



**AMENDMENT NO. NINE
TO CONTRACT MA-017-18010489
FOR A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM
BETWEEN
COUNTY OF ORANGE
AND
ASSETWORKS LLC.**

This Amendment No. Nine to Contract MA-017-18010489 (“Amendment No. Nine”), is made and entered into as of the date fully executed by and between the County of Orange (“County”), a political subdivision of the State of California, acting through Orange County Information Technology (“OCIT”), and AssetWorks LLC. (“Contractor”), with a place of business at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087-1805, with County and Contractor sometimes individually referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on December 5, 2017, the Parties entered into Contract MA-017-18010489 for a Computerized Maintenance Management System (“Contract”), effective December 5, 2017 through and including December 4, 2020, in the amount of \$4,806,100; and

WHEREAS, on November 27, 2018, Amendment No. One was executed to add three (3) additional interfaces by using Contract contingency funds in the amount of \$42,000; and

WHEREAS, on March 26, 2019, Amendment No. Two was approved by the Board of Supervisors and executed to add an AiMCAD Base Module in the amount of \$200,280; and

WHEREAS, on March 28, 2019, Amendment No. Three was executed to add an Action Code to the Auto Number Property using Contract contingency funds in the amount of \$8,000; and

WHEREAS, on May 22, 2019, Amendment No. Four was executed to modify two of the three interfaces, 1) CAP+ OCid Organization Data to AiM, and 2) CAPS+ Vendor/Contractor Data to AiM AssetSync using Contract contingency funds in the amount of \$4,800; and

WHEREAS, on June 24, 2019, Amendment No. Five was executed to include AssetSync Functionality using Contract contingency funds in the amount of \$30,000; and

WHEREAS, on October 29, 2019, Amendment No. Six was executed to include the conversion of CAPS+ to Aim™ Organization Data Synchronization, CAP+ to Aim™ Employee Data Synchronization, and CAP+ to Aim™ Vendor Data Synchronization using Contract contingency funds in the amount of \$5,280; and

WHEREAS, On February 10, 2020, Amendment No. Seven was executed to amend the Contract to add additional services using Contract contingency funds in the amount of \$54,912, add the Space Management Module License and Maintenance at no cost to the County, and update Article 44 “Notices” and Article 64 “Security Incident Related to County Data”; and

WHEREAS, On May 6, 2020, Amendment No. Eight was executed to amend the Contract to add additional services to include software annual maintenance and support for AiMCAD and AssetSync using Contract contingency funds in the amount of \$8,647.40; and

WHEREAS, the Parties desire to renew the Contract for two years effective December 5, 2020 through and including December 4, 2022 in an amount of \$951,920, replace Article S entitled, “Change of Ownership” in its entirety, amend Article 2 entitled, “Term of Contract”, amend Article 44 entitled, “Notices”, amend Attachment A – Scope of Work to include a new Module and Enterprise License using Contract contingency funds in the amount of \$50,000 and to amend Attachment B – Cost/Compensation to include the new Module, Enterprise License and ongoing maintenance and support.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Contract shall be renewed for two (2) years effective December 5, 2020 through and including December 4, 2022. Article two, Term of Contract, shall be amended to read as follows:

“2. Term of Contract: The Term of the Contract is for five (5) consecutive years from December 5, 2017. The Contract may be renewed for one (1) two-year period under the same terms and conditions and pricing structure by written consent of both Parties. County does not have to give any reason should it elect not to renew the Contract. Any renewal may require the approval of the County of Orange Board of Supervisors.”

2. Article S entitled, “Change of Ownership”, shall be deleted in its entirety and replaced with the following:

“ S. Change of Ownership/Name, Litigation Status, Conflict of Interest Status: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of Services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of Services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.”

3. Article 44 entitled, “Notices”, shall be amended with the following:

“44. Notices: Any and all notices, required to be given hereunder, or required by law, shall be in writing with a copy provided to the assigned Deputy Purchasing Agent. Any such communications shall be deemed duly given (1) upon actual delivery, if delivery is by hand; (2) upon delivery by the United States mail, if delivery is by postage paid registered or certified return receipt requested mail; or (3) upon delivery via electronic mail with confirmation receipt from the Party. Each such notice shall be sent to the respective Party at the address indicated below or to

any other address as the respective Parties may designate from time to time upon notice in the manner aforesaid.”

Contractor: AssetWorks LLC.
Attn: Ellie Blataric
2441 Nacogdoches Road, PMB 535
San Antonio, TX 78217
Phone: (210) 367-3592
Email: Ellie.Blataric@assetworks.com

County Program: OCIT/Program Management Office
Attn: Sue Stock, Project Manager
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Phone: 714-567-5023
Email: susan.stock@ocit.ocgov.com

County Contracts & Purchasing: OCIT/Contracts & Purchasing
Attn: Annie Pham, DPA
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Phone: 714-567-7409
Email: annie.pham@ocit.ocgov.com

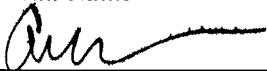
4. Attachment A – Scope of Work shall be deleted in its entirety and replaced with a revised Attachment A – Scope of Work attached hereto and incorporated herein by reference.
5. Attachment B – Cost/Compensation shall be deleted in its entirety and replaced with a revised Attachment B – Cost/Compensation attached hereto and incorporated herein by reference.
6. This Amendment No. Nine modifies the Contract only as expressly set forth above. This Amendment No. Nine does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including its Amendments, are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

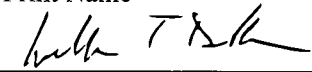
SIGNATURE PAGE

IN WITNESS WHEREOF, Parties hereto have executed this Amendment No. Nine on the dates shown opposite their respective signatures below.

ASSETWORKS LLC.

Every member of the limited liability company ("LLC") may execute this contract with the County binding the LLC, unless the articles of organization of the LLC indicate that the LLC is a manager- managed LLC, in which case a managing-member of the LLC must execute this contract on the LLC's behalf.


<u>Anthony DeSilvester</u>	<u>CEO</u>
Print Name	Title
	<u>October 1st, 2020</u>
Signature	Date

<u>William T. Drake</u>	<u>COO</u>
Print Name	Title
	<u>1 OCT 2020</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Annie Pham</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

<u>Dan Shephard</u>	<u>Deputy County Council</u>
Print Name	Title
	<u>October 5, 2020</u>
Signature	Date

**REVISED ATTACHMENT A
SCOPE OF WORK
PER AMENDMENT NO. 9**

I. INTRODUCTION

County is implementing a hosted Computerized Maintenance Management System (CMMS) for use by and accessible to multiple County of Orange agencies/departments located across several physical locations. County is purchasing perpetual licenses of Contractor's commercial off-the-shelf software for the CMMS, which during the term of this Contract will be maintained by Contractor at a third party data center.

II. PROJECT SCOPE

The following Scope of Work (SOW) includes the deployment of Contractor's products listed under "In Scope" and the provision of services as described herein. Service hours are estimated based on Contractor's current understanding of County's requirements (which shall be based in part on Contractor's compliance with Article 13 of the Contract) and as detailed in Attachment D. The SOW includes a comprehensive description of the following topics for the provision of services:

- Project Schedule (incorporated in Attachment D)
- Implementation Services, including:
 - Requirements Gathering and Validation
 - Software Installation and Configuration
 - Data Conversions and Interfaces
 - Training
 - Project Acceptance
- Project Responsibilities and Assumptions
- Change Process
- Policy and Terms

III. IN SCOPE PRODUCTS

The following AiM functions and modules will be licensed, implemented, and hosted under the terms of Contract and SOW:

- AiM Operations & Maintenance
 - AiM Work Management
 - Preventive Maintenance
 - AiM Project Management
 - AiM Inventory
 - AiM Customer Request
 - FiRE O&M
 - AiM IQ for O&M

- AssetSync
- Asset & Real Estate Management
 - AiM Property
 - AiM Asset Management
 - AiM Lease Management
 - AiM Fixed Assets
 - AiM GIS Viewer
 - FiRE Asset Management
- AiM Capital Planning & Project Management (CPPM)
 - CPPM
 - AiM IQ for CPPM
- AiM Assessment & Needs Analysis
 - AiM ANA
- Ready Request
- AimCAD
- Space Management*
- SpaceSync*
- Business Automation Engine*
- Standard Data Connector Job Cost Recovery
- Standard Data Connector External Charge
- Standard Data Connector Direct Expense
- Standard Data Connector Purchase Order Invoice
- Standard Data Connector Service Contract Invoice
- Standard Data Connector Receivable Lease Invoice
- Standard Data Connector Payable Lease Invoice
- Standard Data Connector Pay Application Invoice
- Standard Data Connector Consult Contract Invoice
- Standard Data Connector Encumbrance Purchase Order
- Standard Data Connector Encumbrance Receivable Lease
- Standard Data Connector Encumbrance Payable Lease
- Standard Data Connector Encumbrance Construction Contract

- Standard Data Connector Encumbrance Consultant Contract
- Standard Data Connector Encumbrance Service Contract

**License and install only; implementation services not in scope*

Location Where Services Will be Performed

Work to be performed on County's premises and/or at Contractor's offices as mutually agreed by County and Contractor. Except for certain development tasks that do not involve the use of County Data, as set forth in Article 64, the Work performed off County premises may not be performed outside the United States.

Start and Completion Dates

Actual Start and Completion dates will be determined during the Implementation Planning session and adjusted during the course of the project as necessary, assuming such changes are mutually agreed upon by the Parties.

The tentative start date is TBD.

Contact Information for County and Contractor

Contractor project contact:

Robert Baker
 AssetWorks, LLC
 Vice President - Services
 2441 Nacogdoches Road, PMB 535
 San Antonio, TX 78217
 Office Phone: (210) 301-1701
 Email: robert.baker@assetworks.com

County project contact:

Sue Stock
 County of Orange
 Orange County Information Technology
 Project Manager – Program Management Office
 1055 N. Main Street, 6th Floor
 Santa Ana, CA 92701
 714-567-5023
 Email: susan.stock@ocit.ocgov.com

IV. IMPLEMENTATION SERVICES

Implementation Planning

Contractor's Project Manager will perform on and/or off-site implementation planning services covering the following site requirements:

- Assignment of Contractor Project Team
- Identification of County's Project Manager
- Identification of County and Contractor Executive Sponsors and members of the CMMS Steering Committee

- Identification of County and Contractor membership of project Core Team
- Identification of County Functional Area Team members
- Identification of organizational goals for the implementation
- Review of project scope
- Review of any preliminary work in support of the implementation
- Review of hardware and network requirements and status
- Development of organizational measurement criteria
- Identification of data conversion requirements
- Identification of data interface requirements
- Project Schedule

Project Goals

County wishes to implement a CMMS using the AiM Software licensed from Contractor under this Contract and to be hosted by Contractor during the term of this Contract.

County Project Manager is responsible for developing a Project Charter, which will include the project goals as defined by County. Project goals shall be derived from County's mission and value statements as reflect the reason why the implementation of the software is critical to County's long-term effectiveness. Project goals are designed to ensure that measurement of progress towards the identified goals may be easily reported.

County Project Teams

Multiple County departments will be involved with the implementation of each software module. In order to meet the needs of the County as a whole, all participating departments must be represented on the Functional Area team each module. During Conceptual Training, Business Process Analysis, and Acceptance Testing activities for each module implementation phase, it is imperative to have department representation to ensure the AiM configuration meets the needs of each department. Once the AiM Standard Operating Procedures (SOP) have been approved, any changes to the processes, SOP, or configuration due to County decisions and/or changes will be the responsibility of County and may require the initiation of the change request process as detailed in Article 10 of the Contract.

Acceptance of Deliverables

Upon completion of any deliverable set forth in the mutually executed SOW, Contractor shall provide a copy of the Deliverable Acceptance Form (Attachment K) thereof to County. At such time, if County requests, Contractor will demonstrate to County that the deliverable conforms to the description specified for such deliverable in the corresponding Section of the SOW. If the deliverable does not conform with the description for such deliverable specified in the SOW, County shall have seven (7) business days after Contractor's submission of the deliverable ("acceptance period") to give Contractor written notice, which shall specify the deficiencies in detail. Contractor shall promptly cure any such deficiencies. After completing such cure, Contractor shall resubmit the deliverable for County review. Upon accepting any deliverable submitted by Contractor, County shall provide Contractor with written acceptance of such deliverable. If County fails to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

Project Meetings

The Core Team will hold regular project meetings to guide the implementation of the software. The team will review and discuss implementation progress, upcoming tasks and responsibilities, and project goals during these meetings. At a minimum, meetings will be held every four weeks, with attendance by all Core Team members. Meetings will take place in person when possible or otherwise by phone. A standard agenda will be developed by County and Contractor for use at these meetings.

Executive Sponsor Meetings

Monthly Executive Sponsor meetings will be held between County and Contractor Executive Sponsors so as to maintain open communications and serve as a final escalation point as required. Meetings may include one or more members of the CMMS Steering Committee. Meetings will take place in person when possible or otherwise by phone. A standard agenda will be developed by County and Contractor for use at these meetings.

Hardware and Network

County has elected an implementation whereby the CMMS will be initially hosted by Contractor as set forth in this Statement of Work and Attachment E. As a result:

- Contractor is responsible for providing all database and production application servers and associated operating system software for the implementation and delivery of the AiM solution to County.
- Contractor and County are responsible for all network access issues, including network hardware configuration (hubs, routers, etc.), LAN/WAN configuration, County access, etc., within their respective environments.
- Contractor is responsible for providing Relational Database Management (RDBM) systems and application servers.
- Contractor is responsible for the backup and recovery of system software, configurations, and County-generated data.

Database Installation and Configuration

Contractor is responsible for installation and configuration of the application and RDBMs servers. Contractor will provide two application deployment instances (one production, one non-production).

Contractor Software Deployment

Contractor will configure the AiM database schema, AiM application server and AiM IQ application server. Contractor will install the AiM software licensing “keys” for the accessed modules. “Keys” will be provided by Contractor to County.

Single Sign-On (SSO)

Contractor SSO will use the County’s OCid or Azure Active Directory (AAD) for user authentication and authorization. County shall provide the connectivity and test account information needed for Contractor to configure the service. Contractor will install and configure the required application server connection to the County’s identity management solution.

Functional Implementations

The implementation methodology is described below.

Project Management

Throughout the course of the project, the Contractor Project Manager will be responsible for managing the project budget, schedule, and Contractor resources. Contractor's Project Manager will have regular project status meetings and/or phone calls with County's Project Manager(s), the frequency of which will be at the request of County and mutually agreed to by Contractor based on schedule and availability. If project management services are required beyond Year 3 of the contract, Contractor will follow the change order process and provide a cost proposal for additional services.

Project Kickoff

A formal project kickoff meeting will be held. Attendees will include County and Contractor Core Team members. A high-level review of the Contract, deliverables, implementation methodology, and initial project plan/timeline will take place during the kickoff meeting. County Core Team members will have the opportunity to ask questions regarding the baseline project plan and project expectations.

Initial Training Overview

Initial training will be conducted on site. Initial training will provide County Core Team members with an understanding of the AiM system as well as the basic System Administrator functions. Training will summarize the capability of the integrated AiM solution and how the modules interrelate with one another. The focus will be on the mechanics of the software, rather than determining County's unique configuration requirements.

Conceptual Training Overview

For each AiM module implementation phase, Contractor will conduct Conceptual Training on site. The training will be sufficient to provide County Core and Functional Area Team members an understanding of the functionality of the AiM system modules from both a setup and a transactional perspective as well as interaction between the integrated modules. The training will summarize the capability of each module, how the modules are configured and how the modules interrelate with one another. The focus will be on the mechanics of the software and the design concepts behind it. Attendees will gain sufficient knowledge of each module's conceptual design to support process and configuration decision-making in subsequent project steps.

Business Process Analysis (BPA)

The purpose of the BPA is for Contractor to understand County's existing business processes and rules by Functional Area and to then guide County as County develops the rules and processes County will use once AiM is implemented. County will provide Contractor with existing processes in Visio swim lane diagram format prior to the start of the BPA. Contractor and Functional Area Team members will determine the desired future workflow processes in conjunction with the use of the AiM system. Contractor and Functional Area Team members will review how the AiM system will be used by all applicable customers and County users. During this process, gaps will be identified and solutions to these gaps proposed and documented. Ultimately, the software implementation needs to reflect the way County does business and any modification to business processes County wishes to implement. Contractor will be prepared to provide the non-production instance for use during this phase. Contractor will lead these interactive discussion sessions and provide guidance for future processes based on experience with previous implementations and industry standards and practice. Final product for the BPA sessions will be process swim lane diagrams in Visio format.

Contractor will work with Functional Area Team members to identify:

- Project goals for the BPA and end-product of the implementation
- Work as it moves through the organization
- User groups within the organization
- User functions during work processes
- Industry standards and practices that apply to workflow processes
- Software screens needed to automate the processes
- External customer types
- Process gaps

As each future process and its sub-process(es) is identified during the BPA, Contractor will provide documentation of:

- Who – The organizational position
- What – The actual task that needs to be done
- When – The inputs and outputs or the preceding and succeeding activities that are dependent upon the task
- How – The transfer mechanism: (email, application input, paper, telephone call)
- Why - The business rule(s) needed to establish the software code necessary to configure the system for use by County.

AiM WorkDesks will also be discussed and its configuration designed during the BPA to ensure that it will provide user access to all required processes within the capabilities of the software and as required by this Contract.

All existing County processes, as provided to Contractor prior to the BPA, will be included in the to-be processes developed during the BPA. Additional processes that Contractor deems necessary to support the modules included in each project phase will also be included in the to-be BPA processes.

It is critical to both the quality of implementation and the implementation timeline that all relevant business stakeholders attend all business process discussions.

Business Process Analysis and Standard Operating Procedure (SOP) Documentation

The Business Process Analysis documentation will identify processes and their fit within AiM. County will be responsible for documenting the to-be process in Visio swim lane format as well as for the creation of the SOP document based on the to-be processes. The SOP is used for identifying the user's roles and responsibilities, the work processes that are mapped to the software, the process (and therefore data) ownership, the software setup and, finally, a guide that walks the user through each step of software use. This document is not intended to fully describe County's organization.

There will be other processes that will not be automated using Contractor's software that may interface to County processes. It is not the purpose of the SOP document to describe all of those processes. The SOP document provides a complete picture of the relationship between the software and the organization. The structure of the document is:

<p>Roles and Responsibilities: This describes how organizational positions relate to the software. For example, what duties do a shop supervisor or receiving clerk perform with respect to the software?</p>	Job Description
<p>Workflow: This describes the workflow process. It identifies the steps in the process and explains the decisions to be made at each step.</p>	Operating Procedures
<p>Process Owner: This describes the responsibilities of the process owner; e.g., as a department head for Materials Management, what are the user's duties and interfaces? This is usually best described in Contractor's software by taking a module approach, which identifies the overall department responsibilities for the software functionality.</p>	Department Description
<p>Walkthrough: This describes, graphically, each step of the data entry process for a particular work process and function.</p>	Data Entry Description
<p>Software Setup: This document the setup code used by the organization to support the implementation. This does not include "bulk" imported data for accounts, employees, or property. It does include sample data for use during testing and demos.</p>	Application Administration

County agrees that once County accepts the developed business processes and SOP, any changes to the processes due to County decisions and/or changes will be the responsibility of County and may require the initiation of the change request process as described in paragraph 10 of Contract.

SOP review process

1. Contractor will submit draft of SOP to the County designated single point of contact.
2. County designated single point of contact will consolidate all feedback from County stakeholders and submit requested edits to Contractor. County may elect to review a section at a time and provide edits a section at a time.
3. County and Contractor will have one review meeting for each section to discuss the edits and acknowledge changes to be made.
4. Contractor will incorporate requested changes into a revised SOP and submit to County for final review.

5. County will provide final approval of the SOP. County may approve one section at a time if desired.

Requests to modify or revisit processes after Step 4 above will require rework of BPA documentation and additional meetings to review processes. Such requests may follow the change order process. New processes introduced by the County during the SOP *review* process after Step 4 will be subject to a change order.

Contractor will be responsible for accurately incorporating requested edits from #2 above into the revised SOP document. Any new changes or edits to the SOP introduced by the County, above and beyond the original set of edits, will be subject to a change order.

Software Code Configuration and Set-Up/AiM Module Setup

Contractor's AiM software is code-driven and will be configured based on County's unique environment and business processes. Contractor works interactively with County to enter all set-up code required to create a fully functional system. This interactive approach assures that County understands and is capable of modifying the configuration if needed in the future. The set-up code will be based on the BPA and the initial SOP, which will determine the initial configuration of the AiM system. The system configuration may be further refined after the Workflow Walk-through and Data Conversion efforts are complete. The County AiM System Administrator must participate in the code set-up so that he/she is prepared to make modifications to the configuration on an ongoing basis. County will be responsible for the sustainment of the system and will input actual codes and County-specific data that is not being converted and will make modifications to the setup as identified both pre- and post-Go-Live.

As noted above, AiM is code driven and configurable to model the desired business processes. The AiM modules involved in this project will be setup and configured by Contractor. This will involve Contractor working interactively with County to develop the configuration that will support the desired business operations. Both Contractor and County will work in a hands-on manner to set-up and configure each module. The set-up activities listed below are provided as an *example* of typical set-up configurations.

- **Operations and Maintenance** – AiM must be configured to support maintenance operations for all County departments that plan to implement CMMS as part of this project and to, based on currently known parameters, not preclude additional departments that may decide to implement CMMS in future.
- **System Administration**– AiM must be configured so that it supports the desired processes of County. Much of this implementation-specific configuration will occur in this module as well as configuration of typical user and security privileges.
- **WorkDesk Setup & Configuration** – The system will be able to have standard WorkDesk setups based on user roles with modifications then made by the end user.

Data Conversion

For each module implementation phase, County and Contractor will develop a list of data that must be imported from other systems into the AiM software along with a description of the information in the other systems and the possible methods of downloading and converting the data into the relational table structure of the AiM database. A survey of available data will be made and conversion options will be reviewed jointly by Contractor and County, after which a definition of the data conversion requirements will be established. Contractor will map the data to be converted into AiM and,

after mapping is approved by County, Contractor will convert the data and the conversion will be validated by County. The scope of this SOW includes conversion of data migrated from the following data templates. The table below is the complete listing of the data sets in scope. Requests for additional types of data will follow the change order process

1a	Property Module (properties and locations)
1b	Finance Module (Accounts, Subcodes, Account Extensions)
1c	Human Resource Module (Employees, Shops, Contact, Organizations Hierarchy and Requestors)
1d	Asset Management Module (Assets, Asset Types Group and Attributes)
1e	Contract Admin Module (Contractors)
1f	System Admin Module (AiM Users)
1g	Property Lease (Lease and Payment Schedules)
1h	Work Management (Work Order and Phase)
1i	PM Standards
1j	Purchasing (Inventory Catalog, Service Contracts)
1k	Inventory

County may combine multiple data sources into each data template. Should County desire to include additional data sources, Contractor will provide an estimate for the extra level of effort required. No work will begin on additional data sources until County and Contractor have reached an agreement as to the cost and funding for the extra level of effort.

The process for data conversion is as follows:

1. Determine data to be converted. This process involves reviewing the complexity and volume of data, since in some cases it may be more cost effective to manually enter the data rather than convert it. This is a joint activity.
2. Map data elements from the existing database to AiM. This is a joint activity. County will provide data and discuss the current data usage with Contractor. Contractor will document the data mapping. County will approve the data mapping document prior to data conversion taking place. Contractor will provide County with a data template in MS Excel format for each data set and instruct County in its use. County is responsible for populating the template with its data as well as scrubbing the data to meet data validation rules.
3. Create the conversion tool. Contractor will perform.
4. Execute the conversion routine. Contractor will perform. Contractor will provide County a list of all data that did not load due to data anomalies, bad data, etc. County is responsible for entering these records manually.
5. Validate the converted data. Contractor will perform the initial data review with County as a teaching exercise, but County will be responsible for full data validation.

Contractor will provide support of data conversion tools leading up to the initial go-live of each module. Requests for data migration support for data templates or conversion tools associated with modules that are live in the County's production instance of AiM will require a change order.

Requests for modifications to data migration templates will require a change order.

Workflow Walkthrough / System Verification

The Workflow Walkthrough process is used to confirm the BPA and the mapping of the workflow to the software after the system has been configured and setup codes loaded into the application based upon the discussions and decisions made during the BPA and documented in the SOP. Contractor and County will iteratively follow each workflow process through the software, start to finish. Modifications to the configuration will be documented in the SOP. Contractor is responsible for documentation updates. The purpose of the Workflow Walkthrough is to:

- Show Core Team and Steering Committee members the specific functionality of the software with respect to their business practice and rules. Up to this point in the implementation, County will not have seen the software functioning in its entirety.
- Educate representatives from target groups (e.g., Functional Area Team members) on the use of the software by showing their work processes. At this point, Contractor will demonstrate the flow (interconnectivity) of the software as it mirrors County work processes.
- Solicit dialogue on the use of the software. There will usually be discussion about the work processes and how the software has been set up to mirror business practices. Changes will be noted in the documentation.

County-Specific Development

Custom Reports (11 days estimated for O&M custom report technical specifications, 11 days estimated for CPPM custom report technical specifications)

For each of the Operations and Maintenance (O&M) and Capital Planning and Project Management (CPPM) module implementation phases, the creation of technical specifications for up to three (3) custom Business Intelligence Reporting (BIRT) reports and three (3) custom AiM IQ reports per project phase is included in this SOW. The SOW does not include development, testing, and deployment of these custom reports. Once County has approved each technical specification, Contractor will provide a budgetary and timeline estimate to develop, test, and deploy each report. Once County approves the estimate and provides funding, Contractor will develop, test, and deploy the requested reports. No work will begin on custom report development until funding is approved and provided to Contractor.

Post Go-Live, should County determine that additional custom reports are required, Contractor will, at County's request, prepare a budgetary and timeline estimate to create technical specifications for the required reports. The process described in the previous paragraph will be utilized for specification and creation of such reports. Any custom reports requested for development post Go-Live are considered outside this SOW and will be treated as a separate services engagement that may require County of Orange Board of Supervisors approval.

Action Codes

AiM supports the use of Automated Business Processes (ABP), which is customer-specific functionality running on top of the base product and initiated by a specific action, such as a status change on a work order record.

Should County determine that additional action codes are required, Contractor will, at County's request, prepare a budgetary and timeline estimate to create technical specifications for the required action code(s). The process described above will be utilized for specification and creation of such

action codes. Any additional action codes requested for specification or development are considered outside the SOW and may initiate the change request process in as described Article 10 of Contract.

Contractor offers an optional training course designed to teach students to develop their own Action Codes. The SOW does not include this training course. Should the County desire this course, Contractor will develop a budgetary estimate to provide such training. No training will be provided until funding has been approved and provided by County.

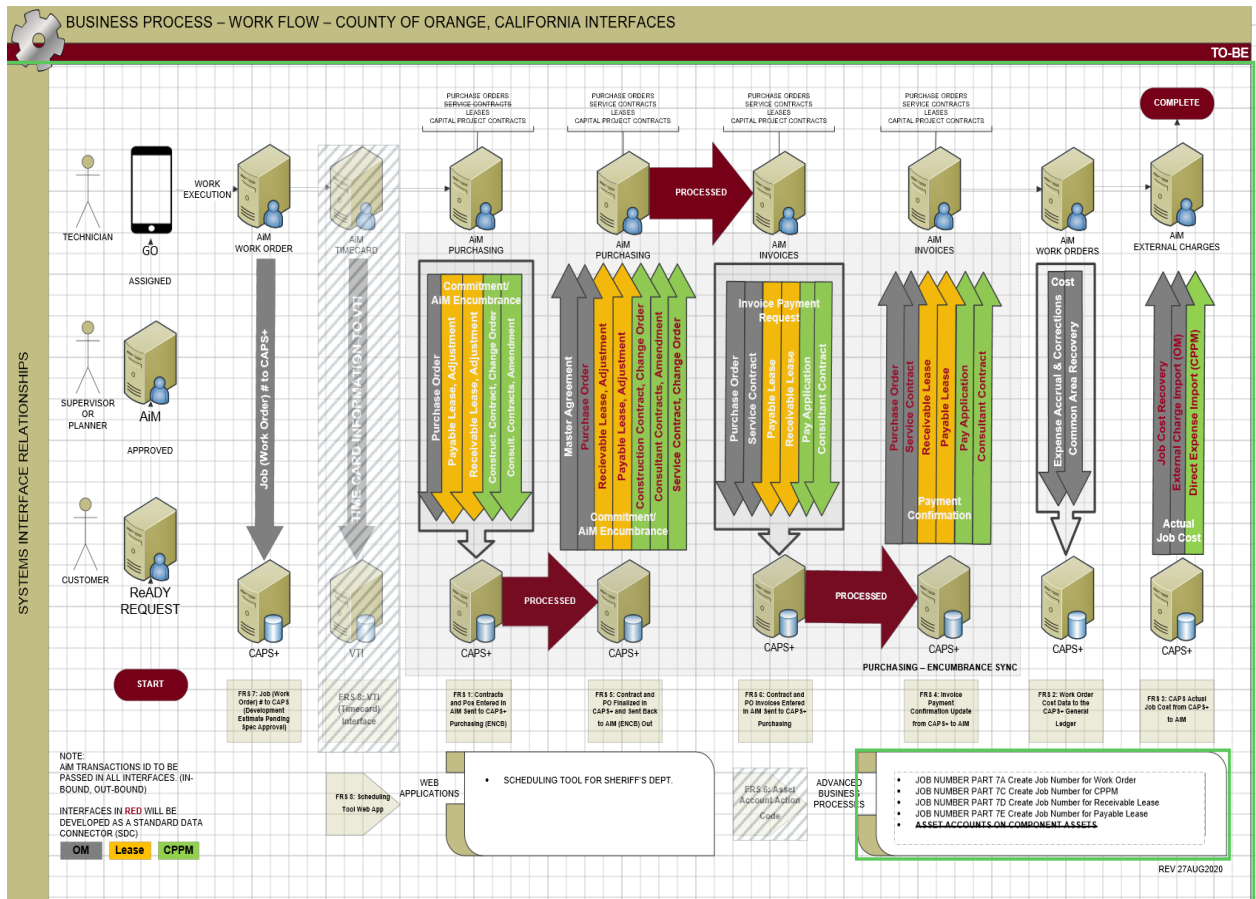
Interfaces

The development of interfaces to a number of systems external to AiM are included in this SOW. These are detailed in the table below:

Line No.	Interface (See diagram below table for visual overview of interface relationships)
1	<p>Contracts & POs entered in AiM sent to CAPS+ Purchasing (Inbound)</p> <p>Interface will include the following transaction types:</p> <ol style="list-style-type: none"> 1. Purchase Order 2. Payable lease and adjustments 3. Receivable lease and adjustments 4. Construction contract and construction contract change orders 5. Consulting contracts and consulting contract amendments
2	<p>Work Order Cost Data to the CAPS+ General Ledger</p> <p>Interface will include the following data:</p> <ol style="list-style-type: none"> 1. Expense accrual and corrections 2. Common Area Recovery
3	<p>Actual Job Cost from CAPS+ to AiM</p> <p>Interface will include the following data:</p> <ol style="list-style-type: none"> 1. Job Cost Recovery 2. External Charge import (Work Orders) 3. Direct Expense import (Capital Projects) <p>Transformative logic requirement: <i>This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.</i></p>
4	<p>Invoice Payment Confirmation update from CAPS+ to AiM</p> <p>Payment confirmation will be sent from CAPS+ to AiM with the following transaction types in scope:</p> <ol style="list-style-type: none"> 1. Purchase order 2. Service contract 3. Receivable lease 4. Payable lease 5. Pay application 6. Consultant contract
	<p>Transformative logic requirement: <i>This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.</i></p>
5	<p>Contract & PO Finalized in CAPS+ and sent back to AiM (Outbound)</p> <p>Interface includes the following data:</p> <ol style="list-style-type: none"> 1. Master Agreement

	2. Purchase Order
	3. Receivable Lease and Receivable Lease Adjustments
	4. Payable Lease and Payable Lease Adjustments
	5. Construction Contract and Construction Contract Change Order
	6. Consultant Contracts and Consultant Contract Amendments
	7. Service Contracts and Service Contract Change Orders
	<i>Transformative logic requirement:</i> This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.
6	<p>Contracts & PO Invoices entered in AiM sent to CAPS+ Purchasing</p> <p>The following invoice types are included in this interface:</p> <ol style="list-style-type: none"> 1. Purchase Order 2. Service Contract 3. Payable Lease 4. Receivable Lease 5. Pay Application 6. Consultant Contract
7	<p>Job Number (work order) to CAPS+</p> <p>5 Automated Business Processes (ABPs) will be deployed to execute the following actions:</p> <ol style="list-style-type: none"> a. ABP to create job number for work order in AiM b. ABP to send job number data to CAPS+ c. ABP to create job number for capital project in AiM d. ABP to create job number for receivable lease in AiM e. ABP to create job number for payable lease in AiM
8	Encumbrance Master Agreement Import w/Custom BIRT Report

The functional data flows for these interfaces are further illustrated in the following diagram:



The following assumptions apply to all interface development.

- For interfaces that require file transfers to other County systems, a secure protocol will be available for transferring these files to the necessary system for processing.
- All development work will be performed off premise and be delivered to County server(s) remotely.
- Once County accepts the developed interface, business processes and SOP, any changes to the interface or processes due to County decisions and/or changes will be the responsibility of County and may require the initiation of the change request process as described in Article 10 of Contract.

The following assumptions apply to the development of specific interfaces.

Scheduling Tool Web Application - The Weekly Work Planning Tool will be a custom web application that will provide multiple functions.

- The application will use AiM web services to populate the working queue for planning.

- Application will use SSO so that the user once authenticated in AiM will be able to launch the form without the need to authenticate provided the user session remains valid; e.g., session has not timed out.
- Mobile accessibility is not included in this estimate and would have to be evaluated based on County needs. The planning view is large and would be best viewed on a larger monitor or other device.
- Batch Printing is limited by the number of work orders Contractor can pass in the request to the report. A batch print of work orders exceeding that limitation will have to be split into multiple batches.
- The planning tool will provide the planner the ability to filter and sort the shop's work by any available data field.
- The planning tool will allow the planner to perform resource allocation and planning by trade, date, and employee.
- Craft Code can only be updated to a valid craft code for the same order type and category and only before work has started. After transactions exist the craft code is locked down. Changing of the craft code beyond this point is not part of this SOW.
- The form will be set up in three (3) panes to display the work order information. The panes can be expanded or collapsed.
- Drag and drop will be possible within a pane and across the panes to update status, assigned craft, and planned date.

First Steps: A *Functional Requirements Specification* (FRS) will be developed for each interface described above.

The Functional Requirements Specification (FRS) details the required functionality that the deliverable product needs to provide to the customer and also defines the required data mapping between the two systems. The FRS document describes how the deliverable product will logically work, how it will manage error conditions, how it will be deployed, and attempts to identify all relevant details required for the product's creation. Upon mutual agreement that the FRS fully captures and describes the County requirements, County will submit approval of the FRS via email and Contractor can commence development of the interface, action code, or report. A typical FRS would include the following types of information:

- A diagram of relationships between AiM and the target system(s)
- The computing environment relative to each interface
- The direction of data flow between the systems (if the interface is bi-directional, each direction is defined as a separate interface)
- The polling interval or frequency of data exchange
- The interface type – Is the interface a batch interface (i.e., users have to input all data before seeing any of the results)? Or, will the interface run at specific intervals? Alternately, will transactional processing in one of the systems trigger it?
- Existing batch file programs developed for other systems that may support the interface (the file layout used by these programs must be documented)

- The data exchange method, i.e., FTP transfer of batch files or direct database updates via SQL

User Training

Contractor will provide a Train-the-Trainer training program to County that will be tailored by role and will address the following:

- Classroom introduction to the AiM Application
- Classroom courses for each functional role of users (e.g., Maintenance Lead, Project Manager, Tradesperson). The actual courses taught will be determined by County's final BPA and SOP
- Hands-on End-User Train-the-Trainer training in a classroom format – ten (10) attendees per class maximum. This training is designed to equip County's training team to instruct all County AiM end-users utilizing the format and materials used in these courses.

Contractor is responsible for creating training documentation based on the final SOP. Final product will be Contractor-provided electronic copy of training guides in Microsoft Word format for use in the End User training. County is responsible for producing all required hard copies of training materials, including one copy per course for the Contractor trainer. Training documentation will be tailored to the County's AiM configuration and processes and shall become County property to distribute to AiM users as County see fits.

Classroom facilities will be provided by County and should include:

- Computer terminals connected to the AiM database. Allow for no more than two (2) users per terminal
- Data projector and, screen, or display screen or monitor large enough to be viewed by all personnel in the classroom
- One printer
- Extension cords and outlets capable of supplying power to all computer terminals plus at least four additional outlets for use by the course instructor
- Large chalkboard or whiteboard

If unforeseen circumstances prevent or limit the ability to deliver training in person, courses may be delivered remotely if mutually agreed upon between County and Contractor.

Each Train-the-Trainer class session is limited to ten (10) students. The specific courses and content will be determined by County's final SOP. The SOW includes the following estimated aggregate training durations.

- Operations & Preventive Maintenance: 80 hours
- IQ for O&M: 24 hours
- FiRE O&M: 16 hours
- Asset & Real Estate Management: 80 hours
- FiRE Asset Management: 16 hours
- AiM CPPM: 80 hours
- IQ for CPPM: 24 hours

- AiM ANA: 32 hours

Additional Training and Services

Should County determine that additional training is required or desired, Contractor will, at County's request, prepare a budgetary and timeline estimate to provide such training. Any additional training requested is considered outside this SOW and may initiate the change request process as described in Article 10 of Contract.

Go-Live Assistance

Contractor provides assistance for users immediately after AiM "Go-Live" to answer immediate questions, resolve issues, and to provide additional operator specific assistance/training. Upon completion and Go-Live of each project module phase, Contractor personnel will provide on-site support to ease the transition to the new system. Contractor will also facilitate the transition from Services to Customer Care/Support (Software Maintenance Agreement). This SOW includes 48 hours (two on-site resources for three days) of Go-Live support for both the Operations and Maintenance and the Asset & Real Estate Management implementation phases. This SOW includes 80 hours (two on-site resources for five days) of Go-Live support for the Capital Planning & Project Management implementation phase. This SOW also includes 32 hours (two on-site resources for two days) of Go-Live support for the Assessment & Needs Analysis implementation phase.

V. PROJECT SCHEDULE

The Project Schedule will be developed during Implementation Planning and incorporated into Attachment D. The Project Schedule will be maintained by Contractor's Project Manager and County's Project Manager and updated on an as needed basis. Any changes or updates to the initial Project Schedule requires the Parties' mutual agreement on the scope and timeline.

PROJECT RESPONSIBILITIES AND ASSUMPTIONS

The implementation process is interactive and intensive, and success requires close teamwork between County and Contractor. Full support by County and Contractor will be essential to the project's success. This Scope of Work is based upon the following responsibilities and assumptions.

Contractor Responsibilities

- The work performed by Contractor and its employees will be completed in a professional manner and at a level of competence equal to the general level of competence in the industry. The applications developed by Contractor will perform and work correctly.
- Contractor will assign a Project Manager who has responsibility for Contractor tasks and team.
- Contractor will assume the responsibility of overall project integration. County fully expects Contractor to partner with County resources to manage the successful implementation of the CMMS. Contractor will provide expertise, tools, and resources to co-lead and augment County's technical and business staff to complete the project within schedule, scope of work, and budget. County will provide a business functional project manager and a technical lead, who, along with Contractor's Project Manager, will co-manage this project. Contractor will provide system integration assistance to co-manage, facilitate, implement, and ensure success within the specified scope of work. County will apply needed and appropriate internal resources including a steering committee, business and technical project managers, business and technical implementation team members, application and technical support, and access to County subject matter experts.

- Contractor and County will jointly assume the responsibility of maintaining the overall Project Schedule.
- Contractor will maintain implementation continuity from phase to phase for the complete project. The Contractor's Project Manager for each phase will be the primary single point of contact for the Contractor for all issues. County will likewise assign primary points of contact for all communications during the project. Continuity by Contractor will be assured through supervisory involvement of the Contractor's Vice President of Services.
- Due to scheduling demands, Contractor resources are typically booked 4-6 weeks in advance. The related advance notice required should be considered when scheduling site visits and Contractor resource needs.
- County expects Contractor to drive the tasks required to configure the system to meet the project requirements as defined in the SOP. Contractor will identify the tasks to configure the out-of-the-box system to meet the needs of these requirements.
- Contractor is responsible for BPA and SOP documentation.
- Contractor is responsible for creating Workflow Walkthrough test procedures based on the SOP.
- Contractor is responsible for creation of training documentation based on the SOP.
- Contractor will provide data loading templates designed to assist County in loading legacy data and train County in their use.
- Contractor will provide SSO functionality based on County's in-place SSO identity management solutions.

County Responsibilities

- County will assign personnel to this project that are knowledgeable of County operations and are empowered to make decisions regarding process implementation and changes in the process, if needed.
- County will assign sufficient resources to ensure that the required legacy data are loaded into templates provided by Contractor, scrubbed, and delivered in a timely manner, in accordance with the Project Schedule.
- Any data that cannot be loaded from the Contractor-provided templates due to data anomalies or faulty data is the County's responsibility to load manually. County will assign sufficient resources to ensure that such data entry is completed in a timely manner, in accordance with the Project Schedule.
- Contractor and County will jointly assume the responsibility of maintaining the overall project plan.
- Contractor expects County to actively participate in implementation activities and to apply resources necessary to complete tasks that are assigned to County.
- County will map its current business processes and provide them to Contractor a minimum of five (5) business days prior to the beginning of Business Process Analysis sessions.
- County is responsible for gathering all data legacy system. Contractor has no responsibility for gathering of data or the accuracy of the data provided by County.

- County is responsible for scrubbing data to be migrated, converted, and/or loaded into AiM.
- County shall provide a scribe at all BPA sessions. Scribe shall provide meeting notes on discussions, decisions, issues, and parking lot items to County project team and Contractor in a timely manner.
- County shall review all development specifications, migrated data, and test system configurations promptly. Upon submittal of these items for County review, County will respond with approval or requested modifications within five (5) business days. Failure to reply will constitute an implied approval.
- When applicable Contractor shall present County with a summary of all work completed on a weekly basis and require County to either approve or reject work performed.
- County will review and approve or request changes to the system configuration and design documents. Once approved, any future request by County to alter that analysis or design will be handled through the Change Order process, as described in Article 10 of Contract.

Project Assumptions

- The completion date for this project will be determined during Implementation Planning.
- This is a Time & Materials services effort. Times indicated for areas of implementation are based on the requirements stated in the Scope of Work and may be adjusted during implementation as needed and coordinated between the County and Contractor for any additional services not in the Scope of Work. Any change will go through the formal change process outlined in this document. Any change to scope of project not contained in this SOW will be subject to the Change Order process, as described in Article 10 of Contract. No work to be funded by the change order will begin until funding has been provided.
- It is County's primary goal to focus on using "out-of-the-box" functionality during this implementation. If County requests functionality that is not available without customization, Contractor will assist County in determining the best way to implement its requirements while still using standard functionality.
- County understands that this is a "commercial off the shelf" (COTS) project and any desire for development or customization (in the form of Action Codes, custom web pages, etc.) not included in the SOW will be documented in written specifications, developed and tested in accordance with those specifications. Such development and/or customization will result in a change order to this scope of work and follow the Change Order process described in Article 10 of Contract. No work will proceed on such changes or modifications until both parties approve the developed design and costs.
- The AiM Enterprise includes numerous out of the box AIM IQ reports, dashboards, and data sources as well as BIRT reports. New reports are occasionally added to the base product. County will receive all reports, dashboards, and data sources that are available in the AiM and AiM IQ base product at the time of the official project kickoff meeting. New base product reports developed by Contractor will be provided to County as part of each product release. If County desires additional AiM IQ or BIRT reports, Contractor will provide a proposal for the specification, development, testing, and delivery of such reports. Such development will result in a change order to this scope of work and follow the Change Order process described in Article 10 of Contract. No work will proceed on such changes or modifications until a change order has been mutually executed.

- Train-the-Trainer training class size is limited to 10 students per class.
- All AiM module implementation pricing is based on best practices implementations.
- Contractor will provide, implement and Go-Live with the most recent version of AiM that has been released at the time of the official project kickoff meeting. Based on County's requested schedule, County will Go Live with AiM v11.x.

VI. CHANGE PROCESS

The Change Order process described in Article 10 of the Contract will be utilized throughout this project for any changes in work under Contract.

VII. POLICY & TERMS

- Contractor Professional Services are billed monthly as delivered on an hourly basis pursuant to Attachment B.
- All travel expenses will be billed monthly at actual cost pursuant to Attachment B.
- The duration of each onsite workday will be at least eight (8) hours unless otherwise agreed to by Contractor's Vice President of Services. On-site visits of less than four (4) days require approval of Contractor's Vice President of Services.
- A minimum billing of 24 billable hours will be invoiced per onsite visit regardless of the actual time on site.
- If additional service time is required due to expansion of the project scope by County (including but not limited to, additional data conversion requirements and/or additional interface development), Contractor will provide County with a proposal for the additional needs prior to completing any work related to the changed scope pursuant to Article 10 of the Contract.
- Cancellation: Contractor will charge County for billable time lost and unrecoverable expenses if engagements are cancelled within seven (7) calendar days of a scheduled site visit.

**REVISED ATTACHMENT B
COST/COMPENSATION
PER AMENDMENT NO. 9**

- I. COMPENSATION:** This is both a fixed price contract with annual lump sum payments for license, maintenance and hosting and a time and material contract for services with a not to exceed price between County and Contractor for a CMMS, as further described in this Contract. Contractor agrees to supply all Products and Services necessary to provide and fully implement the proposed CMMS solution, including but not limited to: Software license, implementation, data mapping, software training, Software hosting, system documentation, and annual software maintenance and support. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, within the scope of deliverables described in this amendment, and for performance by Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of the total Contract amount specified herein unless County requests additional Services under the Contract and the Parties authorize the changes and the additional sums by written amendment in the manner prescribed in the Contract.

I. COST SUMMARY

Contract Amount by Year

Description	Licensing, Support and Hosting	Customization /Implementation (Estimated)	Additional Modules	Change Order & Contingency Usage	Total
Year 1	\$1,578,000.00	\$1,152,770.00		\$42,000.00	\$2,772,770.00
Year 2	\$461,280.00	\$1,102,226.00	\$200,280.00	\$48,080.00	\$1,811,866.00
Year 3	\$475,960.00			\$63,559.40	539,519.40
Total – Years 1-3	\$2,515,240.00	\$2,254,996.00	\$200,280.00	\$153,639.40	\$5,124,155.40
Year 4	\$475,960.00			\$50,000.00	\$525,960.00
Year 5	\$475,960.00				\$475,960.00
Total – Years 4-5	\$951,920.00			\$50,000.00	\$1,001,920.00
Year 6	\$489,930.00				\$489,930.00
Year 7	\$504,599.00				\$504,599.00
Total – Years 6-7	\$994,529.00				\$994,529.00
Total – Years 1-7	\$4,461,689.00	\$2,254,996.00	\$200,280.00	\$203,639.40	\$7,120,604.40

CONTRACT AMOUNT BY SECTION:

Section	Contract Year	Cost	Under Note
A	1	\$1,578,000.00	*
B	2	\$461,280.00	*
C	1, 2 &3	\$2,254,996.00	1&2
D	3	\$475,960.00	*
E	4	\$525,960.00	*
F	5	\$475,960.00	*
G	6	\$489,930.00	*
H	7	\$504,599.00	*
I	Change Order & Contingency Usage	\$353,919.40	1&2
Total Contract Amount Not to Exceed		\$7,120,604.40	

COST BREAKDOWN:**A. YEAR 1**

Line No.	Module/Enterprise License (One-time Fee)	Cost
1	RE&L	\$240,000.00
2	O&M	\$240,000.00
3	Asset Rental	\$48,000.00
4	CPPM	\$240,000.00
5	AiM IQ	\$120,000.00
6	Go O/M (fka FiRE O/M)	\$120,000.00
7	Go Asset Management (fka FiRE Asset Management)	\$120,000.00
8	AiM GIS	\$24,000.00
9	Aim ANA	\$120,000.00
10	ReADY Request	\$125,000.00
Cost for Year 1:		\$1,397,000.00*

Line No.	Single Sign On (SOS)	Cost
1	ADFS (SAMLv2) Connector to AiM	\$15,000.00
Cost for Year 1		\$15,000.00*

Line No.	Hosting	Cost
1	One-Time Server Set-Up Fee	\$10,000.00
2	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 1		\$166,000.00*

B. YEAR 2

Line No.	Module/Enterprise License (One-time Fee)	Cost
1	AiMCAD	\$200,280
2	AssetSync	\$30,000
Cost for Year 3		\$230,280*

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$48,000.00
2	O&M	\$48,000.00
3	Asset Rental	\$9,600.00
4	CPPM	\$48,000.00
5	AiM IQ	\$24,000.00
6	Go O/M (fka FiRE O/M)	\$24,000.00
7	Go Asset Management (fka FiRE Asset Management)	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request	\$25,000.00
Cost for Year 2		\$279,400.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 2		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 2		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$22,880.00
Cost for Year 2		\$22,880.00*

C. YEARS 1, 2 & 3

Line No	Implementation	Cost
1	Conceptual Training, Business Process Analysis, Standard Operating Procedure, Workflow Walk Through, End User Training, Go Live Support, and Operating Expenses	\$1,462,700.00
2	ReADY Request	\$125,000.00
Total Implementation		\$1,587,700.00¹

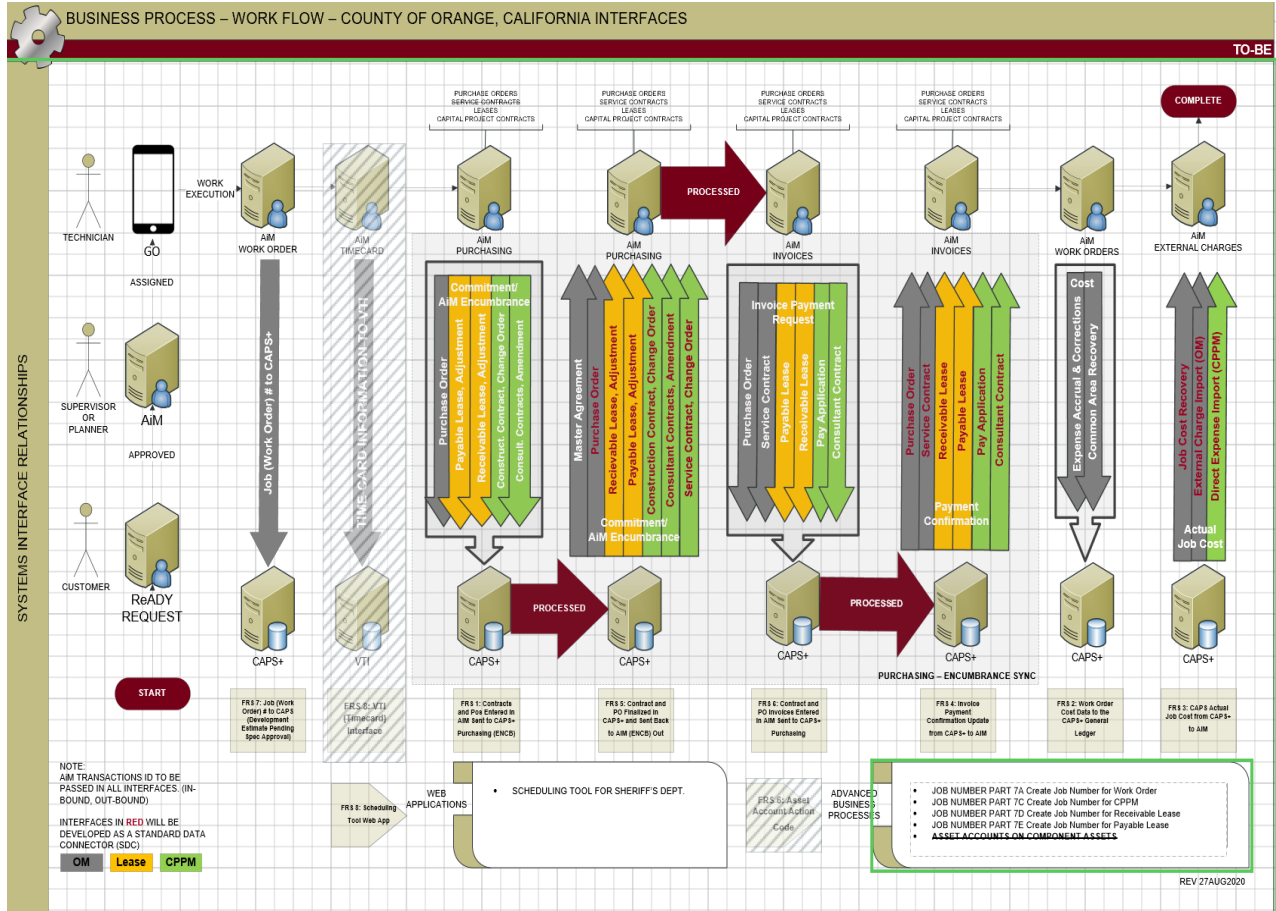
Line No.	Application Program Interface	Cost
1	Scheduling Tool Web Application ³	\$64,400.00
Total Interface		\$64,400.00¹

Line No.	Data Migration	Cost
1	Data Migration (In Scope Templates and Custom Imports listed below)	\$157,520.00
1a	Property Module (properties and locations)	
1b	Finance Module (Accounts, Subcodes, Account Extensions)	
1c	Human Resource Module (Employees, Shops, Contact, Organizations Hierarchy and Requestors)	
1d	Asset Management Module (Assets, Asset Types Group and Attributes)	
1e	Contract Admin Module (Contractors)	
1f	System Admin Module (AiM Users)	
1g	Property Lease (Lease and Payment Schedules)	
1h	Work Management (Work Order and Phase)	
1i	PM Standards	
1j	Purchasing (Inventory Catalog, Service Contracts)	
1k	Inventory	
	<i>Lines 1 - 1K represent a complete listing of deliverables in scope.</i>	
2	Project Management Service	\$199,520.00**
Total Data Migration		\$357,040.00¹

Line No.	Interface (See diagram below table for visual overview of interface relationships)	Cost
1	<p>Contracts & POs entered in AiM sent to CAPS+ Purchasing (Inbound)</p> <p>Interface will include the following transaction types:</p> <ul style="list-style-type: none"> 6. Purchase Order 7. Payable lease and adjustments 8. Receivable lease and adjustments 9. Construction contract and construction contract change orders 10. Consulting contracts and consulting contract amendments 	\$35,200.00
2	<p>Work Order Cost Data to the CAPS+ General Ledger</p> <p>Interface will include the following data:</p> <ul style="list-style-type: none"> 3. Expense accrual and corrections 4. Common Area Recovery 	\$26,400.00
3	<p>Actual Job Cost from CAPS+ to AiM</p> <p>Interface will include the following data:</p> <ul style="list-style-type: none"> 4. Job Cost Recovery 5. External Charge import (Work Orders) 6. Direct Expense import (Capital Projects) <p><i>Transformative logic requirement: This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.</i></p>	\$0.00
4	<p>Invoice Payment Confirmation update from CAPS+ to AiM</p> <p>Payment confirmation will be sent from CAPS+ to AiM with the following transaction types in scope:</p> <ul style="list-style-type: none"> 7. Purchase order 8. Service contract 9. Receivable lease 10. Payable lease 11. Pay application 12. Consultant contract 	\$0.00
	<p><i>Transformative logic requirement: This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.</i></p>	
5	<p>Contract & PO Finalized in CAPS+ and sent back to AiM (Outbound)</p>	\$0.00

	Interface includes the following data:	
	8. Master Agreement	
	9. Purchase Order	
	10. Receivable Lease and Receivable Lease Adjustments	
	11. Payable Lease and Payable Lease Adjustments	
	12. Construction Contract and Construction Contract Change Order	
	13. Consultant Contracts and Consultant Contract Amendments	
	14. Service Contracts and Service Contract Change Orders	
	<i>Transformative logic requirement: This functionality will be enabled by AiM Standard Data Connectors (SDC), which require data inbound to AiM to be in a proper format for AiM SDC consumption. The County may appropriate contingency funding should they request that AssetWorks handle file conversion services.</i>	
6	<p>Contracts & PO Invoices entered in AiM sent to CAPS+ Purchasing</p> <p>The following invoice types are included in this interface:</p> <ul style="list-style-type: none"> 7. Purchase Order 8. Service Contract 9. Payable Lease 10. Receivable Lease 11. Pay Application 12. Consultant Contract 	\$35,200.00
7	<p>Job Number (work order) to CAPS+</p> <p>5 Automated Business Processes (ABPs) will be deployed to execute the following actions:</p> <ul style="list-style-type: none"> a. ABP to create job number for work order in AiM b. ABP to send job number data to CAPS+ c. ABP to create job number for capital project in AiM d. ABP to create job number for receivable lease in AiM e. ABP to create job number for payable lease in AiM 	\$110,000

8	Encumbrance Master Agreement Import w/Custom BIRT Report	\$5,400.00
9	Interface consulting and oversight	\$33,656
Total Interface		\$245,856.00 1



C. YEAR 3

Line No.	Module/Enterprise License (One-time Fee)	Cost
1	Space and SpaceSync	\$0
Cost for Year 3		\$0*

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$48,000.00
2	O&M	\$48,000.00
3	Asset Rental	\$9,600.00
4	CPPM	\$48,000.00
5	AiM IQ	\$24,000.00
6	Go O/M (fka FiRE O/M)	\$24,000.00
7	Go Asset Management (fka FiRE Asset Management)	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request	\$25,000.00
11	AiMCAD	\$9,680.00
12	AssetSync	\$5,000.00
13	Space and SpaceSync	\$0
Cost for Year 3		\$294,080.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 3		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 3		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$22,880.00
Cost for Year 3		\$22,880.00*

D. YEAR 4

Line No.	Module/Enterprise License (One-time Fee)	Cost
1	Business Automation Engine	\$5,000
2	Standard Data Connector Job Cost Recovery	\$3,000
3	Standard Data Connector External Charge	\$3,000
4	Standard Data Connector Direct Expense	\$3,000
5	Standard Data Connector Purchase Order Invoice	\$3,000
6	Standard Data Connector Service Contract Invoice	\$3,000

7	Standard Data Connector Receivable Lease Invoice	\$3,000
8	Standard Data Connector Payable Lease Invoice	\$3,000
9	Standard Data Connector Pay Application Invoice	\$3,000
10	Standard Data Connector Consult Contract Invoice	\$3,000
12	Standard Data Connector Encumbrance Purchase Order	\$3,000
13	Standard Data Connector Encumbrance Receivable Lease	\$3,000
14	Standard Data Connector Encumbrance Payable Lease	\$3,000
15	Standard Data Connector Encumbrance Construction Contract	\$3,000
16	Standard Data Connector Encumbrance Consultant Contract	\$3,000
17	Standard Data Connector Encumbrance Service Contract	\$3,000
Cost for Year 4		\$50,000.00*

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$48,000.00
2	O&M	\$48,000.00
3	Asset Rental	\$9,600.00
4	CPPM	\$48,000.00
5	AiM IQ	\$24,000.00
6	Go O/M (fka FiRE O/M)	\$24,000.00
7	Go Asset Management (fka FiRE Asset Management)	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request	\$25,000.00
11	AiMCAD	\$9,680.00
12	AssetSync	\$5,000.00
13	Space and SpaceSync	\$0
14	Business Automation Engine	\$1,000.00
15	Standard Data Connector Job Cost Recovery	\$600.00

16	Standard Data Connector External Charge	\$600.00
17	Standard Data Connector Direct Expense	\$600.00
18	Standard Data Connector Purchase Order Invoice	\$600.00
19	Standard Data Connector Service Contract Invoice	\$600.00
20	Standard Data Connector Receivable Lease Invoice	\$600.00
21	Standard Data Connector Payable Lease Invoice	\$600.00
22	Standard Data Connector Pay Application Invoice	\$600.00
23	Standard Data Connector Consult Contract Invoice	\$600.00
24	Standard Data Connector Encumbrance Purchase Order	\$600.00
25	Standard Data Connector Encumbrance Receivable Lease	\$600.00
26	Standard Data Connector Encumbrance Payable Lease	\$600.00
27	Standard Data Connector Encumbrance Construction Contract	\$600.00
28	Standard Data Connector Encumbrance Consultant Contract	\$600.00
29	Standard Data Connector Encumbrance Service Contract	\$600.00
Cost for Year 4		\$304,080.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 4		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 4		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$12,880.00
Cost for Year 4		\$12,880.00*

E. YEAR 5

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$48,000.00
2	O&M	\$48,000.00
3	Asset Rental	\$9,600.00
4	CPPM	\$48,000.00
5	AiM IQ	\$24,000.00
6	Go O/M (fka FiRE O/M)	\$24,000.00
7	Go Asset Management (fka FiRE Asset Management)	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request	\$25,000.00
11	AiMCAD	\$9,680.00
12	AssetSync	\$5,000.00
13	Space and SpaceSync	\$0
14	Business Automation Engine	\$1,000.00
15	Standard Data Connector Job Cost Recovery	\$600.00
16	Standard Data Connector External Charge	\$600.00
17	Standard Data Connector Direct Expense	\$600.00
18	Standard Data Connector Purchase Order Invoice	\$600.00
19	Standard Data Connector Service Contract Invoice	\$600.00
20	Standard Data Connector Receivable Lease Invoice	\$600.00
21	Standard Data Connector Payable Lease Invoice	\$600.00
22	Standard Data Connector Pay Application Invoice	\$600.00
23	Standard Data Connector Consult Contract Invoice	\$600.00
24	Standard Data Connector Encumbrance Purchase Order	\$600.00
25	Standard Data Connector Encumbrance Receivable Lease	\$600.00

26	Standard Data Connector Encumbrance Payable Lease	\$600.00
27	Standard Data Connector Encumbrance Construction Contract	\$600.00
28	Standard Data Connector Encumbrance Consultant Contract	\$600.00
29	Standard Data Connector Encumbrance Service Contract	\$600.00
Cost for Year 5		\$304,080.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 5		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 5		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$12,880.00
Cost for Year 5		\$12,880.00*

F. YEAR 6

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$50,400.00
2	O&M	\$50,400.00
3	Asset Rental	\$10,080.00
4	CPPM	\$50,400.00
5	AiM IQ	\$25,200.00
6	Go O/M (fka FiRE O/M)	\$25,200.00
7	Go Asset Management (fka FiRE Asset Management)	\$25,200.00
8	AiM GIS	\$5,040.00
9	Aim ANA	\$25,200.00
10	ReADY Request	\$26,250.00
11	AiMCAD	\$9,680.00
12	AssetSync	\$5,000.00
13	Space and SpaceSync	\$0
14	Business Automation Engine	\$1,000.00

15	Standard Data Connector Job Cost Recovery	\$600.00
16	Standard Data Connector External Charge	\$600.00
17	Standard Data Connector Direct Expense	\$600.00
18	Standard Data Connector Purchase Order Invoice	\$600.00
19	Standard Data Connector Service Contract Invoice	\$600.00
20	Standard Data Connector Receivable Lease Invoice	\$600.00
21	Standard Data Connector Payable Lease Invoice	\$600.00
22	Standard Data Connector Pay Application Invoice	\$600.00
23	Standard Data Connector Consult Contract Invoice	\$600.00
24	Standard Data Connector Encumbrance Purchase Order	\$600.00
25	Standard Data Connector Encumbrance Receivable Lease	\$600.00
26	Standard Data Connector Encumbrance Payable Lease	\$600.00
27	Standard Data Connector Encumbrance Construction Contract	\$600.00
28	Standard Data Connector Encumbrance Consultant Contract	\$600.00
29	Standard Data Connector Encumbrance Service Contract	\$600.00
Cost for Year 6		\$318,050.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 6		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 6		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$12,880.00
Cost for Year 6		\$12,880.00*

G. YEAR 7

Line No.	Module/Enterprise License Support & Maintenance	Cost
1	RE&L	\$52,920.00
2	O&M	\$52,920.00
3	Asset Rental	\$10,584.00
4	CPPM	\$52,920.00
5	AiM IQ	\$26,460.00
6	Go O/M (fka FiRE O/M)	\$26,460.00
7	Go Asset Management (fka FiRE Asset Management)	\$26,460.00
8	AiM GIS	\$5,292.00
9	Aim ANA	\$26,460.00
10	ReADY Request	\$27,563.00
11	AiMCAD	\$9,680.00
12	AssetSync	\$5,000.00
13	Space and SpaceSync	\$0
14	Business Automation Engine	\$1,000.00
15	Standard Data Connector Job Cost Recovery	\$600.00
16	Standard Data Connector External Charge	\$600.00
17	Standard Data Connector Direct Expense	\$600.00
18	Standard Data Connector Purchase Order Invoice	\$600.00
19	Standard Data Connector Service Contract Invoice	\$600.00
20	Standard Data Connector Receivable Lease Invoice	\$600.00
21	Standard Data Connector Payable Lease Invoice	\$600.00
22	Standard Data Connector Pay Application Invoice	\$600.00
23	Standard Data Connector Consult Contract Invoice	\$600.00
24	Standard Data Connector Encumbrance Purchase Order	\$600.00
25	Standard Data Connector Encumbrance Receivable Lease	\$600.00
26	Standard Data Connector Encumbrance Payable Lease	\$600.00

27	Standard Data Connector Encumbrance Construction Contract	\$600.00
28	Standard Data Connector Encumbrance Consultant Contract	\$600.00
29	Standard Data Connector Encumbrance Service Contract	\$600.00
Cost for Year 7		\$332,719.00*

Line No.	Single Sign On	Cost
1	Support & Maintenance	\$3,000.00
Cost for Year 7		\$3,000.00*

Line No.	Hosting	Cost
1	Hosting Services (100 Concurrent Users) \$130/user/month	\$156,000.00
Cost for Year 7		\$156,000.00*

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$12,880.00
Cost for Year 7		\$12,880.00*

H. ADDITIONAL SERVICES

Line No.	Additional Services	Cost
1	Change Order & Contingency Usage	\$403,919.40
Total Not to Exceed Amount		\$403,919.40¹ & ²

*Payment shall be made annually in advance.

**Project management services including project plan updates, enterprise integration oversight, meetings, and status calls required beyond Year 3 will require a change order. Services will be quoted at a rate of \$220/hr remote and \$325/hr onsite.

¹Payment shall be made monthly in arrears.

²Contractor may be asked to submit proposals/quotes for additional work not provided in Attachment A pursuant to Article 10 of Contract.

³Web Application support and maintenance includes (i) telephone, portal, and email support and (ii) development and deployment services performed by Contractor to ensure continued operation of the custom application. Specifically, Contractor will modify, test, and redeploy the Web Application when customer alerts it of usability/functionality issues arising after Software upgrades, environmental changes, etc. Importantly, Contractor relies on the County to inform it of a breakage or loss of functionality related to the Web Application; accordingly, County should fully test the Web Application in the non-production environment before upgrading production.

II. PAYMENT TERMS: Contractor shall reference Contract number on invoice. Payment shall be net forty-five (45) days after receipt of an invoice in a format acceptable to County and verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover Products and Services not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for Products or Services not provided or when Products or Services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any Products or Services involved or billed under this Contract and shall not be construed as acceptance of any part of the Products or Services.

II. INVOICING INSTRUCTIONS: Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address (if different from 1 above)
- c. Name of County agency or department
- d. County Contract number
- e. Service Dates
- f. Service Description
- g. Cost
- h. Contractor's Federal I.D. number
- i. Total

Invoices are to be sent directly to:

County of Orange OCIT/Finance
Attention: Accounts Payable
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701