement and the applicable Service Agreement shall continue to apply during the applicable migration of Services.

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**Appendix J    SLA Agreements**

## APPENDIX C

### SERVICE AGREEMENT NO. 1: FOR ACCOUNT MANAGEMENT

This Service Agreement No. 1 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

1-26. Definitions:

27. "**Dallas County Inventory Assets**" means all Dallas County IT assets including, but not limited to, data center hardware, software, and firmware (e.g., mainframe, servers, tape drives, controllers, disk drives); Network server hardware, software, and firmware (e.g., file servers, print servers, NT servers); network hardware, software, and firmware (e.g., routers, switches, hubs, modems, CSU/DSU); PC hardware, software, and firmware; PC Peripherals hardware, software, and firmware.

28.

"PC" means personal computers including the CPU cabinet, and human interface devices including, but not limited to, keyboard, monitor, and mouse;

"PC Peripheral" means any device attached externally to a PC, including but not limited to, printers, scanners, modems, serial devices (excluding keyboard, monitor, and mouse), USB devices (excluding keyboard, monitor, and mouse), and Parallel devices (excluding keyboard, monitor, and mouse).

2-29. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.

3-1. **Services.** The Services to be provided under this Service Agreement No. 1 are described in Exhibit B attached hereto.

4-30. **Inherent Services:** Subject to As per the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by

and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement No. 1.

**5.2.Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.

**6.3.Term.** The term of this Service Agreement No. 1 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 1. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 1 and any renewal of the Service Agreement No. 1.

**7.4.Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement.

**8.5.Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. The responsibilities of Dallas County shall be limited to those items listed in the matrix.

**6. Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

**9.7.Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

**a-(a) Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as

either "Critical Service Level Measurements" or "Quality Service Level Measurements."

- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
  - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
  - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, ~~in addition to~~

~~any other monetary remedies County may have, for each time Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

- ~~(b)(i)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.
- ~~(c)(k)~~ **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.
- ~~(d)(l)~~ **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ include the remedies defined in this Service Agreement No. 1 and the Master Agreement.
- ~~(e)(m)~~ **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.4005 or 405%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, the Parties ~~County~~ may adjust the Service Level Weights, as County ~~the Parties~~ deems appropriate by mutual agreement.
- ~~(f)(n)~~ **Service Level Credits.** (1) In each case of ~~a~~ the Service Provider's failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard,

provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the ~~Total~~ Critical Service Level Credits for any given month will not exceed ~~fifty~~ twenty percent (~~205~~ 20%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed ~~fifty~~ ten percent (~~405~~ 10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(a)~~ (o) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twenty five~~ ten percent (~~205~~ 10) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two ~~times~~ that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty ten~~ ten percent (~~2010~~ 10) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, five~~ twenty percent (~~205~~ 20%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(a)~~ (p) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of

Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the Total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last-evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times shall be 1010% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, tenfive percent (495%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(b)(9) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 1, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work

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product is not considered a work made for hire under applicable law. County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and worldwide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO ACCOUNT MANAGEMENT SERVICE AGREEMENT

<b>Exhibit A</b>	<b>Key Positions</b>
<b>Exhibit B</b>	<b>Services</b>
<b>Exhibit C</b>	<b>Charges</b>
<b>Exhibit D</b>	<b>Service Level Information</b>

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**Exhibit A****Key Positions**

1. **County Contract Manager.** The County Contract Manager for the Master Agreement is John Hennessey.
2. **Service Provider Contract Manager.** The Service Provider Contract Manager for the Master Agreement is \_\_\_\_\_.
3. **County Project Manager.** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
4. **Service Provider Project Manager.** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

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## Exhibit B

### Services

#### **Account Management**

Account Management services will include those activities that promote understanding between the County and Service Provider, contribute to the success of both organizations, and assist in resolving problems between the Parties. Account Management is a mutual responsibility that requires open and honest communication, respect, and a commitment to the processes and procedures that help continuously improve the County/Service Provider relationship. The Service Provider Account Manager serves as the primary contact and lead manager for the services being provided. The County Contract Manager has responsibility for representing the County's requirements and issues. The County's Contract Manager and other key managers will participate in scheduled meetings and will provide guidance and direction to Service Provider Management team.

**Service Provider Staff Availability:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

#### **Summary of Activities:**

- Single point of responsibility
- Day to Day management of relationship related activities
- Provide status reporting and attend monthly meetings
- Prepare an annual business plan
- Create, manage and update an electronic database (i.e., Microsoft-Access) for the tracking of Dallas County owned or used assets to be used in the production of the Inventory Report

#### **Process Outputs:**

- Monthly status reports
- Quality Reviews and Progress Reports
- Proposals or estimates for new or enhanced services
- Annual business plan
- Inventory Report

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**Responsibilities Matrix for Account Management**

Activity	County	Service Provider
Designate dedicated account manager		✓
Designate a Dallas County single point of contact	✓	
Identify key positions		✓
Assign account team		✓
Day-to-day management of relationship-related activities		✓
Participate in a quality review meeting twice per year		✓
Prepare an annual business plan	✓	✓
Manage contract terms and conditions (e.g. contract expiration) <u>for contracts assigned to Service Provider</u>		✓
Propose contract changes (including additions or changes to service levels)	✓	✓

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Exhibit C

Charges

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

**Exhibit D**

**Service Level Information for Account Management**

**1. Status Reporting**

**Objective:** To facilitate effective communication between the Service Provider and County Management, and to fully inform the County, regarding the actual status of the County Information Technology Services Department.

**Definition:** The Monthly Status Report is the document that (a) fully informs the County regarding overall status, resource planning, and call management performance; and (b) concisely reports all Service Level Measurements (for both Critical and Quality Service Level Measurements), and all supporting underlying calculations, on a monthly basis and the monthly Service Level Credits associated therewith.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Monthly Status Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Monthly Status Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Monthly Status Reports to County Contract Manager.

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**Period:** Monthly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Monthly Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Monthly Status Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**2. Quality Reviews**

**Objective:** To facilitate effective communications between the Service Provider and County Management through the delivery of Quality Review reports.

**Definition:** The Quality Review Report is the document that fully informs the County regarding all feedback received from users of the services of the County Information Technology Department. The report will include in an appendix all surveys, including raw data, conducted during the review period.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Quality Review Reports and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Quality Review Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered semi-annually on March 1st and September 1st of each calendar year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Quality Review reports to County Contract Manager.

**Period:** Semi-Annual

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Quality Review Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Quality Review Reports will be agreed to by the Parties not later than thirty (30) days prior to submission of each Report.

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### 3. Project Progress Reports

**Objective:** To facilitate effective communication between the Service Provider and County Management regarding the status of all pending projects, including progress towards timely and effective completion, budgetary variances, and resource balancing issues amongst County projects.

**Definition:** The **Project Progress Report** is the document that fully informs the County regarding the quality, timeliness, and cost-effectiveness with which projects are being managed towards completion.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Project Progress Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Project Progress Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 10th business day of each "even" calendar month (i.e., February, April, June, August, October, December).

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Project Progress reports to County Contract Manager.

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**Period:** Bi-Monthly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Progress Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Progress Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

**4. Proposals for New and Enhanced Services**

**Objective:** To facilitate effective communication between the Service Provider and County Management by the Service Provider responding to proposals and recommendations for new and/or enhanced services from the County.

**Definition:** The Proposal for New and Enhanced Services Report is the document that informs the County regarding the Service Provider's ability to respond in a timely manner (within fifteen (15) days of request) with the intent to improve the services, reduce the cost, and support the relationship throughout the life of this Service Agreement.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Proposal for New and Enhanced Services and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Proposal for New and Enhanced Services Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered no later than 15 business days following the request from the County; (c) contain at least three (3) new recommendations.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Proposals

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for New and Enhanced Services Reports to County Contract Manager.

**Period:** Per Event

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Proposal for New and Enhanced Services Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Proposal for New and Enhanced Services Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**5. Annual Business Plan**

**Objective:** To facilitate effective communication between the Service Provider and County Management regarding the activities, functions and projects reasonably necessary to accomplish County IT objectives during the year ahead.

**Definition:** The Annual Business Plan is document that records the agreed-upon planned activities, functions, and projects for the year ahead.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Annual Business Plan and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Annual Business Plan shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by February 14th each year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing an Annual Business Plan to County Contract Manager.

**Period:** Annual

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Annual Business Plan template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Annual Business Plans will be agreed to by the Parties not later than October 31st of the preceding calendar year.



**6. Inventory Report**

**Objective:** To conduct an initial, complete inventory and determine a baseline for all Dallas County Inventory Assets. To regularly monitor and update the inventory database and provide the County accurate inventory reports.

**Definition:** The Inventory Report is a report that accurately accounts for all Dallas County Inventory Assets owned or used by Dallas County as of a specific point in time. Because County inventory continuously changes, this is a report that that must be regularly updated. Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database (i.e., Microsoft-Access) that will be used to generate the Inventory Report.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Inventory reports.

**Metrics:**

Values	Description
Minimum Service Level	Service Provider will provide the Inventory Report on or before the seventh (7th) business day of the month, and the Inventory Report will accurately report the inventory on hand on the last day of the preceding month. The Inventory Report will be provided in electronic and paper form.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Inventory Reports

**Period:** Monthly

**Resource Range:** All Dallas County Inventory Assets

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

**7. Inventory Audit**

**Objective:** To ensure the accuracy of the inventory database for the County Project Manager's audit and review activities.

**Definition:** Due to the amount of inventory data and the frequency with which the inventory changes, the inventory will be managed using an electronic inventory database (i.e., Microsoft-Access) that will be used to generate the Inventory Report. **The Service Provider shall ensure that data in the database is accurate and every Dallas County Inventory Asset owned or used by Dallas County is represented by a record in the database.** If the database is not in Microsoft-Access format, or cannot be exported to Microsoft-Access format, then the database will feature convenient query tools to facilitate the preparation of ad hoc reports. In such event, Service Provider will also provide training to County personnel to facilitate their direct and regular use of the database.

**Method:** Data Capture: The Service Provider will create, manage and update an electronic database (i.e., Microsoft-Access).

**Metrics:**

Values	Description
Minimum Service Level	99.5% of the inventory database records have no inaccuracies in any data field based on audited results.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Inventory database to County

Dallas County: The County will conduct such audits as it deems fit (including spot audits on a monthly basis) to verify the accuracy of the database.

**Period:** Monthly

**Resource Range:** All Dallas County Inventory Assets

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**APPENDIX C**

**SERVICE AGREEMENT NO. 2: FOR BUSINESS MANAGEMENT SUPPORT SERVICES**

This Service Agreement No. 2 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and ~~—~~ Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- ~~4.8.~~ **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 2.
- ~~2.31.~~ **Inherent Services:** ~~Subject to As per the Master Agreement subpart II entitled "Working Relationship: Services;"~~ Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- ~~3.32.~~ **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- ~~4.9.~~ **Services.** The Services to be provided under this Service Agreement No. 2 are described in Exhibit B attached hereto.
- ~~5.10.~~ **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- ~~6.11.~~ **Term.** The term of this Service Agreement No. 2 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 2. County shall have the option to renew this Service Agreement No. 2 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the

original term of this Service Agreement No. 2 and any renewal of the Service Agreement No. 2.

7.12. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~T~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

13. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8.14. Service Levels. Service levels for the Services will be included with reference to the Master Agreement. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

(a)(r) Definitions.

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~**Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may, ~~in addition to any other monetary remedies County may have, each time have,~~ for Service Provider's fails to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. ~~County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(s)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month,

quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(t) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.

~~(d)~~(u) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ include the remedies defined in this Service Agreement No. 2 and the Master Agreement.

~~(e)~~(v) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e.,  $0.4005$  or  $405\%$ ). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~ the Parties ~~may~~ adjust the Service Level Weights, as the Parties County deems appropriate by mutual agreement.

~~(f)~~(w) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~total~~ Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (~~205~~ $\%$ ) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed ~~tenfive~~ percent (~~405~~ $\%$ ) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(x) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will

be multiplied times ~~twenty~~five percent (~~20~~5% = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the ~~last~~last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~ten percent (~~20~~10% = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twenty~~five percent (~~20~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)(v)~~ **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was ~~last~~ evaluated are both Unsatisfactory, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times 4~~0~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~five percent (~~10~~5%) of Service

Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)~~(z) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (vi) any acts or omissions by third parties that disable or materially interferes within Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 2, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and worldwide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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**EXHIBITS TO BUSINESS MANAGEMENT SUPPORT**

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Agreement**

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## **Exhibit A**

### **Key Positions**

- ~~1.5.~~ **County Contract Manager:** The County Contract Manager for the Master Agreement is John Hennessey.
- ~~2.6.~~ **Service Provider Contract Manager:** The Service Provider Contract Manager for the Master Agreement is \_\_\_\_\_.
- ~~3.7.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~4.8.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~5.9.~~ **Service Delivery Manager:** The Service Provider Service Delivery Manager for this Service Agreement is \_\_\_\_\_.
- ~~6.10.~~ **User Services Manager:** The Service Provider User Services Manager for this Service Agreement is \_\_\_\_\_.

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## Exhibit B

### Services

#### Business Management and Support

The Service Provider functions in all respects as the Data Services Department of the County and shall be responsible for its management and day-to-day operations; however, the County shall retain overall policy and direction setting for the Data Services Department. The Service Provider will provide business management services in support of the County's executive management including strategic and technical leadership, planning, consulting and the provisioning of operational management services in connection with the County's computing environment needs in order to monitor and control the delivery of the services identified in these Service Descriptions.

**Service  
Provider  
Staff**

8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Availability:**

**Summary of  
Activities:**

- Strategic operations management consulting and guidance
- Management recommendations in support of County's day-to-day service delivery programs
- Management of external computing and technology related Service Provider relationships
- Strategic technical leadership, planning, consulting and guidance
- Assist the County in the maintenance of and improvement of communication between Data Services and the user community
- Assistance to County Contract Manager in the implementation of policies and procedures governing the access, administration, use, and control of County's information resources
- Operational leadership, planning, consulting and guidance in the area of data services
- Project management of applications and computing improvement projects
- Development of operations policies and procedures in connection with

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County's computing systems

- Implement management reporting mechanisms
  - Development of Data Services policies and procedures
  - Provide tools for measuring and monitoring Service Provider's and therefore Data Services performance
  - Management of third party contracts, such as software, hardware and network suppliers
- Process Outputs:**
- Account Management Reports
  - Strategic Planning Reports
  - Project Status Reports for application and computer improvement activities
  - Documentation of Data Services policies and procedures

**Responsibility Matrix for Business Management & Support**

Activity	County	Vendor
Supervise the day-to-day operations		✓
Manage third party vendors		✓
Ensure third party contractor compliance with service levels		✓
Monitoring and measurement of data services		✓
Maintenance contract on all equipment	✓	
Provide status reporting and attend monthly meetings		✓
Provide project progress report		✓
Organize a quality review meeting twice per year and invite account manager		✓
Development of data services policies and procedures	✓	✓
Develop functional and/or technical requirements and plans	✓	✓
Approve functional and/or technical requirements	✓	
Produce and distribute a monthly invoice for services provided		✓
Escalate billing disputes to the executive committee	✓	✓

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Exhibit C

Charges

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]

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Dallas County  
Schumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

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## Exhibit D

### **Service Level Information for Business Management and Support**

#### **1. Service Delivery Improvements**

**Objective:** To further innovation, creativity and use of technology within the County organization.

**Definition:** Service Delivery Improvements Report is designed to assist in ensuring that the implicit benefit of efficiency and effectiveness, when hiring a professional organization to provide specified services, is actually obtained as a part of the agreement. Among other things, the County believes that the Service Provider has been engaged to assist County in developing meaningful recommendations that will, for example; reduce cost and/or prevent County from additional spending, improve service delivery and/or reduce complexities in existing processes.

**Method:** Data Capture: County will record the number of recommendations submitted and will process those recommendations in the Service Delivery Improvements Report, according to the following procedure:

- Service Provider documents the recommendations and submits them to County.
- The recommendations will be discussed at the next Information Technology Oversight Committee (ITOC) meeting.
- County agrees to review and seriously consider each recommendation and will render an opinion as to its viability within ten business days of the most recent ITOC meeting.

**Metrics:**

Values	Description
Minimum Service Level	The Service Delivery Improvements Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 10th business day of the following calendar months,(February, May, August, November); (c) contain at least three (3) new recommendations.

**Indicator:**

Quality

**Responsibility:**

Service Performance: Service Provider responsible for providing Service Delivery Improvements Report to County Contract Manager.

**Period:**

Quarterly

**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Service Delivery Improvements Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Service Delivery Improvements Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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## 2. Strategic Plan

**Objective:** To facilitate effective communications between the Service Provider and County Management through the delivery of a Strategic Plan Report that has data points collected from various County departments.

**Definition:** The Strategic Plan Report is the document that fully informs the County regarding the overall strategic plan for the County Information Technology Services for the subsequent quarter.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Strategic Plan Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Strategic Plan Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 20th business day of the following calendar months, (January, April, July, October); (c) contain at least three (3) new recommendations.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing a Strategic Plan Report to County Contract Manager.

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**Period:** Quarterly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Strategic Plan Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Strategic Plan Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

### 3. Project Status Report

- Objective:** To facilitate effective communications between the Service Provider and County Management through the delivery of the Project Status Report.
- Definition:** The Project Status Report is the document that fully informs the County regarding detail status of all current projects.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Project Status Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Project Status Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 7th business day of each calendar month.

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing Project Status Report to County Contract Manager.
- Period:** Monthly
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice.



**4. Third Party Service Provider Management**

**Objective:** To facilitate effective communications between the Service Provider and County Management through (a) the delivery of the Licenses and Agreements Report; (b) maintaining a schedule of third party license renewal requirements; (c) and ensure the County Services are ~~is~~ in compliance, within applicable standards, for all licenses and agreements.

**Definition:** All licenses and agreements are managed by the Service Provider.

- Service Provider will contact product providers and obtain new or temporary license passwords three (3) months prior to product license password expiration.
- Service Provider will apply license passwords to the products at least thirty (30) days prior to product license password expiration.

**Method:** Data Capture: Licenses will be recorded and managed in accordance with Customer standards and the terms specified within the software license agreements and the Service Provider will maintain a repository of the information utilized in producing the Licenses and Agreements and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Licenses and Agreements Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 10th business day of June and December; (c) contain a summary of all licensed products, with license expiration dates, will be made available on a semi-annual basis; (d) provide listings of all product license expiring within the next three (3) months; (e) provide any additional costs associated with license renewal.

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<b>Indicator:</b>	Quality
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing updated Licenses and Agreements Report to County Contract Manager.
<b>Period:</b>	Semi-Annual
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**5. Policies & Procedures Enhance and Update**

**Objective:** To improve policies, procedures and processes, encourage innovation, creativity and use of technology within the County organization.

**Definition:** The Policies and Procedures Enhancement Report is designed to assist in ensuring that the implicit benefit of efficiency and effectiveness, when hiring a professional organization to provide specified services, is actually obtained as a part of the agreement. Among other things, the County believes that the Service Provider has been engaged to assist County in updating and enhancing the policies and procedures so to reduce cost and/or prevent County from additional spending, improve service delivery and/or reduce complexities in existing processes.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Policies and Procedures Enhancement Report. Service Provider documents the updated or enhanced policies or procedures and submits them to County.

**Metrics:**

Values	Description
Minimum Service Level	The Policies and Procedures Enhancement Report shall (a) conform to the template specified in the "Reports" section below; (b) be tendered by the 10th business day of the following calendar months,(January, April, July, October); (c) provide a concise summary of the enhancements for the previous quarter.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Policies and

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Procedures Enhancement Report to County Contract  
Manager.

**Period:** Quarterly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Policies and Procedures Enhancement Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Policies and Procedures Enhancement Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**APPENDIX C**

**SERVICE AGREEMENT NO. 3: FOR TRANSITION / MIGRATION SERVICES**

This Service Agreement No. 3 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a        corporation ("Service Provider") on        DATE, is hereby entered into and effective on the        day of       , 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.33. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.1. Services.** The Services to be provided under this Service Agreement No. 3 are described in Exhibit B attached hereto.
- 3.34. Inherent Services:** ~~Subject to As per the~~ Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6. any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.2. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.3. Term.** The term of this Service Agreement No. 3 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 3. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 3 and any renewal of the Service Agreement No. 3.
- 6.4. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and

conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 3.

7.5. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~¶~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

6. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8.7. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

#### Definitions.

~~(1)~~(a) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."

- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
- ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or ~~exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** ~~The amounts which County shall recover, in addition to any other monetary remedies County may have, each time have, for Service Provider's failures to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.~~ The amounts which County shall recover, in addition to any other monetary remedies County may have, each time have, for Service Provider's failures to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

~~(b)(aa)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month,

quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(bb) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.

~~(d)~~(cc) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ include the remedies defined in this Service Agreement No. 3 and the Master Agreement.

~~(e)~~(dd) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or ~~405%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~ the Parties ~~may~~ may adjust the Service Level Weights, as the Parties ~~County~~ deems appropriate by mutual agreement.

~~(f)~~(ee) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~Total~~ Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~Total~~ Quality Service Level Credits for any given month will not exceed ~~five ten~~ percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(ff) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will

be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~10 percent (~~2010%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (~~2005%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(h)(gg) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, ~~unless the resource range is exceeded by Service Provider.~~ (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~T~~total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~T~~total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~40~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~five percent (~~405%~~) of Service

Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(hh) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (vi) any acts or omission by third parties that disable or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 3, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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**EXHIBITS TO TRANSITION / MIGRATION SERVICES**

**SERVICE AGREEMENT**

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Agreement**

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**Exhibit A**

**Key Positions**

**Transition / Migration Project Manager**

- ~~1-11.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2-12.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3-13.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Provide task list here.].
- ~~4-14.~~ **User Services Manager:** The Service Provider User Services Manager shall [Provide task list here.].
- ~~5-15.~~ **Transition / Migration Project Manger:** The Service Provider Data Base Manager shall [Provide task list here.].

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## Exhibit B

### Services

#### Transition / Migration Services

The Service Provider will be required to perform migration and transition services for the initial migration of all the services to the Service Provider as well as subsequent increases or decreases in services or resource volume adjustments. Managing the transition of resources and processing in an efficient and cost effective manner with minimal operational impact, is a key concern for the County.

**Service Provider Staff Availability:** As Scheduled Per Event

**Summary of Activities:**

The Service Provider will be responsible for all aspects of managing transitions and coordinating the implementation of migrations, based on, but not limited to the following activities:

- Provide a plan that includes all task required to complete a successful migration
- Provide a timeline depicting major milestones and estimates for resources required
- Perform job shadowing with current IT personnel where practical, during the early stages of the transition
- Execute the migration plan as approved and scheduled by the County
- Perform a post migration review

**Process Outputs:**

- Migration Plan
- Successful execution of the Transition / Migration plan

### Responsibilities Matrix for Transition / Migration Services

Activity	County	Service Provider
Assign a transition team		✓
Develop a detailed transition plan		✓
Approve the transition plan	✓	
Hold status meeting and prepare report of milestones completed		✓
Approve successful execution of the transition plan per milestone completed	✓	
Identify critical staffing requirements	✓	✓
Employee orientations and career development interviews		✓
Provide facilities to accommodate the Schlumberger transition team, model office area and additional server/technical equipment storage	✓	
Assist with scheduling of awareness presentations to Dallas County staff	✓	
Define the change management processes	✓	✓
Provide list of software being utilized in the Dallas County environment	✓	
Define software and hardware standardization	✓	✓
Provide all policies and procedures written for day-to-day operations	✓	
Provide current security policies and procedures for the Dallas County environments	✓	

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]***

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## Exhibit D

### **Service Level Information for Transition / Migration Services**

#### **Transition / Migration Services**

##### **1. Development of Detailed Transition/Migration Plan**

**Objective:** To facilitate effective communications between the Service Provider and County Management through the development and delivery of a details transition/migration plan.

**Definition:** A **Detailed Transition/Migration Plan** is the mechanism used to review the necessary steps to move, migrate, or transition from one function, activity or location to another

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Detailed Transition/Migration Plan.

**Metrics:**

Values	Description
Minimum Service Level	Finalized Detailed Transition/Migration Plan is delivered no later than ___ days after original completion date.
Increased Impact Level	Finalized Detailed Transition/Migration Plan is delivered ___ days or later than original completion date.

**Indicator:** Critical

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**Responsibility:** Service Performance: Service Provider responsible for providing Detailed Transition/Migration Plan

**Period:** Per Event

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 2. Migration Milestones

- Objective:** To facilitate the successful transition/migration, the Service Provider will identify and achieve each migration milestone.
- Definition:** **Transition/Migration Milestones** are critical tasks, activities, or status with associated dates or entries in the project plan. Transition/Migration Milestones are used to measure the progress and status of the project.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the report showing the achievement of each milestone on the predetermined dates.

**Metrics:**

Values	Description
Minimum Service Level	____% of Milestones are met as projected.
Increased Impact Level	Production cutover date not met

- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Migration Milestone Report
- Period:** Per Event
- Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30)

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days notice.

**3. Transition Budget**

**Objective:** To monitor the cost of the transition project and facilitate effective communications between the Service Provider and County Management through the delivery of transition/migration budget reports.

**Definition:** The **Transition/Migration Budget Report** is the mechanism used to review the actual cost with the budget projection cost of the transition/migration project.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the transition/migration budget reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Transition/Migration Budget cost will not exceed ____% of original budget.
Increased Impact Level	The Increased Impact Level for the Transition/Migration Budget cost exceeds ____% of original budget.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Transition/Migration Budget Reports

**Period:** Per Event

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30)

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days notice.

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APPENDIX C

SERVICE AGREEMENT NO. 4: FOR DATA CENTER SERVICES

This Service Agreement No. 4 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a        corporation ("Service Provider") on DATE, is hereby entered into and effective on the        day of                                   , 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.35. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.14. Services.** The Services to be provided under this Service Agreement No. 4 are described in Exhibit B attached hereto.
- 3.36. Inherent Services:** ~~Subject to As per~~ the Master Agreement subpart II entitled "Working Relationship: Services;" ~~Article A. 6 any, any~~ services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.15. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.16. Term.** The term of this Service Agreement No. 4 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 4. County shall have the option to renew this Service Agreement No. 4 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 4 and any renewal of the Service Agreement No. 4.
- 6.17. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and

conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 4.

~~7~~18. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~¶~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

19. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

~~8~~20. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

~~(a)~~(ii) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service

Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may ~~in addition to any other monetary remedies County may have, each time have, for~~ Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; ~~they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(ii)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed ~~on the Service Agreement Effective Date.~~ Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(kk) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.

~~(d)~~(ll) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall include ~~shall include~~ the remedies defined in this Service Agreement No. 4 and the Master Agreement.

~~(e)~~(mm) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or ~~405%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and ~~do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~the Parties~~ County may adjust the Service Level Weights, as ~~the Parties~~ County ~~deems~~ appropriate by mutual agreement.

~~(f)~~(nn) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~total~~ Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed ~~tenfive~~ percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(oo) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (~~205%~~ = ~~0.2005~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level

Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twentyten~~ percent (~~2010%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(b)(pp) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resources range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be ~~5% of Service Provider's total charges for the applicable month~~ be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(excluding Pass-Through Expenses and Special Charges, if any); provided, however,~~ that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times 4010% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~tenfive~~ percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(j)~~(qq) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County ~~or its suppliers~~, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, ~~(iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems;~~ ~~or~~ (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 4, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO DATA CENTER SERVICES

SERVICE AGREEMENT

<b>Exhibit A</b>	<b>Key Positions</b>
<b>Exhibit B</b>	<b>Services</b>
<b>Exhibit C</b>	<b>Charges</b>
<b>Exhibit D</b>	<b>Service Level Information</b>
<b>Exhibit E</b>	<b>Transferred Equipment</b>
<b>Exhibit F</b>	<b>Customer Facilities and Equipment</b>
<b>Exhibit G</b>	<b>Third Party Contracts and Third Party Software</b>
<b>Exhibit H</b>	<b>Customer Software</b>
<b>Exhibit I</b>	<b>Service Provider Software</b>

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**Exhibit J      Termination/Expiration Assistance**

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**Exhibit A**

**Key Positions**

- ~~1~~-16. **County Contract Manager:** The County Contract Manager for the Master Agreement is John Hennessey.
- ~~2~~-17. **Service Provider Contract Manager:** The Service Provider Contract Manager for the Master Agreement is \_\_\_\_\_.
- ~~3~~-18. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~4~~-19. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~5~~-20. **Service Delivery Manager:** The Service Provider Service Delivery Manager for this Service Agreement is \_\_\_\_\_.
- ~~6~~-21. **User Services Manager:** The Service Provider User Services Manager for this Service Agreement is \_\_\_\_\_.

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## **Exhibit B**

### **Services**

#### **Data Center Services**

The Service Provider has complete responsibility for the overall management and operation of all centralized and distributed environments. Ongoing operational and systems management requirements include, but are not limited to, the following areas:

- Mainframe, mid-range and distributed systems
- Centralized and distributed storage environments (including backup and recovery)
- Capacity planning and performance tuning
- Printing services (daily reports and distribution)
- Operations support and production support such as scheduling, abend resolution, job restart
- Proactive monitoring of mainframe, mid-range and distributed systems
- Security administration for mainframe, servers, and PCs
- Groupware services
- Operating systems such as MVS, Unix, AIX, NT, Novell
- Server services for mail, file and print
- Asset management of the County's hardware and software
- Change management and problem management processes and procedures
- Physical and logical database support

Service Provider will initiate prompt and appropriate corrective action to rectify any performance or availability failures in order to return the County's processing to the desired functional and operational state. The Service Provider will ensure all appropriate performance and measurement data is collected for reporting actual service delivery statistics.

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The Service Provider has primary responsibility for developing and maintaining strict security processes and procedures for the protection of the County's electronic and physical assets under control of Service Provider. While it is Service Provider's responsibility to grant access to County's physical and electronic environments, it remains County's responsibility to approve all requests for access.

Service Provider will provide an initial Capacity Baseline Report to the County. A Capacity Management Plan will be developed within 90 days after startup with Quarterly Capacity Forecast Reports being delivered thereafter. As an ongoing process, Service Provider will notify County during the monthly Capacity Planning meeting, when the systems, hardware, systems software, application software or any portion is being used to a capacity at which the County should consider any upgrade, enhancement or addition to prevent the failure to meet performance standards. Detailed reports will be delivered to the County that presents the current status.

The Service Provider is responsible for providing technical support in the form of consultation, problem determination, and general assistance to the County data processing users. The goal of this function is to provide the benefit of systems programming knowledge and expertise to the County data services users. This will be delivered by developing policies and procedures for access to the support staff, reply and escalation procedures for inquiry follow-up and tracking, management reports for identifying educational needs and providing statistics and information in the form of management reports for County to evaluate the performance of technical services.

The Service Provider is responsible for ensuring stable, predictable and reliable operating level and systems software. Included in this responsibility are the installation, testing, upgrading and maintenance of all operating level and systems software.

**Service Provider Staff Availability:** 7 x 24

**Summary of Activities:**

- Manage and operate the development, test, and production processing environments;
- Provide and utilize problem management procedures for, but not limited to, reporting, problem determination, tracking, escalation, notification, and root cause analysis
- Provide the County a processing environment that is secure and hardened; enforce and administer the County's security procedures and policies; support and maintain security software; provide physical security administration for centralized processing; and cooperate with third party audits
- Provide systems management for centralized and distributed systems by monitoring system console functions; report and

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respond to all system resources and LAN/WAN events and alerts

- Provide production control and batch schedule management on a 7 x 24 basis to create, edit, move, schedule and control jobs and processes
- Provide backup and recovery for centralized and distributed environments
- Provide and utilize documented change management procedures based on the County's requirements
- Provide capacity planning and performance tuning for centralized and distributed environments
- Provide asset management services for County hardware and software; update asset database when any assets are moved or otherwise modified, with new hardware and software data, and purge returned/retired assets from database in accordance with County's asset disposal policy
- Provide management for media storage for all mainframe and servers; monitor and report on all DASD and Tape utilization
- Provide print management services for all reports and printed output and maintain a secure physical environment
- Develop, document, and enhance standards and procedures in conjunction with the County; and provide methodologies for the enforcement of these standards covering but not limited to job control language, recovery & naming standards

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**Process  
Outputs:**

- Standard monthly service level attainment reports
- Root Cause Analysis report for all Critical Incidents
- Capacity Planning monthly report including DASD and Tape Utilization
- Capacity Forecast Reports
- Capacity Planning Initial Baseline Report
- Performance and availability reports
- Security access reports and audit reports
- Scheduling reports
- Job status reports
- Procedures Manual
- Configuration, Topology and Inventory (Asset Management) documents for centralized environment, distributed environment, WAN environment and LAN environment
- Asset Management Reports

### Responsibilities Matrix for Data Center Services

Activity	County	Service Provider
Backup schedules, retention	✓	✓
Batch processing and end user schedules	✓	✓
Automated "lights out" batch processing		✓
Operations hours of operation	✓	✓
Printing schedules and economies of scale	✓	✓
Capacity planning (mainframe and client server)	✓	✓
Hardware refreshes	✓	✓
Automatic "roll back" databases		✓
Asset tagging of all IT equipment		✓
Assist in disaster recovery planning and execution	✓	✓
Management reporting		✓

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]***

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## Exhibit D

### **Service Level Information for Data Center Services**

#### **Data Center Service**

##### **1. Production Batch Processing**

- Objective:** To monitor the Production Batch schedules and facilitate effective communications between the Service Provider and County Management through the delivery of Production Batch service levels.
- Definition:** **Production Batch Processing** is (a) executing scheduled and non-scheduled production batch jobs; (b) monitoring and maintaining mainframe and server availability and performance to ensure the timely completion of the batch processing cycle; (c) completing the batch processing cycle so that online processing is timely initiated.
- Daily Production Batch Schedule** is the daily schedule of Scheduled Production Batch Jobs including normal start and end times. **Scheduled Production Batch Jobs** are the jobs that are pre-scheduled in the Dallas County automated scheduling system with predetermined time-date activities.
- Non-Scheduled Production Batch Jobs** are the jobs that are not pre-scheduled in the Dallas County automated scheduling system.
- Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Production Batch statistic, used to calculate the monthly service level reports and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	Completion of the Daily Production Batch Schedule is not missed more than ____ times per month
Increased Impact Level	Completion of the Daily Production Batch Schedule is not missed more than ____ times per month

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Production Batch Processing Report

**Period:** Monthly

**Hours of Operation:** 7 x 24

**Resource Range:** Number of Production Batch Jobs per month

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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## 2. Online Availability

<b>Objective:</b>	The Service Provider will measure the availability of the County online applications to all mainframe users.						
<b>Definition:</b>	<p><b>Hours Available</b> is the number of hours per month when one or more mainframe application are scheduled to be available to and usable by all users throughout the County to perform transactions and update their files.</p> <p><b>Hours Unavailable</b> is the number of hours per month when any mainframe application is either not available or not usable when scheduled.</p> <p>The <b>Online Availability Ratio</b> is calculated using the following formula:  <math>(\text{Hours Available} - \text{Hours Unavailable}) / \text{Hours Available}</math>.</p>						
<b>Method:</b>	<b>Data Capture:</b> The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th>Values</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the Online Availability Ratio is .</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Service Level for the Online Availability Ratio is .</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the Online Availability Ratio is .	Increased Impact Level	The Increased Impact Service Level for the Online Availability Ratio is .
Values	Description						
Minimum Service Level	The Minimum Service Level for the Online Availability Ratio is .						
Increased Impact Level	The Increased Impact Service Level for the Online Availability Ratio is .						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Online Availability Report						
<b>Period:</b>	Monthly						

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**Hours of Operation:** 7 am – 6 pm, Monday – Friday

- Mainframe maintenance – One Sunday per month, 1 pm – 5 pm
- RS6000 Servers maintenance – Two Sundays per month, 1 pm – 5 pm (Per published schedule)

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

### 3. Online Response Time (Internal)

**Objective:** To monitor the response time for all online application and facilitate effective communications between the Service Provider and County Management through the delivery of monthly service level reports.

**Definition:** The **Online Response Time Ratio** is the fraction of the time (or equivalent percentage of time) that online transactions are completed internally in less than 2 seconds for RS6000 server transactions and in less than 1 second for all other mainframe transactions, as measured utilizing system management tools.

**Method:** Data Capture: The Service Provider will develop a repository of all the information to produce the Production Online Response Time statistics and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	___ % of mainframe transactions < 1 sec.
	___ % of RS6000 server transactions < 2 sec.
Increased Impact Level	___ % of mainframe transactions < 1 sec.
	___ % of RS6000 server transactions < 2 sec.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Online Response Time Reports

**Period:** Monthly

**Hours of Operation:** 7 am – 6 pm, Monday – Friday

- 
- Mainframe maintenance – One Sunday per month, 1 pm – 5 pm
  - RS6000 Servers maintenance – Two Sundays per month, 1 pm – 5 pm (Per published schedule)

**Resource Range:** Number of transactions per month

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

#### 4. Distributed Systems Availability

<b>Objective:</b>	The Service Provider will measure the availability of the County Distributed Systems (Servers) connected to the County network.						
<b>Definition:</b>	<p><b>Hours Available</b> is the number of hours per month when one or more distributed systems are scheduled to be available to and usable by users throughout the County.</p> <p><b>Hours Unavailable</b> is the number of hours per month when any distributed system is either not available or not usable when scheduled.</p> <p>The <b>Distributed Systems Availability Ratio</b> is calculated using the following formula: (Hours Available – Hours Unavailable) / Hours Available.</p>						
<b>Method:</b>	<b>Data Capture:</b> The Service Provider will use any necessary system tools and utilities available, to determine the time at which the outage occurred. Unscheduled outages are recorded and will appear on the monthly outage report. Details of the date and time, the total elapsed time of the outage, and the reason for the outage will be in this report.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th>Values</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the Distributed Systems Availability Ratio is .</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Level for the Distributed Systems Availability Ratio is ____.</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the Distributed Systems Availability Ratio is .	Increased Impact Level	The Increased Impact Level for the Distributed Systems Availability Ratio is ____.
Values	Description						
Minimum Service Level	The Minimum Service Level for the Distributed Systems Availability Ratio is .						
Increased Impact Level	The Increased Impact Level for the Distributed Systems Availability Ratio is ____.						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Distributed Systems Availability Reports						
<b>Period:</b>	Monthly						
<b>Hours of Operation:</b>	7:00 am to 6:00 pm in update mode 6:00 pm to 7:00 am in read only mode						

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**5. Production Report Distribution**

**Objective:** To monitor the distribution of County production reports and facilitate effective communications between the Service Provider and County Management through the delivery of the Production Reports.

**Definition:** **Production Reports** are those reports produced from production jobs that are printed in the 5<sup>th</sup> floor County Data Center Print Room.

Production Report distribution - Monitoring and maintaining a log for reports that are produced via mainframe and server processing and are printed in the County Data Center Print Room.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the report distribution reports.

<u>Report Name</u>	<u>Delivery Time</u>
[To be completed during transition]	07:00

**Metrics:**

Values	Description
Minimum Service Level	____ % of all Reports will be available in the Print Distribution Area by 7:00 am Monday – Friday and will not miss more than two (2) times per period

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Production Report Distribution Reports

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**Period:** Monthly

**Hours of Operation:** 7 x 24, 365

**Resource Range:** Number of Report Printed per day

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**6. Root Cause Analysis**

**Objective:** To determine root cause of problems that the County determines is critical or chronic nature and facilitate effective communications between the Service Provider and County Management by delivery of Root Cause Analysis Reports.

**Definition:** **Root Cause Analysis** – a process that goes beyond the superficial issues surrounding a problem to determine the basic cause(s) and/or reason(s) for the current malfunction, error, or failure.

**Method:** Data Capture: The Service Provider will follow an agreed upon process for Root Cause Analysis and will produce the Root Cause Analysis report.

**Metrics:**

Values	Description
Minimum Service Level	Root Cause Analysis Report will be produced within seven (7) business days of the occurrence ___ % of the time

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Root Cause Analysis Report

**Period:** Each Occurrence

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 7. Data Backup and Restore

**Objective:** To ensure that County defined system and business-critical customer data is backed up and/or archived according to defined schedules or criteria and to minimize the business impact of any loss of or corruption to the original data, while maintaining maximum availability of the data to business applications.

**Definition:** A data backup is the creation of a copy of County data as of a specifically defined point in time. The **Full Data Backup** is the creation of a complete copy of all County data as of a specifically point in time. The **Daily Data Backup** is the daily incremental backup performed to backup all changes to County data since the last Full Data Backup or Daily Data Backup whichever occurred last. All backups must constitute an accurate and complete copy of the data to which they are directed.

**Method:** Data Capture: SMF, DFHSM, or other system activity and storage reporting utility software

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level is met when all Full Data Backups and Daily Data Backups are properly performed as scheduled during the month.
Increased Impact Level	The Increased Impact Level is met when more than one (1) regularly scheduled backup (Full Data Backup or Daily Data Backup) is not properly performed as scheduled during the month.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Data Backup and Restore Reports

**Period:** Monthly

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**Hours of Operation:** 7 x 24, 365

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 8. Capacity Planning

**Objective:** To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of monthly Capacity Planning reports.

**Definition:** **Capacity Planning** - Monitoring mainframe, server, and peripheral capacity and produce appropriate statistical data

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Planning Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Monthly Capacity Planning Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Capacity Planning Report

**Period:** Monthly

**Hours of Operation:** 7 x 24, 365

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**9. Capacity Forecast**

**Objective:** To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Forecast Report.

**Definition:** **Capacity Forecast** - Monitoring mainframe, distributed systems, and peripherals to provide appropriate statistical reporting showing the current system usage and trend graphics with forecast based on growth needs of the County.

**Method:** Data Capture: The Service Provider will develop a repository of the information (a) showing current system usage for all mainframe and Distributed Systems Servers (b) providing usage and trend graphics; (c) and to show forecast based on growth input from the County to produce the Capacity Forecast Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Capacity Forecast Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Capacity Forecast Reports

**Period:** Quarterly

**Hours of Operation:** 7 x 24, 365

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 10. Capacity Planning Baseline

- Objective:** To monitor the capacity usage for all mainframe, distributed systems, and peripherals to facilitate effective communications between the Service Provider and County Management through the delivery of the Capacity Baseline Report
- Definition:** **Capacity Planning Baseline** - Monitoring all mainframe, distributed systems, and peripherals to provide appropriate statistical reporting showing the current system usage.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Capacity Baseline Report.

**Metrics:**

Values	Description
Minimum Service Level	Provide initial report with 60 days after Commencement date. Provide annual report by April 1
Increased Impact Level	Provide initial report with ___ days after Commencement date.

- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Capacity Planning Baseline Report
- Period:** Annual
- Hours of Operation:** 7 x 24, 365
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**11. Media Management**

**Objective:** To facilitate effective communication between the Service Provider and County Management, and to fully inform the County, regarding the actual use of all tape and DASD storage media in use for the County.

**Definition:** The Media Management Report is designed to assist in ensuring that the tape and DASD usage is managed efficiently and effectively. This report should identify inefficient use of all media types and provide recommendations to reclaim storage (tape and DASD) in an effort to reduce or eliminate future expense.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Media Management Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Media Management Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Media Management Report

**Period:** Monthly

**Hours of Operation:** 7 x 24, 365

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 12. Security Access - Physical

**Objective:** To ensure consistent high quality resolution for Security Access request to the physical buildings throughout Dallas County.

**Definition:** **Physical Security Access Request (PSAR)** is the request by County personnel or contractors for access to the numerous County facilities where entrance is protected by badge readers. Access to County facilities may require several levels of signature approval and possible background check before access is granted. This approval process is managed by the County. The Service Provider will record and track all Physical Security Access Request. The **PSAR Performance Ratio** is the number of PSAR's completed in three (3) business days divided by the number of PSAR's to be responded to during the month.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Physical Security Access Request Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the PSAR Performance Ratio is ____%
Increased Impact Level	Each PSAR will be completed within five (5) business days after appropriate approvals ____% of the time

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Physical Security Access Request Report

**Period:** Monthly

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

### 13. Security Access - Data

<b>Objective:</b>	To ensure consistent high quality resolution for Security Access request to the data (e.g., dataset, database, table access) in both the test and production environment for Dallas County.						
<b>Definition:</b>	<b>Data Security Access Request (DSAR)</b> is the request by County personnel or contractors for access to County data, files and tables where access is control by the IT Department. Access to County data, files and tables may require several levels of signature approval before access is granted. This approval process is managed by the County. The Service Provider will record and track all Data Security Access Request. The <b>DSAR Performance Ratio</b> is the number of DSAR's completed in three (3) business days divided by the number of DSAR's to be responded to during the month.						
<b>Method:</b>	Data Capture: The Service Provider will develop a repository of the information to produce the Security Access-Data Report and will provide the detail to the County Contract Manager as requested.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th>Values</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the DSAR Ratio is</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Service Level for the DSAR Ratio is</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the DSAR Ratio is	Increased Impact Level	The Increased Impact Service Level for the DSAR Ratio is
Values	Description						
Minimum Service Level	The Minimum Service Level for the DSAR Ratio is						
Increased Impact Level	The Increased Impact Service Level for the DSAR Ratio is						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<p><u>Service Performance:</u> Service Provider responsible for providing Transition Budget Reports</p> <p><u>Compliance Management:</u> Service Provider provides reporting and analysis for this service level.</p>						
<b>Period:</b>	Monthly						
<b>Hours of Operation:</b>	8am – 5pm Monday – Friday CST, plus pager support 7 x 24						
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager						

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for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

#### 14. Unscheduled System Outage

**Objective:** To monitor system availability and facilitate effective communications between the Service Provider and County Management regarding system availability.

**Definition:** System Availability provides an indication of County personnel productivity in terms of County applications being available for use. **Monthly Scheduled Downtime** is hours of time system functionality is unavailable to users during the applicable month as per the annual County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that system functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **System Availability Ratio** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) / Monthly Scheduled Time.

**Method:** Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the System Availability Ratio.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the System Availability Ratio is .
Increased Impact Level	The Increased Impact Service Level for the System Availability Ratio is .

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing System Availability Report

**Period:** Monthly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider

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Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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## 15. System Software Currency

**Objective:** To facilitate effective communications between the Service Provider and County Management through (a) the delivery of the System Software Report; (b) maintaining a schedule of system software license renewal requirements; (c) ensure that the County systems software are current to the agreed upon levels; (d) and ensure the County is in compliance, within applicable standards, for all system software licenses.

**Definition:** All system software licenses are managed by the Service Provider.  
  
Service Provider will contact product providers and obtain the appropriate patches, upgrades, passwords, and documentation six (6) months prior to the planned implementation.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the System Software Currency Report and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the System Software Currency Ratio is

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing System Software Currency Report

**Period:** Annual

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County

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Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report will be agreed to by the Parties not later than October 31st of the preceding calendar year.

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## **Exhibit F**

### ***Customer Facilities and Equipment***

#### ***Centralized Services***

The data center is located at 509 Main Street, Dallas, Texas 75202, on the fifth (5) floor of the Records Building. The mainframe and centralized servers are housed at this location and the business of the County is processed at this site. Additionally, the County supports tax processing and collections for numerous entities including the Dallas Independent School District and City of Dallas from this site.

The fifth (5) floor data center processes several of the County's systems and applications on an IBM 9672-RB5. There are two LPAR's on this 2-way processor, one production and one test. The combined system utilization is 60% with the production LPAR using 90 %. This 2-way box is configured with 24 ESCON, 12 parallel channels, 2 Gb of memory. The DASD configuration of 863 GB of storage is on IBM 9395/9394 RAMAC. The DASD is 40% utilized. IBM's RMM controls the 26,500 tapes on-site, and 1,095 tapes off-site tape library. There are 18,350 tape mounts per month. These are mounted on HDS 7480 cartridge drives (3480 type) and Memorex reel drives (3420 type). Additionally, there is a print room located on the fifth floor adjacent to the computer room. The output is 10,000 lines of print per month; the printers are Siemens 2200-3 laser printer and IBM 4245-001 line printer. The functions performed include printing and distribution of reports.

Additional centralized computing includes IBM RS/6000's with an IBM 7337-306 DLT Library. A detailed list of the hardware can be found in Appendix 1. All hardware is owned by the County, except the IBM 9672-RB5, which is leased. The current vendor manages all in-scope hardware and software maintenance contracts. The County has financial responsibility for all in-scope software licenses and associated maintenance contracts.

Telecommunication links, lines, circuits, etc. are paid for directly by the County. Other than financial advantage, there is no reason for the County to have these services in the County's name.

The terminals in use by the County are 3270 terminals and plug compatibles linked to the mainframe via cluster controllers. These controllers are IDEA/Courier 9442 Local and Remote Terminal control units (BTAM) attached to an AT&T COMTEN 5620 Communications Controllers with SNA and bisync modems. There is a Network Systems RDS controller (remote device support) and a Hydra 3000 Communications Protocol Converter. The rest of the network uses a pair of IBM 3044 Fiber Optic Channel Extenders, CISCO 7200 SNA router (3270 emulation), FENET-2 OSA card to Ethernet T100, and some 3174 Control Units for a Token Ring to 3 SAA Gateways. The majority of the personal computers in use by the County are connected via hubs and routers operating in a Novell environment. There are some NT networks within the County. A network diagram can be found in Appendix 4 and the list of network equipment can be found in Appendix 3.

The facilities in use include raised floor space (3897 sq ft) located downtown on the fifth floor of the Dallas County Records Building. This raised floor includes 840 sq ft utilized for tape storage. The computer room has a total of 1.6 KVA and a UPS rated for 374KW (usage is approximately 60KW). The cooling capacity is 95 tons. Also on the fifth floor is 9558 sq ft of office space used primarily for IT personnel. Additionally, there is 2325 sq ft of office space located on the third floor that is also used by IT personnel. There is a server room located on the first floor of the Crowley Courts building with raised floor of 504 sq ft. Located in the basement of the Lew Sterrett building is another 320 sq ft of raised floor space. The County owns the in-scope facilities; these facilities are available for use by the Vendor. There are no current issues that require an alternate use for these facilities and therefore would continue to be available.

The current outsourcer employs on-site staff of approximately 60 management, administrative, technical, operational, and support personnel. In-scope IT personnel who are employees of the current outsourcing vendor could be made available for transfer subject to certain terms and conditions of the current agreement.

#### A 1.1 File Server Table

Server Name	Network OS	Make	Model	RAM	Disk Space	Location	Speed
ABS1	Novell Netware 4.11	Dell	4200	256M	18GB	5th floor of records building	10/100
ABS2	Novell Netware 4.11	DELL	4300	1GB	18GB	5th floor of records building	10/100
ADMIN_EMAIL	Novell Netware 4.11	DELL	4300	1GB	18GB	5th floor of records building	10/100
CDSERVER	Novell Netware 4.11	DELL	2300	512M	9GB	5th floor of records building	10/100
County_Clerk_2450	Novell Netware 5.1	DELL	2450	1GB	36GB	Crowley Courts Building	T-1
COMMSERV	Novell Netware 4.11	COMPAQ	Prosignia 300	64M	1.8GB	4th Floor George Allen	10/100
COURTS	Novell Netware 4.11	COMPAQ	Prosignia 300	96M	1.8GB	4th Floor George Allen	10/100
DA_APPELLATE	Novell Netware 4.11	DELL	2300	512M	9GB	Crowley Courts Building	T-1
DCJD	Novell Netware 4.11	DELL	PE4300	1GB	18GB	2nd floor Henry Wade	T-1

Server Name	Network OS	Make	Model	RAM	Disk Space	Location	Speed
DCJD_DA	Novell Netware 4.11	DELL	PE2450	1GB	18GB	2nd floor Henry Wade	T-1
DCJD-2	Novell Netware 4.11	DELL	SP466	64M	2GB	Youth Village	128K
DCJD-3	Novell Netware 4.11	DELL	2200	128M	2GB	Cliff House	512K
DISTRICT_CLERK	Novell Netware 4.11	DELL	6300	1GB	18GB	Ground floor George Allen	10/100
FAM_CT_SVS	Novell Netware 4.11	DELL	4300	1GB	18GB	Basement George Allen	10/100
FAM_DIST_CT	Novell Netware 4.11	A/OPEN	BG45AP5VM	96M	2GB	Basement George Allen	10/100
FAMV	Novell Netware 4.11	DELL	4100\200	256M	18GB	Crowley Courts Building	T-1
FCCB_DA	Novell Netware 5.1	DELL	PE6300	1GB	18GB	Crowley Courts Building	T-1
FCCB_DA_BMGR	Novell Netware 5.1	DELL	PE2450	1GB	18GB	Crowley Courts Building	T-1
FCCB_DA_CITRIX	Windows NT-Citrix	DELL	PE2450	1GB	18GB	Crowley Courts Building	T-1
FCCB_DATRAINING	Novell Netware 5.1	DELL	PE2450	1GB	18GB	Crowley Courts Building	T-1
FCCB_DA_SQL	Windows NT 4.0 SRV	DELL	PE4400	1GB	18GB	Crowley Courts Building	T-1
FCCB_EMAIL	Novell Netware 4.11	DELL	4300	1GB	18GB	Crowley Courts Building	T-1
FCCB_FMS	Novell Netware 4.11	DELL	2400	512M	9GB	Crowley Courts Building	T-1
FCCB_PROCOM	Novell Netware 4.11	DELL	2200	128M	2GB	Crowley Courts Building	T-1
FCCB1	Novell Netware 4.11	DELL	4200	256M	18GB	Crowley Courts Building	T-1
GACB_EMAIL	Novell Netware 4.11	DELL	4300	1GB	18GB	5th floor of records building	10/100
GVMMAIL	Novell Netware 4.11	DELL	2300	512M	9GB	5th floor of records building	10/100
HHS_EMAIL	Novell Netware 4.11	DELL	4300	1GB	18GB	HHS	T-1
HS01	Novell Netware 4.11	DELL	4100/4200	128M	9GB	HHS	T-1
JJC_EMAIL	Novell Netware 4.11	DELL	PE4300	1GB	18GB	2nd Floor Henry Wade	T-1
JP21_FBR	Novell Netware 4.11	DELL	2200	128M	2GB	Farmer's Branch	256K
JP22_IRV	Novell Netware 4.11	DELL	2200	128M	2GB	Irving	256K
JP31_DAL	Novell Netware 4.11	DELL	2200	128M	2GB	Dallas	256K

Server Name	Network OS	Make	Model	RAM	Disk Space	Location	Speed
JP32_RICH	Novell Netware 4.11	DELL	2200	128M	2GB	Richardson	256K
JP4_GAR	Novell Netware 4.11	DELL	2200	128M	2GB	Garland	T-1
JP51_MES	Novell Netware 4.11	DELL	2200	128M	2GB	Mesquite	256K
JP52_GRP	Novell Netware 4.11	DELL	2200	128M	2GB	Grand Prairie	256K
JP52_LAN	Novell Netware 4.11	DELL	2200	64M	2GB	Lancaster	256K
JP61_62_DAL	Novell Netware 4.11	DELL	2200	128M	2GB	Dallas	256K
JP7_DAL	Novell Netware 4.11	DELL	2200	128M	2GB	Dallas	256K
JP81_82_RLT	Novell Netware 4.11	DELL	2200	128M	2GB	RL Thornton	256K
SAA1	Novell Netware 4.11	DELL	GX1	128M	4GB	5th floor of records building	10/100
SAA2	Novell Netware 4.11	DELL	Gn+	128M	4GB	5th floor of records building	10/100
SAA3	Novell Netware 4.11	DELL	GX1	128M	4GB	5th floor of records building	10/100
SCT_DALLAS	Novell Netware 4.11	DELL	4200	256K	18GB	5th floor of records building	10/100
TRAIN_SERVER	Novell Netware 4.11	DELL	2300	512M	9GB	5th floor of records building	10/100
ADMINCOMM	Windows NT 3.51 SRV	DELL	4300	1GB	18GB	5th floor of records building	10/100
CO_DALLAS	Windows NT 4.0 SRV	DELL	2300	512M	9GB	3rd floor of records building	10/100
IPROXY1	Windows NT 4.0 SRV	DELL	Gn+	128M	4GB	5th floor of records building	10/100
IPROXY2	Windows NT 4.0 SRV	DELL	2300	512M	9GB	5th floor of records building	10/100
IPROXY4	Windows NT 4.0 SRV	DELL	2300	512M	9GB	5th floor of records building	10/100
SCT_CDROM1	Windows NT 4.0 SRV	JES	0076-1	N/A	N/A	5th floor of records building	10/100
DALLAS_RNM	Windows NT 4.0 SRV	DELL	XPS R400	1GB	2GB	5th floor of records building	10/100

Dallas County  
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Commercial in Confidence

SBP-1A-162-0099-01-35795

Server Name	Network OS	Make	Model	RAM	Disk Space	Location	Speed
STD	Novell Netware 4.11	DELL	4300	1GB	18GB	5th floor of records building	10/100
FINPRDA1	Windows NT 4.0 SRV	IBM	7000	1GB	14GB	5th floor of records building	10/100
FINPRDA2	Windows NT 4.0 SRV	IBM	7000	1GB	14GB	5th floor of records building	10/100
FINPRDA3	Windows NT 4.0 SRV	IBM	7000	1GB	14GB	5th floor of records building	10/100
FINDEVA1	Windows NT 4.0 SRV	IBM	7000	1GB	14GB	5th floor of records building	10/100
FINDEVA2	Windows NT 4.0 SRV	IBM	7000	1GB	14GB	5th floor of records building	10/100
WEBSERV	Windows NT 4.0 SRV	DELL	2300	512M	9GB	5th floor of records building	10/100
ELEPRDA1	Windows NT 4.0 SRV	DELL	4300	1GB	18GB	HHS Elections	T-1
ELEPRDA2	Windows NT 4.0 SRV	DELL	4300	1GB	18GB	HHS Elections	T-1
OPTICAL01	Windows NT 4.0 SRV	DELL	GXA	128M	4GB	HHS Elections	T-1
MEGAPROFILE	Windows NT 4.0 SRV	DELL	GX1	128M	4GB	HHS Elections	T-1
ELECTIONSPDC	Windows NT 4.0 SRV	DELL	GX1	128M	4GB	HHS Elections	T-1
SCT TEST	Novell Netware 4.11	DELL	2300	512M	9GB	3rd floor of records building	10/100
GWMAIL2	Novell Netware 4.11	DELL	4400	1GB	54GB	5th floor of records building	10/100
WINFRAME	Novell Netware 4.11	DELL	SP5133	128M	2GB	5th floor of records building	10/100
Y2KAPPS	Novell Netware 4.11	COMPAQ	2500	256M	2GB	5th floor of records building	10/100
VINES COMPUTER	Novell Netware 4.11	DELL	GX110	256M	4GB	5th floor of records building	10/100
KRONOS	Windows NT 4.0 SRV	IBM	5500	1GB	40GB	5th floor of records building	10/100
WEBSERV1 - KRONOS	Windows NT 4.1 SRV	IBM	5000	1GB	17GB	5th floor of records building	10/100

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Server Name	Network OS	Make	Model	RAM	Disk Space	Location	Speed
WEBSERV2 - KRONOS	Windows NT 4.0 SRV	IBM	5000	512M	17GB	5th floor of records building	10/100
FALCON	Novell Netware 4.11	DELL	GX1	128M	4GB	5th floor of records building	10/100

### Server RS/6000 Hardware Configuration

#### Production RS/6000 Database Server

COMPONENT	VALUE	DETAILS
Host Name	FINPRDDB	10.2.100.55
Model	S70	7017-S70
Operating System	AIX	AIX V4.3.2
Drives		
-Floppy	Yes	3.5 inch 1.44 Mb
-Tape	4mm	4 or 6 Gb Tapes
-CDROM	Yes	32 X
-Disk Drives	45 Gb internal	2 – 4.5 Gb, 2 – 18 Gb
SCSI Adapters	SCSI-2	2 – Integrated SCSI-2 Fast/Wide Adapters
Network	Ethernet	10/100 (PCI)
Memory	5 Gb	
Processor(s)	8 x 125 MHz	RS64A Processors
RAID Adapter		SSA Multi-Initiator/RAID EL Adapter
SSA DISK Subsystem	140Gb	32 – 9.1 Gb
Tape Library	Digital Linear Tape Library	Model 7337 - 306

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**Development RS/6000 Database Server 1**

COMPONENT	VALUE	DETAILS
Host Name	FINDEVDB	10.2.100.54
Model	H50	7026-H50
Operating System	AIX 4.3	AIX V4.3.2
Drives		
-Floppy	Yes	3.5 inch 1.44 Mb
-Tape	4mm	4 or 6 Gb Tapes
-CDROM	Yes	32 X
-Disk Drives	74 Gb internal	6 – 4.5 Gb, 1 – 9.1 Gb, 2 – 18 Gb
SCSI Adapters	SCSI-2	2 – Integrated SCSI-2 Fast/Wide Adapters
Network	Ethernet	10/100 (PCI)
Memory	3 Gb	
Processor(s)	4 x 332 MHz	604e Processors
Rack	System Rack	7014-S00

---

**Development RS/6000 Database Server 2**

COMPONENT	VALUE	DETAILS
Host Name	FINDEV2	10.2.100.58
Model	H50	7026-H50
Operating System	AIX 4.3	AIX V4.3.2
Drives		
-Floppy	Yes	3.5 inch 1.44 Mb
-Tape	4mm	4 or 6 Gb Tapes
-CDROM	Yes	32 X
-Disk Drives	90 Gb internal	2 – 9.1 Gb, 4 – 18 Gb
SCSI Adapters	SCSI-2	2 – Integrated SCSI-2 Fast/Wide Adapters
Network	Ethernet	10/100 (PCI)
Memory	1 Gb	
Processor(s)	2 x 332 MHz	604e Processors
Rack	System Rack	7014-S00

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**Development RS/6000 Database Server 3**

COMPONENT	VALUE	DETAILS
Host Name	DCRS6K	10.2.1.2
Model	R40	7015-R40
Operating System	AIX 4.3	AIX V4.3.2
Drives		
-Floppy	Yes	3.5 inch 1.44 Mb
-Tape	8mm	5 Gb
-CDROM	Yes	32 X
-Disk Drives	2.2 Gb internal	1 – 2.2 Gb
SCSI Adapters	SCSI-2	2 – Integrated SCSI-2 Fast/Wide Adapters
Network	Ethernet	10 (PCI)
Memory	2 Gb	
Processor(s)	8 x 332 MHz	604e Processors
Rack	System Rack	7014-S00
SSA Disk Subsystem	72 Gb	16 – 4.5 Gb

- Tape Detail: DLT model 7337-306, 550 tapes stored in computer room racks (no offsite storage)
- There are two backup processes:
  - 1) The "hot backup" runs six (6) nights a week
  - 2) The "cold backup" runs one (1) night a week

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## Mainframe Hardware Configuration

### LPAR CONFIGURATION

- Total Storage:  
2048mb Controlled 1536mb Exp 512mb HAS +20% for Dynamic
- Production LPAR:  
Controlled 1264mb Exp 448mb 90% not capped 2 processors
- Test LPAR :  
Controlled 192mb Exp 64mb 10% not capped 2 processors

### DASD

- IBM 9395/9394 RAMAC  
863 Gb
- Used and free space totals:  
40% used 60% free

### TAPE STATISTICS

- Monthly Tape Mounts:  
18,350
- Number of reels/cartridges in the on-site tape library:  
26,500
- Number of reels/cartridges in the off-site tape library:  
1,095
- Additional tape information:  
RMM is the tape management system used from IBM OS/390 software

### PRINTED MATERIAL

- 10,000 lines of print per month on all forms. 120,000 lines print annually all forms
- Onsite printing required by client to be able to pick up reports and distribute to departments first thing in the morning.
  - All reports for Dallas County departments are ready for pick by 07:30 am 7x24
  - Mail fulfilment requirements - Federal Express delivery of round reel tapes
  - Special print requirements - Mainframe Remote Printing done at JP and Tax Offices
  - No fiche requirements

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*DALLAS COUNTY MAINFRAME CONFIGURATION 2001*

Count	Make	Model	OS	Description
1	IBM	9672 - RB5	OS.390 2.7	2 way CPU, 24 ESCON, 12 parallel Channels, 2Gb memory, 1 Production LPAR, 1 Test LPAR
5	IBM	9394/9395 RAMAC		Emulating 3380's
3	IBM	9394/9395 RAMAC		Emulating 3390's Total DASD 863 Gb
1	IBM	3494		Automated Tape Library System
2	IBM	3490e		Cartridge Drives
12	HDS	7480		Cartridge Drives (Type 3480's)
2	Memorex	3221/3222		Reel Tape Drives (Type 3420's)
2	Siemens	2200-3		Laser Printers
1	IBM	4245-001		Line Printer
1	AT&T COMTEN	5620		Communications Controller with 5 SNA and 43 lines bisync w/ 100 remote modems locations (Type 3745)
50	IDEA/ Courier	9442		Local Terminal Control Units (all but 4 BTAM)
60	IDEA/ Courier	9442		Remote Terminal Control Units (BTAM)
3	Network Systems	RDS		Remote Device Support Controller. One host attached unit and 2 remote units
2	Hydra	3000		Communications Protocol Converters (one unit is out of service)
1	Hydra	SNA		Communications Protocol Converters (out of service)
1	IBM	3044		Fiber Optic Channel Extenders (Pair)
1	Cisco	7200		SNA Router (3270 emulation)
Dallas County Schulzberger Commercial in Confidence	FENET-2			OSA card to an Ethernet T100
3	IBM	3174		Control Units - Token Ring to 3 SAA

All Hardware is owned by Dallas County except for the IBM 9672 mainframe and it is on a Lease

- Lease term/financial detail for all leased hardware
  - IBM 9672 RB5 Monthly Lease 36 mo @ \$36,367.78 / mo - with IBM Credit Corp.

### Exhibit G

#### Third Party Contracts and Third Party Software

##### Mainframe Software

###### IBM Software

NAME	DESCRIPTON
ADSM 3.01	
CICS 2.1.2 & 4.1	
SDSF	
BTAM/SP 1.1	
PPFA 1.1	
OGL 1.1	
PSF 3.1	

##### OEM Software

NAME	DESCRIPTON
Code-1 2.4	

Syncsort 3.7	Internal sort utility
MailStream 2.4	Mail utility
RDS/ESA 4.01	Report distribution utility
Oasis 2.10	System utility
AutoSys 4.50	System utility
AutoAction 3.40	System utility
AutoRerun 2.40	System utility
ViewDirect 6.1	System utility
Catalog Solutions 8.3	System utility
<b>NAME</b>	<b>DESCRIPTION</b>
VSAM Quick Index 4.3	System utility
Performance Solutions 2.2.2	System utility
VSAMTUNE 3.3	Software utility
EasyTrieve 6.2	Report writer utility
Expediter/TSO 5.4	Software utility
FileAid 8.0.2	Software utility
AbendAid 9.0.4	Software utility
ChangeMan 4.1.6	Program code version control utility
Ager 2000	Y2K utility
Intertest/CICS 5.4	Online test utility
Omegamon/CICS	CICS system monitor
Omegamon/MVS	MVS system monitor
Hourglass 2000	Y2K utility
IDMS 11.0	CA database

ZEKE 4.10c	System utility
ZACK 2.1a	System utility
ZEEB 2.2a	System utility
SAS 8.1	4GL graphical report writer
AMIGOS	An access method used by the majority of our applications instead of VSAM
Librarian	A source code manager now marketed by Computer Associates. This version is an unsupported release.

### Server Software

APPLICATION	VERSION	STATUS	VENDOR
Oracle Database	8.0.5	Soon to install 8i	Oracle
KRONOS Time clock record keeping		Runs on NT server with Oracle DB	KRONOS

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Exhibit J

Termination/Expiration Assistance

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**APPENDIX C**

**SERVICE AGREEMENT NO. 5: FOR HELP DESK SERVICES**

This Service Agreement No. 5 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and ~~—~~ Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- ~~1-37.~~ **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- ~~2-15.~~ **Services.** The Services to be provided under this Service Agreement No. 5 are described in Exhibit B attached hereto.
- ~~3-38.~~ **Inherent Services:** ~~Subject to As per the~~ Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- ~~4-16.~~ **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- ~~5-17.~~ **Term.** The term of this Service Agreement No. 5 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 5. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 5 and any renewal of the Service Agreement No. 5.
- ~~6-18.~~ **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 5.

7.19. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

20. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8.21. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D.

~~(a)(rr)~~ **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- 
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
  - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
  - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, in addition to any other monetary remedies County may have, each time for Service Provider's failures to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

~~(b)~~(ss) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(tt) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~-written amendment, signed by both Parties.

~~(d)~~(uu) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~-include the remedies defined in this Service Agreement No. 5 and the Master Agreement.

~~(e)~~(w) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4050~~ or ~~405%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~the Parties~~ County may adjust the Service Level Weights, as ~~the Parties~~ County deems appropriate by mutual agreement.

~~(f)~~(ww) **Service Level Credits.** ~~(1) (4)~~ In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~total~~ Critical Service Level Credits for any given month will not exceed ~~twenty five~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ Quality Service Level Credits for any given month will not exceed ~~ten five~~ percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(xx) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.~~2005~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twentyten~~ percent (~~2010%~~ = 0.~~2010~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentypercentfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(yy) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weights corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), be 5% of Service Provider's total charges for the applicable month (excluding Pass Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the two directly preceding month in which that same Quality Service Level Measurement was ~~last~~ evaluated are both Unsatisfactory, then the ~~total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement to the

sum of the Service Weights multiplied times ~~10~~40% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~five percent (405%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)~~(zz) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~(iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 5, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO HELP DESK SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Agreement**

**Exhibit A**

**Key Positions**

~~1-22.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.

~~2-23.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

~~3-24.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Provide task list here].

~~4-25.~~ **User Services Manager:** The Service Provider User Services Manager shall [Provide task list here.].

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## Exhibit B

### Services

#### Help Desk

Service Provider will provide a Help Desk to act as a single point of accountability in response to the County's problems and service requests. Service Provider will assume full responsibility for resolving all problems and in-scope service requests. Service Provider will staff the Help Desk with individuals who will log all problems and requests in an automated ticket tracking system. The Help Desk staff will be able to answer many of the County's IT-related questions and serve as Level 1 support. Level 1 staff members should be courteous and responsive to the County, as well as maintaining a general knowledge of the County's applications and technology infrastructure. They will also co-ordinate with Level 2 and Level 3 support if escalation to these levels is required. Level 1 individual will assume responsibility for closing all tickets and verifying with the County employees that the problem or request has been resolved to their satisfaction. Additionally, Service Provider will produce reports from the ticket tracking system that will be used to inform the County of the effectiveness of Service Provider Help Desk services.

**Service  
Provider  
Staff  
Availability:**

5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

**Summary of  
Activities:**

- Maintain and distribute primary Help Desk phone number
- Provide and Administer ticket tracking system
- Level 1 support
- Escalation and Notification of Service Provider and County Management
- Coordinate Level 2 and Level 3 Support
- Root cause analysis and general technical support for critical and recurring issues
- Trending analysis, identification and reporting of recurring issues
- Satisfaction Survey
- Reporting and Documentation

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**Process  
Outputs:**

- Standard, monthly service level attainment reports
- Automated ticket tracking reports
- Problem/change management logs
- Call management reports
- Daily Report of open and outstanding tickets

### Responsibilities Matrix for Help Desk Services

Activity	County	Service Provider
<b>Single Point of Contact (SPOC)</b>		
Provide telephone number, email address and Internet site for help desk contact		✓
Publish telephone number, email address and Internet site location for Dallas County users to contact the help desk	✓	✓
Manage first contact with Dallas County users via telephone, email and the Internet		✓
Consistently interact with Dallas County users in a professional, efficient and service-oriented manner		✓
<b>Ticket Tracking System</b>		
Define Level 1, Level 2 and Level 3 problem/service handling requirements and procedures		✓
Approve Level 1, Level 2 and Level 3 problem/service handling requirements and procedures	✓	
Document, publish and maintain help desk procedures		✓
Approve help desk procedures	✓	
Provide a SPOC for all service requests and problem management		✓
Require all Dallas County users to contact the help desk with all requests for service and problem resolution; identify and document any exceptions to this process for corrective action	✓	✓
Create ticket tracking codes for service requests and problems		✓
Approve ticket tracking codes	✓	
Provide a ticket tracking system to expedite management of help desk inquiries		✓
<b>Level 1 Support</b>		
Utilize ticket tracking system to expedite management of help desk calls		✓
Open, log, prioritize and monitor progress of inquiries		✓

Activity	County	Service Provider
Query the user for all relevant information concerning the inquiry including, but not limited to, user name, user location/department, user phone number, inquiry severity, expected time of user call back from help desk and description of request/problem		✓
Resolve all inquiries while on the telephone, if possible		✓
Verify that no ticket already exists for the inquiry before opening a new ticket		✓
Perform inquiry problem and service request management in accordance with handling requirements		✓
Assist in prioritization of inquiries	✓	
Route to Level 2 and/or Level 3 support if needed		✓
Re-route misdirected calls		✓
Perform password reset functions		✓
Escalate problems in accordance with Dallas County escalation procedures		✓
Maintain current status of all open tickets		✓
Provide status and updates on tickets at Dallas County's request or according to handling and/or problem escalation procedures		✓
Provide notification to appropriate Dallas County user indicating resolution of inquiry upon closing ticket		✓
Reopen ticket if Dallas County user indicates that the inquiry was not resolved to the user's satisfaction		✓
Define escalation process for increasing priority levels		✓
Approve escalation process for increasing priority levels	✓	
Communicate to Dallas County audience pertinent information about Priority 1 and 2 problems		✓
<b>Level 2 and Level 3 Coordination</b>		
Provide and maintain appropriate Level 2 and Level 3 contact information (if Level 2 and Level 3 are provided by same Service Provider)	✓	✓
Provide requirements to establish access to Schlumberger's ticket tracking system by non-Schlumberger personnel (such as non-Schlumberger Level 2 and Level 3 support personnel, Dallas County management, etc.)		✓

Activity	County	Service Provider
Ensure that Schlumberger receives relevant information to allow access to the Schlumberger ticket tracking system by non-Schlumberger personnel	✓	
Establish access to Schlumberger's ticket tracking system by non-Schlumberger personnel		✓
Provide training as necessary on how to use the ticket tracking system to non-Schlumberger personnel authorized by Dallas County to access the ticket tracking system		✓
Route inquiries to the appropriate Level 2 and Level 3 support areas		✓
Contact immediately appropriate Dallas County Level 2 and Level 3 support areas to route Priority 1 problems to these areas		✓
Escalate problems in accordance with Dallas County problem escalation procedures		✓
Contact appropriate Level 2 and Level 3 support areas to obtain clarifications of ticket information for status purposes		✓
Obtain confirmation from Level 2 and Level 3 support areas of ticket completion		✓
Inform Dallas County of failure of Level 2 and/or Level 3 support areas to cooperate in help desk responsibilities		✓
Help Desk Reporting		
Maintain and report inquiry statistics		✓
Produce and provide ticket inventory and status reports		✓
Identify users authorized to access the Schlumberger's ticket tracking system	✓	
Provide ticket tracking system access to authorized Dallas County users		✓
Provide training on the ticket tracking system to authorized Dallas County users		✓
Trend Analysis		
Perform trend analysis on help desk inquiries		✓
Create and distribute trend analysis reports		✓
Identify areas requiring attention (changes to process, additions to service provided, training recommendations, etc.)		✓
Review trend analysis reports	✓	

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Activity	County	Service Provider
Discuss trend analysis reports at the next scheduled status meeting	✓	✓
Identify action items to improve performance	✓	✓
Approve action items	✓	✓
Implement action items		✓
<b>Hardware and Software Procurement</b>		
User to submit request for hardware and/or software procurement	✓	
Review requests to ensure conformity to company hardware and software standards		✓
Review request against company standard for technical compatibility		✓
Research, price and verify availability and return information to Dallas County 's user		✓
Accept or reject order; if accepted, user will provide request for exception to desktop standard form, if necessary		✓
<b>Exception to Desktop Standards Management</b>		
Develop process for reviewing exceptions to desktop standards		✓
Approve process for exception to desktop standards	✓	
Report non-standard request activity		✓
<b>Help Desk Customer Satisfaction Surveys</b>		
Develop satisfaction survey		✓
Approve satisfaction survey	✓	
Develop satisfaction survey measurement method, distribution schedule and procedures		✓
Approve satisfaction survey measurement method, distribution schedule and procedures	✓	
Administer satisfaction survey		✓
Compile satisfaction survey results		✓
Document and distribute satisfaction survey results		✓
Review customer satisfaction survey results in next scheduled status meeting	✓	✓

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Activity	County	Service Provider
Modify satisfaction survey, distribution schedule and procedures, if necessary		✓
Approve modifications to satisfaction survey, distribution schedule and procedures	✓	

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3. ]***

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**Exhibit D**

***Service Level Information for Help Desk Services***

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## Help Desk

### 1. Answer Time

**Objective:** To monitor the calls to the Help Desk and insure that calls are answered in timely manner.

**Definition:** The **Answer Time** is the amount of time it takes for a Service Provider Customer Service Representative or Customer Service voicemail to answer an inbound telephone call to the Help Desk.

The **Answer Time Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of monthly calls featuring an answer time of 18 seconds or less divided by the number of calls received that month.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the batch processing reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Answer Time Performance Ratio is ____ %
Increased Impact Level	The Increased Impact Level for the Answer Time Performance Ratio is ____ %

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Transition Budget Reports

**Period:** Monthly

**Hours of Operation:** 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

**Resource Range:** Number of Calls per month do not exceed 6,250

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**Report:**

Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**2. First Call Resolution**

**Objective:** To ensure a high quality and quantity of immediate resolution of HELP DESK calls on the first call.

**Definition:** When a Dallas County user calls the Help Desk to report a problem and request assistance, and the Help Desk is able to resolve the problem during that same phone call, a **First Call Resolution (FCR)** has occurred.

The **FCR Performance Ratio** (whether expressed as a fraction or equivalent percentage) is the number of FCR's per month divided by the number of Help Desk Calls per month.

**Method:** Data Capture: The Service Provider will track first call resolution statistics via its problem ticket system, and will develop a repository of the information to report the results and resolution improvement programs to the County monthly.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the FCR Performance Ratio is _____ %
Increased Impact Level	The Increased Impact Level for the FCR Performance Ratio is _____ %

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing First Call Resolution Reports

**Period:** Monthly

**Hours of Operation:** 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

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**Resource Range:** Number of Calls per month do not exceed 6,250

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Help Desk Satisfaction Survey

**Objective:** To ensure that the Help Desk Survey measures those criteria which impact the County's user community by testing to determine whether end user feed back is consistent with the reported performance against service levels.

**Definition:** A successful quality review will be determined based on the degree of correlation between the user community's perceptions of service performance and actual Service Level results.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Help Desk Satisfaction Survey Report.

**Metrics:**

Values	Description
Service Level	The Help Desk Satisfaction Survey Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered quarterly on January 1 <sup>st</sup> , March 1 <sup>st</sup> , July 1 <sup>st</sup> , and September 1st of each calendar year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Help Desk Satisfaction Survey Reports

**Period:** Quarterly

**Hours of Operation:** 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County

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Project Manager request on thirty (30) days notice.

**4. Problem Management**

**Objective:** To provide and maintain a single point of responsibility for the management, reporting and tracking of problems. Supplier will maintain an integrated problem management system for the centralized reporting and tracking of problems under the control of Supplier. This system will assist in the management of notification and problem escalation within both Supplier and Customer organizations. Additionally, this system will assist in providing reporting, as required, on reported problems.

**Definition:** A problem is any unanticipated or unplanned event that deviates from standard activity or expectations. Supplier will provide problem tracking, resolution, and reporting. All problems are classified by Priority.

Priority 1...

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Problem Management reports.

**Metrics:**

Values	Description
Service Level	Negotiated by Service Provider and County
Increased Impact Level	Negotiated by Service Provider and County

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Problem Management Reports

**Period:** Monthly

**Hours of Operation:** 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

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**Resource Range:** Number of Calls per month do not exceed 6,250

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

5. Change Management

**Objective:** To provide a seamless integration of changes across business units and computing platforms. Clear and timely communication of planned changes is essential to achieving this objective. Any alterations to a system or to a computer program should only be made in accordance with a defined procedure that includes a provision for validating, checking, approving and implementing the change. Such an alteration should only be implemented with the agreement of the person responsible for the part of the system concerned, and the alteration should be recorded. Every significant modification should be validated.

**Definition:** A change is any alteration, modification, cancellation, or installation that will ultimately alter or affect the computing environment. Change management is the process that protects this environment from changes that are potentially disruptive or have unacceptable risk associated with them. It is an ongoing process of communicating, coordinating, and scheduling, monitoring, and controlling changes to the environment.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Change Management Report.

**Metrics:**

Values	Description
Service Level	Negotiated by Service Provider and County

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Change Management Report

**Period:** Monthly

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**Hours of Operation:** 5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone support

**Resource Range:** Number of Changes do not exceed 30 per month

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Project Status Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Project Status Report may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**APPENDIX C**

**SERVICE AGREEMENT NO. 6: FOR DATABASE SUPPORT AND MANAGEMENT SERVICES**

This Service Agreement No. 6 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a        corporation ("Service Provider") on DATE, is hereby entered into and effective on the        day of                                   , 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.39. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.21. Services.** The Services to be provided under this Service Agreement No. 6 are described in Exhibit B attached hereto.
- 3.40. Inherent Services:** ~~As per the~~ Subject to the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.22. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.23. Term.** The term of this Service Agreement No. 6 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 6. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 6 and any renewal of the Service Agreement No. 6.
- 6.24. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 6.

7-25. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

26. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8-27. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~(aaa) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations

under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, ~~in addition to any other monetary remedies County may have, each time, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)~~(bbb) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(c)~~(ccc) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in

County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(ddd) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ include the remedies defined in this Service Agreement No. 6 and the Master Agreement.

~~(e)~~(eee) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or ~~405%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~ the Parties may adjust the Service Level Weights, as ~~County~~ the Parties deems appropriate by mutual agreement.

~~(f)~~(fff) **Service Level Credits.** ~~(1) (4)~~ In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the ~~total~~ total Critical Service Level Credits for any given month will not exceed ~~twenty five~~ twenty five percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ total Quality Service Level Credits for any given month will not exceed ~~ten five~~ ten five percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(ggg) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twenty five~~ twenty five percent (~~205%~~ = ~~0.2005~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a

Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~ ten percent (~~20~~10% = 0.2~~0.10~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County against ~~Service Provider's invoice for the applicable month,~~ provided, however, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twenty~~ five percent (~~20~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(hhh) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceeds~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~10~~4% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~ five percent (~~10~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)~~(iii) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force

Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of ~~County~~ County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

- 10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 6, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO DATA BASE SUPPORT AND MANAGEMENT SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**

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**Exhibit A**

**Key Positions**

- ~~1-26.~~ **County Project Manager.** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2-27.~~ **Service Provider Project Manager.** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3-28.~~ **Services Delivery Manager.** The Service Provider Services Delivery Manager shall [Provide task list here.].
- ~~4-29.~~ **User Services Manager.** The Service Provider User Services Manager shall [Provide task list here.].
- ~~5-30.~~ **Data Base Manager.** The Service Provider Data Base Manager shall [Provide task list here.].

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## Exhibit B

### Services

#### Database Support & Management

The Service Provider is responsible for providing operational and technical support for the County's production, test and development databases. This includes system level (physical support) and database administrator level (logical support) for each database in use. It is required that the Service Provider will work closely with the application staff and County end users concerning issues of database definition and tuning to ensure optimal response times and throughput. The Service Provider will continually monitor database performance, log file activity, storage capacity and other vital statistics. The Service Provider will ensure that all databases have proper backups and can be recovered as needed in the event of a disaster or other processing related errors. The Service Provider will ensure that all procedures, guidelines, and other pertinent database related information is kept current and readily available to the County.

**Service  
Provider  
Staff  
Availability:  
Summary of  
Activities:**

Monday – Friday, 8am – 5pm (CST), plus pager support 7 x 24

- Installation, management and monitoring of all databases and all database related software
- Management of resources such as memory, disk storage, block/buffer size, etc.
- Performance tuning, capacity planning and configuration management
- Systems level DBA support
- Applications level DBA support
- Provide for database backup and restore
- Implementation of database upgrades and enhancements
- Security and user registration

**Process  
Outputs:**

- Standard, monthly service level attainment reports

- Performance, capacity and configuration reports
- Change management reports

#### Responsibilities Matrix for Database Support & Management Services

Activity	County	Service Provider
Identify Current issues and problems	✓	✓
Current backlog of database support requests		✓
Current status of database support projects	✓	✓
Access performance measures vs. SLAs		✓
Provide baseline assessment	✓	✓
Introduce individual and team processes to support the change process		✓
Establish a control and measurement system		✓
Establish performance objectives	✓	✓
Review database service portfolio and maintenance objectives		✓
Improved control and management of all database technologies		✓
Improve customer satisfaction with business community	✓	✓
High quality of database data dictionaries and ease of use for end user computing and reporting	✓	✓
Service level improvements within database services	✓	✓
Work closely with applications development in designing and implementing home grown and in-house developed business systems to further reduce project cost and enhance project development		✓
Assist in disaster recovery planning and execution	✓	✓
Review, recommend and implement new enhanced levels of security	✓	✓



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Exhibit C

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

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## Exhibit D

### **Service Level Information for Data Base Services**

#### **Data Base Services**

##### **1. Production Database Availability**

- Objective:** To monitor production database availability and facilitate effective communications between the Service Provider and County Management regarding availability.
- Definition:** Production Database Availability provides an indication of County personnel productivity in terms of County applications being available for use. **Monthly Scheduled Downtime** is hours of time database functionality is unavailable to users during the applicable month as per the annual County Scheduled Downtime Calendar; **Monthly Unscheduled Downtime** is all other hours of time that database functionality is unavailable to users during the applicable month. **Monthly Scheduled Time** is (24 x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The **Production Database Availability Ratio** is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) / Monthly Scheduled Time.
- Method:** Data Capture: The Service Provider will develop a repository of the information to maintain records regarding the data necessary to calculate the Production Database Availability Ratio.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Production Database Availability Ratio is .
Increased Impact Level	The Increased Impact Service Level for the Production Database Availability Ratio is ____.

**Indicator:**

Critical

**Responsibility:**

Service Performance: Service Provider is responsible for precisely monitoring and reporting downtime to facilitate the ongoing calculation of the Production Database Availability Ratio.

**Period:**

Monthly

**Hours of Operation:**

7 x 24 monitoring of availability / downtime

**Resource Range:**

The Production Database Availability Ratio is to be calculated against the availability of all Oracle database applications and KRONOS database applications.

**Report:**

The Production Database Availability Service Level Measurement, and any associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

2. Database Performance

**Objective:** To monitor the database performance and the Service Provider provides County Management monthly Database Performance reports.

**Definition:** The **Database Performance Ratio** is the fraction of the time (or equivalent percentage of time) that database transactions are completed internally in less than 2 seconds as measured utilizing database management tools (e.g., Oracle utilities).

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Database Performance reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Production Database Performance Ratio is .
Increased Impact Level	The Increased Impact Service Level for the Production Database Performance Ratio is ____.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Database Performance Reports

**Period:** Monthly

**Hours of Operation:** Monday – Friday, 7am – 7pm (CST), plus pager support 7 x 24

**Report:** The Production Database Performance Service Level Measurement, and any associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

3. Database Software Release Management

**Objective:** To maintain currency on database software releases based on the maintenance standard; to implement change into the database environment in the prescribed manner with minimal impact on the County processing; to provide a stable database environment.

**Definition:** Install maintenance for database software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Database Software Release reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Production Database Software Release Management is ____.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Database Software Release Reports

**Period:** Semi-Annual

**Hours of Operation:** Monday – Friday, 8am – 5pm (CST), plus pager support 7 x 24

**Report:** The Production Database Software Release Service Level Measurement, and any

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associated Service Level Credits, is regularly reported as per the Account Management Service Agreement.

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APPENDIX C

**SERVICE AGREEMENT NO. 7: FOR DISASTER RECOVERY SERVICES**

This Service Agreement No. 7 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and ~~—~~ Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.41. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.28. Services.** The Services to be provided under this Service Agreement No. 7 are described in Exhibit B attached hereto.
- 3.42. Inherent Services:** ~~As per~~ Subject to the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6. any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.29. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.30. Term.** The term of this Service Agreement No. 6 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 7. County shall have the option to renew this Service Agreement for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 7 and any renewal of the Service Agreement No. 7.
- 6.31. Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.
- 7.32. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except

to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 7.

8-33. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~¶~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

34. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

9-35. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a)(iii) Definitions.

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities, as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time, as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level

Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
  - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may, ~~in addition to any other monetary remedies County may have, each time have, for Service Provider's failure~~ to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. ~~County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(kkk)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. ~~Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.~~

~~(c)~~(lll) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.

~~(d)~~(mmm) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ ~~the~~ ~~include~~ the remedies defined in this Service Agreement No. 7 and the Master Agreement.

~~(e)~~(nnn) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or 40%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement. Upon thirty (30) days advance notice to Service Provider, ~~County~~ ~~the~~ Parties may adjust the Service Level Weights, as ~~County~~ ~~the~~ Parties deems appropriate by mutual agreement.

~~(f)~~(ooo) **Service Level Credits.** (1) ~~(4)~~ In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the ~~total~~ Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ Quality Service Level Credits for any given month will not exceed ~~ten~~ five percent (40%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(ppp) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.~~2005~~) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level

Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~10 percent (~~20~~10% = 0.~~20~~10) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (~~205~~% = 0.~~205~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(b)(999)~~ (c)(999) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was ~~last~~ evaluated are both Unsatisfactory, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~40~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~tenfive~~ percent (~~405~~% = 0.~~405~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(f)~~(rrr) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**11. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 7, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO DISASTER RECOVERY SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**

**Exhibit A**

**Key Positions**

~~1-31.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.

~~2-32.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

~~3-33.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~4-34.~~ **User Services Manager:** The Service Provider User Services Manager shall [Please insert task list here.].

~~5-35.~~ **Systems Services Manager:** The Service Provider Systems Services Manager shall [Please insert task list here.].

~~6-36.~~ **Disaster Recovery Manager:** The Service Provider Disaster Recovery Manager shall [Please insert task list here.].

**Exhibit B**

**Services**

Disaster Recovery

For all centralized services, the Service Provider will provide disaster recovery services and test the Service Provider's disaster recovery facility as defined below. The Service Provider will be responsible for the restoration of the entire computing environment following any disaster. Should this event occur, the Service Provider is responsible for ensuring that the computing services are available within the time frames specified in the service levels.

The Service Provider will establish and maintain a plan, which facilitates end users backing up critical data and/or applications on various platforms. The Service Provider is responsible for developing and communicating the plan to County employees.

**Service Provider Staff Availability:** As needed, per event

**Summary of Activities:**

- Provide a disaster recovery site, equipment, adequate network connectivity, and management processes in support of the disaster recovery plan
- Maintain an off-site location for environmentally secure storage of electronic media such as systems and applications backup files
- Develop project plans and procedures for conducting semi-annual disaster recovery tests
- Develop and/or maintain a detailed disaster recovery plan for all County environments managed by the Service Provider
- Coordinate with the County departments during the recovery of critical business applications as necessary
- All in-scope systems should be tested at least once annually. A full disaster recovery test is defined as actually moving and restoring critical services to the disaster recovery location

**Process Outputs:**

- Disaster Recovery Plan
- Disaster Recovery Test Plan
- Disaster Recovery Test Results

**Responsibilities Matrix for Disaster Recovery Services**

Activity	County	Service Provider
Provide adequate backup of all systems	✓	✓
Provide off site storage for tape backups		✓
Provide disaster recovery center		✓
Provide hardware for recovery		✓
Provide network for recovery		✓
Carry out restoration of systems		✓
Develop and maintain plans for all locations		✓
Develop Plans and procedures for tests	✓	✓
Coordinate with County departments during recovery		✓
Perform two tests per year	✓	✓

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Exhibit C

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 Service Categories and Service Levels 1, 2, & 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

**Exhibit D**

**Service Level Information for Disaster Recovery Services**

**Disaster Recovery Services**

1. Disaster Recovery

- Objective:** To provide on-going services to the County after a declared disaster. To provide a disaster recovery plan prior to an event of a declared disaster.
- Definition:** A **Disaster** is any event that disrupts the County's IT Department services, (including unplanned outages of mainframes, RS600 servers, and network) and service levels to the extent that County invokes the Disaster Recovery Plan.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Disaster Recovery Report.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level is execution of the Disaster Recovery Plan such that full IT Department service delivery is restored within
Increased Impact Level	The Increased Impact Level is execution of the Disaster Recovery Plan such that full IT Department service delivery is restored within hours.

- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Disaster Recovery Reports

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**Period:** As needed, per event

**Hours of Operation:** 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 2. Disaster Recovery Test

<b>Objective:</b>	The Service Provider will demonstrate its ability to recover the County's information systems at an alternate facility in the event of a disaster.						
<b>Definition:</b>	The ability to test the Disaster Recovery Plan as determined by the County						
<b>Method:</b>	<u>Data Capture:</u> The Service Provider will develop a repository of the information to produce the Disaster Recovery Test reports.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th>Values</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the Disaster Recovery Test Ratio is .</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Service Level for the Disaster Recovery Test Ratio is ____.</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the Disaster Recovery Test Ratio is .	Increased Impact Level	The Increased Impact Service Level for the Disaster Recovery Test Ratio is ____.
Values	Description						
Minimum Service Level	The Minimum Service Level for the Disaster Recovery Test Ratio is .						
Increased Impact Level	The Increased Impact Service Level for the Disaster Recovery Test Ratio is ____.						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Disaster Recovery Test Reports						
<b>Period:</b>	Annually						
<b>Hours of Operation:</b>	7 x 24						
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.						

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**APPENDIX C**

**SERVICE AGREEMENT NO. 8: FOR APPLICATION DEVELOPMENT AND MAINTENANCE SERVICES**

This Service Agreement No. 8 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.43. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.36. Services.** The Services to be provided under this Service Agreement No. 8 are described in Exhibit B attached hereto.
- 3.44. Inherent Services:** ~~Subject to As per~~ the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.37. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.38. Term.** The term of this Service Agreement No. 8 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 8. County shall have the option to renew this Service Agreement No. 8 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 8 and any renewal of the Service Agreement No. 8.
- 6.39. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and

conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 8.

7.40. **Acceptance Criteria, Tests.** The Acceptance Criteria and Acceptance Tests that will be used to evaluate the acceptability of any deliverables tendered pursuant to the Service Agreement.

8.41. **Personnel Matters.** The Service Agreement will identify the Service Provider and County Project Managers. Any specific terms applicable to Service Provider or County personnel matters related to the Services will be included, including matters related to Transferred Employees consistent with the Master Agreement.

9.42. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~¶~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

43. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

10.44. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

(a)(sss) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may have, in addition to any other monetary remedies County may have, each time for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. -County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

~~(b)~~(ttt) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(uuu) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(vvv) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~include the remedies defined in this Service Agreement No. 8 and the Master Agreement.

~~(e)~~(www) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.40~~0.05 or ~~40~~5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~the Parties may adjust the Service Level Weights, as ~~County~~the Parties deems appropriate by mutual agreement.

~~(f)~~(xxx) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~t~~total Critical Service Level Credits for any given month will not exceed ~~twentyfive~~twentyfive percent (~~205~~205%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~F~~total Quality Service Level Credits for any given month will not exceed ~~five~~five percent (~~405~~405%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(yyy) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceeds~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twenty-five~~ percent (~~205~~% = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceeds~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceeds~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceeds~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty-ten~~ percent (~~2010~~% = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month~~, *provided, however*, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~five~~ twenty percent (~~205~~% = 0.205) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(zzz) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceeds~~ 90%, then the ~~total~~ Total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times

~~40~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~five~~ten percent (~~40~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)(aaaa)~~ **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**11. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 8, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO APPLICATION DEVELOPMENT AND MAINTENANCE SERVICES

SERVICE AGREEMENT

<b>Exhibit A</b>	<b>Key Positions</b>
<b>Exhibit B</b>	<b>Services</b>
<b>Exhibit C</b>	<b>Charges</b>
<b>Exhibit D</b>	<b>Service Level Information</b>
<b>Exhibit E</b>	<b>Transferred Equipment</b>
<b>Exhibit F</b>	<b>Customer Facilities and Equipment</b>
<b>Exhibit G</b>	<b>Third Party Contracts and Third Party Software</b>
<b>Exhibit H</b>	<b>Customer Software</b>
<b>Exhibit I</b>	<b>Service Provider Software</b>
<b>Exhibit J</b>	<b>Termination / Expiration Assistance</b>

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## **Exhibit A**

### **Key Positions**

- ~~1-37.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2-38.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3-39.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].
- ~~4-40.~~ **User Services Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].
- ~~5-41.~~ **Development / Maintenance Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

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## **Exhibit B**

### **Services**

#### ***Applications Development & Maintenance***

##### ***Mainframe, Server and PC Applications***

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The Service Provider will be required to maintain and support the County's existing and future applications. The Service Provider Applications Services will meet all functional, regulatory and legal requirements for the County. Maintenance includes modification and performance testing, quality assurance, as well as production monitoring, troubleshooting software problems and implementing system change requests (whether of in-house developed or purchased systems). The County prefers to use Commercial Off The Shelf (COTS) applications in lieu of in-house developed applications where practical. Development includes the creation of specifications from the County's application design request, returning timely pricing to the County for specified development projects, development of the technical and functional specification detail, prototype creation, application programming, system testing, assistance with County User acceptance testing, and support the movement of the application to production. The Service Provider shall keep all applications in good working order, perform changes and upgrades to applications as requested by the County, and recommend ways to improve performance. The Service Provider will, in all cases, provide and adhere to a standard methodology for all maintenance and development activities.

**Service Provider Staff Availability:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Summary of Activities:**

- Project Management
- Maintenance Activities
- New Development Activities
- Change Management
- Assistance in user testing as requested

- 
- Maintain Application Inventory and Configuration Information
  - New projects start up
  - Gathers detail project requirements and scope of project information
  - Provides proposed configuration and time line to customer

**Process  
Outputs:**

- Standard, monthly service level attainment reports
- License usage reports
- Monthly application staff utilization report
- Software release notes and information
- Service Request Reports

### Responsibilities Matrix for Applications Development and Maintenance Services

Activity	County	Service Provider
Information systems budgets last five years related to application development	✓	
Information systems strategic plans and documentation	✓	✓
Current issues and problems related to application services	✓	✓
In-depth review of SCT/ACS "modernization" proposal	✓	✓
Interviews with key users		✓
Program source control (Librarian, Source Safe, etc.) all systems	✓	✓
Introduce mentoring and team building skills		✓
Gather data and improve processes		✓
Establish a measurement and control system	✓	
Establish links and bonds to the user community	✓	✓
Provide application Service Provider awareness program		✓
Review applications portfolio	✓	✓
Provide a joint review of all open requisitions	✓	✓
Develop continuous quality improvement program		✓
Schlumberger baseline assessment	✓	✓
Measurement program	✓	✓
High level of maturity in delivery of service		✓
Service level improvements within applications services		✓
Assist in disaster recovery planning and execution	✓	✓
Improve customer satisfaction	✓	✓

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]***

**Exhibit D**

**Service Level Information for Applications Development and Maintenance Services**

**Applications Development and Maintenance**

**1. Software Release Management**

**Objective:** To maintain currency on applications system releases based on the software maintenance standard; implement change into the software environment in the prescribed manner with minimal impact on the County processing; to provide a stable software operating environment.

**Definition:** Install maintenance for third party software within six months of general release; new versions within one year of general release, unless otherwise agreed to by the County.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Software Release Management Report.

**Metrics:**

Values	Description
Minimum Service Level	The Software Release Management Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered semi-annually on March 1st and September 1st of each calendar year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Software Release Management Report

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**Period:** Semi-Annual

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. Development Projects

**Objective:** To provide single point of contact project management for the County and to manage the daily activities of the development group

**Definition:** The projects must be managed to the milestones and budget as agreed to with the County

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Development Project reports.

**Metrics:**

Values	Description
Minimum Service Level	The Development Project Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered per event.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Development Projects Reports

**Period:** Per Event

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

3. Application Software Enhancements

**Objective:** To provide software enhancement management for the County and to manage the daily activities of the development group

**Definition:** Enhancements to the County's software or upgrades to third party software will be implemented as agreed to with the County

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Application Software Enhancement reports.

**Metrics:**

Values	Description
Minimum Service Level	The Application Software Enhancement Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered semi-annually on March 1st and September 1st of each calendar year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Application Software Enhancement Reports

**Period:** Semi-Annual

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**4. Application Software Maintenance**

**Objective:** To provide a defect free application environment.

**Definition:** Software Maintenance Quality is a measurement of the Service Provider's support capabilities relative to the number of defects that occur during the production execution of a particular program or series of programs. A program is considered defective if, when it executes in a production environment, it terminates abnormally for any reason.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Application Software Maintenance reports.

**Metrics:**

Values	Description
Minimum Service Level	The Application Software Maintenance Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered semi-annually on March 1st and September 1st of each calendar year.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Application Software Maintenance Reports

**Period:** Semi-Annual

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30)

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days notice.

5. Service Request Report

**Objective:** To monitor the Service Request from the County and to provide the County with information on the details Service Request coming to the Service Provider.

**Definition:** To provide the County with timely response to Service Request from the user groups and County management.

**Method:** Data Capture: The Service Provider will; (a) develop a repository of the information to produce the Service Request Report; (b) provide a life cycle report for all open, pending, and closed service request for the month; (c) and will provide the detail to the County Contract Manager as requested.

**Metrics:**

Values	Description
Minimum Service Level	The Service Request Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Service Request Report

**Period:** Monthly

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.



6. Quality Assurance Effectiveness

**Objective:** To ensure that the County approved application and system development request, application and system enhancements or application and system maintenance resolutions will be introduced into a production environment without abnormal application termination, inappropriate error messages or abnormal applications performance.

**Definition:** The Service Provider will thoroughly test and deliver reliable results prior to introducing these changes into the production environment; there will be no abnormal application terminations, inappropriate error messages or abnormal applications performance resulting from deficiencies related to the QA testing procedures.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Quality Assurance Report.

**Metrics:**

Values	Description
Minimum Service Level	The Quality Assurance Report shall (a) conform to the template specified in the "Reports" section below; and (b) be tendered by the 7th business day of each calendar month.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Quality Assurance Reports

**Period:** Monthly

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

**Exhibit H**

**Customer Software**

**Dallas County Developed Software Applications**

Group	System Group	System	System Description	Programs	JCL	Lines of Code
Jail	Criminal	BK	Booking - Jail Management	259	136	210,177
	Criminal	CN	Sheriff's Name Index	26	21	16,475
	Criminal	FJ	CJIS - Fugitive Case Tracking	10	5	12,693
Bonds	Criminal	BN	Bond Tracking System	206	116	140,958
	Criminal	CX	Criminal Warrants	121	81	75,086
Criminal Management	Criminal	AM	Misdemeanor Appeals Court			
	Criminal	CB	CJIS - Judicial Tracking System	243	155	277,497
	Criminal	CD	Link System - criminal related systems	29	17	13,883
	Criminal	DA	D.A. Specialized Crimes (ADABAS)	15	14	13,558
	Criminal	EV	CJIS - District Clerk - Evidence Tracking	26	15	23,462
	Criminal	EW	CJIS - County Clerk - Evidence Tracking	18	16	16,276
	Criminal	FA	Felony Court Case Assignment			
	Criminal	JC	Jail Chain	6	5	6,209
	Criminal	JD	CJIS - Judicial Scheduling System	12	4	10,358
	Criminal	MA	CJIS - Magistrate Judicial Case Filing	12	6	11,974

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Group	System Group	System	System Description	Programs	JCL	Lines of Code
	Criminal	MF	Misdemeanor Court Case Assignment			
	Criminal	MH	Mental Health Tracking (CICS)	10	4	7,369
	Criminal	PD	Public Defender Tracking System	9	11	5,497
	Criminal	TR	CJIS - State Electronic Reporting (CICS)	17	3	11,969
	Criminal	TR	CJIS State Electronic Reporting non -CICS	25	3	21,009
Criminal Financial	Criminal	AC	Tracks fines from the Criminal Courts of Appeals			
	Criminal	BF	County Auditor Bond Forfeiture			
	Criminal	CR	CJIS - Cash Receipts Management	41	21	35,028
Civil Management	Civil	AJ	Adoption & Juvenile Docketing	20	27	25,439
	Civil	AT	Attorney Bar File	12	11	4,152
	Civil	BC (BN)	BANNER Courts Support Jobs	4	3	1,573
	Civil	CT	Civil Court Assignment	10	6	10,099
	Civil	CV	Civil Case Tracking	40	25	56,680
	Civil	CW	Civil Papers	86	57	55,816
	Civil	DI	Civil Court Index	31	27	19,913
	Civil	DF	Civil Courts Fee/Docket	92	93	79,523
	Civil	FC	Civil & Family Courts	27	28	38,928
	Civil	FE	Paper Tracking for Forcible Entry	2	1	1,155
	Civil	PA	Passport System	43	30	22,409
	Civil	PB	Probate System	63	26	71,775

Group	System Group	System	System Description	Programs	JCL	Lines of Code
	Civil	PW	Civil Papers - Personnel Statistics	4	4	4,247
	Civil	WX	Civil/Criminal Link System	7	3	2,962
Civil Financial	Civil	RC	Civil Cash System	13	13	18,317
Tax	Misc.	DH	Motor Vehicle Registration	28	16	12,602
	Misc.	DW	Motor Vehicle tax collection	17	9	6,319
	Misc.	UG	HGB Property Tax System			
Jury Service	Jury Services	CH - JH (JCL)	Jury History (CICS)	17	3	24,005
	Jury Services	CJ	Jury Selection	27	5	12,451
	Jury Services	DM	Jury Payment System (ADABAS)	63	26	25,418
Health & Human Services	Human Services	DX	Welfare, Property, Nutrition, Food Stamps	33	15	11,171
	Human Services	ET	Employee TB Tracking System (CICS)	9	3	5,236
	Human Services	IT	Inmate TB Tracking System (CICS)	30	11	10,000
Elections	Misc	DF	Precinct Guidebook			
	Misc	DV	Voter Registration			
	Misc	EK (EL)	Election Worker Payment System	17	5	6,000
Adult Probation	Criminal	CP	Adult Probation (OLD)	84	44	51,976
Child Support	Human Services	CM	Child Support (non-CICS FC Programs)	149	69	75,360

Group	System Group	System	System Description	Programs	JCL	Lines of Code
	Human Services	CMC	Child Support (CICS FC Programs)	10		13,640
Forensics	Human Services	CF	Forensics	66	39	34,385
Road & Bridge	Financial	DK	Road & Bridge Inventory (ADABAS)	32	2	26,332
County Records	Misc.	DR	County Clerk Recording	70	79	37,557
	Misc.	MI	Extracts Criminal Justice Data for microfiche			
County Financial	Financial	GN	County Treasurer's GL	37	12	24,614
	Financial	GX	County Treasurer's Bank Reconcile	2	14	796
	Financial	KY	Payroll, Benefits (CICS)	281	232	17,961
	Financial	TA	Time & Attendance	52	31	41,544
Justice of the Peace	Civil	JK	Justice of Peace Accounting	117	102	137,567
	Civil	JP	Justice of Peace Accounting	26	65	19,845
Community Corrections	Criminal	PT	Pretrial Release	41	26	35,134
	Criminal	WR	Work Release Accounting	27	10	16,512
Public Works	Misc.	NL	911 System	24	19	12,488
Data Services Administration	Data Support	JS	Justice Security	30	17	15,585
	Data Support	AR	Data Services Cost Distribution	7	4	5,986

Group	System Group	System	System Description	Programs	JCL	Lines of Code
	Data Support	AS	Assembly Call Routines	103	0	11,256
	Data Support	EM	Electronic Mail	2	2	1,189
	Data Support	MC	Justice Technical Support	8	2	5,512
	Data Support	MS	Data Support - Management System	33	23	7,348
	Data Support	MT	Switcher Support	37	4	33,902
	Data Support	OP	Data Services Operations Support	13	6	2,442
	Data Support	PG	Program Generator	48	30	48,430
	Data Support	TE	TP Effectiveness	8	9	2,819

### Server Software

APPLICATION	VERSION	STATUS	VENDOR
Oracle Financial (AP, AR, Cash Mgmt, GL, Payroll, Personnel, Project Acct, Purchasing, Self Service Employee, FA)	11.03	Several patch sets to be applied; the Benefits module will be implemented in FY 2002; Oracle provides "Silver Support"; All licenses agreements are on an annual renewal basis	Oracle

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**Exhibit I**

**Service Provider Software**

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**Exhibit J**  
**Termination/Expiration Assistance**

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APPENDIX C

**SERVICE AGREEMENT NO. 9: FOR NETWORK MANAGEMENT SERVICES**

This Service Agreement No. 9 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and ~~—~~Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.45. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.45. Services.** The Services to be provided under this Service Agreement No. 9 are described in Exhibit B attached hereto.
- 3.46. Inherent Services:** ~~Subject to As per~~ the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6. any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.46. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.47. Term.** The term of this Service Agreement No. 9 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement. County shall have the option to renew this Service Agreement No. 9 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 9 and any renewal of the Service Agreement No. 9.
- 6.48. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and

conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 9.

7.49. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

50. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8.51. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~(bbbb) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level

Measurement. Any failure to meet or ~~exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, ~~in addition to any other monetary remedies County may have, each time, in addition to any other monetary remedies County may have, for Service Provider's failure to meet the Required Service Levels.~~ The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; ~~failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(cccc)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective ~~thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date.~~ Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(c)~~(dddd) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(eeee) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets or exceeds the then-existing Service Level Standards. The remedies for failure to do so shall include the include the remedies defined in this Service Agreement No. 9 and the Master Agreement.

~~(e)~~(ffff) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.4005 or 40.5%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement. Upon thirty (30) days advance notice to Service Provider, the Parties County may adjust the Service Level Weights, as the Parties County deems appropriate by mutual agreement.

~~(f)~~(gggg) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, provided, however, that (a) the Total Critical Service Level Credits for any given month will not exceed twentyfive percent (20.5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the Total Quality Service Level Credits for any given month will not exceed fifteen percent (15%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single event failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(hhhh) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet or exceed the Minimum Service Level, but meets or exceeds the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times twentyfive percent (20.5% = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level

Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the ~~last~~ last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~ ten percent (~~2010%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped ~~at~~ at five ~~twenty~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(h)(iii) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~Total~~ total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), ~~shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any),~~ provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~Total~~ total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~4010%~~ 4010% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped ~~at~~ at five percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(ii)~~(iii) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 9, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO NETWORK MANAGEMENT SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Agreement**
- Exhibit E      Transferred Equipment**
- Exhibit F      Customer Facilities and Equipment**

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**Exhibit A**

**Key Service Provider Positions**

~~1-42.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.

~~2-43.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

~~3-44.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~4-45.~~ **User Services Manager:** The Service Provider User Services Manager shall [Please insert task list here.].

~~5-46.~~ **Network Manager:** The Service Provider Network Manager shall [Please insert task list here.].

**Exhibit B**

**Services**

Network Management

**LAN/WAN Support and Maintenance**

The Service Provider is responsible for supporting the necessary hardware and software related to the County's networking requirements. The network infrastructure will include, but not be limited to, the hardware and software necessary to support the County's LAN and connect the LAN to the WAN; email servers and the software to support messaging; Internet, Intranet, and Extranet support; and all maintenance activities necessary to ensure that the network infrastructure has high availability and reliability. Service Provider understands that several of the County's production activities require network access to servers and other connections that cannot be unavailable except for extremely short periods of time and will maintain and manage a network infrastructure and support capability that will ensure the required level of availability and reliability.

**Service Provider Staff Availability:**

5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support

**Summary of Activities:**

- LAN components are monitored by the Service Provider 7 X 24
- WAN components are monitored by the Service Provider 7 X 24
- LAN / WAN administration, operation and maintenance activities include
  - Network component hardware/software configuration and troubleshooting
  - Preventative maintenance
  - Availability monitoring
  - Performance monitoring
  - Network hardware and software provisioning and installation
  - IP address management
- Resolve all network problems
- Network engineering and design

**Process Outputs:**

- Standard, monthly service level attainment reports

**Outputs:**

- Network problem/change management log
- Network availability/performance service level reports

**Responsibilities Matrix for Network Management Services****Network Management**

Activity	County	Service Provider
<b>Hardware and Software Procurement</b>		
Research and price network devices and network software/firmware		✓
Recommend new hardware or replacement of existing hardware		✓
Approve all hardware and software/firmware	✓	
Procure all hardware and software/firmware		✓
Perform hardware and software/firmware asset management		✓
Receive all hardware and software/firmware after assets have been registered		✓
Configure hardware and software/firmware in accordance with documented standards		✓
<b>Network Device Installation</b>		
Open service request with Helpdesk to request an installation	✓	
Schedule network device installation activity with County in accordance with change management procedures		✓
Install network devices at County sites		✓
Conduct performance and functional testing on network devices, software/firmware		✓
Adjust configuration options as required for installation		✓
De-install and remove displaced network devices as required		✓

Activity	County	Service Provider
Obtain County signoff that network device was installed successfully.		✓
Update or coordinate the update of all appropriate databases/documentation (problem tickets, change management documentation/reports, asset management system, etc.)		✓
<b>Software/Firmware Planning and Management for Network Electronics</b>		
Notify County of new releases of appropriate software/firmware per network device model		✓
Plan and schedule major software/firmware changes (such as operating system installations) in accordance with change management procedures		✓
Approve major software/firmware changes	✓	
Advise County of the availability of patches for software/firmware		✓
Approve the installation of patches for software/firmware	✓	
Install and test patches		✓
Update or coordinate the update of all appropriate databases/documentation (problem tickets, change management documentation/reports, asset management system, etc.)		✓
<b>Software/Firmware Installation and Upgrades</b>		
Schedule software/firmware installation activity with County in accordance with change management procedures		✓
Conduct performance and functional testing on network devices and software/firmware		✓
Obtain County signoff of successful installation or upgrade		✓
Update or coordinate the update of all appropriate databases/documentation (problem tickets, change management documentation/reports, asset management system, etc.)		✓
<b>Warranty Management</b>		
Provide warranty documentation for supported network equipment	✓	✓
Understand all hardware warranty requirements/restrictions		✓
Detect or receive notice that hardware repair/maintenance is required		✓
Coordinate with third-party Service Providers to resolve hardware problems		✓

Activity	County	Service Provider
Manage use of manufacturer warranty, reseller replacement/repair policies, etc. to limit total repair costs		✓
<b>Network Maintenance</b>		
Schedule network device repair activity with County in accordance with change management procedures		✓
Identify problems		✓
Ensure that the equipment requiring maintenance is covered by a warranty or service agreement	✓	✓
Ensure that network equipment not covered under warranty is appropriately placed on maintenance service contract		✓
Obtain and provide necessary replacement parts		✓
Install and test needed replacement parts for network devices		✓
Resolve problems		✓
Conduct performance and functional testing on network devices, software/firmware		✓
Adjust configuration options as needed		✓
Obtain County signoff that maintenance has been successfully completed		✓
Update or coordinate the update of all appropriate databases/documentation (problem tickets, change management documentation/reports, asset management system, etc.)		✓
<b>Network Connectivity</b>		
Request network connection(s)	✓	
Define logical network		✓
Provide IP management		✓
Provide IP addresses		✓
Create logical connections and assign IP addresses as necessary		✓
Coordinate cable/fiber installations		✓
Verify County user network access and availability of authorized network resources		✓

Activity	County	Service Provider
Update or coordinate the update of all appropriate databases/documentation (problem tickets, change management documentation/reports, asset management system, etc.)		✓
Review and understand network performance and implications of providing additional connectivity		✓
Participate in the review and understanding of network performance and implication of providing additional connectivity	✓	
Recommend necessary adjustments		✓
Approve necessary adjustments	✓	
Perform approved adjustments		✓
<b>Network Monitoring</b>		
Provide and implement monitoring processes and/or tools		✓
Use automated system software tools and/or procedures to proactively monitor, manage and report on network performance		✓
Measure and analyze network availability and performance		✓
Provide options to optimize network performance		✓
Approve optimization strategy	✓	
Implement optimization strategy		✓
Perform proactive fault detection and diagnostic procedures		✓
Manage and support County firewalls		✓
Manage and support County Internet access		✓
<b>Network Management/Capacity Planning</b>		
Monitor network use and capacity		✓
Resolve problems and performance degradation		✓
Forecast capacity and bandwidth requirements		✓
Ensure appropriate bandwidth to meet capacity projections		✓
Make recommendations regarding bandwidth consumption and trends		✓
Make recommendations regarding configuration changes		✓
Participate in making recommendations regarding configuration changes	✓	

Activity	County	Service Provider
Implement approved configuration changes		✓
Report usage and bandwidth capacity on a mutually agreed upon basis	✓	✓
Procure and coordinate installation of all data circuits		✓
Monitor and manage all data circuits		✓
<b>Network Planning</b>		
Propose network changes	✓	✓
Analyze and report on the impact of making network changes		✓
Provide cost estimate to effect network changes		✓
Approve network changes	✓	
Provide and manage network security		✓
Implement network changes in accordance with project and change management procedures		✓
Obtain County signoff that network changes have been successfully implemented		✓
<b>Network Configuration Files</b>		
Identify devices that will be backed up		✓
Design and document technical backup, recovery and retention strategy		✓
Approve backup and recovery strategy	✓	
Restore/recover configuration data if necessary		✓
<b>Network Documentation</b>		
Provide existing network documentation and diagrams	✓	
Maintain network documentation & diagrams after transition		✓
<b>Second and Third Level Support Functions</b>		
Provide and maintain a single point of contact for the reporting and tracking of problems		✓
Receive all calls from first level support		✓
Perform second and third level help desk support function for the network support process		✓

Activity	County	Service Provider
Record, track, manage and close all problems received from the first level help desk		✓
Adhere to problem management escalation procedures	✓	✓
Maintain current status on open problems		✓
Provide status and updates on problems at County's request or according to priority guidelines		✓
Report on problems within established time frames		✓
Perform root cause analysis as requested		✓
Participate in root cause analysis if needed	✓	
Approve or escalate root cause analysis recommendations	✓	
Perform problem trend analysis		✓
Prepare, produce and provide a trend analysis report		✓
Propose recommendations to improve the network support process	✓	✓
Approve recommendations to improve the network support process	✓	
Implement recommendations to improve the network support process		✓
<b>Network Security</b>		
Define network security requirements	✓	✓
Define network security solutions		✓
Implement network security solutions		✓
Receive and process all network security access requests		✓
Monitor and audit security access		✓

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Exhibit C

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

## Exhibit D

### Service Level Information for Network Management Services

#### Network Management

##### 1. Network Availability

<b>Objective:</b>	To provide the County with reliable network connectivity and availability							
<b>Definition:</b>	<p><b>Network Availability</b> is the responsibility of the Service Provider and provides connection to the Dallas County network that processes and transmits data throughout the County. <b>Monthly Scheduled Downtime</b> is hours of time network functionality is unavailable to users during the applicable month as per the County Scheduled Downtime Calendar; <b>Monthly Unscheduled Downtime</b> is all other hours of time that network functionality is unavailable to users during the applicable month. <b>Monthly Scheduled Time</b> is (24 x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The <b>Network Availability Metric</b> is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) minutes.</p>							
<b>Method:</b>	<u>Data Capture:</u> The Service Provider will develop a repository of the information to produce the Network Availability reports.							
<b>Metrics:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: left;">Values</th> <th style="text-align: left;">Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the Network Availability Metric is <math>\leq</math> ___ min. and ___ events per month.</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Level for the Network Availability Metric is no more than ___ min. and ___ events per month.</td> </tr> </tbody> </table>		Values	Description	Minimum Service Level	The Minimum Service Level for the Network Availability Metric is $\leq$ ___ min. and ___ events per month.	Increased Impact Level	The Increased Impact Level for the Network Availability Metric is no more than ___ min. and ___ events per month.
Values	Description							
Minimum Service Level	The Minimum Service Level for the Network Availability Metric is $\leq$ ___ min. and ___ events per month.							
Increased Impact Level	The Increased Impact Level for the Network Availability Metric is no more than ___ min. and ___ events per month.							
<b>Indicator:</b>	Critical							
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Network Availability Report.							
<b>Period:</b>	Monthly							

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<b>Hours of Operation:</b>	5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support
<b>Resource Range:</b>	This Service Level does not apply during scheduled maintenance
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 2. Average Network Response Time

<b>Objective:</b>	To monitor the Network Response time and facilitate effective communications between the Service Provider and County Management through the delivery of monthly Network Response Time reports.						
<b>Definition:</b>	The <b>Network Performance Ratio</b> is the fraction of the time (or equivalent percentage of time) that network transactions are completed (network ping) from the PC to servers and back.						
<b>Method:</b>	<u>Data Capture:</u> The Service Provider will develop a repository of the information to produce the Network Response Time reports.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th>Values</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Minimum Service Level</td> <td>The Minimum Service Level for the Network Availability Ratio is _____.</td> </tr> <tr> <td>Increased Impact Level</td> <td>The Increased Impact Service Level for the Network Availability Ratio is _____.</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the Network Availability Ratio is _____.	Increased Impact Level	The Increased Impact Service Level for the Network Availability Ratio is _____.
Values	Description						
Minimum Service Level	The Minimum Service Level for the Network Availability Ratio is _____.						
Increased Impact Level	The Increased Impact Service Level for the Network Availability Ratio is _____.						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Network Response Time Reports						
<b>Period:</b>	Monthly						
<b>Hours of Operation:</b>	5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support						
<b>Resource Range:</b>	This Service Level does not apply during scheduled maintenance						
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.						

3. Network/WAN Scheduled Downtime

<b>Objective:</b>	To monitor the Network/WAN scheduled downtimes during normal business hours, and provide County Management monthly service level reports.						
<b>Definition:</b>	Network/WAN Scheduled Downtime Availability provides an indication of County personnel productivity in terms of access to the network for any single WAN connection. <b>Monthly Scheduled Downtime</b> is hours of time network/WAN functionality is unavailable to users during the applicable month as scheduled by the County and Service Provider; <b>Monthly Unscheduled Downtime</b> is all other hours of time that network/WAN functionality is unavailable to users during the applicable month. <b>Monthly Scheduled Time</b> is (24 x the number of days in the applicable month) - Monthly Scheduled Downtime for the applicable month. The <b>Network/WAN Downtime Metric</b> is defined as (Monthly Scheduled Time - Monthly Unscheduled Downtime) in minutes.						
<b>Method:</b>	<u>Data Capture:</u> The Service Provider will develop a repository of the information to produce the Network/WAN Downtime Report.						
<b>Metrics:</b>	<table border="1"> <thead> <tr> <th data-bbox="526 1010 818 1066">Values</th> <th data-bbox="818 1010 1344 1066">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 1066 818 1178">Minimum Service Level</td> <td data-bbox="818 1066 1344 1178">The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is &gt; ___ min. per month.</td> </tr> <tr> <td data-bbox="526 1178 818 1289">Increased Impact Level</td> <td data-bbox="818 1178 1344 1289">The Increased Impact Level for the Network/WAN Scheduled Down Time Metric is &gt; ___ min. per month.</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is > ___ min. per month.	Increased Impact Level	The Increased Impact Level for the Network/WAN Scheduled Down Time Metric is > ___ min. per month.
Values	Description						
Minimum Service Level	The Minimum Service Level for the Network/WAN Scheduled Down Time Metric is > ___ min. per month.						
Increased Impact Level	The Increased Impact Level for the Network/WAN Scheduled Down Time Metric is > ___ min. per month.						
<b>Indicator:</b>	Critical						
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Network/WAN Downtime Reports						

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<b>Period:</b>	Monthly
<b>Hours of Operation:</b>	5 X 12 (Monday thru Friday 7am-7pm), plus after-hours phone and pager support
<b>Resource Range:</b>	This Service Level does not apply during scheduled maintenance
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent report may be modified pursuant to County Project Manager request on thirty (30) days notice.



7-56. Facilities, Equipment and Software Terms. Specific terms with respect to facilities, equipment, software and other assets will be included with reference to the Master Agreement.

8-57. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

58. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

9-59. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~(kkkk) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level

Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.

- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may ~~in addition to any other monetary remedies County may have, each time have,~~ for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; ~~failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(1)(iii)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(mmmm) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(nnnn) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include the~~include the remedies defined in this Service Agreement No. 10 and the Master Agreement.

~~(e)~~(oooo) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or ~~405%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and ~~do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County the Parties~~ the Parties may adjust the Service Level Weights, as ~~County the Parties~~ deems appropriate by mutual agreement.

~~(f)~~(pppp) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~total~~ Critical Service Level Credits for any given month will not exceed ~~twenty-five~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ Quality Service Level Credits for any given month will not exceed ~~ten-five~~ percent (~~405%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(qqqq) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twenty-five~~ percent (~~205%~~ = 0.20) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level

Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~10 percent (~~20~~10% = 0.~~20~~10) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month,~~ provided, however, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twenty five~~ten percent (~~205~~10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(b)(rrrr)~~**Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~total~~ Total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~total~~ Total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~40~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten five~~ten percent (~~405~~10%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

(j)(ssss) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**11. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 10, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO TELECOMM - VOICE SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**

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**Exhibit A**

**Key Positions**

- ~~1-47.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2-48.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3-49.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].
- ~~4-50.~~ **User Services Manager:** The Service Provider User Services Manager shall [Please insert task list here.].
- ~~5-51.~~ **Telecommunications Manager:** The Service Provider Telecommunications Manager shall [Please insert task list here.].

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## **Exhibit B**

### **Services**

#### Telecommunications-Voice

##### **Local/Long Distance/Voice/PBX Services**

The Service Provider will provide a wide range of telephone-related services, including local, long distance, and PBX services. Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software. The Service Provider will provide support of the PBX system. Supported hardware includes, but is not limited to, the PBX, ACD, telephone handsets, etc.

##### **Service Provider Staff Availability:**

8am – 5pm Monday – Friday CST, plus pager support 7 x 24

##### **Summary of Activities:**

- Provision, maintain and dispose of all telephone related equipment
- Install, move, add, change (IMAC) all telephone equipment
- Co-ordinate the provisioning and maintenance of cabling
- Perform PBX maintenance services
- Provide voicemail support
- Provide monthly usage invoices
- Break out invoices by County department and distribute to each department
- Maintain electronic telephone directories
- Provide long distance internal charge-back capability
- Provide support for Automated Call Distributor (ACD)

**Process  
Outputs:**

- Standard, monthly service level attainment reports
- Maintenance records
- Inventory of assets procured

**Responsibilities Matrix for Telecommunications-Voice Services**

Activity	County	Service Provider
Provision, maintain and dispose of all telephone-related equipment		✓
Install, move, add and change all telephone equipment		✓
Coordinate the provisioning and maintenance of cabling		✓
Perform PBX maintenance services		✓
Provide monthly usage invoices		✓
Break out invoices by County department and distribute to each department	✓	
Maintain electronic telephone directories	✓	
Provide support for automated call distributor (ACD)		✓

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Exhibit C

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Confidential in Confidence

## Exhibit D

### **Service Level Information for Telecommunications-Voice Services**

#### 1. Telephone System Availability

- Objective:** To provide the County with reliable Telephone Systems reliability and availability
- Definition:** The Telephone Systems are a critical communications component within the County network. Availability will be the responsibility of the Service Provider. Availability is defined as the system is up and usable for the various County User groups.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Telephone Systems Availability reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Network Availability Ratio is ____.
Increased Impact Level	The Increased Impact Service Level for the Network Availability Ratio is ____.

**Indicator:** Critical

**Affected Area:** County Contract Manager

**Elections Department has a critical need during each election days (from**

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**24-48 hours)**

**Responsibility:** Service Performance: Service Provider responsible for providing Telephone Systems Availability Reports

**Period:** Monthly

**Hours of Operation:** 7 x 24 x 365

**Resource Range:** IVR, Frames, PBX - CENTRIX, Centigram, Meridian, Non-PBX - Norstar, TIE BusCom Plus, Tie ModKey, Interel GMX 48, Condial Impression 48, Panasonic, Cortelco

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

## 2. Installation/Moves/Adds/Changes (IMAC)

**Objective:** To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Voice and provide County management monthly service level reports.

**Definition:** The introduction, move or modification of a telephone instrument, switch, voice circuit or system in the County environment and ensuring that all functions are consistent with the manufacturers specification as well as any special configuration required by the County.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Telecomm-Voice IMAC Report.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the Telecomm-Voice IMAC Ratio is .
Increased Impact Level	The Increased Impact Service Level for the Telecomm-Voice IMAC Ratio is ____.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Telecomm-Voice IMAC Report

**Period:** Monthly

**Hours of Operation:** 8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Resource Range:** 100 IMAC's per month

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

### 3. ACD / IVR Statistical Reports

**Objective:** To monitor the ACD and IVR Batch schedules and facilitates effective communications between the Service Provider and County Management through the delivery of monthly service level reports.

**Definition:**

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the ACD / IVR Statistical reports.

**Metrics:**

Values	Description
Minimum Service Level	The Minimum Service Level for the ACD / IVR Statistical Ratio is .
Increased Impact Level	The Increased Impact Service Level for the ACD / IVR Statistical Ratio is ____.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing ACS / IVR Statistical Reports

**Period:** Monthly

**Hours of Operation:** 7 x 24 x 365

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed report template to County Project Manager

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for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent reports may be modified pursuant to County Project Manager request on thirty (30) days notice.



original term of this Service Agreement No. 11 and any renewal of the Service Agreement No. 11.

~~7-26.~~ **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 11.

~~8-27.~~ **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

28. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

~~9-29.~~ **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)(tttt)~~ **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.

(2) **Service Level Standards (also known as "Required Service Levels").**

- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet or exceed a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

~~(3)~~ **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may, in addition to any other monetary remedies County may have, each time have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

~~(b)~~(uuuu) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise ~~agreed on the Service Agreement Effective Date.~~ Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(vvv) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a ~~signed~~ written amendment, signed by both Parties.

~~(d)~~(vvvv) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include the~~include the remedies defined in this Service Agreement No. 11 and the Master Agreement.

~~(e)~~(xxxx) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4905~~ or ~~49.5%~~). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County the Parties~~ may adjust the Service Level Weights, as ~~the Parties County~~ deems appropriate by mutual agreement.

~~(f)~~(yyyy) **Service Level Credits.** (1) ~~—~~In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. (2) In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the ~~total~~ Total Critical Service Level Credits for any given month will not exceed ~~twenty five~~ percent (~~20.5%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ Total Quality Service Level Credits for any given month will not exceed ~~ten five~~ percent (~~4.50%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). (3) If a single ~~event failure~~ directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will

select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(zzzz) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceeds~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceeds~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceeds~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceeds~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~10 percent (~~2010%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~five~~twenty percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(aaaa) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceeds~~ 90%, then the ~~total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), ~~shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any),~~ provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality

Service Level Measurement was last evaluated are both Unsatisfactory, then the ~~the~~ Total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times ~~40%~~10 of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~five percent (~~40~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(f)~~(b) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**11. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 11, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights



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EXHIBITS TO TELECOMMUNICATIONS - DATA CIRCUITS SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**
- Exhibit E      Dallas County Facilities and Equipment**

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## **Exhibit A**

### **Key Positions**

- ~~1~~-52. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2~~-53. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3~~-54. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].
- ~~4~~-55. **User Services Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].
- ~~5~~-56. **Telecommunications Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

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## **Exhibit B**

### **Services**

#### Telecommunications - Data Circuits

The Service Provider will provide a wide range of services in support of data circuits. The Service Provider will provision and install or coordinate the provisioning and installation of all required infrastructure, hardware equipment and software necessary for these circuits. The Service Provider will interface with, coordinate, and manage the activities of the telecom Service Provider.

**Service  
Provider  
Staff**

8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Availability:  
Summary of  
Activities:**

- Coordinate all install, move, add, change (IMAC) all circuits and equipment
- Coordinate the provisioning and maintenance of cabling
- Coordinate the provisioning and maintenance of data circuits
- Provide monthly usage invoices
- Break out invoices by County department and distribute to each department

**Process  
Outputs:**

- Standard, monthly service level attainment reports
- Maintenance records
- Inventory of assets procured

### Responsibilities Matrix for Telecommunications – Data Circuits

Activity	County	Service Provider
<b>Circuit Provisioning</b>		
Define requirements for telecommunication IMAC's	✓	✓
Determine site contacts and telephone numbers for each location		✓
Determine length of contract	✓	✓
Determine special demarcation location instructions, if any		✓
Determine special instructions or comments		✓
Approve all circuit procurement	✓	
Submit circuit acquisition request form to provisioning coordinator		✓
Remedy ticket opened to track history and progress		✓
Order placed with telecommunications carrier		✓
Circuit installation completed		✓
Remedy circuit database updated		✓
Remedy ticket closed		✓
Provisioning coordinator notifies project manager		✓
Project manager coordinates equipment installation and testing		✓
Installation and testing is completed		✓
Update documentation		✓
Coordinate all IMAC's for all circuits and equipment		✓
Coordinate the provisioning and maintenance of data circuits	✓	
Coordinate the provisioning and maintenance of cabling	✓	
Provide monthly usage invoices		✓



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Exhibit C

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

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**Exhibit D**

**Service Level Information for Telecommunications-Data Circuits  
Services**

**Telecommunications-Data Circuits**

**1. Data Circuit Availability**

**Objective:** To provide the County with reliable data circuits connectivity and availability

**Definition:** Circuit availability will be the responsibility of the Service Provider. Availability is defined as connection to a network from a 3<sup>rd</sup> party telecomm company.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Data Circuit Availability reports.

**Metrics:**

Values	Description
Minimum Service Level	Negotiated by Service Provider and County
Increased Impact Level	Negotiated by Service Provider and County

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing Data Circuit Availability Reports

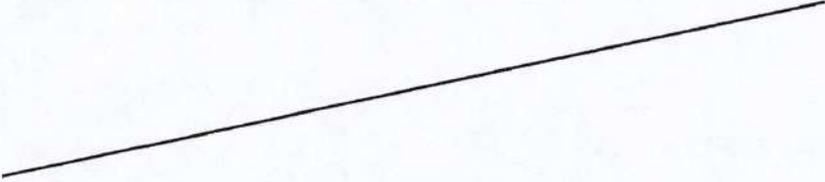
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**Period:** Monthly

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

**2. Installation/Moves/Adds/Changes (IMAC)**

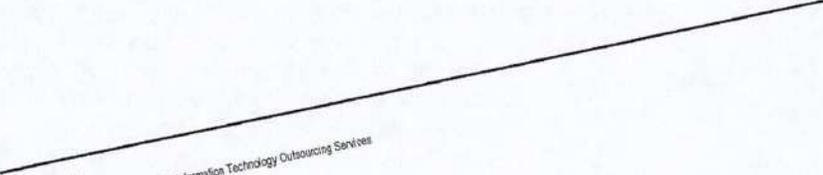
- Objective:** To monitor Installation/Moves/Adds/Changes (IMAC) for Telecommunication-Data Circuits and provide County management monthly service level reports.
- Definition:** The introduction, move or modification of a circuit in the County environment and the ensuring that all functions are consistent with the telecommunication provider specifications and any special configuration required by the County.
- Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Telecomm – Data Circuits IMAC’s report.
- Metrics:**
- | Values                 | Description                               |
|------------------------|---|
| Minimum Service Level  | Negotiated by Service Provider and County |
| Increased Impact Level | Negotiated by Service Provider and County |
- Indicator:** Critical
- Responsibility:** Service Performance: Service Provider responsible for providing Telecomm – Data Circuits IMAC’s Report.
- Period:** Monthly
- Resource Range:** # of IMACs per period
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.



**Exhibit E**

**Dallas County Facilities and Equipment**

[Supplied by Dallas County]



Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Commercial in Confidence

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APPENDIX C

**SERVICE AGREEMENT NO. 12: FOR TRAINING SERVICES**

This Service Agreement No. 12 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a        corporation ("Service Provider") on DATE, is hereby entered into and effective on the        day of                                   , 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.51. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.30. Services.** The Services to be provided under this Service Agreement No. 12 are described in Exhibit B attached hereto.
- 3.52. Inherent Services:** ~~Subject to As per~~ the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.31. Use of Dallas County Facilities and Equipment.** Dallas County shall provide the Dallas County Facilities and Dallas County Equipment described in Exhibit E to this Service Agreement.
- 5.32. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 6.33. Term.** The term of this Service Agreement No. 12 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) ~~three (3)~~ years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 12. County shall have the option to renew this Service Agreement No. 12 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 12 and any renewal of the Service Agreement No. 12.

7.34. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 12.

8.35. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

36. **Termination for Convenience.** Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

9.37. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~(cccc) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**

- 
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may, in addition to any other monetary remedies County may have, each time have, for Service Provider's failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; failures they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default. Service Level Credits are calculated in the manner described in this section.

~~(b)~~(dddd) **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(c)~~(eeee) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(ffff) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include the~~include the remedies defined in this Service Agreement No. 12 and the Master Agreement.

~~(e)~~(gggg) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., ~~0.4005~~ or 405%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~Count~~the Parties ~~y~~ may adjust the Service Level Weights, as the Parties County deems appropriate by mutual agreement.

~~(f)~~(hhhh) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~t~~Total Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (205%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~t~~Total Quality Service Level Credits for any given month will not exceed ~~tenfive~~ percent (405%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(iii) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twenty~~10 percent (~~205%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month~~, *provided, however*, that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(iiii) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceeds~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), ~~shall be 5% of Service Provider's total charges for the applicable month (excluding Pass Through Expenses and Special Charges, if any)~~, *provided, however*, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was ~~last~~ evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times

~~40~~10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, ~~ten~~five percent (~~40~~5%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)~~(kkkkk) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County or its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**11. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 12, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO TRAINING SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**
- Exhibit E      Dallas County Facilities and Equipment**

**Exhibit A**

**Key Positions**

~~1~~-57. **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.

~~2~~-58. **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

~~3~~-59. **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~4~~-60. **User Services Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~5~~-61. **Training Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

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## **Exhibit B**

### **Services**

#### **Training Services**

The Service Provider will schedule and conduct training classes for County employees during normal business hours. Training will include, but not be limited to, the use of the equipment, application software on all platforms supported by Service Provider for the County, standards for interaction with Help Desk, log in procedures, location of applications on desktop, location of personal and shared directories on the server, and how and where to do desktop backups.

**Service Provider Staff Availability:** Monday – Friday, 8am – 5pm (CST)

**Summary of Activities:**

- Identify training requirements, by user department
- Develop custom training programs and materials
- Organizing third party training activities, if necessary
- Preparing class agenda and practical exercises
- Test the training program, as required
- Conduct the training programs, as required
- Modify the training program and materials as necessary

**Process Outputs:**

- Standard, monthly service level attainment reports
- Training Curriculum
- Training Course Materials
- County satisfaction survey

### Responsibilities Matrix for Training Services

Activity	County	Service Provider
<b>Identify training requirements, by user department</b>		
Organize meetings with key people by user department		✓
Produce a training requirement draft report		✓
Get feedback from each user department	✓	
Finalize training requirement report		✓
Get approval from user departments	✓	
<b>Develop custom training programs and materials</b>		
Based on training requirement report, draft custom training program		✓
Get feedback from user departments	✓	
Finalize custom training program		✓
Get approval from user departments	✓	
<b>Organize third party training activities, if necessary</b>		
Coordinate logistics and support		✓
<b>Preparing class agenda and practical exercises</b>		
Prepare class materials and practical exercises		✓
Review and approve class materials and practical exercises	✓	
<b>Test the training program as required</b>		
Identify people part of the test program	✓	
Run the training classes for testing purposes		✓
Give feedback on the training program	✓	
Modify training program according to feedback		✓
<b>Conduct the training programs as required</b>		
Organize the logistics of each training program		✓

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Activity	County	Service Provider
Select the appropriate instructor for the class		✓
Teach the class		✓
Get feedback from training attendees		✓
<b>Modify the training programs and materials as necessary</b>		
Set up a training review committee	✓	
Based on feedback from committee, modify programs and materials		✓

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**Exhibit C**

**Charges**

[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]

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Dallas County  
Schlumberger Best and Final Offer for Information Technology Outsourcing Services  
Confidential in Confidence

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**Exhibit D**

***Service Level Information for Training Services***

# Training Services

## 1. Training Sessions Conducted

**Objective:** To ensure that all training classes are scheduled and conducted as scheduled and provide County Management with monthly service level reports.

**Definition:** The training session must be scheduled and completed by the Service Provider. Unplanned cancellation is defined as canceled by the vendor rather than no client enrollment.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the Training Session Conducted reports.

**Metrics:**

Values	Description
Minimum Service Level	No more than one (1) unplanned cancellation of a training class per period.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Training Activity Reports

**Period:** Monthly

**Resource Range:** 18 classes per month (6-8 hours each); unless there is no County employee signed up or shows up for the scheduled class

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.



**2. County Satisfaction Survey**

**Objective:** To ensure that the Service Provider measures those criteria which impact the County's user community for training classes, to determine whether end user feed back is consistent with the reported performance against service levels.

**Definition:** A successful quality review will be determined based on the degree of correlation between the user community's perceptions of service performance and actual Service Level results. The Service Provider will develop a Training satisfaction survey form to be approved by the county that will be administered to each class student at the end of each class.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the County Training Satisfaction Survey reports.

**Metrics:**

Values	Description
Minimum Service Level	Average score of 3.5 on a scale of 1 (worst) – 5 (best) per period.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing Satisfaction Survey Reports

**Period:** Monthly

**Resource Range:** 18 classes per month (6-8 hours each)

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

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APPENDIX C

**SERVICE AGREEMENT NO. 13: FOR CONSULTING SERVICES TO USER DEPARTMENTS**

This Service Agreement No. 13 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and ~~—~~ Schlumberger Omnes, Inc., a \_\_\_ corporation ("Service Provider") on DATE, is hereby entered into and effective on the \_\_\_ day of \_\_\_\_\_, 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.53. Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.38. Services.** The Services to be provided under this Service Agreement No. 13 are described in Exhibit B attached hereto.
- 3.54. Inherent Services:** ~~As per~~ Subject to the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.39. Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 5.40. Term.** The term of this Service Agreement No. 12 shall begin on the Service Agreement Effective Date. The term shall continue for a period of five (5) ~~three (3)~~ years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 13. County shall have the option to renew this Service Agreement No. 13 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 13 and any renewal of the Service Agreement No. 13.
- 6.41. Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii)

except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 13.

7.42. Responsibilities of Dallas County. The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~The~~ responsibilities of Dallas County shall be limited to those items listed in the matrix.

43. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

8.44. Service Levels. Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~ (IIII) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."
  - i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
  - i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.

- ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
- iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
- iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."
- (3) **Service Level Credits:** The amounts which County shall recover, in addition to any other monetary remedies County may ~~in addition to any other monetary remedies County may have, each time have, for~~ Service Provider failure to meet the Required Service Levels. The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures; ~~failures; they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits. they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(mmmmm)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date. Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month,

quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(e)~~(nnnnn) **Modification.** From time to time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)~~(ooooo) **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ include the remedies defined in this Service Agreement No. 13 and the Master Agreement.

~~(e)~~(ppppp) **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.4005 or 405%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity and ~~do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~ the Parties may adjust the Service Level Weights, as the Parties ~~County~~ deems appropriate by mutual agreement.

~~(f)~~(qqqqq) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however*, that (a) the ~~total~~ Total Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ twentyfive percent (205%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~total~~ Total Quality Service Level Credits for any given month will not exceed ~~to five~~ five percent (405%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~ failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(rrrrr) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will

be multiplied times ~~twentyfive~~ percent (~~205%~~ = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twentyten~~ percent (~~2010%~~ = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month, provided, however,~~ that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (~~205%~~) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(sssss) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory; otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet ~~or exceed~~ 90%, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was ~~last~~ evaluated are both Unsatisfactory, then the ~~Total~~ Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times 10%10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); *furthermore*, the Parties expressly agree that the ~~Total~~ Quality Service Level Credit for any given month will not exceed, and shall be capped at, ten percent (~~405%~~) of Service Provider's

monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(i)~~~~(ttttt)~~ **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; ~~or~~ (iii) acts or omissions of County its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**10. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 13, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO CONSULTING SERVICES TO USER DEPARTMENTS

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**

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**Exhibit A**

**Key Positions**

- ~~1-62.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.
- ~~2-63.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.
- ~~3-64.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

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## Exhibit B

### Services

#### Consulting Services to User Departments

Consulting Services to User Departments includes activities that are in addition to the basic infrastructure services outlined in the other Service Agreement. The Service Provider is responsible for providing the County with user consulting as a venue for maintaining direct contact with the user community. This includes providing advice and direction for departmental hardware, application software, networking, and problem determination and resolution. The Service Provider will perform systems analysis for departmental applications while insuring that requests are being serviced without delay. The Service Provider will provide guidance and assistance in identifying and implementing technological solutions, which may improve the methods and approaches currently in place within County departments.

**Service  
Provider  
Staff**

8am – 5pm Monday – Friday CST

**Availability:  
Summary of  
Activities:**

- Maintain a working knowledge and understanding of the business requirements by department
- Provision of advice, assistance and production of assigned deliverables
- Follow-up on work performed to ensure quality consulting service

**Process  
Outputs:**

- Documented requests for service

### Responsibilities Matrix for Consulting Services to User Departments

Activity	County	Service Provider
Identify departmental contacts	✓	
Approve departmental projects	✓	
Confirm project inputs	✓	
Confirm project mission	✓	
Develop project approach		✓
Develop communications strategy		✓
Determine resources and schedule		✓
Assign project team	✓	✓
Determine project costs and risks		✓
Conduct project reviews		✓
Kick off project	✓	✓
Approve change management	✓	

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]***

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**Exhibit D**

***Service Level Information for Consulting Services to User  
Departments***

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## Consulting Services to User Departments

### 1. Quality Reviews

- Objective:** To provide consulting activities to the different departments in the County and facilitate effective communications between the Service Provider and County Management through the delivery of Detail Activity and Quality Reports.
- Definition:** The Service Provider is the single point of contact for Consulting Services for the County. **Consulting Services** makes available to the County, subject matter experts from the Service Provider, on an as needed basis. Meetings the consultants and the County will be providing technical consulting for new and emerging technology and creative solutions.
- Method:** Data Capture: The Service Provider will develop a repository of information to produce Detail Activity and Quality Reports.

**Metrics:**

Values	Description
Minimum Service Level	Average score of 4.0 or better based on a scale of 1(worst) – 5(best) per period.

- Indicator:** Quality
- Responsibility:** Service Performance: Service Provider responsible for providing Detail Activity and Quality Reports.
- Period:** Semi-Annual
- Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**APPENDIX C**

**SERVICE AGREEMENT NO. 14: FOR PERSONAL COMPUTER SERVICES**

This Service Agreement No. 14 is entered into pursuant to, and is expressly incorporated by reference into, that Information Technology Services Agreement ("Master Agreement") executed between Dallas County, Texas ("County") and Schlumberger Omnes, Inc., a        corporation ("Service Provider") on DATE, is hereby entered into and effective on the        day of                                   , 2002 (the "Service Agreement Effective Date").

Accordingly, the parties agree as follows:

- 1.55. **Key Positions:** Key County and Key Service Provider Positions are specified in Exhibit A.
- 2.45. **Services.** The Services to be provided under this Service Agreement No. 14 are described in Exhibit B attached hereto.
- 3.56. **Inherent Services:** ~~As per~~ Subject to the Master Agreement subpart II entitled "Working Relationship: Services," Article A. 6, any services not specifically described which are determined to be reasonably required for the proper performance and provisioning of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Service Agreement.
- 4.46. **Use of Dallas County Facilities and Equipment.** Dallas County shall provide the Dallas County Facilities and Dallas County Equipment described in Exhibit E to this Service Agreement.
- 5.47. **Charges.** The specific Service Provider charges applicable to the Services are set out in Exhibit C attached hereto.
- 6.48. **Term.** The term of this Service Agreement No. 14 shall begin on the Service Agreement Effective Date. The term shall continue for a period of ~~three (3)~~ five (5) years after the Commencement Date, unless earlier terminated or renewed in accordance with the provisions of the Master Agreement or this Service Agreement No. 14. County shall have the option to renew this Service Agreement No. 14 for two (1) year terms by delivering written notice of such renewal to Service Provider at least ninety (90) days before expiration. All of the terms of the Master Agreement shall continue to apply without change during any renewal period. "Service Agreement Term" shall refer to both the original term of this Service Agreement No. 14 and any renewal of the Service Agreement No. 14.

7.49. **Incorporation by Reference.** The parties agree that (i) this Service Agreement is entered into by the parties pursuant to the terms of the Master Agreement, and (ii) except to the extent expressly provided otherwise in this Service Agreement, all the terms and conditions and definitions of the Master Agreement are expressly incorporated by reference into this Service Agreement No. 14.

8.50. **Responsibilities of Dallas County.** The responsibility matrix included in Exhibit B to this Service Agreement identifies the responsibilities of Dallas County during the Term of this Service Agreement; as such Exhibit may be amended and supplemented from time to time pursuant to the Master Agreement. ~~¶~~The responsibilities of Dallas County shall be limited to those items listed in the matrix.

9.51. **Definitions.** All defined terms that are used in the Master Agreement will have the same meaning in this Service Agreement. In addition, for purposes of this Service Agreement, the following terms shall have the indicated meanings:

"PC" means personal computers including the CPU cabinet, and human interface devices including, but not limited to, keyboard, monitor, and mouse;

"Peripheral" means any device attached externally to a PC, including but not limited to, printers, scanners, modems, serial devices\_(excluding keyboard, monitor, and mouse), USB devices\_(excluding keyboard, monitor, and mouse), and Parallel devices\_(excluding keyboard, monitor, and mouse).

52. Termination for Convenience. Upon termination by County for convenience pursuant to subpart VI, Article B. 2. of the Master Agreement and as provided herein, County shall also pay a cancellation fee in accordance with the following matrix:

40.11. **Service Levels.** Service Level Measurements will be used to quantitatively calculate Service Providers actual performance in the delivery of the Services. Service level information is provided below and in Exhibit D. Service levels for the Services will be included with reference to the Master Agreement.

~~(a)~~(uuuuu) **Definitions.**

- (1) **Service Level Measurement:** For any Service identified in this Service Agreement, Service Level Measurements are specified measurements for

quantitatively calculating the Service Provider's actual performance. Service Level Measurements are compared with Service Level Standards to appraise performance. Service Level Measurements are classified as either "Critical Service Level Measurements" or "Quality Service Level Measurements."

- i) **Critical Service Level Measurement:** Critical Service Level Measurements represent Service Level Measurements taken regarding critical activities as defined in Exhibit D.
  - ii) **Quality Service Level Measurement:** Quality Service Level Measurements represent Service Level Measurements taken regarding activities that tend to be more informational in nature, and, as such, are generally less critical to performance over time as defined in Exhibit D.
- (2) **Service Level Standards (also known as "Required Service Levels").**
- i) **Service Level Measurement Method:** The Service Level Measurement Method is the specific, agreed-upon method for calculating the Service Level Measurement.
  - ii) **Minimum Service Level:** The Minimum Service Level is the minimally acceptable ordinary-course value for a Service Level Measurement. Any failure to meet ~~or exceed~~ a Minimum Service Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. A Minimum Service Level is prescribed for all Service Level Measurements, regardless of whether the Service Level Measurements are Critical Service Level Measurements or Quality Service Level Measurements.
  - iii) **Increased Impact Level:** The Increased Impact Level is a Service Level Measurement value that is less satisfactory than the Minimum Service Level and, as such, is typically associated with increased adverse impact upon County business. Any failure to meet an Increased Impact Level may constitute, depending upon the facts and circumstances, a material breach of Service Provider's obligations under the Service Agreement. An Increased Impact Level is prescribed for Critical Service Level Measurements only.
  - iv) **Example:** Average Network Response Time, a Critical Service Level Measurement measured monthly, is assigned a Minimum Service Level of 3 seconds and an Increased Impact Level of 4 seconds. Database Software Release Management, a Quality Service Level Measurement measured semi-annually, is assigned a Minimum Service Level of "95% of software upgrades released on schedule."

- (3) **Service Level Credits:** The amounts which County shall recover, ~~in addition to any other monetary remedies County may~~, ~~in addition to any other monetary remedies County may have, each time have, for Service Provider's failure to meet the Required Service Levels.~~ The Parties acknowledge that Service Level Credits are intended to roughly reflect the diminished value of the Services as a result of service level - related failures, ~~they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties or other compensation for any such breach or default. County may recover damages over and above the Service Level Credits, they are not intended to compensate the County for breach and do not constitute liquidated damages, damages, penalties, or other compensation for any such breach or default.~~ Service Level Credits are calculated in the manner described in this section.

~~(b)(www)~~ **Time.** The Required Service Levels provided shall be applicable beginning effective ~~thirty (30) days after the Commencement Date unless otherwise agreed on the Service Agreement Effective Date.~~ Unless otherwise stated, each Service Level Measurement shall be calculated on a complete calendar month, quarter, or annual basis. Performance results shall be measured and reported based on actual results.

~~(c)(wwwww)~~ **Modification.** From time b time during the Term, the Parties agree to negotiate in good faith to modify Service Level Measurements, Service Level Measurement Methods, and Service Level Standards to reflect changes in County's business. All such changes shall be adopted in the form of a signed written amendment, signed by both Parties.

~~(d)(xxxxx)~~ **Remedies.** At all times during the Term, Service Provider shall provide the Services in a manner that meets ~~or exceeds~~ the then-existing Service Level Standards. The remedies for failure to do so shall ~~include~~ the remedies defined in this Service Agreement No. 14 and the Master Agreement.

~~(e)(yyyyy)~~ **Service Level Weights for Critical Service Level Measurements.** Each Critical Service Level Measurement shall be assigned a Service Level Weight which is used in the calculation of the Critical Service Level Credits. The Service Level Weights are commonly expressed in percentage form, but they may be properly referenced in either fractional form or equivalent percentage form (i.e., 0.405 or 405%). The Service Level Weights roughly approximate the severity of the impact on County's operations of failures to meet the respective Service Levels. The parties acknowledge that these percentages are very rough approximations of probable severity ~~and do not limit County's right to contend that one or more failures to meet one or more of the Service Levels may constitute a material breach of the Agreement.~~ Upon thirty (30) days advance notice to Service Provider, ~~County~~ the Parties may adjust the Service Level Weights, as ~~County~~ the Parties deems appropriate by mutual agreement.

~~(f)~~(zzzzz) **Service Level Credits.** (1) In each case of a failure to satisfy a Required Service Level, Service Provider will, within five (5) days from the identification of the deviation from the applicable Service Level Standard, provide to County a plan of activities which will allow Service Provider to satisfy the applicable Service Level Standard at the earliest date practicable. ~~(2)~~ In addition, County shall be entitled to recover a Service Level Credit for such deviation calculated in the manner described below, *provided, however,* that (a) the ~~T~~total Critical Service Level Credits for any given month will not exceed ~~twentyfive~~ percent (205%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); and that (b) the ~~T~~total Quality Service Level Credits for any given month will not exceed ~~tenfive~~ percent (495%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any). ~~(3)~~ If a single ~~event~~failure directly causes the failure to achieve more than one Required Service Level, then only one Service Level Credit will apply. In such event, County will select the Service Level Measurement that will be used for the calculation of the Service Level Credit.

~~(g)~~(aaaaa) **Method of Calculation for Critical Service Level Credits.** (1) If Service Provider fails to meet ~~or exceed~~ the Minimum Service Level, but meets ~~or exceeds~~ the Increased Impact Level, for a Critical Service Level Measurement, the Service Level Weight corresponding to that Service Level Measurement will be multiplied times ~~twentyfive~~ percent (205% = 0.205) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement. (2) If either (2a) Service Provider fails to meet ~~or exceed~~ the Increased Impact Level for a Critical Service Level Measurement or (2b) Service Provider's performance fails to meet ~~or exceed~~ the Minimum Service Level for a Critical Service Level Measurement and Service Provider failed to meet ~~or exceed~~ the Minimum Service Level for the same Critical Service Level Measurement the last two times that Critical Service Level Measurement was evaluated, then the Service Level Weight corresponding to that Critical Service Level Measurement will be doubled and such percentage will be multiplied times ~~twentyten~~ percent (2010% = 0.2010) of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any) to yield a Service Level Credit for the Critical Service Level Measurement (this calculation being in lieu of, and not in addition to, the credit calculation for the inherent Minimum Service Level failure). (3) To calculate the Total Critical Service Level Credit due to County for the Critical Service Level Measurements for the applicable month, the credits calculated for each Critical Service Level Measurement as described above are totaled and such amount shall be the Total Critical Service Level Credit to County ~~against Service Provider's invoice for the applicable month,~~ *provided, however,* that the Total Critical Service Level Credit for any given month will not exceed, and shall be capped at, ~~twentyfive~~ percent (205%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(h)~~(bbbbb) **Method of Calculation for Quality Service Level Credits.** (1) If Service Provider meets ~~or exceeds~~ the Minimum Service Level for a Quality Service Level Measurement, then that Service Level Measurement is Satisfactory;

otherwise, the Service Level Measurement is Unsatisfactory for the applicable month, unless the resource range is exceeded by Service Provider. (2) The number of Satisfactory Quality Service Level Measurements divided by the number of Quality Service Level Measurements evaluated is the Quality Service Level Measurement Performance Ratio for the applicable month, which may be expressed as either a fraction or an equivalent percentage (e.g., 0.95 = 95%). (3) If the Quality Service Level Measurement Performance Ratio fails to meet or exceed 90%, then the Total Quality Service Level Credit for the applicable month shall be the sum of the corresponding Service Level Weight corresponding to that Service Level Measurement multiplied times 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), shall be 5% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any), provided, however, that, if any Quality Service Level Measurement for the applicable month and for the directly preceding month in which that same Quality Service Level Measurement was last evaluated are both Unsatisfactory, then the Total Quality Service Level Credit for the applicable month shall be the Service Level Weight corresponding to that Service Level Measurement multiplied times 10% of Service Provider's total charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any); furthermore, the Parties expressly agree that the Total Quality Service Level Credit for any given month will not exceed, and shall be capped at, tenfive percent (105%) of Service Provider's monthly charges for the applicable month (excluding Pass-Through Expenses and Special Charges, if any).

~~(f)~~(cccccc) **Exceptions to Liability for Service Level Credits.** Service Provider shall not be liable to pay County Service Level Credits for any failure to meet a Service Level Standard to the extent that such a failure is directly attributable to (i) a Force Majeure Event; (ii) breaches of this Agreement by County, provided that Service Provider has provided County with reasonable notice of such breach immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such breach; or (iii) acts or omissions of County its suppliers, provided that Service Provider has provided County with reasonable notice of such act or omission immediately after becoming aware of it and Service Provider has used all Commercially Reasonable Efforts to perform notwithstanding such acts or omissions, (iv) any acts or omissions by third parties that disables or materially interferes with Service Provider's Systems; or (iv) the first manifestation of an extraordinary latent error or defect in Equipment used by Service Provider in providing the Services (and any related repeated instances pending the applicable Service Provider's correction of the defect) if such defect was (1) unknown to Service Provider and (2) not disclosed in any information distributed by the third party licensor, manufacturer, or distributor and (3) not preventable or discoverable through normal testing or maintenance procedures.

**12. Intellectual Property.** Service Provider shall develop and provide certain tools, applications, developed code, and Service Provider Software, including but not limited to portal, monitoring, remote control software used in the provision of Services under this Service Agreement No. 14, which shall collectively be described as "Service Provider Work Product" and which shall be identified specifically in Exhibit E. All such Service

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Provider Work Product described in this subsection (a) shall be considered instantly vested and fully owned by Service Provider as fully and completely as if a proper, enforceable work for hire under the copyright laws. If any such Service Provider Work product is not considered a work made for hire under applicable law, County hereby irrevocably assigns to Service Provider all of County's right, title and interest in and to such work product. County shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason Service Provider fails to obtain ownership of the work product and such ownership is vested in County or its employees or agents, County agrees to (i) promptly and legally transfer such work product to Service Provider wherever possible and (ii) wherever not possible, promptly grant to a perpetual, exclusive, royalty-free and world-wide license to use the Service Provider Work Product for any purpose, and to assign and sublicense its license rights

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EXHIBITS TO PERSONAL COMPUTER SERVICES

SERVICE AGREEMENT

- Exhibit A      Key Positions**
- Exhibit B      Services**
- Exhibit C      Charges**
- Exhibit D      Service Level Information**
- Exhibit E      Dallas County Facilities and Equipment**

**Exhibit A**

**Key Positions**

~~1-65.~~ **County Project Manager:** The County Service Agreement Manager, also known as the County Project Manager, for this Service Agreement is John Hennessey.

~~2-66.~~ **Service Provider Project Manager:** The Service Provider Service Agreement Manager, also known as the Service Provider Project Manager, for this Service Agreement is \_\_\_\_\_.

~~3-67.~~ **Services Delivery Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~4-68.~~ **User Services Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

~~5-69.~~ **Network Manager:** The Service Provider Services Delivery Manager shall [Please insert task list here.].

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## Exhibit B

### Services

#### Personal Computers

##### **Support and Maintenance Hardware/Software**

The Service Provider will provide configuration, installation, and relocation services for PCs, servers, printers and other peripherals owned by the County and in use on County property. Maintenance and repair services for these assets are also required. Additionally, this service includes the installation and maintenance of standard software applications for PCs, network components and standard server systems.

Additional PCs may be implemented for County use in accordance with the County's budget process and hardware acquisition procedures and schedules developed during planning cycles. New definitions of the standard PC/LAN will take place each year after the first year as part of the planning process.

**Service  
Provider  
Staff**

8am – 5pm Monday – Friday CST, plus pager support 7 x 24

**Availability:  
Summary of  
Activities:**

- Providing preventative and predictive maintenance
- Coordinate with third party hardware and software Service Providers to resolve problems/issues
- Providing component repair/replacement
- Provisioning warranty service and claims processing
- Materials ordered and dispatched, if necessary
- Change management (install, moves, adds, changes) in accordance with standard operating procedures
- Maintenance of inventory database
- Quality reviews - follow up

**Process  
Outputs:**

- Standard, monthly service level attainment reports
- Installation Log Report
- Asset Tag and Equipment Inventory Report

### Responsibilities Matrix for Personal Computers

Activity	County	Service Provider
Accept, track, resolve and follow up on all GTS tickets escalated from the Service Desk		✓
Identify locations to be support by "on-site" Level II support	✓	
Identify and tag all PC, printers and peripherals for Level II support		✓
Perform IMAC's for desktop computers and laptops, printers and servers		✓
Manage print services		✓
Manage Service Provider activities related to the repair of faulty hardware and software		✓
Participate in all scheduled disaster recovery simulations	✓	✓
Escalate problems in accordance with Dallas County problem escalation procedures		✓
Manage all ticket resolution to appropriate service levels		✓
Complete all resolution data required in GTS ticket reporting system		✓
Manage all maintenance contracts for hardware repairs		✓
Reports all contracted service level agreements with agreed upon metrics		✓

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**Exhibit C**

**Charges**

***[Pricing will be supplied by Service Provider. The pricing must conform to the RFP pricing spreadsheet sample for the 14 service categories and service levels 1, 2 and 3.]***

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**1. Exhibit D**

**2. Service Level Information for Personal Computer Services**

## Personal Computers

### 1. Installations/Moves/Add/Changes (IMAC)

<b>Objective:</b>	To monitor the requests for services in the desktop environment and to ensure that the Service Provider completes these requests in a timely, efficient, and effective manner.				
<b>Definition:</b>	An IMAC Request in the desktop environment is any installation, modification, addition or change that will ultimately alter or affect the desktop environment. An IMAC Deliverable is a deliverable which Service Provider agrees to provide on the IMAC Delivery Date in response to an IMAC Request. In the delivery of any IMAC Deliverable, the Service Provider will protect the environment from changes that are potentially disruptive or have unacceptable risk associated with them. The management of IMAC Requests and IMAC Deliverables is an ongoing process of communicating, coordinating, scheduling, monitoring, and controlling modifications to the environment.				
<b>Method:</b>	<u>Data Capture:</u> All County requests as well as SERVICE PROVIDER requests handled according to the change management process. All changes/requests are tracked with an automated tracking system for follow-up assessment.				
<b>Metrics:</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="text-align: center;">Values</th> <th style="text-align: center;">Description</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Minimum Service Level</td> <td>All IMAC Requests will be performed as scheduled and Service Provider cannot miss more than two (2) scheduled IMAC Delivery Dates per month.</td> </tr> </tbody> </table>	Values	Description	Minimum Service Level	All IMAC Requests will be performed as scheduled and Service Provider cannot miss more than two (2) scheduled IMAC Delivery Dates per month.
Values	Description				
Minimum Service Level	All IMAC Requests will be performed as scheduled and Service Provider cannot miss more than two (2) scheduled IMAC Delivery Dates per month.				
<b>Indicator:</b>	Quality				
<b>Responsibility:</b>	<u>Service Performance:</u> Service Provider responsible for providing Desktop Environment Change Reports				
<b>Period:</b>	Monthly				
<b>Resource Range:</b>	40 per month				
<b>Report:</b>	Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project				

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Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

2. PC Repair (Break/Fix)

**Objective:** To ensure that repairs are completed in a timely and orderly manner such that end-users may resume their duties as quickly as possible.

**Definition:** A reactive maintenance activity required to repair and/or replace a piece of equipment or its components and or software. The service level is measured in terms of overall time to repair (including verification).

A **PC Repair Ticket** is a ticket that relates to the repair and/or replacement of a worn, defective, inoperative, or non-functional component or software of a PC. A **PC Repair Ticket Opening Time** is the date-specific time the Help Desk promptly opens and assigns a numbered PC Repair Ticket based on a specific user request. The **PC Repair Ticket Closing Time** is the date-specific time on which all of the following conditions have been met: (a) The repair or replacement has been performed; (b) Help Desk has called the user and confirmed that the repair or replacement has been completed satisfactorily; and (c) the Help Desk has closed the ticket in the Problem Management system (said closing not to occur prior to confirmation with the requesting user). **The PC Repair Ticket Completion Time** is the elapsed number of business hours calculated as the difference between the PC Repair Ticket Closing Time and the PC Repair Ticket Opening Time.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the PC Repair reports.

**Metrics:**

Values	Description
Minimum Service Level	___% of all PC Repair Ticket Completion Time are completed in ___ business hours or less.
Increased Impact Level	___% of all PC Repair Ticket Completion Time are completed within ___ business hours or less.

**Indicator:** Critical

**Responsibility:** Service Performance: Service Provider responsible for providing PC Repair Reports

**Period:** Monthly

**Resource Range:** The average number of PC repairs per month is [REDACTED]

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

### 3. Peripheral Repair

**Objective:** To ensure that repairs are completed in a timely and orderly manner such that end-users may resume their duties as quickly as possible.

**Definition:** A reactive maintenance activity required to repair and/or replace a piece of equipment or its components and or software. The service level is measured in terms of overall time to repair (including verification).

A **PC Peripheral Repair Ticket** is a ticket that relates to the repair and/or replacement of a worn, defective, inoperative, or non-functional component or software of a PC Peripheral.

A **PC Peripheral Repair Ticket Opening Time** is the date-specific time the Help Desk promptly opens and assigns a numbered PC Peripheral Repair Ticket based on a specific user request. The **PC Peripheral Repair Ticket Closing Time** is the date-specific time on which all of the following conditions have been met: (a) The repair or replacement has been performed; (b) Help Desk has called the user and confirmed that the repair or replacement has been completed satisfactorily; and (c) the Help Desk has closed the ticket in the Problem Management system (said closing not to occur prior to confirmation with the requesting user).

The **PC Peripheral Repair Ticket Completion Time** is the elapsed number of business hours calculated as the difference between the PC Peripheral Repair Ticket Closing Time and the PC Peripheral Repair Ticket Opening Time.

**Method:** Data Capture: The Service Provider will develop a repository of the information to produce the PC Peripheral Repair reports.

**Metrics:**

Values	Description
Minimum Service Level	95% of all peripheral repairs are completed within eight (8) business hours of the reported problem.

**Indicator:** Quality

**Responsibility:** Service Performance: Service Provider responsible for providing PC Peripheral Repair Reports

**Period:** Monthly

**Resource Range:** Number of Peripherals repaired per month is

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Project Manager shall provide a detailed Report template to County Project Manager for review and approval. County Project Manager shall provide any feedback and revisions not later than thirty (30) days thereafter. The template for subsequent Reports may be modified pursuant to County Project Manager request on thirty (30) days notice.

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**File Name:** 6-01 Voice with PIC.xls