

**MASTER AGREEMENT**

AGREEMENT NUMBER <b>MA-2018-07</b>
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1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **Infiniti Consulting, Inc** and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the California Superior Courts identified in Exhibit 1 (Definitions). Each California Superior Court that enters into a Participation Agreement with Contractor pursuant to this Agreement is a “Participating Entity” (collectively, the “Participating Entities”). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.

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2. This Agreement is effective as of **November 1, 2018** (“Effective Date”) and expires on **October 31, 2020** (“Expiration Date”).  
This Agreement includes one or more options to extend through **October 31, 2023**.

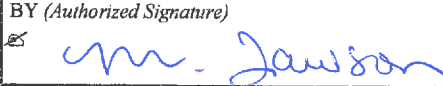

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3. The title of this Agreement is: **Master Agreement for Cloud-Based Disaster Recovery Services**.  
*The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

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4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Definitions Exhibit 2 – Background and Purpose Exhibit 3 – General Terms and Conditions Exhibit 4 – Licensed Software and Additional Terms Exhibit 5 – Specifications Exhibit 6 – Statement of Work (Model) Exhibit 7 – Acceptance and Sign-Off Form Exhibit 8 – Fees, Pricing and Payment Terms Exhibit 9 – Maintenance and Support	Exhibit 10 – Transition Services Exhibit 11 – Participation Agreement Exhibit 12 – Contractor Expense and Travel Reimbursement Guidelines Exhibit 13 – Unruh and FEHA Certification Attachments: RFP Exhibit 1: Business and Technical Requirements RFP Exhibit 2: Implementation and Deployment Requirements
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	<b>Infiniti Consulting, Inc</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Mona Lawson</b> <b>Supervisor, Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>SCOTT DROSSOS</b> <b>PRESIDENT</b>
DATE EXECUTED <b>11-7-18</b>	DATE EXECUTED <b>11-2-18</b>
ADDRESS <b>Branch Accounting and Procurement</b> <b>2850 Gateway Oaks Drive, Suite 300</b> <b>Sacramento, CA 95833-4348</b>	ADDRESS <b>193 Blue Ravine Road #160</b> <b>Folsom, CA 95630</b>

## EXHIBIT 1

### DEFINITIONS

1. **Agreement:** the entire integrated master agreement, including all contract documents, Exhibits, Attachments, and Amendments incorporated therein, signed by the Establishing JBE and Contractor, for performance of the Work.
2. **Amendment:** written contract document issued by a JBE, and signed by both Contractor and the JBE, which, in the case of the Establishing JBE, modifies the Agreement or, in the case of any Participating Entity, modifies the Participating Entity's Participation Agreement, including any (1) change in the Work; (2) change in fees, pricing and payment terms; (3) change in schedule for delivery and performance of Work; or (4) change to other terms and conditions.
3. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.
4. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement or any Participation Agreement, (ii) all information related to the business of the JBE that may be obtained orally, in writing, or from any source, or on any JBE mainframe, JBE or judicial branch computer network or workstation, and all software, whether owned or licensed by the JBE and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the JBE concerning the past, present, or future official business and/or the results of the provision of services to the JBE, (iv) JBE Data, and (v) information relating to JBE personnel and JBE users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
5. **Contractor:** individual or entity, contracting with the JBEs to do the agreed Work and supply any Deliverable under this Agreement and any Participation Agreement. Contractor is a party to this Agreement.
6. **Data:** information, including, but not limited to, Confidential Information, personal information, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
7. **Data Safeguards:** the highest industry-standard safeguards (including administrative, physical, technical, and procedural safeguards) against the destruction, loss, misuse, unauthorized disclosure, or alteration of the JBE Data or Confidential Information, and such other related safeguards that are set forth in applicable laws, a Statement of Work, or pursuant to JBE policies or procedures.

**8. Deliverable(s):** hardware, Licensed Software, third party software, firmware, documentation, services or other items, specified in the Agreement or any Participation Agreement, that Contractor shall complete and deliver or submit to JBEs.

**9. Documentation:** (i) all documentation published by Contractor for the Licensed Software, and (ii) all technical architecture documents, technical manuals, user manuals, flow diagrams, operations guides, file descriptions, training materials and other documentation related to the Deliverables; together with all Upgrades thereto.

**10. Hosted Services:** Any cloud-based services, hosted service (including Licensed Software hosted services), or software as a service provided under the Agreement or Participating Addendum

**11. Licensed Software:** Contractor's commercially available Software applications set forth in Exhibit 4 (Licensed Software and Additional Terms), together with all Upgrades thereto.

**12. Maintenance:** enhancements, Upgrades and new releases of the Licensed Software (including without limitation those updates required to allow the Licensed Software to operate properly under new releases of the operating system or database platform), which Contractor agrees to provide the JBEs under the provisions of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).

**13. Maintenance Release(s):** those modules, improvements, enhancements, Upgrades or extensions to the Licensed Software as more particularly defined in Exhibit 9 (Maintenance and Support).

**14. Material(s):** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

**15. Notice:** written document signed by an authorized representative of either party to this Agreement, providing formal notification and sent by either: (1) depositing in the U.S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or (2) hand-delivery to the other party's authorized representative, as set forth in this Agreement. This Notice shall be effective on the date of receipt.

**16. Participating Entities:** Each and any of the fifty-eight (58) California Superior Courts shall have the right to participate in this Agreement and become a Participating Entity by executing a Participation Agreement with Contractor.

**17. PCC:** California Public Contract Code.

**18. Project Lead:** Contractor's representative who will operate as the main interface with the JBE regarding the Work to be performed under this Agreement or any Participation Agreement. Contractor's Project Lead may vary by Participating Entity.

19. **Project Manager:** JBE representative who will operate as the main interface between Contractor and the JBE regarding the Work to be performed under this Agreement and each Participation Agreement.
20. **Source Code:** the source language code of the Licensed Software as the same is written by the programmers thereof.
21. **Specifications:** collectively (i) the functional specifications for the Licensed Software, as such functional specifications may be developed and revised from time to time, and (ii) the additional specifications required by a JBE to be implemented in addition to the specifications for the Licensed Software. Specifications include, without limitation, the technical specifications for the Licensed Software as established in the Documentation accompanying the Licensed Software. The Specifications in effect as of the Effective Date of this Agreement are set forth in Exhibit 5 (Specifications).
22. **Stop Work Order:** written notice to Contractor from a JBE, directing Contractor to stop performance of Work for a period of ninety (90) days, or for a longer period by mutual agreement of the parties.
23. **Subcontractor:** a person or business entity that has a contract (as an independent contractor and not an employee) with Contractor to provide some portion of the Work of this Agreement.
24. **Support Services:** those services required to support or maintain the Licensed Software or Hosted Services, in accordance with the terms of Section 4 (Maintenance and Support Services) of Exhibit 3 (General Terms and Conditions) and Exhibit 9 (Maintenance and Support).
25. **Task:** one or more functions, services, or actions, as specified in this Agreement or a Participation Agreement, to be performed by Contractor for the JBE.
26. **Third Party:** any individual or entity not a party to this Agreement.
27. **Transition:** Contractor assistance services necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor's subcontractor to the JBE or its designee, in the event of termination of this Agreement or a Participation Agreement.
28. **Upgrades:** means all new versions, bug fixes, error-corrections, workarounds, patches and new releases of Licensed Software, Hosted Services, and/or Documentation. "Upgrades" shall also include any modification, improvement, enhancement, added feature, or added functionality to the Licensed Software that Contractor develops, distributes, or enables in connection with or as a result of any individual Participating Entity's participation in this Agreement. Such Upgrades shall become part of the Licensed Software and Hosted Services and available to all other Participating Entities under the terms of this Agreement.

29. **Work:** any or all labor, services (including the Hosted Services), Deliverables, training, equipment, supplies, Materials, Tasks, and any other items (including the Licensed Software) or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of this Agreement or a Participation Agreement. Work may also include Tasks, Deliverables, and/or submittals required by individual work order(s) or Statements of Work.

***END OF EXHIBIT 1***

## EXHIBIT 2

### BACKGROUND AND PURPOSE

#### 1. Background, Purpose, and Ordering.

- 1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work.
- 1.2 Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participation Agreement with Contractor in the form attached as Exhibit 12 (Participation Agreement). Pricing for Work shall be in accordance with the prices and fees set forth in this Agreement. After a Participation Agreement has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participation Agreement in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participation Agreement.
- 1.3 Each Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participation Agreement, subject to the following: (i) each Participation Agreement shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participation Agreement; (ii) the Participation Agreement may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Agreement. The Participation Agreement and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participation Agreement from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully-signed copy of each Participation Agreement between the Contractor and a Participating Entity. Failure by Contractor to timely execute a Participation Agreement in accordance with this Agreement shall be a material breach of this Agreement. The Participating Entities (other than the Establishing JBE) are third party beneficiaries of this Agreement, and they may enforce their rights and seek remedies pursuant to this Agreement.
- 1.4 Any term in a Participation Agreement (including a Participating Entity's Statement of Work) that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and that Participating Entity. Fees and pricing in any Participation Agreement may not exceed the fees and pricing set forth in this Agreement for the applicable Work.

- 1.5 The JBE signing the Participation Agreement shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participation Agreement; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participation Agreement signed by such JBE, nor shall any breach by a JBE under a Participation Agreement give rise to a breach under any other Participation Agreement or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participation Agreement), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 1.6 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

***END OF EXHIBIT 2***

### EXHIBIT 3

#### GENERAL TERMS AND CONDITIONS

##### 1. Scope of Work; Acceptance; Prior Work.

**A. Scope of Work; Statement of Work.** Pursuant to a Participating Entity's statement of work ("Statement of Work") (in a form substantially similar to the model Statement of Work set forth in Exhibit 6), Contractor will perform and complete all Work set forth in a Participation Agreement, including any attachments, in compliance with the requirements of this Agreement, and to the satisfaction of the Participating Entity. The Statement of Work shall, at a minimum, include:

- i) itemized list of services, Deliverables, and Work to be performed, including any requirements to perform the Work;
- ii) a milestone schedule for the completion of the services, Deliverables, and Work;
- iii) any acceptance criteria in addition to the acceptance provisions set forth in Section 1(B) below;
- iv) the personnel to be assigned, along with their job classification, if applicable;
- v) if applicable, the anticipated number of hours to be expended by each such person in the performance of Statement of Work;
- vi) the name of Contractor's Project Lead, if applicable;
- vii) a project plan that addresses the scope and detail of services to be performed; and
- viii) to the extent not provided in Exhibit 8 (Fees, Pricing and Payment Terms), any additional fees and costs that may be applicable to the Statement of Work as the parties may agree upon.

##### **B. Acceptance.**

i) All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager. The JBE's Project Manager will apply the acceptance criteria set forth in the applicable Statement of Work, (including timeliness, completeness, technical accuracy and conformance to statistical, industry or marketplace standards) to determine acceptance or non-acceptance of the Work.



ii) The JBE's Project Manager may use the Acceptance and Sign-off Form, in the form provided in Exhibit 7 (Acceptance and Sign-Off Form), to notify the Contractor of acceptance or non-acceptance.

iii) If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten (10) business days from receipt of the Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non- acceptance. Thereafter, the parties shall repeat the process set forth in this Section 1(B)(iii) until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of this Agreement which relates to the rejected Work at no expense to the JBE.

iv) If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including without limitation (i) setting off the overpayment against future invoices payable by the JBE, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request.

**C. Prior Work.** Prior work, performed by Contractor pursuant to the JBE's authorization, but before execution of this Agreement, will be considered as having been performed subject to the provisions of this Agreement.

**D. Non-Exclusivity.** This is a non-exclusive agreement. The JBEs reserve the right to perform, or have others perform the Work of this Agreement. The JBEs reserve the right to request bids for the Work from others or procure the Work by other means.

## **2. Changes in Work; Stop Work.**

### **A. Changes in Work.**

i) The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Statement of Work, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

ii) For any change proposed by a JBE or Contractor, Contractor will submit in writing:

a) a description of the proposed change and the reasons for the change;

b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and

c) a statement of the expected impact on schedule.

iii) If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

iv) If the parties cannot agree to the terms of a change, Contractor will proceed diligently with the Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

#### **B. Stop Work.**

i) The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

ii) Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 26 (Termination).

iii) If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the applicable Stop Work period.

iv) If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.

v) The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

### 3. Software License.

#### A. Grant of Rights.

i) Contractor grants to the JBE a perpetual, irrevocable, worldwide, non-exclusive license to: (a) install and use the Licensed Software for the purpose of conducting the JBE's business; and (b) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes. The JBE's rights hereunder shall permit the installation and/or reproduction and copying of the Licensed Software, or portions thereof, to the extent reasonably necessary to enable access to and use of the Licensed Software by, (a) any law enforcement, immigration, judicial or other governmental entity for purposes reasonably related to the administration of the courts of the State of California, (b) any court user or party needing the Licensed Software for the purpose of connecting to, making use of (such as lawyers, litigants, parties and the general public) or supporting the operations of the courts of the State of California, (c) third parties that perform processing services and/or disaster recovery services for the JBE or on behalf of JBE as long as the Licensed Software is used only as defined herein, and (d) the JBE's service providers, but only in connection with their providing of services to the courts of the State of California. Such use and access may be directly enabled or web enabled via Internet or intranet or enabled via any other communication facility.

ii) Notwithstanding any other provision in this Agreement, the JBE (and its agents, employees, and contractors), and JBE third-party contractors (which shall include the agents, employees and contractors of the Judicial Council of California) may: (a) install, use and host the Licensed Software for the benefit of the JBE at the facilities of the JBE or the facilities of Contractor or third-party contractors; (b) install and use the Licensed Software for the purpose of providing the JBE with implementation and configuration services in connection with the Licensed Software; (c) install and use the Licensed Software for the purpose of maintaining and supporting the Licensed Software for the benefit of the JBE; and (d) make a reasonable number of copies of the Licensed Software for archival and/or backup purposes.

#### B. Additional Terms

i) **Additional License Terms.** The JBE and Contractor agree to the license terms, if any, set forth in Exhibit 4 (Licensed Software and Additional Terms), as additions to (as applicable) the terms of this Section 3(B)(ii). If the additional terms set forth in Exhibit 4 (Licensed Software and Additional Terms) directly conflict with the terms of this Exhibit 3 (General Terms and Conditions), the terms of this Exhibit 3 shall control.

#### **4. Maintenance and Support Services.**

**A. Maintenance.** Except as otherwise provided in Exhibit 9 (Maintenance and Support), during the term of this Agreement, Contractor shall provide the JBE with Maintenance for the Licensed Software as follows: (i) such improvements, enhancements, upgrades, updates, new releases, extensions and other changes to the Licensed Software, as and when made generally available by Contractor to its other customers or as and when made specifically available by Contractor to any other JBE, including but not limited to modifications, improvements, renamed products, correction of defects, and fixes relative to the usual, general, and ordinary use and application of the Licensed Software; (ii) updates to the Licensed Software if and as required to cause the Licensed Software to operate under new versions or releases of the JBE's then-current operating system or database platform, within a reasonable time after the general release of such new versions or releases; (iii) updates to the Licensed Software if and as required to cause the Licensed Software to support business operations of the JBEs conducted in order to comply with specific provisions of California and other applicable law, as and when such law may change from time to time during the term; and (iv) Maintenance Releases to the Licensed Software if and as required.

Maintenance Releases shall not include those new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality not provided or performed by the Licensed Software originally licensed to the JBE; provided, however, that such new modules, improvements, enhancements, upgrades or extensions which provide additional features or additional material functionality shall be considered Maintenance Releases (a) in the event that such modules, improvements, enhancements, upgrades or extensions are distributed by Contractor free of charge to its customers, (b) in the event that such modules, improvements, enhancements, Upgrades or extensions are distributed to or developed by Contractor for any other JBE; (c) if Contractor requires the JBE to install such new module, improvement, enhancement, upgrade or extension in order to receive or continue receiving a Maintenance Release(s) of the Licensed Software, or (d) if such modules, improvements, enhancements, upgrades or extensions constitute a new product, released by Contractor as a substitute for the Licensed Software, under circumstances where Contractor discontinues releases of or support for the Licensed Software.

**B. Installation of Maintenance Releases.** The JBE agrees to install or permit the installation or implementation of all Maintenance Releases such that, after the JBE's acceptance of the Licensed Software and at all times thereafter during the term, the version of the Licensed Software in use by the JBE either (i) was first made generally available by Contractor within thirty-six (36) months of then-current date, or (ii) is within one (1) major release of the most recent release of the Licensed Software made generally available by Contractor; provided, however that the JBE shall have the right to refuse the installation or implementation of any such Maintenance Release that necessitates: (i) re-training of the JBE's users, (ii) conversion of the JBE's case management system to a new platform or operating system, (iii) significant

reprogramming or reconfiguration of the Licensed Software, or (iv) undesired functionality. During the term of this Agreement, the JBE may request that Contractor provide, pursuant to a separate agreement for professional services, a Maintenance Release for the Licensed Software to permit the JBE to implement a new or different database platform or operating system for the JBE's case management system. If Contractor refuses to provide such Maintenance Release within a commercially reasonable period, then the JBE may terminate this Agreement or the applicable Participation Agreement in accordance with Section 26(A) ("Termination for Cause by Court").

**C. Support Services.** During the term of this Agreement and each Participation Agreement, Contractor shall provide to the JBE the Support Services, via such method as is appropriate given the nature of the required Support Services, including without limitation telephone support, remote access support or in-person support at the JBE's location or such other location as JBE may specify, all as more particularly described in Section 1 (Classification of Errors) of Exhibit 9 (Maintenance and Support).

**D. Support Service Levels.** In the event that the Licensed Software fails to perform in accordance with the Specifications or otherwise contains errors, defects, bugs, nonconformity or malfunctions, the JBE shall notify the Contractor of such condition, and Contractor shall respond to the JBE's requests for Support Services in accordance with the Service Levels set forth in Exhibit 9 (Maintenance and Support). The JBE shall assign the applicable Service Level, as described in Exhibit 9 (Maintenance and Support) to each request for Support Services and Contractor shall respond according to the applicable response requirements set forth in Exhibit 9 (Maintenance and Support), based on the severity of the error, defect, bug, nonconformity or malfunction designated by the JBE. Contractor shall perform such correction or repair at no additional charge to the JBE. In the event that Contractor is unable to complete the corrections or repairs necessary to permit the Licensed Software to perform and conform to the Specifications or to correct such error, bug, nonconformity or malfunction, then the parties shall invoke the Escalation Procedure set forth in Exhibit 9 (Maintenance and Support).

## **5. Data and Security.**

### **A. Safety and Security Procedures.**

"JBE Data" means information or other content related to the business or operations of a JBE and its users or personnel, including without limitation court case information, personally identifiable information, a JBE's Confidential Information, and any information or content that a JBE's personnel, agents, and users upload, create, or modify through the services, software, or networks provided by Contractor under this Agreement. Unauthorized access to, or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE

Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of JBE Data that Contractor receives or has access to. JBE owns and retains all right and title to JBE Data and has the exclusive right to control its use.

Contractor shall implement, maintain and enforce the highest industry-standard safety and physical security policies and procedures (including appropriate administrative, physical, technical, and procedural safeguards).

#### **B. Data Security.**

(i) Contractor shall comply with the Data Safeguards. Contractor shall implement and maintain a comprehensive information security program (“Contractor’s Information Security Program”) in accordance with the Data Safeguards. Contractor shall comply with all applicable privacy and data security laws, and other laws (including the California Rules of Court) and regulations relating to the protection, collection, use, and distribution of JBE Data, as well as privacy and data security requirements and standards set forth in the JBE’s policies or procedures. To the extent that California Rule of Court 2.505 applies to this Agreement, Contractor shall provide access and protect confidentiality of court records as set forth in that rule and in accordance with this Agreement.

(ii) Unauthorized access to or use or disclosure of JBE Data (including data mining, or any commercial use) by Contractor or third parties, is prohibited. Contractor shall not, without the prior written consent of an authorized representative of JBE, use or access the JBE Data for any purpose other than to provide the Work under this Agreement. In no event shall Contractor transfer the JBE Data to third parties, or provide third parties access to the JBE Data, except as may be expressly authorized by JBE. Contractor is responsible for the security and confidentiality of the JBE Data. JBE owns and retains all right and title to the JBE Data and has the exclusive right to control its use.

(iii) No Work (including Hosted Services and Licensed Software) shall be provided from outside the continental United States. Remote access to JBE Data from outside the continental United States is prohibited unless approved in writing in advance by the JBE. The physical location of Contractor’s data center, systems, and equipment where the JBE Data is stored shall be within the continental United States. Contractor shall ensure that access to the JBE Data will be provided to the JBE (and its authorized users) 24 hours per day, 365 days per year (excluding agreed-upon maintenance downtime). Upon the JBE’s request, all JBE Data in the possession of Contractor shall be provided to JBE in a manner reasonably requested by JBE and all copies shall be permanently removed from Contractor’s system, records, and backups, and all subsequent use of such information by Contractor shall cease.

- (iv) Confidential, sensitive, or personally identifiable information shall be encrypted in accordance with the highest industry standards, applicable laws, this Agreement, and JBE policies and procedures.

**C. Data Breach.** If there is a suspected or actual Data Breach, Contractor shall notify the JBE in writing within two (2) hours of becoming aware of such occurrence. A “Data Breach” means any access, destruction, loss, theft, use, modification or disclosure of the JBE Data by an unauthorized party. Contractor’s notification shall identify: (i) the nature of the Data Breach; (ii) the data accessed, used or disclosed; (iii) who accessed, used, disclosed and/or received data (if known); (iv) what Contractor has done or will do to mitigate the Data Breach; and (v) corrective action Contractor has taken or will take to prevent future Data Breaches. Contractor shall promptly investigate the Data Breach and shall provide daily updates, or more frequently if required by the JBE, regarding findings and actions performed by Contractor until the Data Breach has been resolved to the JBE’s satisfaction, and Contractor has taken measures satisfactory to the JBE to prevent future Data Breaches. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the JBE. The JBE and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the JBE, its agents and law enforcement, including with respect to taking steps to mitigate any adverse impact or harm arising from the Data Breach. After any Data Breach, Contractor shall at its expense have an independent, industry-recognized, JBE-approved third party perform an information security audit. The audit results shall be shared with the JBE within seven (7) days of Contractor’s receipt of such results. Upon Contractor receiving the results of the audit, Contractor shall provide the JBE with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Agreement.

**D. Security Assessments.** Upon advance written notice by the JBE, Contractor agrees that the JBE shall have reasonable access to Contractor’s operational documentation, records, logs, and databases that relate to data security and the Contractor’s Information Security Program. Upon the JBE’s request, Contractor shall, at its expense, perform, or cause to have performed an assessment of Contractor’s compliance with its privacy and data security obligations. Contractor shall provide to the JBE the results, including any findings and recommendations made by Contractor’s assessors, of such assessment, and, at its expense, take any corrective actions.

**E. Data Requests.** Contractor shall promptly notify the JBE upon receipt of any requests which in any way might reasonably require access to the JBE Data. Contractor shall not respond to subpoenas, service of process, Public Records Act requests (or requests under California Rule of Court 10.500), and other legal requests directed at Contractor regarding this Agreement or JBE Data without first notifying the JBE. Contractor shall provide its intended responses to the JBE with adequate time for the JBE to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the JBE unless authorized in writing to do so by the JBE.

**F. Data Backups.** If Contractor is providing Hosted Services under this Agreement, Contractor shall:

- ensure that any hosting facilities (including computers, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities (if applicable) shall be located in the continental United States;
- ensure that Contractor's employees and any Subcontractors personnel potentially having access to the JBE Data have been background-checked, must be authorized to work in the United States and is based in the United States,
- have the capability to export JBE's raw data in human readable and machine-readable format, and have the capability to promptly provide JBE Data to JBE upon its request;
- have the capability to import JBE's data (subject to Contractor's confidentiality obligations);
- maintain recoverable secure backups offsite in a fire-protected, secure area, geographically separate from the primary datacenter
- Recover from backup within the timeframe set forth in the Service Level requirements;
- Recover recently posted transactions within the timeframes set forth in the Service Level requirements; and
- Encrypt backup data.

**G. Transition Period.** For ninety (90) days prior to the expiration date of this Agreement or any Participation Agreement, or upon notice of termination of this Agreement or any Participation Agreement, Contractor shall assist the JBE in extracting and/or transitioning all JBE Data in the format determined by the JBE. During the transition period, the Hosted Services and JBE Data access shall continue to be made available without alteration.

**6. Accounting.** Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

**7. Audit; Retention of Records.**

**A. Audit.** Upon reasonable notice, Contractor will provide to the JBE, to any federal or state entity with monitoring or reviewing authority, or to the JBE's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide the JBE with all relevant information requested and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.



**B. Retention of Records.** Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four (4) years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

**8. Assignment.** Contractor will not assign its rights or obligations under this Agreement (including any Participation Agreement), either in whole or in part, without the prior written consent of the Establishing JBE. Any attempted assignment will be void or invalid. This Agreement binds the parties as well as their heirs, successors, and assignees.

**9. Choice of Law; Jurisdiction and Venue.**

**A. Choice of Law.** This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

**B. Jurisdiction and Venue.** Contractor irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of California in any legal action concerning or relating to this Agreement.

**10. Certifications and Representations.** Contractor represents and certifies the following:

**A. Authorization/Compliance with Laws.** (i) Contractor has full power and authority to enter into this Agreement, to grant the rights and licenses herein and to perform its obligations under this Agreement, and that Contractor's representative who signs this Agreement has the authority to bind Contractor to this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate action on the part of Contractor; (iii) Contractor shall not and shall cause Subcontractors not to enter into any arrangement with any Third Party which could reasonably be expected to abridge any rights of the JBEs under this Agreement; (iv) this Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms; (v) Contractor is qualified to do business and in good standing in the State of California; (vi) Contractor, its business, and its performance of its obligations under this Agreement comply with all applicable laws; and (vii) Contractor pays all undisputed debts when they come due.

**B. No Harassment/Nondiscrimination.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV

and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

**C. Drug-free Workplace.** Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code §§ 8355–8357.

**D. Labor/Collective Bargaining.** Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

**E. National Labor Relations Board (NLRB) Certification.** Contractor certifies that, within the immediately preceding two-year period, no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

**F. Prohibition Against Hiring Court Employees.** Contractor certifies and will require all Subcontractors to certify to the following:

“Former Court employees will not be offered employment position for two (2) years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

**G. No Interference with Other Contracts.** Contractor certifies that to the best of Contractor's knowledge; this Agreement does not create a conflict of interest or default under any of Contractor's other contracts.

**H. No Litigation.** Contractor certifies that no suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse effect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

**I. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** Contractor is in compliance with: (i) Public Contract Code section 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on

the basis of marital or domestic partner status; and (ii) Public Contract Code section 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

**J. Expatriate Corporation.** Contractor certifies that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBEs.

**K. Sweatfree Code of Conduct.** If this Agreement provides for furnishing equipment, materials, or supplies (except related to the provision of public works), or for the laundering of apparel, garments or corresponding accessories:

i) No apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and PCC 6108.

ii) Contractor cooperates fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

**L. Child Support Compliance Act.**

i) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

ii) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**M. Small Business Preference Contract Clause.** This provision is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Establishing JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

**N. Federally-funded Agreements.** If this Agreement is funded in whole or in part by the federal government, then:

- i) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- ii) This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- iii) The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds.
- iv) The parties may amend the Agreement to reflect any reduction in funds.

## **11. Conflict of Interest; Prohibition Against Gratuities.**

### **A. Conflict of Interest.**

- i) Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the JBEs.
- ii) Contractor and its Subcontractors and employees will not participate in proceedings that involve the use of JBE funds or that are sponsored by a JBE if

the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

iii) Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of a JBE's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of the JBE.

#### **B. Prohibition Against Gratuities.**

i) Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of a JBE, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

ii) For any breach or violation of this covenant, the JBE has the right to terminate the Agreement or the Participation Agreement, as applicable, for cause, either in whole or in part. Any loss or damage sustained by a JBE in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The JBE's rights and remedies under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

**12. Consideration; Payment.** The consideration paid to Contractor is the entire compensation for all Work performed under this Agreement, including all of Contractor's approved reimbursable expenses incurred, such as travel and per diem expenses, unless otherwise expressly provided, as set forth in Exhibit 8 (Fees, Pricing and Payment Terms).

**A. Payment Does Not Imply Acceptance of Work.** The JBE's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to the JBE.

**B. Disallowance.** If Contractor receives payment from the JBE for a service or reimbursement that is later disallowed or rejected by the JBE, Contractor will promptly refund the disallowed amount to the JBE upon the JBE's request. At its option, the JBE may offset the amount disallowed from any payment due to Contractor, under this Agreement or any other agreement.

### **13. Contractor Status.**

#### **A. Independent Contractor.**

i) Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as JBE agents, officers or employees. Contractor has no authority to bind or incur any obligation on behalf of the JBEs.

ii) This Agreement will not be considered under any circumstance to create a joint-venture relationship.

iii) If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement or applicable Participation Agreement immediately upon Notice. Alternatively, Contractor may agree to a reduction in JBE's financial liability, so that JBE's total costs under this Agreement do not exceed the originally contemplated amount.

#### **B. Contractor's Employees.**

i) Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

ii) Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

iii) If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to JBE, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) JBE will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

iv) Contractor will indemnify and hold the JBE harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between the JBE and any Contractor or Subcontractor personnel.

**C. Exclusive Control of Means and Method of Performance.** Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to Participating Entities only for the requirements and results specified in this Agreement and more particularly as set forth in the Participating Entity's Participation Agreement (including the Participating Entity's Statement of Work) and will not be subjected to the JBE's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement or any Participation Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

**D. Permits, Laws, and Regulations.**

i) Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. Contractor will, at all times, obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the JBE, upon request.

ii) Contractor will promptly provide Notice to the JBE of any conflict discovered between the Agreement or any applicable Participation Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

**E. Subcontracting.**

i) Contractor will not engage a Subcontractor to perform any portion of the Work, without the express written consent of the affected Participating Entity. Any subcontracting without the Participating Entity's written consent is a material breach of this Agreement and the applicable Participation Agreement.

ii) Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement and any applicable Participation Agreement. Contractor will incorporate this Agreement and any applicable Participation Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

**F. Authority.** Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement and any Participation Agreement. If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

**14. Dispute Resolution.** The JBE and Contractor will attempt, in good faith, to resolve any disputes informally. Contractor will meet with the JBE's Project Manager or other designated representative to discuss the matter and any actions necessary to resolve a dispute.

**A. Escalation.**

i) If a dispute remains unresolved either party may give Notice requesting each party's chief executive officer ("CEO") or designated representative to meet, exchange information and attempt resolution within fifteen days of receipt of the Notice.

ii) If the matter is not resolved as set forth in the preceding subsection, the aggrieved party will submit a second Notice which will:

a) provide detailed factual information;

b) identify the specific provisions in this Agreement or applicable Participation Agreement on which any demand is based;

c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and

d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

e) If the negotiations do not result in resolution of the dispute within forty-five (45) calendar days after receipt of the Notice, the parties agree to mediation prior to any party initiating a legal action or process in court.

iii) Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

**B. Confidentiality During Dispute Resolution.** All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

**C. Continued Performance of Work.** Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by the JBE. Contractor's failure to diligently proceed in accordance with the JBE's instructions will be considered a material breach of the Agreement and any applicable Participation Agreement.



## **15. Force Majeure.**

**A.** Force Majeure events include, but are not limited to:

- i) catastrophic acts caused by nature or public enemy;
- ii) civil disorder;
- iii) fire or other casualty for which a party is not responsible; and
- iv) quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will have no right to additional payment for costs incurred as a result of a Force Majeure event.

**B.** Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

## **16. Indemnification.**

**A.** To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the indemnified party) the JBEs and their respective agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement and any Participation Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participation Agreement, and acceptance of any services and Work. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

**B.** For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for

that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for a JBE's proportionate share of liability, if any.

C. Contractor's obligation to defend, indemnify, and hold the JBEs and their respective agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

## **17. Insurance Requirements.**

**17.1** The Contractor shall provide to each JBE and maintain the following types of insurance in full force during the term of this Agreement and each Participation Agreement:

A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

B. *Workers Compensation and Employer's Liability.* The policy must include workers' compensation to meet the minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.

C. *Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.

D. *Professional Liability.* The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Work provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

**17.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

**17.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

**17.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to each JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

**17.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Establishing JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

**17.6 Certificates of Insurance.** Before Contractor begins performing services and Work, Contractor shall give the Establishing JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Establishing JBE and any Participating Entity.

**17.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

**17.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Establishing JBE, any Participating Entity, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

**17.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

**17.10 Consequence of Lapse.** If required insurance lapses during the Term, the JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

## **18. Confidentiality, Non-Disclosure, and Data Security.**

**A. Contractor's Responsibilities.** While performing Work, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to the JBE, its personnel, JBE users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to or received by Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to the affected JBE, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

**B. Permissible Disclosures.** Contractor may disclose a JBE's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of the JBE that are working on the project, provided that Contractor requires its Subcontractors to comply with the confidentiality provisions of this Agreement. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

**C. Court's Responsibilities.** The JBE agrees that: (a) the Licensed Software shall be treated as the Confidential Information of Contractor; (b) the JBE shall take all commercially reasonable actions necessary to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as the JBE would exercise to safeguard the JBE's Confidential Information.

**D. Return of Confidential Information.** Upon the written request of the JBE, Contractor shall deliver to the JBE all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any of the JBE's Confidential Information, as well as any copies thereof, that Contractor has in its possession.

**E. Breach of Confidentiality.** Contractor and the JBE each acknowledge as the receiving party that, due to the unique nature of the disclosing party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach will likely result in irreparable harm to the disclosing party, and therefore, that upon any material breach of the confidentiality obligations in this Section 18 (Confidentiality; Non-Disclosure and Data Security), the disclosing party shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

## **19. Ownership of Intellectual Property.**

**A.** Except as provided in this Agreement, Contractor agrees that (i) all Data, Deliverables, Materials and Work created in whole or in part by Contractor in the course of or related to providing services to a JBE under this Agreement or any Participation Agreement shall be treated as if it were “work for hire” for the JBE, and (ii) the Contractor will immediately disclose to the JBE all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “Creations”) made, in whole or in part, by the Contractor in the course of or related to providing services to the JBE.

**B.** All ownership and control of Creations, Data, Deliverables, Materials and Work, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the JBE. Contractor hereby assigns all right, title, and interest that Contractor may have in such Creations, Data, Deliverables, Materials and Work to the JBE, without any additional compensation and free of all liens and encumbrances of any type. Contractor agrees to execute any documents required by the Judicial Council to register its rights and to implement the provisions herein.

**C.** Contractor shall set forth in an exhibit to each Statement of Work any Third-Party Materials that Contractor intends to use in connection with that Statement of Work. The JBE shall have the right to approve in writing the introduction of Third Party Materials into any Work prior to such introduction. Contractor grants to the JBE without additional charge, a perpetual, irrevocable, royalty-free, fully paid-up, worldwide, nonexclusive license to use, reproduce, perform, display, transmit, distribute, modify, and create derivative works of Third Party Materials, and to sublicense such rights to other parties, in each case for California judicial branch business and operations.

**D.** Notwithstanding any other provision to the contrary, this Master Agreement grants the JBEs no title or rights of ownership in the Licensed Software.

**20. Modification.** No modification or change to this Agreement or any Participation Agreement will be valid without written approval by the affected JBE, in the form of an Amendment, including any changes to a Statement of Work.

**21. Prohibited Bids for End Product of this Agreement.** No person, firm, or subsidiary thereof which has been awarded a consulting services agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent (10%) of the total monetary value of this Agreement.

## **22. Standard of Performance; Warranties.**

**A. Standard of Performance.** Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that the JBE relies on the accuracy, competence, and completeness of Contractor's services. Contractor will maintain and implement industry-standard safeguards against the destruction, loss, misuse, unauthorized disclosure, or alteration of Data and the JBE's Confidential Information, and such other related safeguards that are set forth in applicable laws, rules, and regulations, or pursuant to JBE policies or procedures.

### **B. Warranties.**

i) **Services Warranty.** Contractor warrants and represents that the Work and all Deliverables furnished to the JBE will conform to the requirements of this Agreement and the JBE's Participation Agreement from the date of first productive use of the Work or Deliverable, as applicable, and that such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by the JBE, free from defects in design. The JBE's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

ii) **Licensed Software Warranty.** Contractor hereby warrants and represents that, commencing on the date of the JBE's acceptance, final cutover or first productive use of the Licensed Software, whichever is latest, and thereafter, that (a) the Licensed Software, as installed and configured on the JBE's systems, will perform in accordance with and conform to the applicable Specifications in all material respects, and (b) the Licensed Software will be appropriately adapted, as and to the extent necessary, to operate effectively using the JBE's existing software program(s) as installed as of the effective date of the Participation Agreement.

iii) **Malicious Code/Virus Protection Warranty.** Contractor hereby warrants and represents that, any time the Licensed Software, Hosted Services, or any Maintenance Release(s) are delivered to the JBE, whether delivered via electronic media or the internet, no portion of the Licensed Software, Hosted Services, or Maintenance Release(s), or the media upon which it is stored or delivered, will have any type of software routine or other element which is designed to facilitate or is capable of facilitating: (a) unauthorized access to or intrusion upon; (b) disabling or erasure of; or (c) unauthorized interference with, the operation of any hardware, software, data or peripheral equipment of or utilized by the JBE, or any contamination which might impact the JBE's network or data.

iv) **Four-Digit Date Compliance.** Contractor represents and warrants that it will provide only Four-Digit Date Compliant Deliverables and/or services to the JBE. “Four-Digit Date Compliant” Deliverables and services can accurately process, calculate, compare, and sequence date data, including, without limitation, date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

v) **Warranty of Law.** Contractor warrants and represents that to the best of Contractor’s knowledge: (a) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Licensed Software, Hosted Services or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (b) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (c) Contractor has full authority to enter into this Agreement and any Participation Agreement and to consummate the transactions contemplated hereby; and (d) Contractor’s performances under this Agreement and any Participation Agreement are not materially impaired or prohibited by any other agreement to which Contractor is a party or by which it may be bound. Contractor warrants that it complies with all laws, rules and regulations applicable to Contractor’s business and services.

(vi) **Warranty of Title.** Contractor warrants and represents that (a) it has good title to the Licensed Software; (b) it has the absolute right to grant to the JBE the licenses granted hereunder; (c) the JBE shall quietly and peacefully possess and use any Licensed Software provided hereunder, subject to and in accordance with the provisions of this Agreement; and (d) Contractor shall be responsible for, has and shall have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the “Title Warranty”).

vii) **Support Services Warranty.** Contractor hereby warrants and represents that each of its employees, independent contractors or agents assigned to perform any Support Services or provide any technical assistance in configuration, development and implementation, training, use and related services under the terms of this Agreement shall have the skill, training, and background reasonably commensurate with his/her level of performance or responsibility, so as to be able to perform in a competent and professional manner.

viii) **Effect of Breach of Warranty.** If, at any time during the term of this Agreement or any Participation Agreement, Contractor breaches any warranty under this Section 22, the JBE shall promptly notify Contractor in writing of such alleged breach of warranty and shall include if applicable the information required pursuant to Exhibit 9 (Maintenance and Support). If the breach relates to the Licensed Software Warranty or Virus Protection Warranty, then

Contractor shall correct any such deficiency in the Licensed Software or the Hosted Services in accordance with the Service Level criteria set forth in Exhibit 9 (Maintenance and Support). If the breach relates to Section 22(B)(v) (Warranty of Law), then Contractor shall promptly correct the identified deficiency. If the breach relates to Section 22(B)(6) (Warranty of Title), then Contractor shall promptly either: (a) procure for the JBE the right to continue use of the Licensed Software at no additional charge to the JBE, (b) modify such Licensed Software to avoid the claimed infringement (provided that such modification does not adversely affect the JBE's intended use of the Licensed Software) at no additional charge to the JBE, or (c) replace said Licensed Software with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to the JBE. If none of the foregoing options is practicable, then the JBE may terminate this Agreement or applicable Participation Agreement as hereinafter provided in this section. If the breach relates to Section 22(B)(7) (Support Services Warranty), then Contractor shall promptly re-perform the nonconforming Support Services, until such time as the nonconformance is corrected or the parties otherwise agree in writing. If after reasonable efforts Contractor is unable to correct any such breach of warranty as described in this section, and the resulting non-performance or deficiency materially affects the ability of the JBE to utilize the Licensed Software, then the JBE may terminate this Agreement in accordance with Section 26(A) (Termination for Cause), subject to the transition provisions of Exhibit 10 (Transition Services), in which event the JBE shall have all remedies available at law or equity.

ix) All warranties will inure to the JBE, its successors, assigns, customer agencies, and users of the Work provided hereunder.

### **23. Personnel Requirements.**

**A.** Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. For continuity, Contractor will endeavor to retain the same individuals during the performance of Work.

**B.** The JBE reserves the right to disapprove Contractor's personnel, if dissatisfied with their performance. Upon receipt of such Notice, Contractor will immediately assign replacement personnel, with equivalent or greater experience and skills, who are acceptable to the JBE's Project Manager.

**C.** Contractor will be responsible for all costs associated with replacing personnel, including additional costs to familiarize replacement personnel with the Work. If Contractor does not promptly furnish replacement personnel acceptable to the JBE's Project Manager, the JBE may terminate this Agreement or applicable Participation Agreement for cause.



## **24. Background Checks.**

**A.** For Contractor's employees, Subcontractors, or agents performing Work, and with access to the JBE's systems (on-site or remotely) in the performance of their Work under this Agreement, the JBE will have the right, but not the obligation, to request or conduct a background check, before granting access to the JBE's premises or systems or at any other time. Contractor will cooperate with the JBE in performing any background checks, will provide prompt Notice to the JBE of (i) any person refusing to undergo such background check, and will immediately remove such person from the project, and (ii) the results of any background check as requested by the JBE. Contractor will obtain all releases, waivers, or permissions required for the release of such information to the JBE. Any additional costs will be borne by Contractor.

**B.** Granting or denying access will be at the sole discretion of the JBE. Contractor will receive a written response with a notification of "Approved" or "Denied" for the facility access for each individual. No background information will be released to Contractor.

**C.** It is the responsibility of Contractor to notify the JBE of any additional staff or change in staff, to submit to the JBE a completed and signed Application and Consent for Background Check form for each person, and to receive authorization from the JBE before the individual begins to work in a JBE facility.

**25. Survival.** All provisions of this Agreement, which by their nature or intent, extend beyond the term of this Agreement will survive termination or expiration of this Agreement, including, without limitation, the provisions regarding: software license, assignment, audit rights, retention of records, confidentiality, non-disclosure, data security, indemnification, warranties, transition services, and Contractor's obligations regarding privacy and data security. Notwithstanding any provision to the contrary, all representations, warranties, and certifications made by Contractor: (i) shall be deemed to be made to all JBEs; (ii) shall, in addition to this Agreement, be deemed to be made for and under each Participating Addendum; and (iii) shall remain true during the term of this Agreement and any Participating Addendum, as well as during any Transition Period under Exhibit 10. Contractor shall promptly notify each JBE if any representation, warranty, or certification becomes untrue.

## **26. Termination; Term of Agreement.**

**A. Termination for Cause.** The Establishing JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a JBE may terminate a Participation Agreement, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participation Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or

any Participation Agreement) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. All costs to the JBE arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum due Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

**B. Termination for Convenience.** The Establishing JBE may terminate, in whole or in part, this Agreement (and a JBE may terminate, in whole or in part, a Participation Agreement) for convenience upon thirty (30) days prior Notice. Upon receipt of the termination Notice, Contractor will promptly discontinue Work as specified in the Notice.

**C. Termination Due to Changes in Budget or Law.** Each JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participation Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participation Agreement). The Establishing JBE may terminate this Agreement (and any JBE may terminate a Participation Agreement), and each JBE may limit Contractor's Work (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Establishing JBE determines that Contractor's performance under this Agreement (or a JBE determines that Contractor's performance under a Participation Agreement) has become infeasible due to changes in applicable laws.

**D. Effect of Termination.**

i) Upon any expiration or termination, the JBE will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work. Contractor will immediately assign to the JBE all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

ii) Upon termination of any kind, the JBE may withhold from payment any sum that the JBE determines to be owed to the JBE by Contractor, or necessary to protect the JBE against loss due to outstanding liens or claims of former lien holders.

iii) **Transition services.** Contractor shall provide the transition services and procedures set forth on Exhibit 11 (Transition Services), upon request of the JBE, in the event of any termination of this Agreement.

**E. Term and Termination.**

(i) The term (“Term”) of this Agreement shall commence on the Effective Date and terminate on the Expiration Date set forth on the first page of this Agreement (the “Initial Term”), unless terminated earlier in accordance with the terms of this Section 26. The Establishing JBE will have the right to extend the term of this Agreement three (3) consecutive one (1) year options (the “Option Terms”). In order to exercise these Option Terms, the Establishing JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor’s signature.

(ii) **Participating Addenda.** The termination of this Agreement shall not result in the termination of any outstanding Participation Agreement that has not been terminated by the Participating Entity, and this Agreement shall continue to apply to any such Participation Agreement until such time as all Work under such Participation Agreement has been completed by its terms or is terminated as provided in this Section 26; provided, however, that the term of such Participation Agreement may not exceed the Expiration Date of this Agreement. Execution of any Participation Agreement by a Participating Entity and Contractor must be completed before the termination or expiration of this Agreement.

**27. Time is of the Essence.** Time of performance is of the essence in the performance of services by Contractor under this Agreement.

**28. Waiver; Severability.**

**A. Waiver of Rights.** A JBE’s action, inaction, or failure to enforce any right or provision of this Agreement or any Participation Agreement is not a waiver of its rights, and will not prevent the JBE from enforcing such rights on any future occasion.

**B. Severability.** The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

**29. Loss Leader.** Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

**30. Antitrust Claims.** If goods or services under this Agreement were obtained by means of a competitive bid:

**A. Assignment.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor.

**B. Reimbursement.** If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**C. Reassignment.** Upon demand in writing by the Contractor, the JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

**31. Recycling.** Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

**32. Priority Hiring Consideration.** If this is an Agreement for services, other than consulting services, with total value over \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**33. DVBE Participation Certification.** If for this Agreement Contractor made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Contractor must within sixty (60) days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the JBE: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code section 999.5(d); Government Code section 14841).

**34. Union Activities.** Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**35. Publicity.** Contractor may not make any public announcement, press release, or other writing relating to this Agreement or any Participation Agreement that is not necessary for the performance or completion of the Work without the JBE's prior written approval. In no event will the JBE approve any writing that could be construed as an endorsement of the Contractor.

**36. Counterparts.** This Agreement and any Participation Agreement may be executed in counterparts, each of which is considered an original.

**37. Singular and Plural Usage.** All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to "including" means "including, without limitation."

**38. Entire Agreement.**

**A.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties and will not be used to interpret or determine the validity of this Agreement.

**B.** This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

**C.** This Agreement constitutes the entire and final understanding of the parties regarding this matter and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

**39. Notices.** Notices regarding this Agreement must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the Establishing JBE:</b>
Jeff Strybing Account Manager 193 Blue Ravine Road, Suite 160 Folsom, CA 95630 jstrybing@infinitecg.com (916)752-0384	Judicial Council of California Attn: Contracts Supervisor 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**40. Hosted Services.** Notwithstanding any provision in this Agreement to the contrary, to the extent that any Hosted Services are provided under this Agreement or a Participating Addendum, then in addition to Contractor's obligations regarding the Hosted Services, the Contractor's obligations regarding the Licensed Software (including without limitation, support services, maintenance and support services, transition services, indemnification, warranties, and JBE rights of use/access) shall also apply to the Hosted Services.

***END OF EXHIBIT 3***

## **EXHIBIT 4**

### **LICENSED SOFTWARE AND ADDITIONAL TERMS**

Products for cloud services solutions in which Contractor provides will be from either or both cloud services partners (CSP):

- Amazon Web Services (AWS)
- Microsoft Azure

### **BACKUP & RESTORE OPTIONS**

Back-up costs will be dependent on each JBE's requirements. Contractor's current back-up partners that work with AWS & Azure implementations are:

- Commvault
- Rubrik
- NetApp
- Veeam

***END OF EXHIBIT 4***

**EXHIBIT 5**

**SPECIFICATIONS**

The following attachments are incorporated into this Exhibit 5 (Specifications):

- RFP Exhibit 1: Business and Technical Requirements
- RFP Exhibit 2: Implementation and Deployment Requirements

***END OF EXHIBIT 5***



## **EXHIBIT 6**

### **STATEMENT OF WORK (MODEL)**

This Statement of Work is subject to and incorporated into the Agreement and applicable Participation Agreement between Contractor and [Name of JBE] (“JBE”). This is a general Statement of Work that outlines the process/approach for a Cloud Based Disaster Recovery Engagement. The sample court information reflects an average, medium sized Court.

#### **1.1 SCOPE OF WORK**

Infiniti’s Scope of Work process for Cloud Based Disaster Recovery Engagements is as follows:

1. Discovery
2. Design
3. Implementation
4. Documentation
5. Knowledge Transfer
6. Optional Managed Services/Ongoing Support

#### **1.2 PERIOD OF PERFORMANCE**

Infiniti Consulting estimates the engagement effort for the Court to be 4-6 months. This is an estimate and is subject to be longer or shorter in duration depending on the availability of key stake holders from Court.

#### **1.3 PLACE OF PERFORMANCE**

During the initial Assessment phase, a large portion of the work will take place on site at the Court. In person interviews are preferred during the assessment/data collection portion of the engagement. In the event the Court has multiple sites or locations, that may require Infiniti to visit each site individually. A lot of the Design and Implementation work can be done remotely, however Infiniti will be available to support the Court in the most appropriate manner.

#### **1.4 APPROACH**

The following section will serve as a general outline Statement of Work for the process/work flow required for a successful Cloud Based Disaster Recovery engagement with the Court. As stated prior, Infiniti reserves the right to adjust the Statement of Work as required, in order to best serve the Court.

As part of any Infiniti project we assign an account manager. The Infiniti Account Manager is responsible for ensuring that our dedicated team of professionals understands the client's objectives and goals. The Account Manager will provide direction and guidance to the Infiniti Project Manager and Team. The JBE Project Manager and Project Executives will have full access to your Account Manager during the engagement. In addition, your Account Manager will schedule quarterly meetings with the JBE Project Manager or Project Executive to discuss project progress and ensure that any concerns are addressed.

The Infiniti Project Manager is responsible for detailed planning and scheduling, day to day management of the team, and progress reporting to the JBE Project Manager. At the start of the engagement, the Infiniti Project Manager will initiate the planning phase by developing a project scope statement that provides a clear definition of project expectations and success measures. In addition, they will develop a Project Management Plan (PMP) which follows Project Management Institute (PMI) standards and best practices for management of the project, including schedule management, progress reporting, issue and risk management, decision tracking, and change request management. The Infiniti Project Manager will also develop a detailed, resource-loaded schedule of project tasks, deliverables, and milestones.

Throughout the project, the Infiniti Project Manager will execute and control the project by performing the management activities described in the Project Management Plan and managing the team's activities according to the project schedule. All developed plans and schedules will be fully coordinated with JBE project plans and schedules. The Infiniti Project Manager is also responsible for defining performance metrics and benchmarks to measure Infiniti's team performance. Examples of detailed team or individual performance metrics include work relating to each specific application or service that is part of the Disaster Recovery project. Higher level performance metrics include release schedule deviation and metrics of software defects found in production. The Infiniti Project Manager will continuously monitor team performance and conduct lessons learned sessions following major deliverables and milestones. This best practice allows the team to learn from their experiences and immediately apply this knowledge to the performance of their next activities.

The Infiniti Project Manager will work with the JBE Project Manager to determine a reporting frequency which best suits the project. This may be periodic, such as weekly or monthly. In an Agile development environment, this reporting is often tied to completion of activities for a Sprint. Infiniti's status reporting is robust, including task and milestone completion metrics, status of current and planned tasks, identification and tracking of issues impeding progress, proactive identification and management of project risks, documentation of project changes, and tracking of budgeted hours, actual hours spent, and remaining hours. Budget reporting can be done at the project level or at a more granular level if desired. By following this engagement framework, the Infiniti Account Manager and Project Manager will manage the engagement to ensure a highly successful project and exceed JBE's expectations.

### 1.4.1 ASSESSMENT AND DISCOVERY

**Assessment** - During the inventory, analysis and documentation segment of the assessment, the Infiniti team will perform a review of any current systems and infrastructure documentation as well as any Disaster Recovery (DR)/Business Continuity (BC) documents and/or plans (if documentation exists) and perform a high-level audit of the JBE's technology infrastructure, systems (Windows servers, AD, VMware, and other enterprise systems), backups appliance(s), and targeted applications. Understanding the JBE's environment as a whole and hearing from key stakeholders is important to develop solutions that meet the JBE needs. Infiniti will work with the JBE to prioritize effort when required so that it focuses on the JBE's most critical services such as AD, MFA/SSO, associated databases, as well as other mission critical systems and infrastructure, as defined and agreed to during each engagement. Infiniti will also review the JBE's storage requirements and determine the best way to leverage the AWS or Azure cloud. This effort will involve Infiniti's team working closely with the JBE's IT staff. The steps within include:

- **Infrastructure Audit:** Conduct an inventory of servers, services, and applications that are supported and maintained within IT the JBE's data center(s). Infiniti may recommend utilizing a data gathering tool on the environment to accompany the physical infrastructure audit.
- **Backup review:** Conduct an analysis of current data backup procedures and produce data flows to show where data is backed up and the frequency of backup.
- **Flow diagram:** If a flow diagram doesn't exist, Infiniti will create a flow diagram that identifies the routes/paths for data (Internet), voice, and electricity from service providers.
- **Risk Assessment:** Conduct a risk assessment based on the information gathered in the first three steps.
- **Impact Analysis:** Conduct a business impact analysis through interviews with key departments/users of critical applications and data to determine the user expectations in the event of a disaster
- **Gap Analysis:** Conduct a gap analysis showing where the current infrastructure and user expectations may be at odds, depending on the type and severity of disaster. Infiniti understands that the JBE already knows they need a cloud or hybrid cloud DR strategy to support user expectations – this step will more fully recognize this need and provide specific documentation to support the need

**Discovery Tools:** Infiniti has a defined approach, including tools and process, for Discovery. The Infiniti team will collaborate with the JBE team to collect the necessary data to aid in determining the solution design options available. We use tools, such as RISC Cloudscape, to automate many aspects of the discovery process. These tools enable our team to get a more complete and accurate site assessment that includes applications, services, servers, data connections, internal and external data connections, and all forms of connectivity. Furthermore, the automated tools provide extensive network analysis as well as details of the software stacks that are running on each server. As needed we supplement the automated

data collection with manual analysis to ensure that all components and dependencies are analyzed, and the necessary data collected. Overall, we strive to use the combination of tools, our experience, collaboration with the client technologists, and hard work to discover and document everything that is needed before moving on to the design phase. We not only focus on collecting technical data but make sure we can correlate and relate the technical data to the client's applications and their business, so we have a comprehensive overall picture of how everything fits together - this helps use better plan, design, and implement efficient, cost effective, and reliable DR solutions.

#### 1.4.2 DESIGN

**Alternate Analysis, Solution Design and Recommendation:** Once a clear understanding has been attained of the JBE's goals, limitations, current architecture and RTO/RPO Infiniti will draft and architecture to meet the needs of the JBE and its suite of applications.

In this phase we use AWS and Azure best practices as a guideline. With the best practices in mind we will select one of four strategies for each application and reflect that in architectural drawings to show the orientation of the new services, existing/new appliances, network connectivity, security features, database(s), interdependencies, the workflow of data and how the design will meet the JBE's RTO/RPO goals once implemented. The four most common strategies we choose from are as follows:

- Backup and Restore
- Pilot Light
- Warm Standby
- Multi-site

#### 1.4.3 IMPLEMENTATION

**Disaster Recovery Implementation Planning:** Strategically utilizing the discovery information, high level architectural design based on that knowledge/customer requirements, reviewing with the client the right architecture for each application service, and then creating a detailed implementation plan are the initial steps to a successful implementation. Infiniti works closely with our clients to build comprehensive implementation plans that include detailed project timelines (in MS Project or similar tool) that include prerequisites, tenant and infrastructure provisioning, solution deployment, documentation and staff training. Once a draft plan is created Infiniti will identify the key resources (Cloud Architects) that will be involved in the implementation phase and has a deep bench of personnel that are always available to get involved during different cross sections of the project. Following resource assignment, Infiniti will setup working sessions with all involved parties to walk through the plan to make sure all necessary items are included, and each person involved in the work has a detailed understanding of their role and responsibilities.

Infiniti has a team of project managers who are certified in both traditional project management and agile project delivery, they have certification's in both (Scrum Master and PMP) and we take a comprehensive approach to planning. We then do not leave the plan on

the shelf, but "work the plan" throughout the project. Our experience is that careful planning of all the known work allows the team to better deal with unexpected issues that arise on any technology project. We use risk and issue management techniques to deal with items that come up during planning. Overall the aim of planning is to execute an efficient project at high velocity that delivers results that meet, or exceed, the business and technical requirements

#### **1.4.4 DOCUMENTATION**

**Documentation** - Document development and review providing Recovery Point Objective (RPO)/Recovery Time Objective (RTO) requirements, gap analysis results, and necessary cloud architecture and/or back-up appliances, network enhancements, etc. to achieve the JBE's DR goal.

As a standard practice, on all of our projects, Infiniti provides post implementation documentation that includes detailed system configurations, settings, and modifications. Also included is documentation on any configuration items that require routine periodic modifications (however, with the highly automated approach that Infiniti takes using scripting we find that this minimizes the routine maintenance and makes any routine maintenance easier to perform). As part of this post implementation documentation work the Infiniti team will update the Disaster Recovery plan to include the necessary technical specifics for each application and infrastructure component that are covered by the DR Plan. Furthermore, this DR documentation is "tested" as part of the DR tests and any necessary refinements are made to the documentation as a result of testing:

#### **1.4.5 KNOWLEDGE TRANSFER**

**Training:** Infiniti will tailor a training program to match the needs of each JBE. Historically, Infiniti has found that clients can have a wide range of needs and desires when it comes to training and the level of oversight they require from Infiniti. This support ranges from wanting assistance with development of a plan to full development, implementation and ongoing MSP support of their environments. In these two examples, the training requirements tend to vary widely, and Infiniti is able to tailor to meet either end of these spectrums and whatever may fall between.

#### **1.4.6 OPTIONAL: MANAGED SERVICE PROVIDER/ONGOING SUPPORT**

**MSP/PSP Service Offering:** Post-engagement the JBE will have the option to leverage ongoing support services provided by Infiniti's Cloud Managed Services Team. Should the JBE wish to have Infiniti manage their cloud environment with 24/7/365 monitoring and Infiniti Cloud Architects, Infiniti offers varying levels of Managed Service Options that can be leveraged by the JBE. A separate proposal document and monthly support estimate will be provided upon request.

### **1.5 SCHEDULE AND MILESTONES**

Infiniti will work with the JBE to ensure a timely Cloud Based Disaster Recovery engagement. Section 1.4 outlines the overall approach to accomplishing each milestone during the Disaster Recovery engagement.

## **1.6 ACCEPTANCE CRITERIA**

During the initial Assessment and Design work, the JBE's key stakeholders should be in agreeance with the proposed Disaster Recovery Approach outlined by Infiniti, based on our expertise and evaluation of all supporting documentation.

Post Implementation, Infiniti will provide the JBE with all the supporting documentation outlined in Infiniti's proposal response and this sample statement of work, as well as any additional information requested by the court. Once there is a turnover of materials and knowledge transfer is conducted, the JBE will have 15 days to accept project completion.

## **1.7 SIGNATURES**

Infiniti Consulting and the JBE, shall be in agreeance with the proposed Disaster Recovery approach. Signatures by the following parties will be required for the initiation of such engagements:

- a. JBE
- b. Infiniti

***END OF EXHIBIT 6***

**EXHIBIT 7**

**ACCEPTANCE AND SIGN-OFF FORM**

**Acceptance and Sign-Off Form**

Description of Work provided by Contractor:

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**Date submitted:** \_\_\_\_\_

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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3) Technically accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

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

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

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

**END OF EXHIBIT 7**

## EXHIBIT 8

### FEES, PRICING AND PAYMENT TERMS

Under this Agreement, including all Participation Agreements, Contractor shall provide component level pricing (storage, compute, load balancer, database, etc.), where applicable, for each disaster recovery service tier offered. Service offerings shall be sufficient in detail for the JBE to determine the cost for provisioning of cloud-based disaster recovery services based on their unique requirements for recovery objectives, infrastructure, and systems. A list of typical branch technology assets referred to as Typical JBE Assets is listed below.

#### Disaster Recovery Solution

1. Cloud Services
  - a. Connectivity  
Complete network access and use pricing including any and all costs associated with variable bandwidth (burst) usage.
  - b. Storage and Backup  
Specify options for storage and backup cost associated with maintaining data for provisioning of the environment in case of a disaster.
  - c. Ongoing base services  
List all baseline minimal service requirements and related ongoing costs for provisioning disaster recovery services in the cloud.
  - d. Testing  
Describe available testing scenarios and cost per test.
  - e. Service Activation in case of Disaster  
List charges for provisioning infrastructure and systems components (spinning up servers, networks) and applicable usage charges for services in an event of a disaster.
  - f. Failback  
Describe options and associated cost for failback of services to the JBE(s) local environment.
  - g. Termination  
Document options for termination of contract and services and related charges
2. Professional Services

Contractor shall provide cost estimates for resource types by hourly rate for the categories listed below. Account for each disaster recovery service solution proposed.



For example, the time and resources required for a short TTR solution may differ from a solution with a higher tolerance for extended recovery times.

a. Discovery

List of costs associated with any discovery activities required to produce the dataset required for the solution design.

b. Design

Cost breakdown for all design phase tasks and deliverables required to produce a comprehensive solution design and implementation plan.

c. Implementation

Provide professional services charges related to project implementation itemized by solution tier and service/application.

d. Documentation

Listing of costs incurred to produce post-implementation documentation

e. Knowledge Transference

Charges related to knowledge transfer and training necessary for court staff to support the solution.

**Infiniti Value Added Services Small JBE:**

Item Description	Typical Resource	Est. Number of Servers	Est. 3rd Party Tool Cost	Est. Hours		Est. Cost		
				Low	High	Low	High	
<b>A. Discovery</b>								
Infrastructure Audit	CSR, PM I, SA I OR SA II	20	\$800.00	See Total Below	See Total Below	See Total Below	See Total Below	
Backup Review	PM I, SA I OR SA II							
Flow Diagram	PM I, SA I OR SA II							
Risk Assessment	PM I, SA I OR SA II							
Impact Analysis	PM I, SA I OR SA II							
Gap Analysis	PM I, SA I OR SA II							
<b>Total Discovery Estimates</b>		<b>20</b>	<b>\$800.00</b>	<b>50</b>	<b>120</b>	<b>\$7,800.00</b>	<b>\$17,600.00</b>	
<b>B. Design</b>								
Cloud Architecture and Design for	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below	
<b>Total Design Estimates</b>				<b>20</b>	<b>60</b>	<b>\$2,800.00</b>	<b>\$8,400.00</b>	
<b>C. Implementation</b>								
Professional Services	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below	
<b>Total Implementation Estimates</b>				<b>40</b>	<b>100</b>	<b>\$5,600.00</b>	<b>\$14,000.00</b>	
<b>D. Documentation</b>								
RPC/RTO Requirements	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below	
Gap Analysis Results	PM I, SA I OR SA II							
Current DR Readiness	PM I, SA I OR SA II							
Recommendations write up	TW, PM I, SA I OR SA II							
<b>Total Documentation Estimates</b>				<b>40</b>	<b>70</b>	<b>\$5,600.00</b>	<b>\$9,800.00</b>	
<b>E. Knowledge Transfer</b>								
Training	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below	
<b>Total Training Estimates</b>				<b>40</b>	<b>75</b>	<b>\$5,600.00</b>	<b>\$10,500.00</b>	
<b>F. Optional MSP/Ongoing Services</b>								
24x7 Support	PM I, SA I OR SA II			TBD	TBD	TBD	TBD	
Ongoing Professional Services	PM I, SA I OR SA II			TBD	TBD	TBD	TBD	
Quarterly DR Test/Evaluation	PM I, SA I OR SA II			TBD	TBD	TBD	TBD	
<b>Overall Total</b>				<b>180</b>	<b>425</b>	<b>\$27,400.00</b>	<b>\$60,300.00</b>	

**Infiniti Value Added Services Medium JBE:**

Item Description	Typical Resource	Est. Number of Servers	Est. 3rd Party Tool Cos	Est. Hours		Est. Cost	
				Low	High	Low	High
<b>A. Discovery</b>							
Infrastructure Audit	CSR, PM I, SA I OR SA II	50	\$2,000.00	See Total Below	See Total Below	See Total Below	See Total Below
Backup Review	PM I, SA I OR SA II						
Flow Diagram	PM I, SA I OR SA II						
Risk Assessment	PM I, SA I OR SA II						
Impact Analysis	PM I, SA I OR SA II						
Gap Analysis	PM I, SA I OR SA II						
<b>Total Discovery Estimates</b>		<b>50</b>	<b>\$2,000.00</b>	<b>100</b>	<b>220</b>	<b>\$16,000.00</b>	<b>\$32,800.00</b>
<b>B. Design</b>							
Cloud Architecture and Design for	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Design Estimates</b>				<b>40</b>	<b>100</b>	<b>\$5,600.00</b>	<b>\$14,000.00</b>
<b>C. Implementation</b>							
Professional Services	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Implementation Estimates</b>				<b>80</b>	<b>170</b>	<b>\$11,200.00</b>	<b>\$23,800.00</b>
<b>D. Documentation</b>							
RPO/RTO Requirements	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
Gap Analysis Results	PM I, SA I OR SA II						
Current DR Readiness	PM I, SA I OR SA II						
Recommendations write up	TW, PM I, SA I OR SA II						
<b>Total Documentation Estimates</b>				<b>80</b>	<b>130</b>	<b>\$11,200.00</b>	<b>\$18,200.00</b>
<b>E. Knowledge Transfer</b>							
Training	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Training Estimates</b>				<b>80</b>	<b>140</b>	<b>\$11,200.00</b>	<b>\$19,600.00</b>
<b>F. Optional MSP/Ongoing Services</b>							
24x7 Support	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
Ongoing Professional Services	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
Quarterly DR Test/Evaluation	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
<b>Overall Total</b>				<b>380</b>	<b>760</b>	<b>\$55,200.00</b>	<b>\$108,400.00</b>

**Infiniti Value Added Services Large JBE:**

Item Description	Typical Resource	Est. Number of Servers	Est. 3rd Party Tool Cos	Est. Hours		Est. Cost	
				Low	High	Low	High
<b>A. Discovery</b>							
Infrastructure Audit	CSR, PM I, SA I OR SA II	100	\$4,000.00	See Total Below	See Total Below	See Total Below	See Total Below
Backup Review	PM I, SA I OR SA II						
Flow Diagram	PM I, SA I OR SA II						
Risk Assessment	PM I, SA I OR SA II						
Impact Analysis	PM I, SA I OR SA II						
Gap Analysis	PM I, SA I OR SA II						
<b>Total Discovery Estimates</b>		<b>100</b>	<b>\$4,000.00</b>	<b>150</b>	<b>360</b>	<b>\$25,000.00</b>	<b>\$54,400.00</b>
<b>B. Design</b>							
Cloud Architecture and Design for	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Design Estimates</b>				<b>60</b>	<b>150</b>	<b>\$8,400.00</b>	<b>\$21,000.00</b>
<b>C. Implementation</b>							
Professional Services	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Implementation Estimates</b>				<b>120</b>	<b>260</b>	<b>\$16,800.00</b>	<b>\$36,400.00</b>
<b>D. Documentation</b>							
RPO/RTO Requirements	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
Gap Analysis Results	PM I, SA I OR SA II						
Current DR Readiness	PM I, SA I OR SA II						
Recommendations write up	TW, PM I, SA I OR SA II						
<b>Total Documentation Estimates</b>				<b>120</b>	<b>180</b>	<b>\$16,800.00</b>	<b>\$25,200.00</b>
<b>E. Knowledge Transfer</b>							
Training	PM I, SA I OR SA II			See Total Below	See Total Below	See Total Below	See Total Below
<b>Total Training Estimates</b>				<b>120</b>	<b>200</b>	<b>\$16,800.00</b>	<b>\$28,000.00</b>
<b>F. Optional MSP/Ongoing Services</b>							
24x7 Support	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
Ongoing Professional Services	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
Quarterly DR Test/Evaluation	PM I, SA I OR SA II			TBD	TBD	TBD	TBD
<b>Overall Total</b>				<b>570</b>	<b>1150</b>	<b>\$83,800.00</b>	<b>\$165,000.00</b>

**Infiniti Resources Key**

Professional Services Category	Abbreviated Name	Hourly Rate
Customer Support Representative	CSR	\$75.00
Project Manager I	PM I	\$110.00
Project Manager II	PM II	\$130.00
Project Manager III	PM III	\$155.00
Solution Architect I	SA I	\$150.00
Solution Architect II	SA II	\$170.00
Solution Architect III	SA III	\$185.00
Technical Writer	TW	\$105.00

**Infiniti Additional Service Offerings**

Professional Services Category	Abbreviated Name	Hourly Rate
Security Consultant I	SC I	\$170.00
Security Consultant II	SC II	\$185.00
Data Scientist I	DS I	\$200.00
Data Scientist II	DS II	\$230.00
Senior Network Services Engineer	SNSE	\$180.00
Database Engineer	DBE	\$130.00
Database Administrator	DBA	\$175.00

Pricing Details
All costs for each scenario are to be used as estimates, and are based off the information provided within this RFP and Infiniti's prior experience. Infiniti is prepared to work with each JBE on either a T&M basis to only charge for hours utilized, or a fixed contract based on completion of a mutually agreed upon SOW with the JBE.
For purposes of this response we defined the small, medium and large environments by server counts of 20, 50 and 100. These sizes are solely for the purpose of providing estimated cost guidance for the JCC. We expect that the actual server counts and environments will vary from JBE to JBE.
For the DR Assessment tool Infiniti has assumed utilizing the RISC Cloudscape tool which is priced at \$40/server. Should the JBE prefer us to use a different tool, costs may vary based on the cost of such tools and/or should the JBE wish for Infiniti to use additional tools.
Estimated costs within these tables do not include the Cloud Service Providers (i.e. AWS or Azure) charges.
Estimated costs within these tables do not include purchase of new back-up & restore appliances or software that a JBE may deem necessary to meet its DR requirements. Infiniti will plan to reuse whatever 3rd party appliance or software that is currently in place (i.e. Commvault, Rubrik, NetApp, VEAAM, etc). If through the Discovery process Infiniti identifies the need for a new back-up & restore appliance/software for the JBE, Infiniti will present the top alternatives and related costs to address the JBE DR gap; and allow the JBE to determine how they would prefer to proceed.
Travel related expenses are excluded from the estimated costs. Infiniti agrees to abide by whatever travel reimbursement policies the JBE/ICC utilizes.
For the purpose of calculating an estimated charge for each item description in the small, medium and large scenarios, Infiniti has assumed that 25% of the Professional Services time would be utilized by an Infiniti PM1 and 75% of the time would be utilized by an SA1 (excluding documentation phase). Actual allocations may vary from this assumption and a large and complex DR may require a PM2 or PM3 to lead the project and/or SA2 or SA3 resources to conduct the technical work.

## TYPICAL JBE ASSETS

## LIST OF HIGH-LEVEL TECHNICAL REQUIREMENTS AND SYSTEMS/DATA CATEGORIZED BY RECOVERY TIME

### HIGH-LEVEL TECHNICAL REQUIREMENTS

- TTR of 12 hours maximum
- Infrastructure (network, Active Directory (AD), Domain Name System (DNS), Dynamic Host Configuration Protocol (DHCP))
- Shared/combined storage (SAN, etc.)
- Virtual hypervisor/platform
- Backup solution/platform

- Wi-Fi
- Load balancers
- Reverse proxy

## **BUSINESS RECOVERY REQUIREMENTS (EXAMPLES OF SYSTEMS AND SERVICES)**

The tiers below align with the judicial branch Next Generation Hosting Strategy Workstream's output, except in ways that clearly delineate how approaches to disaster recovery differ from hosting and uptime, given that all are interrelated and depend on one another for the reliability and protection of data.

- TIER 1—HIGH priority; TTR (not considering disclaimers) of 12 to 48 hours maximum; and systems and services as follows:
  - VoIP
  - Case Management Systems (CMS)
  - Document Management Systems (DMS)
  - File servers (holding judicial, executive, human resources, finance, and IT data and documentation)
  - E-mail (systems dependent on e-mail, such as alert and public communication systems), Microsoft Office 365, and others
  - Public website (hosted on-premises or offsite); important for a mechanism to broadcast information to the public and for the public to send or input data to the court; the portal at each court
  - Electronic reporting, docket, and minutes
  - Jury management system (JMS)
  - Virtual private network (VPN)
  - Electronic Probable Cause Declaration (ePCD)
  - Electronic Search Warrants (eWarrant)
  - Interfaces (interagency; some e-filing)
  - Building access control (e.g., Identiv, Schneider Electric)
  - Finance systems on-premises
  - Human resources systems on-premises, time card systems, Phoenix/SAP
  - Jury instructions
- TIER 2—MODERATE priority; TTR (not considering disclaimers) of 48 to 72 hours maximum; and systems and services as follows:
  - Intranets
  - File servers (holding less- or moderately important data)
  - Print servers
  - Building automation system
  - California Courts Protective Order Registry
  - CLETS
  - Department of Motor Vehicles access, controls or interface

- Other interfaces: various justice partners (e.g., Franchise Tax Board, Department of Justice, district attorney, police department, California Highway Patrol, sheriff, etc.)
- Site control (elevator controls, door controls, etc.)
- Electronic transcript assembly tools/software
- Interactive voice response (traffic, jury, etc.)
- Electronic signing product/solution
- Middleware
- Reporting systems (not built into CMS, but standalone)
- TIER 3—LOW priority; TTR (not considering disclaimers) of 168 hours maximum; and systems and services as follows:
  - IT tools and unique IT management systems (e.g., help desk, logging, controls, and network/system/application monitoring)
  - Video surveillance
  - Meeting systems (WebEx, Skype, etc.)
  - Digital signage
  - Queuing systems
  - Mobile device management

***END OF EXHIBIT 8***

## EXHIBIT 9

### MAINTENANCE AND SUPPORT

#### I. ERRORS AND CORRECTION

1. **Classification of Errors.** “Error” shall mean a defect which causes the Licensed Software not to function substantially in conformance with the Specifications. Errors are classified as follows:

*Service Level 1:* An Error causing (i) “crashes” of the Licensed Software, (ii) unrecoverable loss or corruption of data or (iii) loss of essential Licensed Software functionality for which there is no documented means of Circumvention.

“Circumvention” means, as applied to an Error, a change in operating procedures whereby JBE can conveniently avoid any deleterious effects of such Error. (A Service Level 1 Error is sometimes referred to as “Urgent”).

*Service Level 2:* An Error causing (i) recoverable loss or corruption of data, (ii) loss of essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of non-essential Licensed Software functionality that cannot be Circumvented. (A Service Level 2 Error is sometimes referred to as “Critical”).

*Service Level 3:* An Error causing (i) loss of non-essential Licensed Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Service Level 3 Error is sometimes referred to as “Serious”).

*Service Level 4:* An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate JBE action or procedures. (A Service Level 4 Error is sometimes referred to as “Minor”).

2. **Error Correction.** Contractor acknowledges that Errors in the Licensed Software other than Service Level 3 and 4 Errors are extremely serious and must be resolved with the greatest possible urgency. Therefore, Contractor agrees to correct reported Errors in accordance with the following provisions:

a) Contractor shall provide the JBE with names and telephone numbers of Contractor engineering and/or support staff who are to be contacted by the JBE at any time on a seven (7) day a week, twenty-four (24) hours a day basis to report Errors.

b) Contractor shall provide an initial response to all Errors reported by JBE support personnel within one (1) clock hour for Service Level 1 or 2 Errors, and within four (4) working hours for Service Level 3 or 4 Errors, and Contractor and the JBE shall promptly agree in good faith what additional information and/or Error documentation will be required to permit Contractor to resolve such Errors.

c) Contractor shall resolve Service Level 1 Errors within one (1) calendar day. Contractor shall resolve Service Level 2 Errors within two (2) working days. Contractor shall use its best efforts to resolve Service Level 3 Errors within five (5) working days. Contractor shall use its best efforts to resolve Service Level 1 and 2 Errors by delivering emergency releases to the JBE, shall generally resolve Service Level 3 Errors by documenting a means of Circumvention, and shall resolve Service Level 4 Errors by means of the next regularly scheduled update.

- 3. Escalation Procedure.** In the event Contractor has responded to the JBE's request for corrections to the Licensed Software or for warranty service but has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframe as set forth in Sections 1 and 2 of this Exhibit 9, Contractor shall initiate the following escalation procedure:

***Escalation Stage 1:*** Contractor's technicians attempting to correct the situation shall notify the Contractor's Engineering Manager. Upon such notification, Contractor will immediately assign, at Contractor's sole expense, additional resources to include at a minimum one (1) senior-level technician or engineer. Such resources shall be on-site at the JBE's location, or at such location as is appropriate given the nature of the required corrections. For a Service Level 1 or Level 2 situation, the Contractor's Engineering Manager shall notify the JBE at four (4) hour intervals of the status of the situation until the situation is resolved or for the next twenty-four (24) hours, whichever occurs first.

***Escalation Stage 2:*** After the previous Stage 1 timeframe, if the situation is still unresolved, the Contractor's Senior Vice President of Engineering shall be notified, and shall assign additional and more experienced or senior technical staff or engineers. For Service Level 1 or Level 2 situations, Contractor's Senior Vice President for Engineering shall contact the JBE at two (2) hour intervals until the situation is resolved.

***Escalation Stage 3:*** If a total of seventy-two (72) hours has elapsed since the initial call of the JBE to Contractor for a Service Level 1 or Level 2 situation and the situation is still unresolved to JBE's satisfaction, JBE shall be entitled to receive \$500.00 for each twenty-four (24) hour period that the Licensed Software situation is unresolved, commencing with the date and hour of the instigation of the escalation procedures contained in this Exhibit 9. After a total of seventy-two (72) hours has lapsed since the date and hour of the instigation of the escalation procedures contained in this Exhibit 9 for a Service Level 1 or Level 2 situation and the situation is still unresolved, at the sole discretion of the JBE, Contractor shall immediately send, at Contractor's sole expense, Contractor's most technically qualified representative to the JBE's site and said representative will continue to address and work to remedy the failure, malfunction, defect or nonconformity until such failure, malfunction, defect or nonconformity is resolved to the satisfaction of the JBE.



## II. SERVICE LEVELS

The cloud-based services, hosted service (including Licensed Software), or software as a service provided under this Agreement and each Participation Agreement (collectively, the “Hosted Services”) shall, at a minimum, meet the following service levels:

The Hosted Services shall be available twenty-four (24) hours per day, 365 days per year, with an availability of 99.9% as measured on a monthly basis (excluding agreed-upon maintenance downtime).

In addition to its other remedies, in the event that the Hosted Services fail to meet the availability standards set forth below in any calendar month (excluding agreed-upon maintenance downtime), the JBE will be entitled to the amount set forth in the table below. Contractor will provide a report to the JBE by the tenth day of each calendar month detailing the percentage availability of the Hosted Services for the previous month. The report will be in a format, and contain such information, as may be reasonably be required by the JBE.

Monthly Uptime Percentage	Duration	Amount
< 99.9%	>43 min/month	25% of average EFM daily revenues for impacted court
< 99%	>432 min/month (7.2 hrs)	50% of average EFM daily revenues for impacted court
< 95%	>2,160 min/month (36 hrs)	100% of average EFM daily revenues for impacted court

If the Hosted Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the JBE may, in addition to its other remedies, terminate the applicable Participation Agreement for material breach.

***END OF EXHIBIT 9***

## EXHIBIT 10

### TRANSITION SERVICES

**1. Termination Procedures.** Upon any termination of this Agreement, Contractor shall (i) provide all information and assistance necessary to ensure the smooth substitution of the Licensed Software to another suitable replacement software program (the “Substitute Product”) if requested by the JBE, and (ii) provide all assistance necessary to ensure the smooth transition of the Maintenance and Support Services performed by Contractor or Contractor’s subcontractor to the JBE or its designee. Such continuing services and assistance shall be provided to the JBE for a period up to thirty-six (36) months after the effective date of the termination (the “Transition Period”), and may include, upon the JBE’s request, the following services: (i) assign as specifically requested by the JBE all of the rights, title, and interest of Contractor in all orders and subcontracts relating to Contractor’s obligations under this Agreement; (ii) take such action as may be necessary or as directed by the JBE to preserve and protect the work previously performed by Contractor, and any property related to this Agreement in the possession of Contractor in which the JBE has an interest; (iii) continue performance of any work as directed by the JBE in writing, and (iv) take any other steps reasonably required by the JBE with respect to this Contract.

**2. Software Support.** Contractor understands and agrees that, during the Transition Period, the JBE will be entitled to receive continuing Maintenance and Support Services from Contractor for the Licensed Software, in accordance with the provisions of Exhibit 9 (Maintenance and Support).

**3. Transition Fees.** Any termination or transition assistance provided by Contractor shall be subject to payment by the JBE at Contractor’s hourly rates as set forth in Contractor’s then-standard rates and charges table. Except as provided in this Exhibit 10, no termination fees of any kind, including but not limited to unrecovered costs or other transition fees shall be payable by the JBE upon or subsequent to the termination of this Agreement.

**4. Transition Personnel Requirements.** Contractor will make Contractor personnel available on a commercially reasonable basis to assist in the transition from the Licensed Software supported by Contractor’s Maintenance and Support Services, to the Substitute Product, supported by the JBE or the JBE’s designee.

***END OF EXHIBIT 10***

## EXHIBIT 11

### PARTICIPATION AGREEMENT

- (1) This Participation Agreement is made and entered into as of [month/day/year] (“Participation Agreement Effective Date”) by and between the \_\_\_\_\_ *[add full name of the JBE]* (“JBE”) and [add name of Contractor] (“Contractor”) pursuant to the Master Agreement # \_\_\_\_\_ *[add Master Agreement # - see cover page]* (“Master Agreement”) dated \_\_\_\_\_, 20\_\_ *[add Effective Date of the Master Agreement]* between the Judicial Council of California (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participation Agreement, each capitalized term used in this Participation Agreement shall have the meaning set forth in the Master Agreement.
- (2) This Participation Agreement constitutes and shall be construed as a separate, independent contract between Contractor and the JBE, subject to the following: (i) this Participation Agreement shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participation Agreement; (ii) the Participation Agreement (including any Statement of Work) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participation Agreement may not extend beyond the expiration date of the Master Agreement. The Participation Agreement and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- (3) Under this Participation Agreement, the JBE will order Contractor’s Work by attaching and incorporating a Statement of Work and any other necessary ordering documents. The JBE’s Statement of Work will be substantially similar to the model Statement of Work set forth in Exhibit 6 of the Master Agreement. The ordering documents, including the Statement of Work, are subject to the following: such documents are subject to and governed by the terms of the Master Agreement and the Participation Agreement, and any term in the ordering documents that conflicts with or alters any term of the Master Agreement (or the Participation Agreement) or exceeds the scope of the Work provided for in the Master Agreement, will not be deemed part of the contract between Contractor and the JBE. Subject to the foregoing, this Participation Agreement shall be deemed to include such ordering documents.
- (4) The JBE is solely responsible for the acceptance of and payment for the Work under this Participation Agreement. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including this Participation Agreement), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- (5) Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.

- (6) The term of this Participation Agreement shall be from the Effective Date until: [ \_\_\_\_\_ month/day/year – **may not exceed the Expiration Date of the Master Agreement**].
- (7) The JBE hereby orders, and Contractor hereby agrees to provide, the Work set forth in the attached Statement of Work.
- (8) Notices regarding this Participation Agreement must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the JBE:</b>
[name, title, address]	[name, title, address]
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

- (9) This Participation Agreement and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participation Agreement.

IN WITNESS WHEREOF, the JBE and Contractor have caused this Participation Agreement to be executed on the Participation Agreement Effective Date.

***[JBE]***

***[CONTRACTOR]***

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

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

Name:

Name:

Title:

Title:

***END OF EXHIBIT 11***

## EXHIBIT 12

### CONTRACTOR EXPENSE AND TRAVEL REIMBURSEMENT GUIDELINES

All travel-related expenses must be approved in advance by the JBE. The JBE policy and limits on reimbursable travel-related expenses are listed below.

**Lodging** – Receipts are required, and each day of lodging claimed must be listed separately. Maximum rates are listed below.

1

1. In-state - Actual costs are reimbursable up to a maximum per day rate of \$250 for San Francisco county; \$140 for Alameda, San Mateo, and Santa Clara counties; \$120 for Los Angeles, Orange and Ventura counties; and \$110 for all other counties, plus tax and energy surcharge.
2. Out-of-state – Actual costs are reimbursable with appropriate prior approval.

**Meals** – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.

1. Breakfast – Up to \$8.
2. Lunch – Up to \$12.
3. Dinner – Up to \$20.

For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.
3. Lunch may not be claimed on trips of less than 24 hours.

**Incidental Expenses** – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

**Transportation** – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.

2. Mileage – Personal vehicle mileage is reimbursable at the current federal mileage reimbursement rate established by the IRS that corresponds to the date(s) of travel.

**Other Business Expenses** – Actual cost is reimbursable. Receipts or documentation are required for all other business expenses, regardless of the amount claimed.

*END OF EXHIBIT 12*

**EXHIBIT 13**


**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT  
AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of \$100,000 or more.

**CERTIFICATIONS:**

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code); **and**
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<i>Company Name (Printed)</i> Infiniti Consulting Group, Inc.	<i>Federal ID Number</i> 20-1502639
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Scott Drossos, President	
<i>Date Executed</i> 3/15/2018	<i>Executed in the County of Sacramento in the State of California</i>

**END OF EXHIBIT 13**

Priority	Category	Requirement Text	Yes/No	Vendor Response
1	Mandatory	Business Describe the size of their existing government customer base where similar solutions have been implemented and brief summaries.		<p>Infiniti has close to 100 government customers/contracts and in many of them it has implemented cloud solutions that address all or aspects of the DR scenarios that the ICC has outlined. Additionally, Infiniti was selected by CDT as its sole source provider of AWS cloud storage/DR solutions.</p> <p>Pasadena City College</p> <p>This referenced project was an integration with AWS Cloud Service (Backup/Restore). The organization already had an existing version of Commvault and consisted of an upgrade (from ver. 9 to 11), as well as provisioning cloud storage for the offsite copies, which replaced tapes. The primary difference between this implementation and the proposed architecture is: 1) Pasadena went through a license upgrade with minimal change to existing hardware; 2) The proposed solution leverages a hyper converged platform, eliminating the dependencies on third party hardware providers and reducing total cost of ownership. The Assess, back-up and DR plan took about 3 months to complete. Additionally, Pasadena's SOW required Infiniti to migrate its 4000 Exchange mailboxes to MS365 which it successfully did as a part of this project over approximately 6 months. Pasadena sought a partner who could conduct a comprehensive as-is assessment, storage/DR/ plan development and cloud migration strategy using a multi-cloud strategy.</p> <p>California Community College Technology Center (CCCTC)</p> <p>The CCCTC conducted a nationally competitive and rigorous RFP to select a cloud services partner for 5 years. Infiniti was the sole awardee of this contract by earning the highest technical score and lowest cost provider. Infiniti is just completing the second year of this agreement and CCCTC is delighted with Infiniti's work to date. Infiniti's role includes: DR, Architecture, Security, SysOps, Migrations, Security, Machine Learning, Predictive Analytics, Storage. Because CCCTC required Infiniti to migrate its entire application stack to the cloud, the DR portion of this strategy involves 100% fault tolerance in the cloud using a combination of "hot/hot" and "warm standby" DR approaches. For CCCTC we have implemented a multi-zone strategy and we wrote scripts to instantly automate the failover process should a disaster occur. Infiniti also implemented New Relic, a leading edge application and infrastructure monitoring platform that provides alerts that are highly tuned to the customer's requirements and are monitored 24x7. New Relic allows for quick isolation of technical problems and fast remediation. Infiniti has learned that having a strong system monitoring strategy often goes hand in glove with a strong DR strategy.</p> <p>Contra Costa Community College District (CCCCD)</p> <p>This referenced project was an integration with AWS Cloud Service (Backup/Restore and Multi-site/hot-hot). This project required a solution to backup their infrastructure and data to the cloud for both backup and DR purposes – as the legacy vendor did not natively support this – so this was essentially a rip-and-replace. Additionally, CCCCDD wanted to provide uninterrupted service to its 55,000 students and faculty of critical services so it asked Infiniti to implement a multi-site/hot-hot strategy for CCCCDD's website, SSO authentication and Active Directory to ensure its constituents could still interact with college and their SaaS based learning management system in the event of network outage. The prior back-up/DR solution for CCCCDD used a combination of on-premise back-up to an AppAssure appliance and offsite tape storage for long term data. Infiniti's solution included a multi-site strategy for the SSO, AD and website plus we recommended replacement of the AppAssure appliance with a third party that could back-up to the AWS cloud as well as utilize a combination of S3 and Glacier storage to handle CCCCDD's long term data storage and retrieval requirements. We leveraged existing hardware to function as the Commvault Media Agent for both compression/dedup and transfers to cloud storage, as well as a virtual server on their VMware environment to serve as the management console; and the proposed solution leverages a hyper converged platform, eliminating the dependencies on third party hardware, offsite storage and dramatically reduced total cost of ownership. The project duration was 3 months.</p> <p>Department of Water Resources</p> <p>This referenced project was an integration with AWS Cloud Service (Backup/Restore). This project required a solution to backup their infrastructure to the cloud so they could leverage their NetApp storage for other data needs; their solution leveraged existing hardware to function as the Commvault Media Agent for both compression/dedup and transfers to cloud storage, as well as a virtual server on their VMware environment to serve as the management console; whereas, the proposed solution leverages a hyper converged platform, eliminating the dependencies on third party hardware, and reducing total cost of ownership. The duration of this project was 2 months.</p>



#	Priority	Category	Requirement Text	Yes/No	Vendor Response
2	Mandatory	Business	The Proposer shall provide a list of all trial court names and locations that are currently using the proposed solution. Please separate list by California and non-California courts.		<p>Infiniti is both an AWS and Azure partner and as such it is including CA court references on both AWS and Azure. Amazon Web Services has been working with a number of court systems in the State of California and continues to have discussions with the court system at large around Disaster Recovery, backup and storage. Some of AWS' current trial court customers include: Monterey Courts - backup, Riverside - backup, San Diego - testing for backup, San Mateo - backup, Solano - testing for backup.</p> <p>There are a number of court systems within the State of California who are using Azure-based solutions include: Los Angeles Superior Court, Monterey County Superior Court, Orange County Superior Court, and San Diego Superior Court (among others whom we were not able to directly reference due to our policy of getting customer approval before making public references). Additionally, there are other courts across the US using Azure to help them maintain business continuity and prepare for potential disasters like Maricopa County Superior Court. On top of that, Microsoft has a multitude of court partners leveraging Azure Government for various needs, including multiple District Attorney's Offices, Sheriff's Offices, Police Departments etc.</p>
3	Mandatory	Business	Solution must provide connectivity options to services for court employees and public users when disaster is triggered.	Yes	<p>Amazon Web Services</p> <p>In the event that a disaster situation occurs, then the identified set of systems/servers/applications etc. will be automatically spun up into AWS. AWS also provides a way for court employees to securely log into those services via the internet. This is a user authentication architecture item/issue. Connectivity options are going to be in two parts:</p> <ol style="list-style-type: none"> <li>1) court systems accessible via the internet in a DR scenario;</li> <li>2) those systems securely accessible only, via robust credentialing (e.g., Multi Factor Authentication).</li> </ol> <p>For public users, either upon a DR event, or all the time, run those same systems within AWS. Internet access, which is how the public accesses court systems today, remains the same. The destination DNS just changes.</p> <p>Microsoft Azure</p> <p>The Azure Portal for accessing Azure services and customer's VMs and Storage is accessible over port 443 on the Internet. Network connectivity to Azure services can be setup from anywhere where internet and VPN services can be setup. Azure supports a wide variety of VPN options including Point-to-Site and Site-to-Site. Additionally, connectivity can be established with dedicated connections, bypassing the internet, using our ExpressRoute service.</p> <p>About VPN Gateway: <a href="https://docs.microsoft.com/en-us/azure/vpn-gateway/vpn-gateway-about-vpngateways">https://docs.microsoft.com/en-us/azure/vpn-gateway/vpn-gateway-about-vpngateways</a></p> <p>ExpressRoute Overview: <a href="https://docs.microsoft.com/en-us/azure/expressroute/expressroute-introduction">https://docs.microsoft.com/en-us/azure/expressroute/expressroute-introduction</a></p> <p>Infiniti will be solely responsible to provide all of the elements requested. Any requirements that a JBE might have that requires Infiniti work with a new 3rd party partner, Infiniti will be happy to work with that partner and aim to add that partner to its long list of current ecosystem partners to satisfy each JBE's needs.</p>
4	Mandatory	Business	Proposer shall provide details if they are not solely responsible for elements of the solution including procurement, configuration, management, operation, maintenance, and selection of all baseline systems.		
5	Mandatory	Business	Describe the time limit (if any) for JBE to use the provided infrastructure once a disaster is declared		<p>The time limit is dependent on each Judicial Branch Entity's RTO/RPO requirements. The JBE can have full access to their infrastructure after a disaster scenario, with virtually "zero" downtime or up to several hours depending on their RTO/RPO requirements. The four Disaster Recovery strategies are Backup/Recovery, Pilot Light, Warm Standby and Multi-site. Infiniti often implements DR plans with multiple DR approaches to align the strategy to each application's RTO/RPO requirement. This is an efficient way to limit the most expensive multi-site/hot-hot approach DR approach to the applications that require it, while implementing less expensive but still effective DR strategies for those applications that have higher RTO/RPO thresholds.</p>
6	Mandatory	Technical	Provide a complete description of the proposed infrastructure including quantities, configuration and models of equipment, applications, types of data storage, memory, CPU/servers, network, storage used to support the each DR solution.		<p>In the event that a disaster situation occurs, then the identified set of systems/servers/applications etc. will be automatically spun up into AWS. AWS also provides a way for court employees to securely log into those services via the internet. This is a user authentication architecture item/issue. Connectivity options are going to be in two parts: 1) court systems accessible via the internet in a DR scenario; 2) those systems securely accessible only, via robust credentialing (e.g., Multi Factor Authentication). For public users, either upon a DR event, or all the time, run those same systems within AWS. Internet access, which is how the public accesses court systems today, remains the same. The destination DNS just changes.</p>

3	Priority	Category	Requirement Text	Yes/No	Vendor Response
7	Mandatory	Business	Offers tiered pricing for the various services in the DR solutions model	Yes	Infinitti will offer pricing that addresses the various Tiers of DR including - Back-up & Restore, Pilot Light, Warm Standby and Multi-site (hot/hot). Pricing within each of these Tiers can vary depending on a variety of choices available to JBE. Infinitti will work with the JBE to determine best approach pricing for each scenario. JBE requests. Additionally, Infinitti's solution architects are skilled cloud services professionals who can tailor and automate a JBE solution/architecture to optimize efficiency and keep costs as low as possible
8	Mandatory	Business	Interoperability support with regards to available APIs, data portability etc., for the JBE to utilize in case of change of cloud service provider, migration back to in-house infrastructure, burst to a different cloud service provider for a short duration or availing backup or DR services from a different service provider	Yes	The leading cloud vendor's services are accessible via supported APIs, including Powershell, CLI, JSON, etc. Data stored in the cloud may be transferred over the wire and physically via import/export services. Additionally, the backup solution appliances, support cloud-to-cloud interoperability, so you can retain copies of your data with multiple cloud vendors.
9	Mandatory	Business	Proposer must prove scalability of their services and that they can support any changing and growing needs the JBE may have. Confirmation and documentation shall be included in the offeror's response.	Yes	The leading cloud vendors offer the ability to scale computing resources up and down by leveraging technologies such as auto load balancing and auto scaling compute which can automatically scale your cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases.  AWS: Managing Your AWS Infrastructure at Scale <a href="https://d0.awsstatic.com/whitepapers/managing-your-aws-infrastructure-at-scale.pdf">https://d0.awsstatic.com/whitepapers/managing-your-aws-infrastructure-at-scale.pdf</a>  Azure: Azure Virtual Machine Scale Sets Documentation <a href="https://docs.microsoft.com/en-us/azure/opbuildpdf/virtual-machine-scale-sets/TOC.pdf?branch=live">https://docs.microsoft.com/en-us/azure/opbuildpdf/virtual-machine-scale-sets/TOC.pdf?branch=live</a>
10	Mandatory	Technical	The solution will be configured to send a message immediately to when any component becomes inaccessible and non operational.	Yes	Infinitti's proposed solution fully supports this requirement using various methods via internal, external, and/or built-in SMTP relay (SMS is also supported if desired). Additionally, should a JBE want enhanced application and infrastructure monitoring support Infinitti can implement and support any JBE with the New Relic SaaS based platform. New Relic is a leading edge application and infrastructure monitoring platform that provides excellent system monitoring and alert management capabilities. When trouble shooting an application, New Relic can quickly pin-point the exact line of code that is causing the issue. Finally, Infinitti offers 24x7 help desk support for any JBE wanting high levels of coverage and additional peace of mind.
11	Mandatory	Business	Solution offers monitoring tools that monitor resources such as compute and other resources to gain system-wide visibility into resource utilization and operational health. JBE should get the appropriate visibility for the monitored information via a web dashboard.	Yes	The leading cloud vendors offer native services to collect and track metrics on compute, storage, & network resources complete with web-based dashboards and APIs. Additionally, should a JBE want enhanced application and infrastructure monitoring support Infinitti often recommends can implementing the New Relic SaaS based platform. New Relic is a leading edge application and infrastructure monitoring platform that provides excellent system monitoring and a comprehensive alert capabilities. When trouble shooting an application, New Relic can quickly pin-point the exact line of code that is causing the issue. Finally, Infinitti offers 24x7 help desk support for any JBE wanting high levels of coverage and additional peace of mind.
12	Mandatory	Business	Confirm that the vendor's hosting facilities (including compute, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities located in US Government rated datacenters?	Yes	Amazon Web Services: AWS GovCloud (US) is an isolated AWS Region designed to allow US government agencies and customers to move sensitive workloads into the cloud by addressing their specific regulatory and compliance requirements. The AWS GovCloud (US) framework adheres to US International Traffic in Arms Regulations (ITAR) regulations and the Federal Risk and Authorization Management Program (FedRAMP) High requirements. The first AWS GovCloud (US) Region was launched in 2011 and is located in the western US. AWS is working on a second region that we expect to open in 2018. The upcoming AWS GovCloud (US-East) Region will provide customers with added redundancy, data durability, and resiliency and will also provide additional options for disaster recovery. Learn more on the AWS GovCloud (US) Heads East post on the AWS Blog. <a href="https://aws.amazon.com/compliance/services-in-scope/">https://aws.amazon.com/compliance/services-in-scope/</a>  Microsoft Azure: Azure Government hosts services redundantly across four Datacenter Region in the United States that are all greater than 500 miles apart from each other (Arizona, Iowa, Texas, Virginia). Azure provides many tools for customers to configure the level of disaster recovery and business continuity services between Azure Regions, that is appropriate for the risk and cost levels that the customer assesses as necessary for its business. The JAB has also granted Azure Government a P-ATO at the High Impact Level, the highest bar for FedRAMP accreditation, which authorizes the use of Azure Government to process highly sensitive data. The mandatory NIST 800-53 standards establish security categories of information systems—confidentiality, integrity, and availability—to assess the potential impact on an organization should its information and information systems be compromised. The FedRAMP audit of Azure and Azure Government included the Information Security Management System that encompasses infrastructure, development, operations, management, and support of in-scope services. <a href="https://docs.microsoft.com/en-us/azure/government/documentation-government-services">https://docs.microsoft.com/en-us/azure/government/documentation-government-services</a>

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
13	Mandatory	Business	The proposer shall provide a cost calculator for IBEs to estimate costs for component level pricing (storage, compute, load balancer, database, etc.), where applicable, for each disaster recovery service tier offered.	Yes	<p>Amazon Web Services: Simple Monthly Calculator: <a href="https://calculator.s3.amazonaws.com/index.html">https://calculator.s3.amazonaws.com/index.html</a> Total Cost Ownership Calculator: <a href="https://awstoccalculator.com/">https://awstoccalculator.com/</a></p> <p>Microsoft Azure: Pricing Calculator: <a href="https://azure.microsoft.com/en-us/pricing/calculator/?&amp;WT.mc_id=AID631184_SEM_XilrlintE&amp;linkid=CjwKCAjw6iVBRBZEIwAKIZ2H04GTB8x5fr-ilyWlUtoNgGU3mu9DD00YrcoswY0FvFEciukvCE0gQAVD_BWE">https://azure.microsoft.com/en-us/pricing/calculator/?&amp;WT.mc_id=AID631184_SEM_XilrlintE&amp;linkid=CjwKCAjw6iVBRBZEIwAKIZ2H04GTB8x5fr-ilyWlUtoNgGU3mu9DD00YrcoswY0FvFEciukvCE0gQAVD_BWE</a></p> <p>AWS Pricing: <a href="https://aws.amazon.com/govcloud-us/pricing/">https://aws.amazon.com/govcloud-us/pricing/</a></p> <p>Microsoft Azure Pricing: <a href="https://azure.microsoft.com/en-us/pricing/#product-picker">https://azure.microsoft.com/en-us/pricing/#product-picker</a></p>
14	Mandatory	Business	Pricing model provides detail that show basic charges for connectivity, tools, storage, processing, etc.	Yes	<p>Infiniti's proposed solution leverages enterprise-grade platforms for onsite backup and recovery, as well as cloud storage for an offsite copy of the data. The solution is capable of providing disaster recovery to the cloud, with minimal recovery time objectives (RTO), by utilizing the cloud copy of the backups. Using Exhibit 4 as an example, the solution would include backup appliances at each site where there is infrastructure; each appliance with its own integrated disk capacity for the on-premise local backups, as well as a centralized management offered via the web-based interface with RBAC controls. This solution tightly integrates compute, storage, full lifecycle data management and analytics into a single platform. Further, since the solution is pre-designed, built, sold and supported by the vendor, you'll benefit from a lower TCO and enjoy single-call support for the entire solution (including restores to the cloud). Additionally, should the IBE want ongoing Infiniti cloud services expertise, Infiniti would be happy to tailor a plan to provide that expertise to address a variety of resources such as cloud restores, failover, connectivity, migrations, etc.</p>
15	Mandatory	Business	Provides detailed documentation on how the DR solutions function	Yes	<p>Infiniti does not have its own data center and instead utilizes the world's top two cloud services partners (CSPs) cloud data centers. Infiniti recommends leveraging either or both of AWS and Azure. In both cases, AWS and Azure have numerous regions and availability zones that can be leveraged for 100% fault tolerance and zero downtime if required. Infiniti also has extensive experience in developing and writing both DR and Business Continuity plans should a IBE require a documented set of procedures that maintain business continuity in the event of a disaster.</p>
16	Mandatory	Business	For vendor hosted solution, is there a disaster recovery solution in place to ensure business continuity in the event of a system or catastrophic failure	Yes	<p>Infiniti will create a cloud based DR environment that is reliable, fault tolerant, robust, highly secure, high performing, that is simple to operate and maintain. Furthermore, because this environment is cloud based it will be highly cost effective. Infiniti will achieve this by following our rigorous approach to discovery, architecture, design, planning, and implementation. We follow cloud best practices in all of our work to make sure that the cloud DR solution we deliver meets or exceeds the clients needs. Furthermore, as part of the discovery and assessment phases we make sure we understand the needs of the business stakeholders so that the DR environment and infrastructure will sufficiently support the applications and services that are used by the business stakeholders. It is during the discovery and assessment phase that we talk with business stakeholders to understand the RTO/RPO for each application and service; we then use this information to architect and design the appropriate DR solution. For example, for a mission critical system we will recommend with warm-standby or multi-site architectures so that there is minimal or no downtime in the event of a disaster.</p>
17	Mandatory	Business	Solution provides a sufficient infrastructure environment that will allow IBE to build a suitable DR environment to support business processes	Yes	<p>The leading cloud vendors offer storage built to store and retrieve an unlimited amount of objects, with the data automatically copied to three separate datacenters within the same region, and delivering high availability and durability. Also, data may be transferred via the respective cloud providers import/export services.</p>
18	Mandatory	Technical	Solution will make sufficient storage continually available for incremental data replication from the primary site to the DR site, including the offeror's storage backup (DR) strategy	Yes	<p>In both AWS GovCloud &amp; Azure Government cloud, the hosting vendor's datacenters are located in the continental United States, employee only US citizens who have passed background checks, meet FedRAMP High, as well as other standards, and further follow a shared responsibility model, where the cloud vendor is responsible for the security of the cloud, and the customer is responsible for security in the cloud. Further, the hosting vendors align with ISO 27018, demonstrating to its to customers that they have a system of controls in place that specifically address the privacy protection of their content. ISO 27018 is the first international code of practice that focuses on protection of personal data in the cloud. It is based on ISO information security standard 27002 and provides implementation guidance on ISO 27002 controls applicable to Personally Identifiable Information (PII) processed by public cloud service providers. This alignment along with independent third-party assessments of this internationally recognized code of practice demonstrates the hosting vendors commitment to the privacy and protection of their customer's content. Additionally, in the event of a breach, the both AWS &amp; Azure have a defined Security Incident Lifecycle and structured Standard Operating Procedure (SOP) to detect, mitigate, and close security incidents by: 1) notify customers if their data has been lost, altered or disclosed because of unlawful or unauthorized activities; 2) inform customers of a security incident with actionable and timely data; and 3) ensure transparency with regard to lessons learned or other items learned from a breach. Further information is available at:</p> <p><a href="https://aws.amazon.com/compliance/data-privacy-faq/">https://aws.amazon.com/compliance/data-privacy-faq/</a> <a href="https://www.microsoft.com/en-us/trustcenter/security/azure-security">https://www.microsoft.com/en-us/trustcenter/security/azure-security</a></p>
19	Mandatory	Security	Describe the hosting vendors policy with regard to data breach notification and follow-on mitigation. Does vendor provide data privacy assurance, notification of any breach in security, and performance guarantees?		

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
20	Mandatory	Security	Describe how data is protected during transit and at vendor hosted services (or at rest?)		Cloud storage data is encrypted in transit via HTTPS and data at rest can be further encrypted using AES-SSE or even HSM, providing comprehensive security and compliance capabilities that meet even the most stringent regulatory requirements.
21	Mandatory	Security	Does vendor have a published, enforced data governance policy and processes to ensure clients' data privacy and access?	Yes	As a certified partner for both AWS and Microsoft we adhere to this requirement. Both Microsoft and AWS have published, enforced data governance policies. Below we have included links to pertinent information and documents that are on the cloud provider websites:  Microsoft: a) Microsoft's Privacy Statement can be found here: <a href="https://privacy.microsoft.com/en-us/privacystatement">https://privacy.microsoft.com/en-us/privacystatement</a> b) Microsoft's Security, Privacy and Compliance Documentation addresses this requirement head-on: <a href="http://download.microsoft.com/download/1/6/0/160216AA-8445-4808-B60F-508EC8067FCA/WindowsAzure-SecurityPrivacyCompliance.pdf">http://download.microsoft.com/download/1/6/0/160216AA-8445-4808-B60F-508EC8067FCA/WindowsAzure-SecurityPrivacyCompliance.pdf</a>  AWS: a) Data Privacy FAQ: <a href="https://aws.amazon.com/compliance/data-privacy-faq/">https://aws.amazon.com/compliance/data-privacy-faq/</a> b) Amazon Privacy Notice: <a href="https://www.amazon.com/gp/help/customer/display.html?nodeId=468496">https://www.amazon.com/gp/help/customer/display.html?nodeId=468496</a>  AWS Policy: <a href="https://aws.amazon.com/privacy/">https://aws.amazon.com/privacy/</a> Azure Policy: <a href="https://privacy.microsoft.com/en-us/privacystatement">https://privacy.microsoft.com/en-us/privacystatement</a>
22	Mandatory	Security	Does vendor provide privacy policies documentation for hosted clients?	Yes	Infiniti's proposed backup solution, as well as the leading cloud providers, allow multiple administrators via IAM and other IAPs.
23	Mandatory	Security	The solution provides the capability to allow security and configuration to be managed by multiple administrators.	Yes	Infiniti's proposed backup solution, as well as the leading cloud providers, offer RBAC via IAM and other IAP integrations, etc.
24	Mandatory	Security	The solution provides role-based access control - only authorized users will be able to change or view certain information	Yes	All passwords are encrypted and cannot be decrypted by the cloud vendor. Additionally, it is possible to integrate Active Directory with both AWS & Azure for federated logins so the cloud vendor never stores any password hashes; MFA is also supported.
25	Mandatory	Security	The solution must encrypt passwords and prevent password from being displayed and printed.	Yes	This is fully supported by either AWS and Azure, and depending on which IAP is implemented, can be configured via IAM password policies and/or Active Directory.
26	Mandatory	Security	The solution must have security and control features that detect and prevent unauthorized access to the system (e.g., repeated attempts to guess passwords.)	Yes	The leading cloud vendors offer this capability, via their respective services, and allow for governance, compliance, operational & risk auditing, etc.
27	Mandatory	Security	The system must provide the capability to log and archive security violations	Yes	AWS provides CloudWatch and CloudTrail both of which provide data analysis. Infiniti also has setup open source solutions with ELK Stack as well as worked with Splunk and LogRhythm (Infiniti is partnered with both Splunk and LogRhythm).
28	Mandatory	Security	Does vendor hosted solution provide log data analysis tools available to clients?	Yes	Infiniti will implement the appropriate cloud solutions to create log data and analyze log data. For AWS this involves both CloudWatch and CloudTrail both of which provide data analysis. For Azure this involves using Azure Monitor. Both of these solutions provide extensive log data analysis functionality. Infiniti also has experience implementing open source solutions with ELK Stack to provide log data analysis. Infiniti is also a Splunk partner and works closely with LogRhythm to implement industrial strength log aggregation and SIEM solutions.  Related links that provide more information: <a href="https://docs.microsoft.com/en-us/azure/monitoring-and-diagnostics/">https://docs.microsoft.com/en-us/azure/monitoring-and-diagnostics/</a> <a href="https://aws.amazon.com/cloudwatch/">https://aws.amazon.com/cloudwatch/</a> Any Infiniti, AWS, or Azure personnel that may potentially have access will have completed background checks, be authorized to work, and will be based in the United States.
29	Mandatory	Security	Do all vendor personnel potentially having access to the judicial branch data have background-checks, are authorized to work and based in the United States?	Yes	Infiniti's leading cloud service partners: AWS & Azure, provide consistent performance & ratings across their services, and are designed to accommodate customers using their services up to their rated capacity and performance as advertised per service without degradation.
30	Desired	Service Level	Provide details of expected performance and any degradation JBE would experience should the offerors customers stress their environment to 100% of server capacity, storage capacity, and/or network capacity.		Cloud services are available via the Internet, and so long as the JBE has Internet access, connectivity to their cloud provider can be established. Encrypted connectivity options include VPN over the public Internet, as well as private line (AWS Direct Connect and/or Azure ExpressRoute), which provide a higher SLA and lower latency.
31	Desired	Service Level	Provide details of the availability schema for JBE to have network access assurance - the solution should provide continuous availability of the network and DR site at all times		

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32	Mandatory	Service Level	Vendor includes their standard Service Levels Agreement (SLA) as part of this proposal and with a description on how it will be measured and reported with an example.		<p>Vendor provides Service Level Agreements on many services which can be view here: <a href="https://aws.amazon.com/legal/service-level-agreements/">https://aws.amazon.com/legal/service-level-agreements/</a></p> <p>AWS customers can leverage AWS Cloud monitoring tools such as Amazon CloudWatch, AWS Trusted Advisor, AWS Health Checks, and third-party monitoring tools to extract metrics and system analytics. The AWS Service Health Dashboard provides current and historical data across regions for each service offered. The status can be monitored in real time, or subscribed to as an RSS feed by service. Health Checks monitor the health and status of AWS Cloud services, and the status of these checks is displayed in the AWS Management Console. When a check does not pass, customers have the option to open a high-priority ticket with Technical Support for assistance. Health Checks are currently available for Amazon EC2 instances and Amazon EBS volumes.</p> <p>Microsoft provides Service Level Agreements on all generally available services in Azure. The Service Level Agreement (SLA) describes Microsoft's commitments for uptime and connectivity. The SLA for individual Azure services are listed here: <a href="https://azure.microsoft.com/en-us/support/legal/sla/">https://azure.microsoft.com/en-us/support/legal/sla/</a> Microsoft tracks metrics related to SLAs and more information is available on this page: <a href="https://azure.microsoft.com/en-us/support/legal/sla/site-recovery/v1_1/">https://azure.microsoft.com/en-us/support/legal/sla/site-recovery/v1_1/</a></p> <p>Infiniti has included a copy of our standard SLA in this proposal (see file named "Infiniti_Standard_SLA.docx"). Infiniti will provide monthly status reports that include measurement against SLAs.</p>
33	Desired	Service Level	The vendor provides documentation on how their own Disaster Recovery procedures and solution operates and what, if any, are the potential impacts to JBE's DR service	No	<p>For security reasons, both AWS and Azure do release their own DR procedures and solution details. Infiniti recommends designing a DR solution for each JBE that utilizes multiple zones and/or regions to create a fault tolerant 100% available DR solution in either or both of those cloud environments. If selected, Infiniti would be happy to coordinate direct conversations with AWS or Azure to satisfy any JCC concerns about the reliability of either or both AWS and Azure.</p>
34	Desired	Service Level	Does vendor share their feature and release roadmap with clients?	Yes	<p>Details regarding future releases and roadmap information are only released under NDA and due to the NDA cannot be shared by Infiniti. Customers wishing to obtain this information should contact Infiniti who will contact the vendor.</p>
35	Mandatory	Service Level	Provide availability of at least 99.99% 24x7, 365 days a year	Yes	<p>AWS provides announcements regarding new releases and features at <a href="https://aws.amazon.com/new/">https://aws.amazon.com/new/</a></p> <p>The leading cloud vendor's storage solutions automatically copy data to multiple datacenters within the same region, and are designed for 99.99% high availability within a given year, for both AWS S3 Standard storage and Azure RA-GRS accounts.</p>
36	Mandatory	Service Level	The solution allows compute, storage, and bandwidth requirements to be auto-scaled (additional capacity based on the demand and auto-scaling rules). The solution must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures.	Yes	<p>Infiniti designs all DR architectures and application migrations with auto-scaling in mind. The choice around the degree of autoscaling that a JBE wants will potentially vary based on cost sensitivity, RTO/RPO thresholds and the degree to which the application allows autoscaling to be invoked. Sometimes, clients ask us to assist them with re-architecting or refactoring their application(s) to help optimize the application in the cloud.</p>
37	Mandatory	Service Level	Does vendor hosted solution provide automatic scalability without impacting existing service or SLA?	Yes	<p>Yes, automated scalability is a fundamental feature of cloud environments (AWS and Azure). Infiniti will design automated scalability into the DR design as appropriate for the application and services that will be running in the cloud. This scalability will not impact an existing service or SLA.</p>
38	Mandatory	Service Level	Circuits into and out of the cloud datacenters should support JBE's existing environment and be described in detail (type, bandwidth, etc.) as part of the solution design / prerequisites	Yes	<p>Since the leading cloud vendor's services are accessed over the wire, the required Internet bandwidth depends on the JBEs Internet utilization and the added bandwidth required to support backup and recovery tasks (this requirement varies with the amount of data backed up and deltas). Thus, the link speeds to the cloud vendors will vary. If using a traditional VPN over the public Internet, please note that the dependency on speed falls onto the ISP, however, the cloud vendors will not throttle this connection type. If a consistent link with SLAs, low latency, and dedicated bandwidth is desired, then AWS Direct Connect and/or Azure ExpressRoute should be utilized. These circuits can be provisioned with various link speed options, such as 1Gbps and faster using link-aggregation, and use BGP dynamic routing protocols. Depending on the connection method, the JBE will need either a IPsec capable firewall/router for VPN type connections, and/or work with their co-location provider to provision a Direct Connect/ExpressRoute type circuit; along with having a BGP capable router for interconnect. Infiniti will work with the JBE throughout this entire process and can assist with router configurations.</p>
39	Mandatory	Standards	The Solution must adhere to the CJIS Security Policy (CJISD-ITS-DOC-08140-5-6)	Yes	<p>Both AWS and Azure sign CJIS security agreements with their customers, including allowing or performing any required employee background checks according to the CJIS Security Policy. Further, they conduct criminal background checks, as permitted by law, as part of pre-employment screening practices for employees and commensurate with the employee's position and level of access. The policies also identify functional responsibilities for the administration of logical access and security.</p>
40	Mandatory	Standards	Cloud Hosting Provider will supply supporting information on FedRAMP compliance.	Yes	<p>Both AWS GovCloud and Azure Government are FedRAMP Compliant Cloud Service Providers, and offer FedRAMP compliant services that have been granted a Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) for the High impact level. Further, both cloud vendors sign CJIS security agreements with their customers, including allowing or performing any required employee background checks according to the CJIS Security Policy. Additionally, they conduct criminal background checks, as permitted by law, as part of pre-employment screening practices for employees and commensurate with the employee's position and level of access for these specific regions.</p>

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41	Desired	Standards	Cloud hosting Provider will supply supporting information on ISO 27001 certification.	Yes	<p>Amazon Web Services: Understand and comply. ISO 27001 certification below: <a href="https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf">https://d1.awsstatic.com/certifications/iso_27001_global_certification.pdf</a></p> <p>Microsoft Azure Understand and Comply. Azure maintains its ISO 27001 certification and makes the corresponding audit report and certificate available to customers from the Service Trust Portal.                      a. <a href="https://gallery.technet.microsoft.com/Overview-of-Azure-c1be3942">https://gallery.technet.microsoft.com/Overview-of-Azure-c1be3942</a>                      c. <a href="https://www.microsoft.com/en-us/trustcenter/compliance/iso-icc-27001">https://www.microsoft.com/en-us/trustcenter/compliance/iso-icc-27001</a></p> <p>Amazon Web Services: Understand and comply. AWS publishes a Service Organization Controls 2 (SOC 2), Type II report. Similar to the SOC 1 in the evaluation of controls, the SOC 2 report is an attestation report that expands the evaluation of controls to the criteria set forth by the American Institute of Certified Public Accountants (AICPA) Trust Services Principles. These principles define leading practice controls relevant to security, availability, processing integrity, confidentiality, and privacy applicable to service organizations such as AWS. The AWS SOC 2 is an evaluation of the design and operating effectiveness of controls that meet the criteria for the security and availability principles set forth in the AICPA's Trust Services Principles criteria. This report provides additional transparency into AWS security and availability based on a pre-defined industry standard of leading practices and further demonstrates AWS' commitment to protecting customer data.</p>
42	Desired	Standards	Cloud hosting vendor is SOC 2 Type II Certified	Yes	<p>Microsoft Azure: Understand and Comply. Azure SOC 2 Type 2 report is relevant to the Security, Availability, Confidentiality, and Processing Integrity trust principles. Azure maintains a SOC 2 Type 2 attestation that is based on a rolling 12-month run window (audit period) with new reports issued quarterly. Customers can download the latest attestation report from the Service Trust Portal.                      b. <a href="https://gallery.technet.microsoft.com/Overview-of-Azure-c1be3942">https://gallery.technet.microsoft.com/Overview-of-Azure-c1be3942</a>                      c. <a href="https://www.microsoft.com/en-us/trustcenter/compliance/soc">https://www.microsoft.com/en-us/trustcenter/compliance/soc</a></p>
43	Mandatory	Standards	Does vendor hosting facilities and the service offering comply with PCI DSS (Payment Card Industry Data Security Standard)?	Yes	<p>Both AWS and Azure are certified as compliant under PCI DSS version 3.2 at Service Provider Level 1, and maintains a PCI DSS validation using an approved Qualified Security Assessor; the QSA reviews the cloud vendor's environment, which includes validating the infrastructure, development, operations, management, support, and in-scope services. Additionally, you can request the PCI DSS Attestation of Compliance (AOC) and Responsibility Summary via AWS Artifact at <a href="https://aws.amazon.com/artifact/">https://aws.amazon.com/artifact/</a> or with Azure at <a href="http://aka.ms/azure-pci">http://aka.ms/azure-pci</a></p>
44	Mandatory	Standards	Does vendor hosting facilities and the service offering comply with HIPAA Privacy and Security rules?	Yes	<p>Both AWS and Azure have implemented the physical, technical, and administrative safeguards required to comply with HIPAA and the HITECH Act. Customers may use any service in a HIPAA-designated account, and should only process, store, and transmit PHI in HIPAA-eligible services as defined in the Business Associate Addendum (BAA). The two leading cloud vendors offer a HIPAA BAA as part of their service offering to customers who are covered entities or business associates under HIPAA. In the BAA, both AWS and Azure have contractual assurances about data safeguarding, reporting (including breach notifications), data access in accordance with HIPAA and the HITECH Act, and other important provisions.</p>
45	Desired	Support	Describe access requests and procedures, tools and applications that are required so JBE resources can configure application and data changes using either the vendors service portal or a request ticket.		<p>Infiniti works in a variety of ways to support our clients in making configure application and data changes. We tailor how we support our clients based upon their needs and requests. For clients who want Infiniti to make the configure changes we setup Jira or Zendesk to allow clients to submit request tickets. Our team monitors the tickets and then completes the work within previously agreed upon timeframes. We will assign staff that are intimately familiar with the JBE's environment so that they can efficiently and effectively execute the configuration changes. We leverage automation scripts (infrastructure as code) extensively which allows our staff to quickly and accurately make configuration changes. Depending on the size, scope, and complexity of the configuration change we will follow predefined processes agreed to with the client at the beginning of the contracted arrangement) to involve client staff in review and approval. For clients that have staff to make the application and data changes we will provide the JBE staff with the necessary knowledge transfer, training, and access rights to do the work themselves. If desired by the JBE, our team can be involved in a review and/or support capacity as necessary. For JBE staff that want to make the configuration changes themselves we will provide them access to the cloud portal (e.g. AWS management console, or Microsoft Azure Resource Manager) and will train the JBE staff on using the appropriate procedures, tools and applications for making the configuration changes.</p>

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46	Mandatory	Support	Describe the processes and management for notification of both scheduled and emergency maintenance and/or down time at cloud hosted datacenter to JBE		Infiniti designs and architects high availability and fault-tolerant cloud environments that do not require scheduled downtime. By architecting cloud environments that use multiple cloud data centers we also minimize any impact of emergency maintenance. However, if there is a need for down time Infiniti's project manager will communicate with the JBE's predetermined point-of-contact(s) to coordinate downtime that eliminates or minimizes impact on business users. Infiniti will communicate via an agreed upon communication mechanism (e.g. email) and will follow-up via phone as necessary to make sure the communication is received. As appropriate, Infiniti will coordinate a meeting to walk through the activities that require downtime. Also, depending on the size of the work being performed Infiniti will supply a written plan that identifies the work to be done, who is doing the work, schedule, roles/responsibilities, and any necessary testing. In the situation where emergency maintenance is needed Infiniti's team will focus on quick resolution of the issue while also identifying who is impacted and communicating to those who are impacted. If necessary, Infiniti will produce documentation that provides a root cause analysis to identify the cause of an issue and what steps need to be taken to avoid a repeat. Many customers prefer Infiniti to be involved in or to be their primary DevOps/SysOps partner to help manage their architectures, including oversight of applications and infrastructure in production environments as well as shared oversight of Development, Test and Pilot environments. This work includes duties like: managing release schedules, rollbacks if necessary, system monitoring and alert management, 24x7 helpdesk, continuous improvement of automation tools, orchestration, upgrade/retirement of aged infrastructure as new versions are introduced.
47	Mandatory	Support	Describe how courts are notified of security patches, bug fixes, new releases and product enhancements. Include frequency of releases, and length of time allowed on a past release for support services.		With regards to cloud vendors, updates which may impact services are published to the vendor's portal. New releases and product enhancements are published periodically on both the AWS and Azure blogs, as well as in email formats to customers. The frequency of releases is dependent upon the service offering but are generally quarterly (sometimes monthly). In general, new releases do not void support for the previous set of features, as AWS/Azure customers can expect a 1 year or more notice before removing any service or functionality, unless security, legal or system performance considerations require an expedited removal. Product notifications for the backup application solution are typically sent via email to registered users, and also follow a quarterly/monthly release cycle (depending on solution).
48	Mandatory	Support	Describe the approach for identifying the severity/priority level of reported incidents or service requests and the service level target or guaranteed response times for responding to and resolving reported problems and requests at each level. Additionally, describe your escalation process to ensure that items which become more critical are resolved properly and timely.		Infiniti can provide 24/7 help desk and operational support as needed by each JBE. Our typical approach involves classifying incidents into five levels (S1 - Critical, S2 - Major, S3 - Minor, S4 - Question, S5 - Request), which have the following meanings: S1 - Critical - The entire service or suite of services is unavailable due to application failure, infrastructure or equipment failure S2 - Major - System is significantly impaired, major functional issue. S3 - Minor - Minor functionality is unavailable or work-arounds exist or the performance is substantially reduced S4 - Question - The service is usable but with limits to functions that are generally cosmetic S5 - Request - Request an update to your environment  Each of these severity levels then has a previously defined and agreed upon timeframe for (1) Initial Response (2) Follow-Up Status Frequency (3) Target Resolution. For responses and follow-up we have a predefined, documented, communication plan that defines who we notify and how we notify (e.g. phone, email, etc). We will escalate as necessary within our team to meet these objectives and if necessary involve Cloud Service Provider (e.g. AWS or Azure) staff if we isolate the problem into an underlying CSP resource. As appropriate, we perform post-mortem analysis and document root-cause analysis of incidents and store this information in our knowledge base so that we can leverage this information on subsequent incidents. Furthermore, we leverage tools such as New Relic's application performance monitoring and infrastructure monitoring to proactively alert our teams prior to incidents occurring so that we can avoid the incidents. As our team learns more about a client's applications and infrastructure we further tune and tailor our automated alerts to further reduce the likelihood of incidents occurring.
49	Mandatory	Support	Vendor must provide multiple ways to access support (Mandatory: toll-free number, internet, e-mail, remote diagnosis; Optional: discussion groups, newsletters.	Yes	Amazon Web Services Amazon provides a 24x7x365 support option that offers a less than 15-minute response time. Response times depend on the level of support selected. All customers receive Basic Support included with your AWS account. All plans, including Basic Support, provide 24x7x365 access to customer service, AWS documentation, whitepapers, and support forums. a. <a href="https://aws.amazon.com/premiumsupport/">https://aws.amazon.com/premiumsupport/</a>  Microsoft Azure: You get easy access to Azure Support by going online to the Azure Portal and submitting a support request. This is the fastest way to hear back from a Support Engineer that will be ready to start helping you. Access to Subscription Management and billing support is included with your Microsoft Azure subscription, and Technical Support is provided through one of the Azure Support Plans. If you cannot submit a request online, you can find a local support number from our list of regional Global Customer Service Centers. b. <a href="https://azure.microsoft.com/en-us/support/faq/">https://azure.microsoft.com/en-us/support/faq/</a> c. Azure Community Support: <a href="https://azure.microsoft.com/en-us/support/forums/">https://azure.microsoft.com/en-us/support/forums/</a> d. Azure Twitter Support channel: <a href="https://twitter.com/intent/tweet?text=@azuresupport+%23azcommunity">https://twitter.com/intent/tweet?text=@azuresupport+%23azcommunity</a> e. Internet Documentation Support: <a href="https://docs.microsoft.com/en-us/support/plans/">https://docs.microsoft.com/en-us/support/plans/</a> f. <a href="https://azure.microsoft.com/en-us/support/plans/">https://azure.microsoft.com/en-us/support/plans/</a>
50	Mandatory	Support	Solution provides ability to simulate a failover of individual services/application, examples Case Management System Environment, Website, without interruption to production	Yes	The backup solutions support performing test restores and/or failover (depending on the application architecture) without affecting production, to a virtual network in the either cloud environment (VPC and/or VNET). However, it is recommended that test/failovers be planned to minimize the chance of any impacts, such as IP conflicts, etc. Where appropriate, for example, in a SQL AlwaysOn configuration, testing failover is usually easier and faster because the backend data syncs in real-time between the on-premise SQL server and the cloud hosted instance.

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51	Mandatory	Support	Solution provides the ability to simulate a failover without access to On-Premises environment	Yes	As long as there is a backup copy of the instance/application in cloud storage, then the backup solution can simulate a failover test to the cloud environment without access to on-premise.
52	Mandatory	Support	Proposal shall allow for support of no less than four DR tests per year at the discretion of JBE (please provide supporting processes and procedures). JBE would expect that testing should last no longer than 12 hours.	Yes	Infiniti's team will work with the JBE team to plan out no less than four DR tests per year at the discretion of the JBE. Infiniti will work with the JBE team to define a detailed test execution plan to ensure that the tests are complete within 12 hours. Overall, Disaster recovery testing helps ensure that an organization can really recover data, restore business critical applications and continue operations after an interruption of services. Communications, data recovery and application recovery are a focus of all disaster recovery testing along with achieving the expected RTO/RPO.  DR testing involves pretest planning, conducting the test, identifying and training the test participants, conducting post-test debriefing, and preparing the final summary reports. The primary reason for testing is to identify deficiencies in DR plans. Successful tests will uncover and document problems. If a test fails it is not a failure; rather, it is a success. It is far better to identify systems and procedures that may fail and rectify them before a real incident occurs. Finally, a true test is to launch a surprise incident. This will truly show how well-prepared the organization is to address a real incident.  Once the test has been completed, audit logs and other data will be analyzed to determine what worked as expected, what didn't work as expected, what changes need to be made to the DR plan's design and what, if any, tasks need to be scheduled for re-testing.  Tabletop tests are a good initial step before actually testing DR. In a tabletop test, participants gather in a room to walk through the plan activities step by step. Tabletop exercises can effectively demonstrate whether team members know their duties in an emergency. Tabletop tests will help identify any documentation errors, missing information and inconsistencies in DR plans.
53	Mandatory	Support	Solution details the fault tolerances, monitoring, alerting and notification processes for any hardware and power solutions that may affect JBE (e.g., UPS, battery and server clustering).	Yes	The solution for each JBE may vary and different 3rd party back-up appliances may be preferred, just as different CSP's may be preferred. In all cases, Infiniti will work with the JBE to ensure each component of the DR solution's fault tolerance, monitoring, alerting and notification are clear and optimized. The backup solution's appliance has multiple layers of redundancy built in, such as redundant power supplies, network interfaces, interconnects, etc. The JBE will be required to provide power to the appliances, and when necessary battery backup. The cloud vendors provide maximum uptime for their services, which are backed by an SLA, and do not publish their hardware and power infrastructure to the public.
54	Mandatory	Technical	Describe support for the following OS - Linux and Windows		Infiniti is a certified partner with AWS & Azure, the two leading cloud vendors, and both support Windows and Linux as well as dozens of other *nix distributions. Additionally, the backup application solutions also fully supports Windows & Linux (both physical and virtual).
55	Mandatory	Technical	Describe support for the following databases - MS SQL and Oracle, MySQL		Infiniti is a certified partner with AWS & Azure, the two leading cloud vendors, and they both support various databases including, MS SQL, Oracle, MySQL, etc. Additionally, the backup application solutions also fully support these databases (both physical and virtual).
56	Mandatory	Technical	Describe support for the following hypervisors - Hyper-V, VMWare		Infiniti recommends that the backup application supports both Hyper-V and VMware hypervisors for backup and restore, and both AWS and Azure support migrating host from either hypervisor platform. Should the JBE have a deficient backup application solution, Infiniti can provide and procure an agreeable back up solution on behalf of the JBE.
57	Mandatory	Technical	Please describe prerequisite tools required to manage, configure JBE sypervisors (Hyper-V, VMWare)		Because the backup solution is an appliance, there are no prerequisites for the solution to manage the JBEs hypervisors. However, having power and a LAN-based network connection for the appliance is required, as well as a login to access the respective hypervisors and/or servers to perform backup/restore tasks. Should the JBE have a deficient appliance, Infiniti can provide and procure an agreeable appliance solution on behalf of the JBE.
58	Desired	Technical	Describe support for backup solutions commonly used in JBE environments: DPM, Veeam, Barracuda, BackupExec		Infiniti is a certified partner with AWS & Azure, the leading cloud vendors, and they both support tiering storage from most backup solutions, and fully integrate with CommVault, Rubrik, Veeam, Data Protection Manager, NetBackup, BackupExec, etc.
59	Desired	Technical	Describe how backup solutions can be leveraged to incorporate existing investment in backup, archival and other technologies as part of the solution design.		Infiniti is a certified partner with AWS & Azure, the leading cloud vendors, and they both support tiering storage from most backup solutions, and fully integrate with CommVault, Rubrik, Veeam, Data Protection Manager, NetBackup, BackupExec, etc. In the event that a backup provider does not natively integrate with cloud storage, there are alternative transport options (ie NFS/iSCSI mount to cloud hosted storage) for storing data in the cloud.
60	Desired	Technical	Describe how circuits between sites are fail safe and of sufficient bandwidth to handle 100% of JBE peak demand.		The reliability of the circuits between JBE sites are dependent on the JBEs WAN provider, however, VPN connectivity to the cloud vendors is provisioned with high availability by default (dual VPN peers). While the private line options, AWS Direct Connect and Azure ExpressRoute, offer more bandwidth and lower latency, they are not fault tolerant by design and are single point of failure. To address this, it is recommended to have a VPN tunnel serve as a backup to the Direct Connect / ExpressRoute, and/or have redundant Direct Connect / ExpressRoute circuits.
61	Mandatory	Technical	Describe the options for conversion or accommodating JBEs tools if the offeror does not utilize JBE's server management tools		Any tool that integrates and manages the JBEs servers at the operating system level is supported with both AWS and Azure virtual instances.
62	Mandatory	Technical	All API exposed for integration with other applications conforms to industry standards	Yes	The leading cloud vendor's services are accessible via APIs that support sets of HTTP operations (methods), and provide create, retrieve, update, or delete access to the service's resources.
63	Mandatory	Technical	Solution includes the procedures for JBE to unilaterally execute fail over into the DR location.	Yes	Infiniti is a certified partner with AWS & Azure, and both cloud vendors and the backup solution appliances support unlimited failover operations and are initiated at the discretion and control of the JBE, as well as support for auto failover using monitoring and scripting solutions.



#	Priority	Category	Requirement Text	Yes/No	Vendor Response
64	Mandatory	Technical	Solution is adequately sized with necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP	Yes	The backup appliance solution will be appropriately sized based on the requirements of the JBE, whereas the cloud hosted environments are elastic and when necessary may increase or decrease the compute, memory, and storage requirements based on workloads.
65	Mandatory	Technical	Provides documentation on how data is replicated to the Cloud for each solution design	Yes	Infiniti will produce detailed documentation showing how data is replicated to the cloud for each solution design. This documentation will involve diagrams that show the tools involved and components of the data replication architecture along with the connectivity between the on-premise data source and the cloud data destination. Each component shown in the diagrams will then be described in text in a manner that explains how the data flows, what tools and protocols are involved, how security is achieved in transit and at-rest. The expected volume, usage, and performance characteristics will also be documented. Auditing and monitoring will also be documented. Infiniti will review this documentation with the JBE stakeholders and update as necessary. Infiniti also uses this type of documentation as part of providing knowledge transfer and training to the JBE team.
66	Mandatory	Technical	Solution provides documentation on the type of connectivity and bandwidth required to support the solution	Yes	Depending on the backup appliance and the number of nodes, the JBE will need to provide both 1GBE (3X) and 10GbE (2X) network connectivity for each node. Additional technical details for the proposed backup appliances can be found at: <a href="https://www.commvault.com/resources/commvault-hypermix-appliance-technical-specifications">https://www.commvault.com/resources/commvault-hypermix-appliance-technical-specifications</a> (Commvault), and <a href="https://www.rubrik.com/wp-content/uploads/2017/10/Spec-Sheet-Rubrik-Appliance-Specs.pdf">https://www.rubrik.com/wp-content/uploads/2017/10/Spec-Sheet-Rubrik-Appliance-Specs.pdf</a> (Rubrik)
67	Mandatory	Technical	Solutions provides documentation on how additional connectivity/bandwidth usage is managed/handled when the JBE needs to invoke the DR solution	Yes	The proposed backup appliance will minimize the impact to production servers and hypervisor "stun" automatically by monitoring the environment for high CPU, I/O, and network bandwidth. For example, because backup tasks/jobs may require several resources from the primary environment, the appliance will use Flash-based disks for data ingest, handling large data sets quickly, before moving to magnetic disks – thus minimizing the time spent communicating with production environment. Also, backup policies may be configured on the appliance to initiate scheduled jobs when production has the least load; and the JBE can set thresholds for certain metrics, such as CPU utilization and I/O latency, globally or on a per-object basis, as well as control bandwidth consumption using throttling rules. All of these features are native to the backup appliance and will execute preconfigured rules/policies transparently with no action required by the JBE, while still keeping the administrator informed through a system of alerts and notifications.
68	Mandatory	Technical	Vendor solution shall have bandwidth consumption optimization measures in place.	Yes	One of the biggest factors impacting the cost of AWS S3 and Azure Blob Storage is the amount of data stored and bandwidth incurred to restore that data from the cloud (egress traffic); so the proposed backup appliance will leverage data and bandwidth optimization practices prior to transferring data to the cloud by deduplicating and compressing the backup data prior to it storing in S3 or Blob Storage, reducing the amount of storage space required. Additionally, to reduce the data egress transfer costs, the appliance is able to restore data while retrieving only the blocks that the requested data are mapped to instead of an entire disk image.
69	Mandatory	Technical	Solution will notify the staff with any failure in the backup or replication process.	Yes	Both the backup appliance solutions and cloud vendors may be configured to send email notifications to JBE staff in the event of a failure and/or other events which may be triggered by monitoring rulesets.
70	Desired	Technical	Each component of the solution should support one or more of the following services: SNMP / WMI / API???	Yes	The services offered by both AWS and Azure support REST APIs.
71	Mandatory	Technical	The solution must secure all data exchanged with the cloud service provider using HTTPS with AES 256-bit encryption strength.	Yes	Both AWS and Azure supports AES encryption for data at rest and HTTPS (SSL) for data in transit. Additionally, the backup appliance solutions may use their own AES encryption, offering multiple layers of data security.
72	Mandatory	Technical	Vendor will provide details of any hardware/software tools required by JBE to fully integrate to the offeror's hosting environment including: name, version, quantity, pricing.	Yes	During the discovery process, Infiniti will assess the JBE's current environment and determine whether any new hardware/software tools are required. In the event new tools are necessary, Infiniti will work with the JBE to provide viable recommendations including name, version, quantity, features, solution fit, and pricing. Infiniti will only procure and implement new hardware/software tools upon acceptance of the proposed solution by the JBE.
73	Mandatory	Technical	Proposal provides details of any offeror application or toolsets required to allow JBE access to the DR site to configure the servers, applications, memory and networks. Include versions/configuration details and associated costs. Also, the proposal must state if they will be provided by the offeror or if JBE must furnish and install.	Yes	Access to either cloud vendor's environment is provisioned via the portal (HTTPS), AWS Console and/or Azure Resource Manager, and/or via command-line. Depending on the backup appliance solution, access is provided via web-based console, and the JBE will have physical access to this appliance since it will be housed in their co-location facility. Additionally, the backup appliance can be procured with onsite installation and configuration support.
74	Mandatory	Technical	Any infrastructure, runbooks, orchestration scripts or code shall be version controlled and use JBEs existing code repositories where applicable	Yes	Infiniti uses Github and CSP specific tools (CodeCommit, TFS) and can adapt to use JBEs existing code repositories as needed. During the discovery phase Infiniti's team will work with the JBE to determine the appropriate version control system. All infrastructure scripts, run books, adm orchestration scripts will be kept under version control. Furthermore, infrastructure builds will be performed by pulling the latest scripts from version control which ensures updates are always in source control.

CLOUD BASED DISASTER RECOVERY SERVICES

EXHIBIT 2 - IMPLEMENTATION DEPLOYMENT REQUIREMENTS

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
1	Mandatory	Deployment	Professional Services resources meet Silver and/or gold level - Cloud Platform competency, Datacenter competency, and DevOps competency	Yes	<p>Infiniti Consulting is an Advanced AWS partner and Gold Microsoft partner. Infiniti performs cloud services (architecture, migration, DevOps, SysOps, Security, Disaster Recovery, App Dev), project management, change management, business-process optimization, software development, strategic planning, and system architecture services for a wide variety of public sector organizations. As an example, Infiniti was selected by the California Community College (CCC) system's Technology Center (CCCTC) to be its cloud services partner, through a nationally competitive and rigorous bid process. The CCC is the largest higher education system in the world enrolling approximately 4 million students annually through 114 CCC's. Infiniti was awarded this RFP, based on its submission earning the highest technical score and lowest cost, as compared to all other respondents. More recently, through another competitive bid process, Infiniti was selected by the California Department of Technology as the sole provider of AWS cloud storage solutions for its clients. This 7 year agreement has just gone into effect and we've begun contracting with several prominent California agencies to develop and implement their custom AWS storage solution, which has focused heavily on backup/restore and the agencies overall disaster recover strategy as they move their data to the cloud.</p>
2	Mandatory	Deployment	Provide details on proposer's role in managing operations failback from the cloud data center back to JBE's production data center.	Yes	<p>Firstly, the Infiniti team, as part of the project, will lead the creation of detailed fail back procedures: documentation and checklists. This documentation and checklists will be "tested" as part of the DR testing to ensure that fail back procedures are accurate. During the failback the Infiniti team will be actively involved in managing the operations failback from the cloud data center back to the JBE's production data center. Our engineers will be available to help in specific tasks as needed. Overall Infiniti is available to do as much or as little of this work as needed by the JBE; the specifics of Infiniti's role during failback will be defined during the project - however, we are always available and will get involved as needed to make sure the JBE's application and services are successfully moved back to the production data center. From our extensive experience in DR we know that there are several critical success factors for successful failback, including: defining and documenting a detailed fail back plan ahead of time, involve all parties in the definition and testing of the failback plan, ensuring all backups are taken and verified prior to failback, communicating to all impacted parties (users, support staff, managers, executives) at every step of the failback.</p> <p>The steps to perform Fail Back depend on which DR design has been used for each application. The four DR designs are (1) Backup/restore (2) Pilot light (3) Warm Standby (4) multi-site. Generally Fail Back involves reversing the flow of data replication so that any data updates received while the primary site was down are replicated back without the loss of data. The following steps outline the different fail-back approaches:</p> <p>Backup and restore fail back steps:</p> <ol style="list-style-type: none"> <li>1. Freeze data changes to the DR site.</li> <li>2. Take a backup.</li> <li>3. Restore the backup to the primary site.</li> <li>4. Re-point users to the primary site.</li> <li>5. Unfreeze the changes.</li> </ol> <p>Pilot light, warm standby, and multi-site fail back steps:</p> <ol style="list-style-type: none"> <li>1. Establish reverse mirroring/replication from the DR site back to the primary site, once the primary site has caught up with the changes.</li> <li>2. Freeze data changes to the DR site.</li> <li>3. Re-point users to the primary site.</li> <li>4. Unfreeze the changes.</li> </ol>
3	Mandatory	Deployment	Provide details on the extent which the offeror trains the customer's support staff in the use and management of the DR Solution and related services.		<p>Infiniti will tailor a training program to match the needs of each JBE. Historically, Infiniti has found that clients can have a wide range of needs and desires when it comes to training and the level of oversight they require from Infiniti. This support ranges from wanting assistance with development of a plan to full development, implementation and ongoing MSP support of their environments. In these two examples, the training requirements tend to vary widely and Infiniti is able to tailor to meet either end of these spectrums and whatever may fall between as well.</p>

CLOUD BASED DISASTER RECOVERY SERVICES

EXHIBIT 2 - IMPLEMENTATION DEPLOYMENT REQUIREMENTS

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
4	Mandatory	Deployment	<p>Provide discovery services on JBE environment. Discovery shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>Application and Service Dependency Mapping</li> <li>Logical Data Connections Analysis</li> <li>Data Center Configuration Analysis</li> <li>Data Network Analysis</li> <li>Data Storage and Replication Analysis</li> <li>End State Requirements for all services (infrastructure, compute, network, data) identifying options and applicable cloud vendor service offerings.</li> </ul>	Yes	<p>Infiniti has a defined approach, including tools and process, for Discovery. The Infiniti team will collaborate with the JBE team to collect the necessary data to aid in determining the solution design options available. We use tools, such as RISC Cloudscape, to automate many aspects of the discovery process. These tools enable our team to get a more complete and accurate site assessment that includes applications, servers, data connections, internal and external data connections, and all forms of connectivity. Furthermore, the automated tools provide extensive network analysis as well as details of the software stacks that are running on each server. As needed we supplement the automated data collection with manual analysis to ensure that all components and dependencies are analyzed and the necessary data collected. Overall we strive to use the combination of tools, our experience, collaboration with the client technologists, and hard work to discover and document everything that is needed before moving on to the design phase. We not only focus on collecting technical data but make sure we can correlate and relate the technical data to the client's applications and their business so we have a comprehensive overall picture of how everything fits together - this helps use better plan, design, and implement efficient, cost effective, and reliable DR solutions.</p> <p>Infiniti uses RISC Cloudscape as an automated tool for discovery combined with manual analysis and documentation. We recommend running Cloudscape for 30 days to capture realistic statistics that will show the usage patterns across a month. If the client has peak seasons or times when there are spikes in usage we recommend running Cloudscape during these periods. As needed we supplement the automated data collection with manual analysis to ensure that all components and dependencies are analyzed and the necessary data collected. In addition to using Cloudscape, Infiniti uses New Relic's infrastructure and application performance monitoring tools to obtain baseline metrics from an on-premises environment and then to monitor cloud based infrastructure and applications. New Relic's synthetics simulate real user flows across every digital touchpoint so that performance can be analyzed and problems solved go live. Having the baseline metrics from on-premises allows us to quickly compare and identify and performance issues in cloud deployments and use New Relic's extensive dashboards and visualization to pinpoint and resolve issues.</p> <p>Once the current environment discovery analysis is complete we then identify the Disaster Recovery End State by selecting the appropriate DR architecture (Backup/Recovery, Pilot Light, Warm standby, multi-site) as well as defining the overall core cloud architecture (VPC, Security, Directory Services, IP/DNS, VPN, databases, applications, etc). This then allows us to create the implementation strategy and approach to build the cloud DR environment. Infiniti makes extensive use of automation scripts, infrastructure as code (e.g. AWS CloudFormation templates, Azure Resource Manager templates) to automate the creation of the cloud DR environment. Infiniti will provide the automation scripts, associated documentation, and provide knowledge transfer training to help ensure that the JBE can unilaterally deploy the DR environment if desired - the key point is that the entire cloud DR environment can be rebuilt from code/scripts.</p> <p>Disaster Recovery implementation planning involves: discovery, high level architecture, review with the client to pick the right architecture for each application service, and then creating a detailed implementation plan. Infiniti works closely with our clients to build comprehensive implementation plans that include detailed project timelines (in MS Project or similar tool) that include prerequisites, tenant and infrastructure provisioning, solution deployment, documentation and staff training. Once a draft plan is created Infiniti will setup working sessions with all involved parties to walk through the plan to make sure all necessary items are included and each person involved in the work has a detailed understanding of their role and responsibilities.</p> <p>Infiniti has a team of project managers who are certified in both traditional project management and agile project delivery, they have certifications in both (Scrummesters and PMP) and we take a comprehensive approach to planning. We then do not leave the plan on the shelf, but "work the plan" throughout the project. Our experience is that careful planning of all the known work allows the team to better deal with unexpected issues that arise on any technology project. We use risk and issue management techniques to deal with items that come up during planning. Overall the aim of planning is to execute an efficient project at high velocity that delivers results that meet, or exceed, the business and technical requirements.</p> <p>As a standard practice, on all of our projects, Infiniti provides post implementation documentation that includes detailed system configurations, settings, and modifications. Also included is documentation on any configuration items that require routine periodic modifications (however, with the highly automated approach that Infiniti takes using scripting we find that this minimizes the routine maintenance and makes any routine maintenance easier to perform). As part of this post implementation documentation work the Infiniti team will update the Disaster Recovery plan to include the necessary technical specifics for each application and infrastructure component that are covered by the DR plan. Furthermore, this DR documentation is "tested" as part of the DR tests and any necessary refinements are made to the documentation as a result of testing.</p>
5	Mandatory	Deployment	<p>Describe the methodology used to perform discovery and analysis services to record technology assets and identify Disaster Recovery end state requirements to enable creation of an implementation strategy and approach</p>	Yes	<p>Infiniti uses RISC Cloudscape as an automated tool for discovery combined with manual analysis and documentation. We recommend running Cloudscape for 30 days to capture realistic statistics that will show the usage patterns across a month. If the client has peak seasons or times when there are spikes in usage we recommend running Cloudscape during these periods. As needed we supplement the automated data collection with manual analysis to ensure that all components and dependencies are analyzed and the necessary data collected. In addition to using Cloudscape, Infiniti uses New Relic's infrastructure and application performance monitoring tools to obtain baseline metrics from an on-premises environment and then to monitor cloud based infrastructure and applications. New Relic's synthetics simulate real user flows across every digital touchpoint so that performance can be analyzed and problems solved go live. Having the baseline metrics from on-premises allows us to quickly compare and identify and performance issues in cloud deployments and use New Relic's extensive dashboards and visualization to pinpoint and resolve issues.</p> <p>Once the current environment discovery analysis is complete we then identify the Disaster Recovery End State by selecting the appropriate DR architecture (Backup/Recovery, Pilot Light, Warm standby, multi-site) as well as defining the overall core cloud architecture (VPC, Security, Directory Services, IP/DNS, VPN, databases, applications, etc). This then allows us to create the implementation strategy and approach to build the cloud DR environment. Infiniti makes extensive use of automation scripts, infrastructure as code (e.g. AWS CloudFormation templates, Azure Resource Manager templates) to automate the creation of the cloud DR environment. Infiniti will provide the automation scripts, associated documentation, and provide knowledge transfer training to help ensure that the JBE can unilaterally deploy the DR environment if desired - the key point is that the entire cloud DR environment can be rebuilt from code/scripts.</p> <p>Disaster Recovery implementation planning involves: discovery, high level architecture, review with the client to pick the right architecture for each application service, and then creating a detailed implementation plan. Infiniti works closely with our clients to build comprehensive implementation plans that include detailed project timelines (in MS Project or similar tool) that include prerequisites, tenant and infrastructure provisioning, solution deployment, documentation and staff training. Once a draft plan is created Infiniti will setup working sessions with all involved parties to walk through the plan to make sure all necessary items are included and each person involved in the work has a detailed understanding of their role and responsibilities.</p> <p>Infiniti has a team of project managers who are certified in both traditional project management and agile project delivery, they have certifications in both (Scrummesters and PMP) and we take a comprehensive approach to planning. We then do not leave the plan on the shelf, but "work the plan" throughout the project. Our experience is that careful planning of all the known work allows the team to better deal with unexpected issues that arise on any technology project. We use risk and issue management techniques to deal with items that come up during planning. Overall the aim of planning is to execute an efficient project at high velocity that delivers results that meet, or exceed, the business and technical requirements.</p> <p>As a standard practice, on all of our projects, Infiniti provides post implementation documentation that includes detailed system configurations, settings, and modifications. Also included is documentation on any configuration items that require routine periodic modifications (however, with the highly automated approach that Infiniti takes using scripting we find that this minimizes the routine maintenance and makes any routine maintenance easier to perform). As part of this post implementation documentation work the Infiniti team will update the Disaster Recovery plan to include the necessary technical specifics for each application and infrastructure component that are covered by the DR plan. Furthermore, this DR documentation is "tested" as part of the DR tests and any necessary refinements are made to the documentation as a result of testing.</p>
6	Mandatory	Deployment	<p>Describe your implementation planning process</p>	Yes	<p>Infiniti has a team of project managers who are certified in both traditional project management and agile project delivery, they have certifications in both (Scrummesters and PMP) and we take a comprehensive approach to planning. We then do not leave the plan on the shelf, but "work the plan" throughout the project. Our experience is that careful planning of all the known work allows the team to better deal with unexpected issues that arise on any technology project. We use risk and issue management techniques to deal with items that come up during planning. Overall the aim of planning is to execute an efficient project at high velocity that delivers results that meet, or exceed, the business and technical requirements.</p> <p>As a standard practice, on all of our projects, Infiniti provides post implementation documentation that includes detailed system configurations, settings, and modifications. Also included is documentation on any configuration items that require routine periodic modifications (however, with the highly automated approach that Infiniti takes using scripting we find that this minimizes the routine maintenance and makes any routine maintenance easier to perform). As part of this post implementation documentation work the Infiniti team will update the Disaster Recovery plan to include the necessary technical specifics for each application and infrastructure component that are covered by the DR plan. Furthermore, this DR documentation is "tested" as part of the DR tests and any necessary refinements are made to the documentation as a result of testing.</p>
7	Mandatory	Deployment	<p>List the post implementation documentation will be provided and include detailed system configurations, settings and modifications, and details on items requiring routine periodic modifications.</p>	Yes	<p>Infiniti has a team of project managers who are certified in both traditional project management and agile project delivery, they have certifications in both (Scrummesters and PMP) and we take a comprehensive approach to planning. We then do not leave the plan on the shelf, but "work the plan" throughout the project. Our experience is that careful planning of all the known work allows the team to better deal with unexpected issues that arise on any technology project. We use risk and issue management techniques to deal with items that come up during planning. Overall the aim of planning is to execute an efficient project at high velocity that delivers results that meet, or exceed, the business and technical requirements.</p> <p>As a standard practice, on all of our projects, Infiniti provides post implementation documentation that includes detailed system configurations, settings, and modifications. Also included is documentation on any configuration items that require routine periodic modifications (however, with the highly automated approach that Infiniti takes using scripting we find that this minimizes the routine maintenance and makes any routine maintenance easier to perform). As part of this post implementation documentation work the Infiniti team will update the Disaster Recovery plan to include the necessary technical specifics for each application and infrastructure component that are covered by the DR plan. Furthermore, this DR documentation is "tested" as part of the DR tests and any necessary refinements are made to the documentation as a result of testing.</p>

#	Priority	Category	Requirements Text	Yes/No	Vendor Response
8	Mandatory	Deployment	Provide details on project management services for each implementation including the development of and updates to a work breakdown structure and staff scheduling plan, issue and risk management, status calls and reports.		<p>The Infiniti Account Manager is responsible for ensuring that our dedicated team of professionals understands the client's objectives and goals. The Account Manager will provide direction and guidance to the Infiniti Project Manager and Team. The JBE Project Manager and Project Executives will have full access to your Account Manager during the engagement. In addition, your Account Manager will schedule quarterly meetings with the JBE Project Manager or Project Executive to discuss project progress and ensure that any concerns are addressed.</p> <p>The Infiniti Project Manager is responsible for detailed planning and scheduling, day to day management of the team, and progress reporting to the JBE Project Manager. At the start of the engagement, the Infiniti Project Manager will initiate the planning phase by developing a project scope statement that provides a clear definition of project expectations and success measures. In addition, they will develop a Project Management Plan (PMP) which follows Project Management Institute (PMI) standards and best practices for management of the project, including schedule management, progress reporting, issue and risk management, decision tracking, and change request management. The Infiniti Project Manager will also develop a detailed, resource-loaded schedule of project tasks, deliverables, and milestones. Throughout the project, the Infiniti Project Manager will execute and control the project by performing the management activities described in the Project Management Plan and managing the team's activities according to the project schedule. All developed plans and schedules will be fully coordinated with JBE project plans and schedules. The Infiniti Project Manager is also responsible for defining performance metrics and benchmarks to measure Infiniti's team performance. Examples of detailed team or individual performance metrics include work relating to each specific application or service that is part of the Disaster Recovery project. Higher level performance metrics include release schedule deviation and metrics of software defects found in production. The Infiniti Project Manager will continuously monitor team performance and conduct lessons learned sessions following major deliverables and milestones. This best practice allows the team to learn from their experiences and immediately apply this knowledge to the performance of their next activities. The Infiniti Project Manager will work with the JBE Project Manager to determine a reporting frequency which best suits the project. This may be periodic, such as weekly or monthly. In an Agile development environment, this reporting is often tied to completion of activities for a Sprint. Infiniti's status reporting is robust, including task and milestone completion metrics, status of current and planned tasks, identification and tracking of issues impeding progress, proactive identification and management of project risks, documentation of project changes, and tracking of budgeted hours, actual hours spent, and remaining hours. Budget reporting can be done at the project level or at a more granular level if desired. By following this engagement framework, the Infiniti Account Manager and Project Manager will manage the engagement to ensure a highly successful project and exceed JBE's expectations.</p>
9	Mandatory	Deployment	Vendor will create a playbook and design solution templates with prerequisites for deployment of an application or service recovery using the proposers solution	Yes	<p>Infiniti will create playbook that shows the cloud architecture that needs to be built out for DR which includes the core cloud infrastructure. Infiniti will create design solution templates with prerequisite for deployment of an application or service into the cloud. For AWS this will involve Infiniti creating CloudFormation templates and Amazon Machine Images (AMIs). For Azure this will involve Infiniti creating ARM templates. These templates and scripts will take care of creating the entire cloud data center environment needed for the DR solution.</p>
10	Mandatory	Deployment	Documentation and checklist should be created for each service covering failover and fail back procedures, expected RTO/RPO,	Yes	<p>As a standard practice, on all of our DR projects, Infiniti provides documentation and checklists. Infiniti will create documentation and checklists each service covering all aspects of failover and fail back procedures, including expected RTO/RPO. This documentation will be made available to the recovery teams that are identified in the Disaster Recovery plan. The documentation will be stored in cloud location that is highly resilient so that the latest documentation is available in the event of a disaster - the cloud location will be highly secure and access will only be granted to staff members identified by the JBE. Infiniti has extensive experience developing DR documentation and checklists for small and large organizations include California Community Colleges Technology Center (CCCTC), CalSTRS, CalExpo, and others. Infiniti follows industry standards to develop our DR documentation and checklists and adapts this documentation to the unique requirements of each client. We fully understand that the JBEs range in size from small to large and would adapt and tailor the documentation to each client ensuring that the documentation includes sufficiently detailed for failover and failback that include RTO/RPO. Furthermore, the documentation and checklists will be "tested" as part of the DR tests and any necessary refinements are made to the documentation and checklist as a result of testing.</p>
11	Mandatory	Deployment	The solution will allow for JBE to unilaterally deploy configuration changes once the DR infrastructure has been provisioned	Yes	<p>Infiniti will document and provide everything necessary for JBE to unilaterally deploy configuration changes once the DR infrastructure has been provisioned. Infiniti makes extensive use of automation scripts, infrastructure as code (e.g. AWS CloudFormation templates, Azure Resource Manager templates) to automate configuration changes. Infiniti will provide the automation scripts, associated documentation, and provide knowledge transfer training to help ensure that the JBE can unilaterally deploy configuration changes once the DR infrastructure has been provisioned. Infiniti would recommend that JBE staff perform unilateral deployment of configuration changes as part of the knowledge transfer; this helps reinforce the knowledge transfer because the JBE staff will get to learn by doing while Infiniti staff are available to answer their questions. Knowledge transfer documentation will be provided by Infiniti to support this process.</p>

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
12	Mandatory	Deployment	Describe your recommendation for roles your company personnel will assume and the roles that Court staff should assume in the implementation process.		<p>Infinite will assume the following roles project manager, cloud architect, network/security engineer, cloud engineer, and technical writer. Infinite will take on overall project management (PM). We recommend that the JBE assign their own PM, even if it is a part time role (we understand that many clients are busy), however Infinite can be successful even if the client cannot assign a PM. For each application/service we need access to technical staff (application admins, DBAs, programmers) and business users - we also find that if an organization has specific staff that have been involved in testing they have a lot of valuable information about the application which can be used in the DR planning and especially in testing after DR failover and fail back (a subset of tests will be used to verify fail over and fail back). For network and infrastructure (firewalls, routers, VPN, etc) we need access to client staff that support the network infrastructure and implement security measure. If the client has a specific security officer then we need access to them to make sure we understand all security requirements, plans, and objectives.</p>
13	Mandatory	Deployment	Describe the designs service offerings to extend local infrastructure services to the cloud		<p>Infinite's design service offerings to extend local infrastructure services to the cloud include (1) primary storage (2) archive (3) backup and restore (4) disaster recovery. Primary storage includes using the cloud for various forms file services. Files can be stored solely in the cloud and use NFS or iSCSI to make the cloud storage appear to be onsite storage so that local applications and users can access files without even knowing the files are stored in the cloud. There are variations on this design such as storage-cached volumes allow storage of primary data in the cloud, but keep frequently accessed data local for low-latency access.</p> <p>Archiving files to the cloud is another popular use case that significantly reduces cost. Volume gateways can be setup that make cloud storage appear to be a tape device which can then be used by local backup and restore software.</p> <p>The local infrastructure may be extended to the cloud environment via private line and/or VPN (see response to item #17 for a more detailed design), this is known as a hybrid cloud and fully supports RFC 1918 address spacing for subnets. The requirements for private line vary depending on whether the hybrid cloud is AWS (Direct Connect) or Azure (ExpressRoute), as these circuits are provisioned by either your WAN provider and/or the colocation facility of the JBE, and cross connect with the JBEs routing equipment using BGP. Link speeds vary between 1Gb, 10Gb, and higher (via bonded circuits). Note, also that lower speeds are available, but are provisioned via your Direct Connect &amp; ExpressRoute partners and not directly from AWS / Azure. Another connection option to configure the hybrid cloud is to use traditional VPN, so long as the JBE has a IPsec compatible edge router/firewall, a site-to-site VPN can be established using AES encryption and pre-shared keys, complete with high availability peers. Furthermore, both AWS and Azure support the JBE running their own firewall appliance in the cloud (ie Cisco ASA, Palo Alto, etc.) if they would prefer to have full control of both ends of the tunnel. After connectivity is configured between the JBE and cloud vendor, network traffic will traverse the encrypted tunnel based on routing policies configured on the JBEs on-premise router and the cloud environments routes.</p>

CLOUD BASED DISASTER RECOVERY SERVICES

EXHIBIT 2 - IMPLEMENTATION DEPLOYMENT REQUIREMENTS

3	Priority	Category	Requirement Text	Yes/No Vendor Response
14	Mandatory	Deployment	Describe the designs service offerings for provisioning recovery solution for applications and systems using cloud services	<p>Disaster recover designs include backup/restore, pilot light, warm standby, and multi-site.</p> <p>Backup and Restore is the most cost effective cloud DR design and involves backing up data to the cloud (for example taking snapshots of on-premises data volumes that are transparently copied into the cloud) and then restoring back to local on-premise systems in the event of a disaster.</p> <p>The term pilot light describes a DR design in which a minimal version of an environment is always running in the cloud - this is typically the database server so that data is always being replicated to the cloud. To provision the remainder of the infrastructure (web servers, application servers) to restore business-critical services, Infiniti would have pre-configured servers which are ready to be started up at a moment's notice. The pilot light design gives quicker recovery time than the backup-and-restore design because the core pieces of the system are already running and are continually kept up to date. Infiniti will automate the provisioning and configuration of the infrastructure resources, which is a significant benefit to save time and help protect against human errors. However, there is still the need to perform some installation and configuration tasks to recover the applications fully.</p> <p>The term warm standby is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. A warm standby solution extends the pilot light elements and preparation. It further decreases the recovery time because some services are always running. These servers can be running on a minimum-sized fleet of cloud instances on the smallest sizes possible (to minimize costs). This solution is not scaled to take a full-production load, but it is fully functional. In a disaster, the system is scaled up quickly to handle the production load. This is done by adding more instances to the load balancer and by resizing the small capacity servers to run on larger instance types. In the case of failure of the production system, the standby environment will be scaled up for production load, and DNS records will be changed to route all traffic to the cloud DR environment.</p> <p>A multi-site solution runs in cloud as well as on your existing on-site infrastructure, in an active-active configuration. By using a DNS service that supports weighted routing (e.g. Amazon Route 53) to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to the cloud infrastructure, and the remainder will go to the local on-site infrastructure.</p> <p>In an on-site disaster situation, the DNS weighting is adjusted and send all traffic to the cloud servers. The capacity of the cloud server can be rapidly increased to handle the full production load. Auto Scaling is used to automate this process. The cost of this scenario is determined by how much production traffic is handled by the cloud during normal operation.</p> <p>Infiniti also has an extensive ecosystem of back-up and restore 3rd party partners and is very familiar working with all of them to choose the right one for each JBE and we have the technical expertise to handle the implementation of these appliances and/or software as well. If a 3rd party partner is preferred that Infiniti is not currently working with, we will be happy to add them to our ecosystem to accommodate a JBE preference.</p>
15	Mandatory	Deployment	Describe the on-premise backup and infrastructure requirements and how the proposers solution will leverage existing backup, archival and other technologies used in the Courts	<p>Infiniti engineers and/or partners will jointly lead the effort to install and configure the backup appliance solution, as well as configure backup jobs, targets, and cloud storage, per the requirements of the JBE; using existing backup job settings may serve as a viable reference. As the solution is a hyper-converged platform, with compute and storage built-in, both the software and hardware run on the appliance. The JBE will need to provide proper IP and network connectivity; those requirements call for a per node minimum of (3) three 1Gb links for management and remote access, and (2) two 10Gb for data transfers; dual port 8Gb FC HBAs are supported on the appliances if required. The nodes are 2U each and are rack mountable, require a minimum of 450W (for single PSU), and up to 833W (for active/active PSU). For brevity, further details on the technical specifications and supporting documentation of the appliance will be provided to the JBE once the solution is right-sized for their environment. After the physical hardware is setup and configured, we'd proceed with rehydrating the backup data from the legacy environment to a staging area where the backup files can be restored, the data integrity confirmed, and then ingested to the new cloud centric backup solution, including archiving older data into Glacier and/or Blob cool storage. This similar procedure may be used for any disk-to-disk, disk-to-cloud, tape, etc. restores. Infiniti will work closely with the JBE to validate this process and any restored files. Additionally, it's recommended to test these restores in a sandbox virtual environment with a isolated subnet/vlan, so to avoid network conflicts. This will further validate that the restored servers, files, etc. have maintained their integrity before ingesting into the new backup solution. These procedures and processes will be documented and vetted with the JBE and the new backup vendor's support.</p>

#	Priority	Category	Requirement Text	Yes/No	Vendor Response
16	Mandatory	Deployment	Describe your process for coordinating software upgrades and version management for proposed solution		<p>Infiniti would work with JBE to apply updates to cloud servers after updates have been performed to local on-premises servers and applications. For custom applications, or any applications that has continuous integration/continuous deployment (CI/CD) pipelines, Infiniti would integrate into the CI/CD pipeline to update the DR servers. The approach that would be taken for software updates would depend on the DR design (backup/restore, pilot light, warm standby, multi-site) and the RTO/RPO. If the RTO/RPO allows for longer startup in the event of a disaster updates can be performed during startup. If RTO/RPO does not allow for these updates then for pilot light this would software updates would involve starting up the server, updating the server, and then creating a new image. For warm standby and multi-site servers would be updated using automated update packages. In a multi-site design, if necessary, a blue/green approach to updates could be used to avoid any downtime.</p> <p>If, however, the JBE would prefer to follow a traditional patch management methodology, then existing solutions, such as SCCM or third-party tools are supported as well, since the cloud environment is simply an extension of the JBEs network infrastructure. Additionally, the two leading cloud providers offer hosted patch management solutions, such as AWS Systems Manager and Azure Operations Management Suite, providing immediate insights across applications, and allowing the JBE to respond faster to security threats by gaining visibility and control across the hybrid environments.</p>
17	Mandatory	Deployment	<p>Describe your implementation approach for</p> <ul style="list-style-type: none"> <li>• Connectivity Security</li> <li>• Data and Configuration replication</li> <li>• Scripting and sequencing for automated deployments</li> <li>• Post deployment scenario testing</li> <li>• Failover and Failback process</li> </ul>		<p>For the implementation approach of connectivity security, Infiniti recommends the following connection methodology to facilitate a highly-secure environment: utilize both private line (ie Direct Connect / ExpressRoute) and VPN. The benefits of private line route traffic via dedicated fiber paths from the JBEs data center and AWS/Azure, increasing security by bypassing the public internet, reducing latency and providing guaranteed bandwidth speeds with network SLAs. Additionally, creating a site-to-site VPN tunnel within the VRFs of the private line provides another layer of security for the most secure connection option because it will allow encrypting data in transit using AES encryption ciphers, hash algorithms like SHA2, dead peer detection, and even configure Perfect Forward Secrecy (PFS) for the most demanding environments. Data and configuration replication will be implemented depending on the RTO/RPO values of each application. For example, with applications with a higher RTO (TTR), then a backup/restore method may be more cost effective by using the proposed backup appliance to facilitate, as this is a native functionality of the solution. However, if an application requires a lower RTO or minimal downtime, then data replication may be configured at the database level (ie AlwaysOn), with data synchronized in real-time to the AWS/Azure environment, and client traffic routed for the application managed using weighted DNS and/or load balancers, minimizing impact to the end users. Deploying infrastructure as code is the best method for scripting &amp; sequencing of automated deployments. Similar to a Windows answer file, the entire DR site may be scripted using AWS CloudFormation and/or Azure Resource Manager templates. These templates consist of a JSON formatted "answer file," which deploys the necessary resources into the cloud environment, complete with if/then else statements, rollbacks, notifications, etc. Infiniti will leverage our very own Infiniti Automation framework to build, test, and deploy the JBEs infrastructure as code. There are dependencies and application requirements to consider for each line of business application which is scripted for automated deployment. The post deployment scenario testing &amp; failover/failback will be dependent on how we implement load balancing, whether or not the application is internet facing or not, and whether the application is configured for backup/restore, pilot light, warm standby, or multi-site (hot). For example, if an application is configured for pilot, warm, or hot standby, then testing may be conducted using either AWS Route 53 and/or Azure Traffic Manager, as these hosted services support health monitoring and triggered events based on predefined rules. However, if an application falls under a simpler category such as backup/restore, then the approach is slightly different because we would leverage the backup appliance to perform a restore into an isolated/sandbox environment, so that the data integrity of the backup set can be validated.</p>
18	Mandatory	Deployment	Describe how the solution will be monitored for performance and security. List the requirements and monitoring tools proposed and details on how logs are managed and reporting features.		<p>The proposed backup appliance monitors data in real-time and leverages analytics to help predict the infrastructure needs; optimizes and analyzes the performance &amp; security of the system; and alerts for abnormal behavior, allowing the JBE and the backup vendor to understand how services are performing, identify potential areas of risk, and obtain a holistic view on the overall health of the system. By leveraging these metrics, the backup vendor will ensure they can engage the JBE immediately when there is an issue, improve the quality of the appliance (via updates/patches), and proactively monitor the system even when the alerts received may not be actionable by the JBE. While the backup appliance is built to be fault-tolerant, this essential information enhances the performance, security, and efficiency of the solution, such as if a scheduled backup job is taking longer than usual or if a node is failing.</p>