



**COUNTY OF ORANGE
OFFICE OF INFORMATION TECHNOLOGY**

**CONTRACT MA-017-18010489
BETWEEN
THE COUNTY OF ORANGE
AND
ASSETWORKS LLC
FOR
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

TABLE OF CONTENTS

RECITALS	7
DEFINITIONS.....	8
ARTICLES	10
A. Governing Law and Venue.....	10
B. Entire Contract.....	10
C. Amendments.....	10
D. Taxes.....	10
E. Delivery	11
F. Final Acceptance/Payment	11
G. Warranty	11
H. Patent/Copyright Materials/Proprietary Infringement	12
I. Assignment or Sub-contracting	13
J. Non-Discrimination	13
K. Termination	13
L. Consent to Breach Not Waiver	14
M. Remedies Not Exclusive.....	14
N. Independent Contractor	14
O. Performance.....	15
P. Insurance Provisions.....	15
Q. Bills and Liens	17
R. Changes	17
S. Change of Ownership	17
T. Force Majeure.....	18
U. Confidentiality	18
V. Compliance with Laws	19
W. Freight (F.O.B. Destination).....	19
X. Pricing.....	19
Y. Waiver of Jury Trial	19
Z. Terms and Conditions.....	19
AA. Headings	19
BB. Severability	19
CC. Calendar Days.....	19

DD. Attorney’s Fees.....	19
EE. Interpretation	20
FF. Authority.....	20
GG. Employee Eligibility Verification.....	20
HH. Indemnification.....	20
II. Audits/Inspections	20
Additional Terms and Conditions	21
1. Scope of Work.....	21
2. Term of Contract	21
3. Standard of Performance	21
4. System Integration and Acceptance Testing.....	22
5. Authority Retained by County.....	23
6. Authorization Warranty	23
7. Breach.....	23
8. Security Failures	24
9. Business Documents.....	24
10. Change Request Process.....	24
11. Civil Rights.....	24
12. Compensation	24
13. Conditions Affecting Work	25
14. Conflict of Interest – (Contractor).....	25
15. Contractor’s Expense.....	25
16. Contractor’s Project Manager.....	25
17. Contractor Staff	25
18. Qualified Contractor Staff	26
19. Cooperative Agreement.....	26
20. County Data.....	26
21. County’s Project Manager	27
22. Debarment	27
23. Defaults.....	27
24. Disputed Amounts	28
25. Disputes	28
26. Documentation.....	29

27. Enhanced Security Measures	29
28. Employee Qualification Verification.....	31
29. Equal Employment Opportunity.....	31
30. Errors and Omissions.....	31
31. Fiscal Appropriations	31
32. Compatibility of Resources	31
33. General Security Standards.....	31
34. Gratuities	32
35. Information Access.....	32
36. Legal Entity	32
37. Limitation of Liability	32
38. Lobbying.....	33
39. News/Information Release	33
40. No Third-Party Beneficiaries.....	33
41. Non-Exclusivity.....	33
42. Non-Solicitation of Employees.....	33
43. Notice of Claims.....	34
44. Notices.....	34
45. Orderly Termination	35
46. Policies and Procedures	35
47. Project Schedule	35
48. Promotional/Advertisement.....	36
49. Publication.....	36
50. Qualified Contractor Staff	36
51. Relationship Management	36
52. Reports/Meetings.....	37
53. Security Audits	37
54. Security Policies	37
55. Service Level Commitment	37
56. Set-Off.....	38
57. Software License	38
59. Stop Work.....	38
60. Support and Maintenance	39

61. Trans-Border Data Flows	39
62. Usage	39
63. Waiver of Rights.....	39
64. Security Incident Related to County Data	39
65. Data Location	40
66. Security Management Services.....	40
67. Extraction of County Data	40
68. Anti-Malware Protections.....	40
69. Disaster Recovery Plan.....	41
70. Proprietary Rights (Ownership by the Contractor).....	41
71. Preparation for Successor to this Contract.....	41
72. Transition Period	42
73. Discovery.....	42
74. Counterparts.....	42
ATTACHMENT A	44
SCOPE OF WORK	63
ATTACHMENT B	44
COST/COMPENSATION	84
ATTACHMENT C	92
KEY PERSONNEL	107
ATTACHMENT D	108
PROJECT PLAN AND TIMELINE.....	108
ATTACHMENT E.....	109
HOSTING TERMS.....	109
ATTACHMENT F	111
SERVICE LEVEL AGREEMENT.....	111
ATTACHMENT G	113
TOOL CONTROL POLICY.....	113
ATTACHMENT H	115
AiM™ SOFTWARE LICENSE AGREEMENT.....	115
ATTACHMENT I.....	118
AiM™ SOFTWARE MAINTENANCE AGREEMENT.....	118
ATTACHMENT J	121

INFORMATION TECHNOLOGY USAGE POLICY 121
ATTACHMENT K 122
DELIVERABLE ACCEPTANCE FORM..... 122

**CONTRACT MA-017-18010489
BETWEEN
THE COUNTY OF ORANGE
AND
ASSETWORKS, LLC
FOR A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

This Agreement MA-017-18010489 for a Computerized Maintenance Management System (“CMMS”), hereinafter referred to as “Contract”, is made and entered into as of the date fully executed (“Effective Date”) by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology, hereinafter referred to as “OCIT”, and AssetWorks LLC, with a place of business at 1777 N. E. Loop 410, suite 1250, San Antonio, TX 78217, hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to individually as “Party” or collectively as “Parties”.

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

ATTACHMENTS

- Attachment A – Scope of Work
- Attachment B – Cost/Compensation
- Attachment C – Key Personnel
- Attachment D - Project Plan and Timeline
- Attachment E – Hosting Services
- Attachment F – Service Level Agreement
- Attachment G - Tool Control Policy
- Attachment H – AiM Software License Agreement
- Attachment I – AiM Software Maintenance Agreement
- Attachment J – Information Technology Usage Policy
- Attachment K – Deliverable Acceptance Form

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide a Computerized Maintenance Management System as further set forth herein;

WHEREAS, Contractor represented that its proposed services in its response shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County’s Board of Supervisors has authorized the County Procurement Officer or authorized Deputy Purchasing Agent to enter into this Contract to obtain a Computerized Maintenance Management System from Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

The following terms and acronyms shall have the meanings set forth below.

- a. **Acceptance Testing:** The term “Acceptance Testing” shall have the meaning set forth in Article 4, System Integration and Acceptance Testing, herein.
- b. **Annual Maintenance and Support:** The term “Annual Maintenance and Support” shall mean the Services set forth in Attachment I (AiM Software Maintenance Agreement) of the Contract.
- c. **Business Day:** The term “Business Day” or “business day”, whether capitalized or not and unless expressly specified otherwise, shall mean any day on which the County of Orange is open for business.
- d. **Calendar Day:** The term “Calendar Day” or “calendar day”, whether capitalized or not and unless expressly specified otherwise, shall mean any day of the week, month or year.
- e. **CEO:** The term “CEO” shall mean the County of Orange County Executive Office.
- f. **Change(s):** The term “Change(s)” or “change(s)”, whether capitalized or not and unless expressly specified elsewhere, shall mean any change, modification, action or decision with respect to the Services.
- g. **CMMS:** The term “CMMS” shall mean Computerized Maintenance Management System, which is the centralized software system described in Attachment A, Scope of Work, of the Contract.
- h. **Commercial Software:** The term “Commercial Software” shall mean Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- i. **Consent:** The term “Consent” or “consent”, whether capitalized or not and unless expressly specified otherwise, shall mean, with regard to either a specified or an applicable Party whose consent is required hereunder, the voluntary, freely-given, authorized approval of such Party, which may be withheld in such Party’s sole discretion, with no duty to be reasonable in the withholding of such approval.
- j. **Contractor Systems:** The term “Contractor Systems” shall mean the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services provided, however, the Contractor Systems do not include the County’s environment or resources.
- k. **County Data:** The term “County Data” shall have the meaning set forth in Article 20, County Data, herein.
- l. **Deliverable:** The term “Deliverable” shall mean tangible and intangible information or material that must be provided by Contractor to County under the terms of this Contract, including any such items furnished incident to the provision of Services.
- m. **Documentation:** The term “Documentation” or “documentation”, whether capitalized or not and unless expressly specified elsewhere, shall mean, with respect to any particular items: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to such items, or any component thereof; (ii) all user, operator, system administration, technical, training, support, and

other manuals and all other written, printed, electronic, or other format materials that represent, demonstrate, explain or describe the functional, operational or performance capabilities of such items; and (iii) all specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial or graphical materials, schematics, and other documents that represent, demonstrate, explain or describe such items.

- n. **End User:** The term “End User” or “end user”, whether capitalized or not and unless expressly specified elsewhere, shall mean the person upon whom County intends to confer the right to access and use the CMMS.
- o. **Go-Live:** The term “Go-Live” shall mean County’s acceptance of installation and customization of the CMMS after Contractor provides County written notice that the CMMS is fully functional and ready for access and use by County.
- p. **Hardware:** The term “Hardware” shall mean computer equipment and is contrasted with Software.
- q. **Incident:** The term “Incident” shall mean any event which is not part of the standard operation of a Service and which causes, or may cause, an interruption to, or a reduction in, the quality of that Service.
- r. **Including:** The term “Including” or “including”, whether capitalized or not and unless expressly specified otherwise, shall mean “including, but not limited to.”
- s. **Integration:** The term “Integration” shall mean to link together different systems and/or applications either physically or functionally.
- t. **Malware:** The term “Malware” shall mean software designed to infiltrate or damage a computer system without the owner's informed consent. Software is considered Malware based on the perceived intent of the creator rather than any particular features. Malware includes computer viruses, worms, Trojan horses, most rootkits, spyware, dishonest adware, crimeware and other malicious and unwanted software.
- u. **Products.** The term “Products” shall mean Contractor’s Software set forth in Attachment A, Scope of Work.
- v. **Service(s):** The term “Service(s)” shall mean the duties and tasks undertaken by Contractor to fulfill the requirements and specifications of this Contract, including but not limited to providing End Users web browser access to the Contractor Systems hosting the CMMS set forth in Attachment E, providing Annual Maintenance and Support set forth in Attachment I, and providing implementation of the CMMS set forth in Attachment A.
- w. **Software:** The term “Software” or “software”, whether capitalized or not and unless expressly specified elsewhere, shall mean computer programs and program objects of any kind (including object code and source code, and any intermediate forms or versions thereof), program set-up and customization parameters and data, and the tangible media on which any of the foregoing are recorded.
- x. **System Integration Testing:** The term “System Integration Testing” shall mean a high-level software testing process in which testers verify that all related systems maintain data integrity and can operate in coordination with other systems in the same environment. The testing process ensures that all subcomponents are integrated successfully to provide expected results.

- y. **Update:** The term “Update” shall mean any bugs, patches, fixes, enhancements, improvements to the Software provided in accordance with the Maintenance terms set forth in Attachment I, AiM Software Maintenance Agreement.
- z. **Intellectual Property Rights:** The term “Intellectual Property Rights” shall mean all enforceable intellectual property rights, including without limitation rights in trade secrets, copyrights, and patents.

ARTICLES

County General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflicts of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including its Attachments attached hereto and incorporated herein by reference, when accepted by Contractor in writing, constitutes the entire Contract between the Parties with respect to the matters herein. There are no restrictions, promises, warranties, understandings, agreements or undertakings other than those set forth or referred to herein. In the event of a conflict or inconsistency between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (i.e., those provisions set forth in the recitals and articles), and then the attachments. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have been incorporated into this Contract.

Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless authorized by County in writing in an amendment to this Contract. All automated end-user agreements (including, but not limited to, click-throughs, shrinkwrap, browse wrap and other non-negotiated terms and conditions) provided with any of the Services are specifically excluded from the Contract and null and void. All terms and conditions in such agreements do not constitute a part or amendment of this Contract and shall have no force and effect and shall be non-binding on either Party, its employees, agents, and other authorized users, even if access to or use of such Service requires affirmative acceptance of such terms and conditions.
- C. **Amendments:** Except as expressly provided herein, no changes, modifications, or amendments to the terms and conditions of this Contract are valid or binding on either Party unless made in writing and signed by the duly authorized representative of the Parties. No other act, document, usage, or custom shall be deemed to change, modify, or amend this Contract. Nor shall any oral understanding or agreement not incorporated herein be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions, whether oral or written, are valid or binding on the Parties unless agreed to in writing.
- D. **Taxes:** Intentionally Omitted.

- E. Delivery:** County reserves the right to refuse any Products or Services and to cancel all or any part of the Products not conforming to applicable specifications, drawings, samples or description, or Services that do not conform to the prescribed Attachment A, Scope of Work, in accordance with any applicable cure periods and other terms set forth herein. Acceptance of any part of the order shall not bind County to accept future shipments.
- F. Final Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) final acceptance of the CMMS shall not be deemed complete unless in writing and until Products and Services have actually been received, inspected and tested in accordance with the agreed upon acceptance testing procedure in Article 4, System Integration and Acceptance Testing, and 2) payment shall be made after the receipt of a proper invoice as detailed in Attachment B, Cost/Compensation.
- G. Warranty:**
- a. For ninety (90) days from the delivery of each Product and completion of each Service, Contractor represents and warrants that (i) Products and Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in Attachment A, Scope of Work), and (ii) the Products and Services will be free from material defects in materials and workmanship.
 - b. Contractor represents and warrants that the Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (e.g., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); (ii) do not contain any surreptitious programming codes, viruses, Trojan Horses, “back doors” or other means to facilitate or allow unauthorized access to County’s information systems; and (iii) do not contain any timer, counter, lock or similar device that inhibits or in any way limits County’s ability to use the CMMS for the term of this Contract.

Without limiting the generality of the foregoing, if County believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon County’s request, provide a new or clean install of the Software.
 - c. Contractor expressly represents and warrants that Contractor has the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the Services and to grant all rights and licenses granted or required to be granted by it under this Contract.
 - d. Contractor expressly represents and warrants that Contractor has not and will not assign or otherwise enter into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Contract.
 - e. Contractor expressly represents and warrants that the Services covered by this Contract do not infringe any intellectual property rights of any third party and there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
 - f. For ninety (90) days from the date support is provided or performance of the Service, Contractor warrants that its support and customer service and assistance will be performed in accordance with generally accepted industry standards.
 - g. Contractor represents and warrants that Contractor will perform the Services in a timely, professional, and workmanlike manner, with a level of care, skill, practice, and judgment

- consistent with generally accepted industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications and will devote adequate resources to meet Contractor's obligations under this Contract.
- h. Contractor represents and warrants that it will not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of the Services under this Contract.
 - i. Unless otherwise specified in Attachment A, Scope of Work:
 - i. Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - ii. Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by County, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor or as indicated in Attachment A, Scope of Work, or (C) misuse by County.
 - j. All warranties, including special warranties, specified elsewhere herein, shall inure to County, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services. If Contractor breaches a warranty, County may terminate the Contract without penalty for cause pursuant to Article K, and may be entitled to all other applicable rights and remedies.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials or any part thereof in the performance of this Contract. Contractor represents and warrants that any materials (e.g., Software, documentation, specifications) or any part thereof, as modified through the Services provided under this Contract, will not infringe upon or misappropriate any patent, copyright, trademark, trade secret, or any other proprietary right, of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article HH, Indemnification, it shall indemnify, defend and hold County and County Indemnitees harmless from and against any and all such claims, suits, or proceedings, alleging that any materials or Services provided hereunder, including the use or operation of such materials or Services, infringes on or misappropriates a patent, copyright, trademark, trade secret, or any other proprietary right, and be responsible for payment of all costs, damages, penalties, and expenses, related to or arising from such claim(s), suit(s), or proceeding(s), including, but not limited to, attorney's fees, costs, and expenses.

In the event any materials or any part thereof, as modified through the Services provided under this Contract, is or becomes the subject of a claim of infringement or misappropriation of a patent, copyright, trademark, trade secret, or any other proprietary right, or is enjoined, Contractor at its own expense will, with all reasonable speed and due diligence, provide or otherwise secure for County, at Contractor's expense and election, subject to County approval not to be unreasonably withheld, one of the following: (a) the right to continue use of any such materials or any part thereof to the full extent contemplated by this Contract; (b) an equivalent system having the specifications as provided in this Contract; or (c) modification of the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system and meeting the requirements of this Contract. If none of these options are available on commercially reasonable terms and County must stop using the affected Services provided under

this Contract and Contractor will refund to County, the prorated sums County has paid to Contractor for the affected Services based on a five year depreciated value. Alternatively, County may immediately terminate the Contract in accordance with Article K, or applicable portions thereof, without penalty for cause and Contractor will refund to County any sums County has paid to Contractor for unused Services.

- I. Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express prior written consent of County. Contractor shall provide County no less than sixty (60) calendar days' written notification of its intent to assign, sell, delegate or otherwise dispose of the rights and obligations of this Contract. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express prior written consent of County shall be void and invalid and shall constitute a material breach of this Contract.

In the event that Contractor is authorized by County to subcontract, this Contract shall prevail. All matters related to this Contract shall be handled by Contractor with County; County will have no direct contact with the subcontractor in matters related to this Contract. The approval to subcontract shall not relieve Contractor in any way of its responsibility for performance of the work. Contractor is solely responsible for the performance of work under this Contract. Contractor will remain responsible and liable for acts and omissions of each subcontractor to the same extent as if such acts or omissions were by Contractor. Any noncompliance by any subcontractor with provisions of this Contract will constitute breach by Contractor. Furthermore, County maintains its authority and right to approve all work performed, as stated elsewhere in this Contract.

In addition, Contractor shall give County immediate notice in writing of any legal action or suit filed and prompt notice of any claim, suit, or proceeding made against Contractor, by any subcontractor, which may result in litigation related to this Contract or a subcontractor under this Contract or which may affect Contractor's performance of duties under this Contract. Contractor agrees that, in accordance with the more specific requirement contained in Article HH below, it shall indemnify, defend and hold County and County Indemnitees harmless from and against any and all subcontractor claims, suits, or proceedings, and be responsible for payment of all costs, damages, penalties, and expenses, related to or arising from a subcontractor's claim(s), suit(s), or proceeding(s), including, but not limited to, attorneys fees, costs and expenses.

- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including, but not limited to, Section 1720 et seq. of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Cause shall include, but not be limited to, Contractor's breach of the Contract, Contractor's misrepresentation or fraud, Contractor's Change of Ownership without County's prior written approval, any conduct by Contractor that may expose County to liability or endanger the value,

integrity, or security of County systems), County Data, or County's facilities or personnel, and Contractor's default under the Contract. County's decision to exercise the right to terminate this Contract relieves County of all further obligations under the Contract. Contractor is not entitled to make any claim against County resulting from any subcontractor claim against Contractor or County to the extent inconsistent with this provision.

Contractor reserves the right to terminate the Contract, for any reason, with a hundred eighty (180) calendar day written notice of termination. Such termination without cause may include all or part of the Services described herein (but exclusive of the perpetual licenses provided hereunder). The Parties may mutually terminate this Contract by written agreement at any time. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, survive any termination or expiration of this Contract.

Upon such termination, payment will be made to Contractor for Deliverables provided and Services rendered in conformance with this Contract and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver within thirty (30) calendar days to County and transfer title (if necessary and subject to the terms and conditions of this Contract, including all attachments) for all completed work, and work in progress, which was the original material provided by and owned by County.

- L. Consent to Breach Not Waiver:** Any action or inaction by County or failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to enforce any right or provision contained herein shall not be construed as a waiver or relinquishment by County of its rights hereunder and shall not prevent County from enforcing such provision or right on any future occasion. Further, no term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. No course of dealing by either Party in exercising of its rights shall constitute a waiver or excuse for breach of a term or provision of this Contract.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by current or future law, rather than exclusive. The expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. Independent Contractor:** This Contract shall in no event be construed in such a way that either Party constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other Party. Contractor is and shall at all times be an independent contractor with regard to all performance under this Contract. Neither Party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein. Contractor's and its subcontractors' employees who provide services pursuant to this Contract, or who at any time are located or provide services on County's premises, shall remain the respective employees of Contractor or its subcontractors, as applicable, and Contractor and its subcontractors shall have sole responsibility for all such employees, including responsibility for payment of all compensation to them, the provision of employee benefits to them, and responsibility for injury to them in the course of their employment. Neither Contractor, nor any employee or subcontractor or anyone working for or with Contractor, shall be considered an agent or an employee of County. Neither Contractor, nor

its employees, subcontractors nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County. Contractor and its subcontractors shall be responsible for all aspects of labor relations with such employees, including their hiring, supervision, evaluation, discipline, firing, wages, benefits, overtime, and job and shift assignments, and all other terms and conditions of their employment, and County shall have no responsibility whatsoever for any of the foregoing.

- O. Performance:** Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; as specifically set forth in Attachment A, Scope of Work, shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by its subcontractors.
- P. Insurance Provisions:** Prior to the provision of Services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates on deposit with County during the entire term of this Contract. County reserves the right to request the declarations pages showing all endorsements.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall be specifically approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report. Contractor shall be responsible for reimbursement of any deductible to the insurer.

If Contractor fails to maintain insurance consistent with this Contract for the full term of this Contract, County may terminate this Contract in accordance with Article 7, Breach.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- b. A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County, its elected and appointed officials, officers, agents and employees.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the County agency/department address listed in Article 44, Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, this failure may

constitute a material breach of the Contract, upon which County may immediately suspend or terminate this Contract without penalty.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the County of Orange Risk Manager as appropriate to adequately protect County. Any increase will need to be mutually agreed upon.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

Q. Bills and Liens: Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises. If any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article HH, Indemnification, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from the lien or charge.

R. Changes: Contractor shall make no changes in the work or perform any additional work without County's express prior written consent.

~~**S. Change of Ownership:** Any change or transfer in ownership of Contractor requires express prior written consent from County for this Contract to be assigned to the new owners. If County provides such consent, Contractor agrees that when the change or transfer in ownership of Contractor's business occurs before expiration or termination of this Contract, the new owners will be contractually required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the reasonable satisfaction of County. If County does not provide such consent, County reserves the right to terminate this Contract immediately without penalty, as stated in Article K, Termination.~~

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.

- T. Force Majeure:** Contractor shall not be in breach of this Contract during any delay beyond the time named for the performance of this Contract to the extent such delay is caused by any act of God, war, civil disorder, employment strike, or other cause, beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies to end the delay and minimize the effects of such delay. In the event of such a delay, County may suspend its performance hereunder until such time as Contractor resumes performance. County may terminate this Contract by written notice to Contractor if the delay continues substantially uninterrupted for a period of five (5) business days or more. No Force Majeure event excuses Contractor's other obligations under this Contract.

Notwithstanding the foregoing or any provision of this Contract, in no event will the following be considered a Force Majeure event: (a) shutdowns, disruptions, or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunication failures that are not limited to the Contractor Systems; and (b) the delay or failure of any Contractor personnel (including subcontractors) to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure event.

- U. Confidentiality:** The Parties agree to maintain the confidentiality of the other Party's records and information provided under this Contract pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by the Parties' staff, agents and employees, except as may be required by the California Public Records Act. Contractor will not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose, County Data to third parties other than employees, agents, or subcontractors who require County Data for performance of this Contract and will not use such County Data for any purpose other than for performance of this Contract. Contractor will advise and require its employees, agents, and subcontractors of their obligations to keep all County Data confidential in compliance with this Article.

Contractor shall immediately report to County any and all unauthorized disclosures or uses of County Data or suspected or threatened unauthorized disclosures or uses of County Data of which Contractor or Contractor's employees, agents and/or subcontractors is aware or has knowledge or reasonable belief. Contractor acknowledges that any unauthorized publication or disclosure of County Data to others or unauthorized use of County Data may cause immediate and irreparable harm to County. If Contractor should publish, disclose, or use such County Data without

authorization, or threaten such action, County shall immediately be entitled to injunctive relief and any other remedies to which it is entitled under law or equity, without requiring a cure period. Contractor shall, in accordance with the more specific requirements contained in Paragraph HH below, indemnify, defend, and hold County and County Indemnitees harmless from and against any and all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) relating to or arising from Contractor's unauthorized publication, use, or disclosure of County Data.

- V. Compliance with Laws:** The Parties each represent and warrant that it shall at all times perform its obligations hereunder in compliance in all material respects with all applicable federal, state, and local laws and regulations of all applicable domestic jurisdictions, including, without limitation, any applicable requirements of any federal, state, and local authority regulating health, safety, employment, civil rights, the environment, Hazardous Materials, privacy, confidentiality, security, exportation, or telecommunication, and all applicable laws and regulations relating to the collection, dissemination, transfer, storage and use of data, specifically including, without limitation, the privacy and security of confidential, personal, sensitive or other protected data.

Contractor further represents and warrants that Services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County.

Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article HH, Indemnification below, Contractor agrees that it shall defend, indemnify and hold County and its indemnitees harmless from all third party liability, damages, costs and expenses arising from or related to a violation of such laws by Contractor.

- W. Freight (F.O.B. Destination):** Intentionally omitted.
- X. Pricing:** The Contract price which is set forth in Attachment B, Cost/Compensation, includes full compensation for providing all required Products in accordance with required specifications, and Services as specified herein, including Attachment A, Scope of Work, and no additional compensation will be allowed, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** Intentionally omitted.
- Z. Terms and Conditions:** The Parties each acknowledge that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning herein.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision herein is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing it, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and that this Contract constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** Contractor represents and warrants that it is and will be in full compliance with all Federal and State statutes and regulations regarding the employment of aliens (as that term is defined in applicable statutes and/or regulations) and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal or State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 *et seq.*, as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which the County of Orange's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any and all third party claims, demands, suits, actions, proceedings, or liability, of any kind or nature that does or is alleged to arise from or relate to the Services, products or other performance provided by Contractor (including its employees, agents, officers, and subcontractors) pursuant to this Contract. Contractor will not, without County's express prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, suit, action, or proceeding. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor, for the purpose of auditing or inspecting any aspect of

performance under this Contract, including Contractor's compliance with any term, condition or provision of this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract. County will provide reasonable notice of such an audit or inspection. Failure to allow County prompt and full access as stated above may result in a material breach of this Contract.

County reserves the right to audit and verify Contractor's records before final payment is made, provided such audit does not delay payment by more than thirty (30) days except to the extent caused by Contractor.

Contractor will maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. These records shall be stored in United States for the three (3) years unless County's Deputy Purchasing Agent provides express prior written consent for storage in another location.

Additional Terms and Conditions

1. **Scope of Work:** The Scope of Work for this Contract is attached hereto as Attachment A. Contractor must provide the Services in accordance with the standards of performance set forth in Article 3, Standard of Performance.
2. **Term of Contract:** The Term of the Contract is for ~~three~~ **five (5)** consecutive years from the December 5, 2017 **through and including December 4, 2022**. The Contract may be renewed for ~~two~~ **one (1)** consecutive 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.
3. **Standard of Performance:** Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a contractor performing services of a similar scope and purpose and magnitude as the Services to be provided under this Contract. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of County and with respect to that information, Contractor agrees to maintain and hold such information confidentially using such care as it would to protect its own confidential information of like importance, which in no event shall be less than reasonable care.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors, to the extent applicable, or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to County and delivered in a timely manner consistent with the requirements of this Contract.

Contractor holds itself out as an expert in the Services in this Contract. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which advice is handled or Services are rendered will be evaluated in light of Contractor's superior skill. Contractor shall perform work in a professional manner consistent with industry standards and practices.

If Services fail to comply with the Contract, including the requirements contained in Attachment A, Contractor must perform again, at its own expense. This provision in no way limits County's rights against Contractor either under this Agreement, at law or in equity.

- 4. System Integration and Acceptance Testing:** All Deliverables shall be provided to County by Contractor in conformity with this Contract, including Attachment A, Scope of Work. Contractor shall at all times utilize complete and thorough System Integration and Acceptance Testing Procedures and appropriate Acceptance Criteria, all of which shall be subject to review and approval by the County's Project Manager. No such deliverables shall be deemed completed until mutually agreed upon by the Parties in writing per Attachment K - Deliverable Acceptance Form.
- A. System Integration Testing: Contractor shall conduct and complete System Integration testing as applicable prior to notifying County that any component is ready for Acceptance Testing. Contractor is responsible for the mitigation of the cause of any failed Acceptance Criteria during System Integration Testing.
- B. Acceptance Testing: Following Contractor's notification to County that Contractor has completed any component or Deliverable identified in this Contract, at a mutually agreed scheduled time thereafter, County shall begin testing the component or Deliverable to determine whether such component or Deliverable conforms to the applicable specifications and/or standards (collectively, the "Acceptance Criteria"). After County has completed such testing or upon expiration of the agreed-upon testing period (7 days) (the "Acceptance Testing Period"), County shall notify Contractor in writing either that the component or Deliverable: (a) meets the Acceptance Criteria and that acceptance of such component or Deliverable has occurred ("Acceptance"); or (b) does not meet the Acceptance Criteria and the reasons therefor. If the component or Deliverable is identified as being part of a larger, integrated system being developed thereunder, then any Acceptance under the terms of this subsection shall be understood as being conditional acceptance ("Conditional Acceptance"), and such component or Deliverable shall be subject to Final Acceptance, as described below.
- C. Cure: If County determines that a component or Deliverable does not conform to the applicable Acceptance Criteria, and that it is in County's interest to allow Contractor time to correct the problem, County shall deliver to Contractor a written exception report describing the nonconformity (the "Exception Report"). Within ten (10) calendar days following receipt of the Exception Report, Contractor shall: (a) perform a Root Cause Analysis to identify the cause of the nonconformity; (b) provide County with a written report detailing the cause of, and procedure for correcting, such nonconformity; (c) provide County with satisfactory evidence that such nonconformity will not recur; and (d) use commercially reasonable efforts to correct all errors reasonably requested by County and accepted by Contractor; provided, however, that if the nonconformity of critical errors is incapable of cure within such ten (10) calendar day period then, within such ten (10) calendar day period, Contractor shall present to County a mutually agreeable plan to cure such nonconformity within a reasonable amount of time. Upon Contractor's notice to County that Contractor has cured any such nonconformity, County shall re-test the defective component or Deliverable for an additional testing period of up to thirty (30) calendar days or such other period as the Parties may mutually agree upon in writing, at the end of which period the process described in subsection (a.) above shall be repeated. In the event County rejects, the component or Deliverable a second time and Contractor disagrees with such rejection, then the Parties shall escalate the issue(s) to senior management of both Parties for mutual resolution.

- D. **Final Acceptance:** Upon achievement of Conditional Acceptance for all identified components or Deliverables, County shall begin testing the System that is comprised of such components or Deliverables using the applicable test procedures and standards to determine whether such System performs as an integrated whole in accordance with the Acceptance Criteria. After County has completed such testing or upon expiration of the testing period (the "Final Acceptance Testing Period"), County shall notify Contractor in writing that the System, and all components and Deliverables that are a part thereof: (a) meet the Acceptance Criteria and that final acceptance of the System and such components and Deliverables has occurred ("Final Acceptance"); or (b) does not meet the Acceptance Criteria and the reasons therefor. If County determines that the Acceptance Criteria have not been so met, the process described in subsection (b) above shall be initiated, with all references to "component or Deliverable" being references to the "System," and all references to the "Acceptance Testing Period" being references to the "Final Acceptance Testing Period." Neither Conditional Acceptance, Acceptance nor Final Acceptance by County shall constitute a waiver by County of any right to assert claims based upon defects not discernible through conduct of the applicable test procedures and subsequently discovered in a component or Deliverable or the System following County's Final Acceptance thereof. Nothing else, including County's use of the System, or any component thereof, shall constitute Final Acceptance, affect any rights and remedies that may be available to County and/or constitute or result in "acceptance" under general contract law, any state uniform commercial code or any other law.
5. **Authority Retained by County:** County shall have and at all times retain the exclusive right and authority to: (a) define, determine, and control the County's CMMS-related policies, strategies, objectives, and goals; (b) define, determine, and alter any or all of the County's business processes; and (c) assess Contractor's quality and performance. Contractor shall, at all times during the Term, perform and provide the Services in accordance with the strategies, processes, and policies described in the immediately preceding sentence, subject to the terms of this Contract.
6. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
7. **Breach:** The failure of Contractor to materially comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract. Further, any willful departure from the provisions, covenants, requirements or conditions of this Contract and/or omission of any of its essential parts shall be a material breach of this Contract. In the event of a material breach, County may, in addition to any other remedies available at law, in equity, or otherwise specified in this Contract, do any of the following:
- a. Afford Contractor written notice of the breach and, if the breach is curable, ten (10) calendar days or such shorter time that may be specified in this Contract, within which Contractor is to cure the breach;
 - b. Delay payment to Contractor as a set-off for and during the period in which Contractor is in breach until such time as the damages for breach, if any, are finally determined or as agreed by the Parties;
 - c. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed in this Contract; and

d. Terminate the Contract immediately without penalty.

Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

8. **Security Failures:** Any failure of the Services to meet the requirements of this Contract with respect to the security of County Data, including any related backup, disaster recovery, or other policies, practices, or procedures, and any breach or violation by Contractor or its subcontractors, or the employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees for Hosting Services and Support and Maintenance Services prepaid by County prorated to the date of such termination. The remedy provided in this Article shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Contract.
9. **Business Documents:** At the request of County, Contractor must provide copies of its latest articles of incorporation, by-laws, or partnership agreement, as applicable.
10. **Change Request Process:** Contractor and County will utilize an integrated change request process to manage changes in work under this Contract. All change requests must be in writing and submitted to the Contractor's Project Manager and the County's Project Manager. Each change request must include an estimate of the impact to cost, schedule, scope and quality. Contractor will continue performing the Services in accordance with the original Contract unless otherwise agreed upon by the Parties. Work shall not commence on any new activities related to the change request until all Parties agree in writing to the change request. County has the right to decrease the scope of Services. Parties will cooperate to mutually agree on any reduction in associated fees .
11. **Civil Rights:** Contractor attests that Services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
12. **Compensation:** Contractor agrees to accept the compensation in the manner specified, as set forth in Attachment B, Cost/Compensation, as full remuneration for (a) performing all Services and furnishing all staffing and materials required under this Contract, (b) any reasonably unforeseen difficulties which may arise or be encountered in the performance of the Services until acceptance, (c) risks connected with the Services, and (d) performance by Contractor of all its duties and obligations required herein as they now exist or may hereafter be amended. County has no obligation to pay any sum in excess of the total Contract amount specified herein unless authorized by written amendment. Any terms and conditions in Contractor's invoice shall be deemed to be solely for the convenience of Contractor and no such term or condition shall be binding upon the Parties.

Except for the payment of its fees, neither Contractor nor Contractor's agents, employees or subcontractors, are entitled to any damages from County, nor is any Party entitled to be reimbursed by County, for damages, charges, or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by County. Notwithstanding the foregoing, delays or hindrance attributable to County and not Contractor may result in scope and fee changes as mutually agreed by the Parties in writing.

- 13. Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to reasonably know the general conditions which can affect the work or the cost thereof. Any unreasonable failure by Contractor to do so shall not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this Contract concerning the nature, location(s), or general conditions of the Contract, unless such understanding or representations by the County are expressly stated in the Contract and the Contract expressly provides that the County assumes the responsibility.
- 14. Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, relatives, sub-tier contractors; and third parties associated with accomplishing work and Services hereunder. Contractor’s efforts shall include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
- 15. Contractor’s Expense:** Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, travel, parking, and any and all “out of pocket” expenses incurred by Contractor during the performance of the Services under this Contract, unless otherwise specified. Contractor shall be responsible for payment of all parking costs and expenses incurred at a County facility while performing work under this Contract, except to the extent the County facility has free parking available to the public and Contractor makes appropriate use of this free parking. However, County will at no point provide free parking to Contractor in the County Civic Center.
- 16. Contractor’s Project Manager:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract and who will ensure that Contractor personnel interface with County personnel in a manner conducive to facilitating Contractor’s performance of the Services under this Contract, including the timely evaluation and testing of the Services, as described in Article 4, System Integration and Acceptance and Testing. Contractor represents that the individual designated as the Contractor’s Project Manager is, and promises that any replacement holder of such position shall be, an experienced manager. County shall have the right to participate (by providing input and recommendations) in the final selection of, the Contractor’s Project Manager. Without the prior written consent of the County’s Project Manager, which consent shall not be unreasonably withheld, Contractor shall not voluntarily replace or reassign the individual serving as the Contractor’s Project Manager during the first twelve (12) months after the date that such individual commences performing the duties of the Contractor’s Project Manager hereunder. The Contractor’s Project Manager shall at all times: (i) act as the primary liaison between Contractor and the County’s Project Manager; (ii) have overall responsibility for directing all of Contractor’s activities hereunder, including directing the performance of all Services from inception through completion; (iii) be vested with the necessary authority to fulfill all of the responsibilities of the Contractor’s Project Manager described in this Contract; and (iv) coordinate and conduct periodic program review sessions with County to discuss Attachments and any relevant technical aspects of Contractor’s performance under this Contract.
- 17. Contractor Staff:** Contractor shall provide personnel who are suitably skilled, experienced and qualified to perform the Services. The key personnel for implementation shall include those

individuals listed in Attachment C, Key Personnel, except to the extent Contractor substitutes or replaces the personnel with personnel having the necessary skills, training and experience in performing the implementation Services. In addition to the rights set forth in Article 21, County's Project Manager, the County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing Services to County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's Project Manager.

- 18. Qualified Contractor Staff:** Contractor shall, at all times, make available appropriate and sufficient numbers and types of qualified Contractor personnel, in addition to the Contractor's Project Manager, to timely perform Contractor's obligations hereunder, in accordance with this Contract. In the event that Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor personnel, Contractor shall promptly, either: (a) take such action with respect to such Contractor personnel, including promptly providing appropriate training, education, or orientation, as necessary for such Contractor personnel to meet the applicable requirements set forth in this Article; or (b) in the event that County has notified Contractor that such Contractor personnel does not meet the applicable requirements, remove and replace such Contractor personnel with an appropriately qualified individual, in accordance with this Contract, and such position shall be filled by a qualified person no later than thirty (30) calendar days following the date of removal or replacement.
- 19. Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange Agencies/Departments. A political sub-division and County of Orange Agency/Department wishing to use this Contract will be responsible for issuing its own purchase documents/price agreements, providing its own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this Contract into an electronic commerce system.

Contractor is required to maintain a list of the cooperatively participating County Agencies/Departments and other political sub-divisions that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on an annual basis to the County lead agency.

- 20. County Data:** All materials, documents, data, reports, information, or other materials obtained from County data files or any County medium furnished to Contractor in the performance of this Contract and the creation or modification of such materials, documents, data, reports, information, or other materials created or modified by County through its use of the CMMS, including all intellectual property rights in or pertaining to the same, ("County Data") shall be owned solely and exclusively by County and will at all times remain the property of County. For clarity, County Data does not include the Contractor's Software, which is the intellectual property of Contractor. County Data also includes user identification information and metadata which may contain County Data or from which County Data may be ascertainable. To the extent there is any uncertainty as to whether data constitutes County Data, the data in question shall be treated as County Data. Contractor acknowledges and agrees that, as between the Parties, County owns all right, title, and interest in,

and all intellectual property rights in and to, all County Data. Such County Data may not be used or copied for direct or indirect use by Contractor, except as required in connection with performance of its duties under this Contract or as specifically directed by County in writing. Contractor must keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss, and Contractor may not otherwise use, disclose, modify, merge with other data, commercially exploit, make available or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data, except as expressly permitted herein or as expressly directed by County in writing. All County Data, including copies, must be promptly returned or delivered to County upon expiration or earlier termination of this Contract pursuant to Article 45, Orderly Termination. In addition, Contractor shall provide County upon reasonable request a copy of any County Data, reports and other documents or materials created by or obtained from County being stored by Contractor under this Contract.

In addition, all documents, data, studies, reports, work product, or product created exclusively for County by Contractor or on behalf of Contractor using County Data as a result of the performance of the Contract shall constitute the property of County. Except as required to provide the Services under this Contract, it shall be a breach of this Contract for Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from County or any documents created hereby whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract, Contractor shall be responsible for any loss or damage to this material and County Data while it is in Contractor's possession, and any such loss or damage shall be restored from the current backup at the expense of Contractor, except to the extent the loss or damage is directly caused by County (i.e., County's deletion, correction, destruction, damage, loss or failure to store any County Data), in which case, restoration will be at County's expense.

21. **County's Project Manager:** County represents that the individual designated as the County's Project Manager is, and shall ensure that any replacement holder of such position shall be, an experienced manager who is knowledgeable as to County, its respective businesses, business practices, functions, and related activities, and its respective systems, requirements, and needs. The County's Project Manager shall at all times: (a) act as the primary liaison between the County and the Contractor's Project Manager; (b) have overall responsibility for directing and coordinating all of County's activities hereunder; and (c) be vested with the necessary authority to fulfill all of the responsibilities of the County's Project Manager described in this Contract. The County's Project Manager and key sponsors shall have the right to require the removal and replacement of the Contractor's Project Manager from providing Services to County under this Contract. The County's Project Manager shall notify Contractor of such action and seek replacement of such individual. Contractor shall accomplish the removal within three (3) calendar days after written notice by the County's Project Manager.
22. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.
23. **Defaults:** The following constitute events of default:

- a. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to County.
 - b. Failure, as a result of insolvency, filing for bankruptcy, or assignment for the benefit of creditor, to perform the Services in a manner reasonably satisfactory to County.
 - c. Discontinuance of the Services for reasons within Contractor's reasonable control.
 - d. Contractor's repeated or continued violations of County ordinances unrelated to performance under the Contract that in the reasonable opinion of County indicate a willful or reckless disregard for County laws and regulations.
- 24. Disputed Amounts:** County may withhold payment of fees or any other charges otherwise due to Contractor under this Contract to the extent that County disputes such charges in good faith. In such case, County shall provide to Contractor a reasonably detailed written explanation of the basis for the dispute within thirty (30) days, reasonably cooperate with Contractor to resolve such dispute, and shall continue to make payments of undisputed amounts as otherwise provided in this Contract. If any disputed amounts are later determined to have been improperly withheld (i.e., properly charged by Contractor), then County shall be obligated to pay the withheld amount in accordance with this Contract, until paid in full. If any paid amounts are later disputed by County and determined to have been improperly paid (i.e., improperly charged by Contractor), then Contractor shall promptly pay County, in cash, the improperly paid amount. The failure of County to withhold payment shall not waive any other rights County may have with respect to disputed amounts or overpayments. Except as otherwise provided herein, any dispute relating to amounts owed by a Party hereunder, shall be considered a disagreement. This right to withhold is in addition to, and not a limitation of, any other remedies available to County. Contractor may not fail to perform or suspend performance of any Services hereunder by reason of County's good faith withholding of any payment or amount in accordance with this Article. Contractor's failure to perform shall be considered a material breach of this Contract.
- 25. Disputes:**
- a. The Parties shall deal in good faith and attempt to resolve disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the Deputy Purchasing Agent, a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official of Contractor indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor will diligently proceed with the performance of this Contract, including the delivery

of Products and/or provision of Services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If County fails to render a decision within thirty (30) calendar days after receipt of Contractor's demand, it shall be deemed a final decision averse to Contractor's contentions. County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within one hundred twenty (120) calendar days following the date of delivery of County's final decision to Contractor or one (1) year following the accrual of the cause of action, whichever is later.

Nothing in this Article shall be construed as affecting County's right to terminate the Contract as set forth elsewhere in this Contract.

26. Documentation:

- a. Contractor will provide to County, at no additional charge, all Documentation as described in Attachment A, Scope of Work, and updated versions thereof, when available. Documentation may be provided electronically and County may duplicate for County's internal purposes.
- b. County agrees to include Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by Contractor.

27. Enhanced Security Measures: County may, in its discretion, designate certain areas, facilities, or CMMS systems as ones that require an enhanced level of security and access control other than those expressly required by this Contract. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. If commercially reasonable, Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such enhanced security and access measures and procedures as of such date. County will be responsible for any additional cost required by changes. If required, County will be responsible for coordinating and providing necessary sponsorships, consulting, and auditing services required to attain County mandated enhanced security measures; e.g., CJIS.

a. Security Requirements:

System security is a critical need for the County. The CMMS shall be hosted on Amazon Web Services (AWS) GovCloud (US). Contractor Hosting Service shall be:

- i. FedRAMP compliance certified.

b. Information Technology:

Contractor shall host data by a FedRAMP and NIST 800-53 certified cloud-based platform. The system shall support Single Sign On authentication model using County's Active Directory. The system shall be hosted within the US. The system shall be able to backup all data and files created by the County and submit to County on request per County acceptable format.

c. CJIS Security Policy Area 10 – Systems and Communications Protection and Information Integrity:

FBI CSP Ver 5.4	Requirement	NIST 800-53 Rev.4 Controls	FBI Appendix A – Cloud Control Catalog	Responsibility	Agency Details Recommendations	Provider Details
5.10.1.3	Intrusion Detection Tools and Techniques : Agency shall implement network-based and or host-based intrusion detection tools.	SC-7(19), SI-4, SI-4(1), SI-4(2), SI-4(4), SI-4(5), SI-4(7), SI-4(9), SI-4(11), SI-4(12), SI-7, SI-7(1), SI-7(7)	Control applied to the overall supported agency CJIS data structure, both inside and outside a cloud computing environment, and have no special requirements specific to cloud computing deployments.	Shared	<p>(Agency recommendation) Customers and partners are responsible to deploy necessary intrusion detection solutions in the data environment.</p> <p>(Agency details) The agency has an incident detection system to monitor all network traffic and host-based intrusion detection product is installed on all servers and workstations. In addition, the agency reviews all logs on a periodical basis for any anomalies.</p>	Cloud provider has security monitoring tools including intrusion detection systems and prevention systems, log management systems, log correlation systems and processes are in place to identify system anomalies. If issues are identified, the incident response team is engaged and the incident response plan and notification procedure

						es are initiated.
--	--	--	--	--	--	-------------------

- 28. Employee Qualification Verification:** Subject to and in accordance with applicable law, Contractor, prior to hiring an individual as Contractor personnel and at Contractor's sole expense, shall have appropriately verified the qualifications of such individual and conducted a criminal background check. Within thirty (30) days of the Effective Date, Contractor will certify in writing to County that each employee of Contractor and any subcontractor working on site at County meets all employee qualifications required in this Contract and under law. Failure to provide after written notice by County such certification constitutes a material breach of this Contract.
- 29. Equal Employment Opportunity:** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 30. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the Contractor's Project Manager and appropriate Key Personnel attached hereto (Attachment C), prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County shall discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or other written documents shall be returned to Contractor for correction in accordance with Article 4, System Integration and Acceptance Testing. Should County or others discover errors or omissions in the reports, files, or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files, or other written documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files, or other written documents shall be returned to Contractor for correction in accordance with Article 3, Standard of Performance.
- 31. Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not forthcoming, the Contract shall be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty. If terminated, payment will be made to Contractor for Deliverables provided and Services rendered in conformance with this Contract (including acceptance provisions) prior to the effective date of termination.
- 32. Compatibility of Resources:** Contractor shall be responsible for developing and/or modifying interfaces as detailed in Attachment A, Scope of Work.
- 33. General Security Standards:** Contractor will use industry standards and practice to prevent unauthorized access to County systems or County Data through the Software. At all times during the term, Contractor shall maintain a level of security with regard to the Contractor Systems that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry standards and practices. Contractor shall maintain appropriate administrative, physical, technical, and procedural safeguards to secure County Data in

Contractor's possession from data breach, protect such County Data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, Disabling Devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County Data and the Services, to the extent not directly caused by County.

- 34. Gratuities:** Contractor represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation or warranty, County shall have the right to terminate the Contract, either in whole or in part. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 35. Information Access:** Contractor shall, at all times, use appropriate safeguards and security measures so as to ensure the confidentiality and security of all County Data. Contractor personnel performing Services under this Contract are subject to the confidentiality and non-disclosure restrictions contained in this Contract. At all times during the term, Contractor shall, and shall cause Contractor personnel and subcontractors, and the employees or agents of any of the foregoing, to fully comply with all of County's policies and procedures regarding data access and security, including those prohibiting or restricting remote access to the CMMS systems and County Data, as set forth in the Security Policies. Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies at all times during the term. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor person to whom issued. Contractor shall provide each Contractor staff with only such level of access as is required for such individual to perform his or her assigned tasks and functions. From time to time throughout the term, upon request from County but at least once each calendar quarter, Contractor shall provide County with an accurate, up-to-date list of those Contractor person having access to the CMMS systems, or County Data, and the respective security level or clearance assigned to each such Contractor person. All CMMS systems, and all data and Software contained therein, including County Data, County Hardware and County Software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of the assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel or subcontractors, at any time. Contractor acknowledges and agrees that any failure to comply with the provisions of this Article shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel to access and use the CMMS systems and County Data, as County in its sole discretion shall deem appropriate.
- 36. Legal Entity:** Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.
- 37. Limitation of Liability:** Each Party's total liability for claims arising out of this Contract shall not exceed the total value of this Contract.

Except as provided in this provision, neither Party shall be liable to the other for any damages other than direct damages.

The limitations contained in this Article 37 shall not apply to: (a) claims arising out of Contractor's indemnification obligations; (b) claims arising out of Contractor's confidentiality obligations; (c) claims with respect to Contractor's breach of security of County Data obligations; (d) claims with respect to Contractor's infringement of County's intellectual property rights; (e) claims with respect to Contractor's breach of the News/Information Release, Promotional/Advertisement, and/or Publication provisions; (f) claims for which Contractor is insured, which claims are limited to the amount of insurance paid by insurer, unless Contractor fails to maintain the required coverage; (g) claims arising out of the willful misconduct, fraud or gross negligence of Contractor; (h) claims arising out of personal injury or damage to real or personal property; and (i) claims arising out of Contractor's willful and/or deliberate breach of this Contract. In no event shall Contractor's liability be limited for third party claims against Contractor which may arise out of Contractor's acts or omissions in the performance of this Contract.

The provisions of this Article 37 shall apply notwithstanding any other similar provision of this Contract or any other agreement.

38. **Lobbying:** On best information and belief, Contractor warrants no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
39. **News/Information Release:** Contractor will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through the County's Project Manager, except to the extent such release is required by security laws.
40. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties and does not: (a) confer any rights upon any of the employees, agents, or contractors of either Party, or upon any other person or entity not a party hereto; or (b) preclude any actions or claims against, or rights of recovery from, any person or entity not a party hereto.
41. **Non-Exclusivity:** As long as Contractor's or its licensor's confidential information and intellectual property are not infringed, nothing herein shall prevent County from using the licensed software to provide for itself or obtain from any third party, at any time during the term or thereafter, the Services, or any type of products or services in any way analogous, similar, or comparable to the Services (e.g., data center), as applicable, or any other products or services. Nor shall anything in this Contract be construed or interpreted as limiting County's right or ability during the term to increase or decrease its demand for Services hereunder.
42. **Non-Solicitation of Employees:** Except as otherwise expressly provided in this Contract, during the term and for the first twelve (12) months thereafter, neither Party shall, without the prior written consent of the other Party, directly or indirectly solicit, entice, encourage, or otherwise recruit any employee of such other Party whose duties and responsibilities include performing Services directly or indirectly connected with performance under this Contract to leave such other Party's employ in order to accept employment or other engagement with the soliciting Party, its affiliates, or any other person. Notwithstanding the foregoing, the Parties acknowledge and agree that this Contract shall not prohibit solicitations by either Party through general advertising or other

publications of general circulation. In no way is this Article intended, nor shall it be deemed, to restrict or limit any individual's right to seek employment, but rather this Article is intended to, and shall, prevent each Party from actively recruiting the employees of the other Party (except as provided in this Contract), thereby depriving such other Party of vital resources in the securing, development, training, and deployment of whom it has expended considerable time and resources.

43. **Notice of Claims:** Contractor shall give County immediate notice in writing of any legal action or suit filed related to this Contract or which may materially affect the performance of work under this Contract and prompt notice of any claim made against Contractor by any subcontractor which may result in litigation related to this Contract or which may materially affect the performance of work under this Contract.
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: Tony DeSilvester
1777 N. E. Loop 410, Suite 1250
San Antonio, TX 78217
Phone: (210) 301-1742
Email: Tony.DeSilvester@assetworks.com~~

~~**County Program:** OCIT/Program Management Office
Attn: Lynne Halverson, Project Manager
1501 E. St. Andrew Pl., 2nd Floor
Santa Ana, CA 92705
Phone: 714-834-5294
Email: Lynne.Halverson@ocgov.com~~

~~**County Contracts & Purchasing:** OCIT/Contracts & Purchasing
Attn: Duyen Lac, DPA
1501 E. St. Andrew Pl., 2nd Floor
Santa Ana, CA 92705
Phone: 714-567-7443
Email: Duyen.Lac@ceoit.ocgov.com~~

Contractor: AssetWorks LLC.
Attn: Ellie Blataric
1777 N. E. Loop 410, Suite 1250
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

45. **Orderly Termination:** Upon receipt of a termination notice from County, Contractor shall stop work under this Contract on the date and to the extent specified in the termination notice. Contractor shall complete performance of such part of the work as shall not have been terminated by the termination notice, if any. County shall pay Contractor all undisputed amounts due and payable hereunder, if any. Contractor shall pay County all amounts due and payable hereunder, such as performance credits and prepaid fees, if any. Upon expiration or earlier termination of this Contract, each Party shall assist the other Party in transferring all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party. Each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of this Contract and Contractor shall return all County Data to County in the industry standard file format or file format as mutually agreed within thirty (30) calendar days. In addition, Contractor shall erase, destroy, and render unreadable all data in its entirety remaining in Contractor's (including any subcontractor's) possession, but only after the County Data has been successfully returned to County. County Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within thirty (30) calendar days of County Data being successfully returned to County or within seven (7) calendar days of a request of County, whichever shall come first.
46. **Policies and Procedures:** Contractor, Contractor's subcontractors, Contractor's personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures incorporated herein in Attachment J as they now exist or may hereafter be created, changed, modified, or amended, that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of County, be cause for termination of this Contract.
47. **Project Schedule:** The Services performed under this Contract shall be done in accordance with the approved project schedule, a draft of which is incorporated herein as Attachment D, Project Plan and Timeline, and which will be reviewed and revised by Contractor and County working in concert at the start of the term. The project schedule may later be revised at the option of the Parties via a written change order pursuant to Article 10, Change Request Process. Contractor shall be responsible for schedule adherence as outlined herein.

The Scope of Work and Project Schedule assume both Contractor and County will provide the necessary staffing required in the agreed-upon timelines in Attachment D to allow completion of the project successfully and in a timely manner. In the event County is not able to meet its staffing obligation or meet its timeline objectives on the Project, through no fault of Contractor, the Parties will approve a change to the timeline wherein any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the delay. Contractor will provide documentation to County illustrating the change in the timeline in Attachment D.

- 48. Promotional/Advertisement:** County owns all rights to the names, logos, and symbols of County. The use and/or reproduction of County's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
- 49. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from the unique performance or prepared exclusively in connection with this Contract, or from the use of County Data, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the Services under this Contract. All press releases, including graphic display information related to County or this Contract that are to be published in newspapers or magazines, are to be administered only by County unless otherwise agreed to by both Parties.
- 50. Qualified Contractor Staff:** Contractor shall, at all times, make available appropriate and sufficient numbers and types of qualified Contractor personnel, in addition to the Contractor's Project Manager, to timely perform Contractor's obligations hereunder, in accordance with this Contract (including Attachment C). In the event that Contractor fails to meet any of its obligations with respect to the required proficiency of any Contractor personnel, Contractor shall promptly, as directed by County, either: (a) take such action with respect to such Contractor personnel, including promptly providing appropriate training, education, or orientation, as necessary for such Contractor personnel to meet the applicable requirements set forth in this Article; or (b) in the event that County has notified Contractor that such Contractor personnel does not meet the applicable requirements, remove and replace such Contractor personnel with an appropriately qualified individual, in accordance with this Contract, and such position shall be filled by a qualified person no later than thirty (30) calendar days following the date of removal or replacement.
- 51. Relationship Management:**
- a. **Status Reports:** Periodically during the term of this Contract, but not less frequently than once each month, Contractor shall be responsible for identifying, analyzing, managing and recording issues and risks throughout the implementation period and will provide County with an action plan for resolution. Contractor shall deliver to the County's Project Manager a written report summarizing the progress of the Services and the operation of the CMMS during the preceding month, including problems that have occurred and that could delay Contractor's performance of anticipated activities and expected problems during the upcoming month (each such report, a "Status Report"). At a minimum, each Status Report shall include: (a) the current status and progress of the performance of the Services and an assessment of how such status and progress compares to the deadlines set forth in Attachment A, Scope of Work; (b) any actual delays; (c)

- any reasonably anticipated delays; (d) any failures, or correction of any failures; and (e) such other information as County may reasonably request from time to time. Notwithstanding the foregoing, Contractor shall immediately notify (but in no event more than five (5) business days after Contractor first knew of such obstruction or delay) the County's Project Manager, in writing, in the event that Contractor is materially obstructed or delayed in its performance of the Services.
- b. **Status Meetings:** During the term, representatives of the Parties shall meet and/or teleconference periodically as requested by County to discuss matters arising under this Contract. The place and time, frequency, and whether to meet via teleconference or in person, shall be determined as mutually agreed upon by the Parties.
- c. **Action Plan:** Contractor shall be responsible for identifying, analyzing, managing and recording issues and risks throughout the implementation period. Contractor will provide County with an action plan and resolution as reasonably required in this Contract.
- 52. Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the Services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager shall meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
- 53. Security Audits:** Each Contract year, County may perform or have performed security reviews and testing based on a solution infrastructure review plan. Such testing shall ensure all pertinent County security standards are in place. Contractor shall inform County of any security audit or assessment performed that includes County hosted content, within sixty (60) calendar days of such audit or assessment.
- Contractor will provide to County upon request the most recent third party SOC 2 Type 2 report. County may also have the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type 2 report requiring remediation as it pertains to the confidentiality, integrity, and availability of the County Data.
- 54. Security Policies:** All performance under this Contract shall be in accordance with County's security requirements, policies, and procedures set forth in Article 46, Policies and Procedures, and as modified, supplemented, or replaced by County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). The Orange County Sheriff's Department may provide additional security policies concerning its systems and facilities after the Effective Date, which shall be deemed Enhanced Security Measures under Article 27. Contractor shall at all times use standard industry practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County software, systems, items, and other resources that are owned by or leased or licensed to County or that are provided to County by third party service providers and County Data accessed in the performance of Services in this Contract.
- 55. Service Level Commitment:** Except as otherwise specified in this Contract, from and after the Effective Date, Contractor shall perform the Hosting Services set forth in Attachment E at levels that are equal to or better than the Service Levels set forth in Attachment F ("SLR"). Contractor

shall be responsible for meeting or exceeding the applicable service levels even where doing so is dependent on the provision of services by subcontractors or other non-Contractor personnel. The SLRs are set forth in Attachment F, Service Level Agreement.

- 56. Set-Off:** County may set-off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions of this Contract: (i) any and all amounts claimed by County in good faith to be owed by Contractor to County pursuant to any of the provisions of this Contract; and (ii) any and all amounts claimed by County in good faith to be owed by Contractor pursuant to any other written agreement between the Parties. Within twenty (20) days after any such set-off by County, County shall provide Contractor with a written accounting of such set-off and a written statement of the reasons therefore. If the amount set-off is insufficient to cover the excess costs, Contractor is liable for and must promptly remit to County the balance upon written demand. This right to set-off is in addition to, and not a limitation of, any other remedies available to County. Contractor may not fail to perform or suspend performance of any Services hereunder by reason of County's good faith set-off in accordance with this Article. Contractor's failure to perform shall be considered a material breach of this Contract.
- 57. Software License:** Unless otherwise specified in Attachment A, Scope of Work, Contractor hereby grants to County and County accepts from Contractor, subject to the terms and conditions of this Contract, a perpetual, non-transferable and non-exclusive license to use the AiM software and associated documentation specified in Attachment B that constitutes the CMMS.
- a. County may use the CMMS (including all Software and related Documentation furnished to County under this Contract) in the conduct of its own business, and any division thereof.
 - b. The license granted above authorizes County to use the solution in machine-readable form on County's database servers and application servers or in an environment hosted by Contractor.
 - c. Acceptance of Commercial Software (including third party Software) and custom or customized Software provided by Contractor to County will be governed by the terms and conditions of this Contract (including the AiM Software License Agreement in Attachment H of this Contract) and not any separate or other similar agreement, subject to the order of precedence set forth in Article B.
- 58. Hosting Services:** During the initial term of the Contract, and for any subsequent term for which County procures hosting services, Contractor hereby grants to County and County accepts from Contractor, subject to the terms and conditions of this Contract, a non-transferable and non-exclusive right to use Contractor Systems during the term of this Contract for the CMMS. Except as provided in Article 59, Contractor retains all right, title, and interest in and to the Contractor Systems, including without limitation all computers, other hardware, and software incorporated into or used by the Contractor Systems, and this Contract does not grant County any intellectual property rights in the Contractor Systems or any of its components.
- 59. Stop Work:** County may, at any time, by written stop work order to Contractor, require Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) business days after the stop work order is delivered to Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this Article. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of

ninety (90) business days after a stop work order is delivered to Contractor or within any extension of that period to which the Parties shall have agreed, County shall either:

- a. Cancel the stop work order; or
- b. Terminate Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) calendar day notice of the termination of the Contract to Contractor if a stop work has been issued by County.

If the stop work order issued under this Article is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. If the stop work order results in an increase in the time required to perform, the Parties will negotiate an equitable adjustment to the delivery schedule. County shall not be liable to Contractor for loss of profits because of a stop work order issued under this Article. If the Contract is terminated, payment will be made to Contractor for Deliverables provided and Services rendered in conformance with this Contract prior to the date of issuance of stop work order.

60. **Support and Maintenance:** Except as specifically provided herein (including any attachment), and subject to the order of precedence set forth in Article B, Contractor shall provide support and maintenance services for the Software subject to the AiM Software License Agreement in Attachment H of this Contract commencing on the Effective Date.
61. **Trans-Border Data Flows:** Contractor shall not transfer any County Data across a country border. Furthermore, Contractor shall perform all work and services required under this Contract within the United States, except that certain development services relating to the Product that do not involve the use or access of County Data and/or other confidential information may be performed outside the United States by a sister corporation (whose ultimate parent is also Constellation Software Inc.).
62. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply Services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
63. **Waiver of Rights:** Any action or inaction by a Party or the failure of the Party on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by that Party of its rights hereunder and shall not prevent the Party from enforcing such provision or right on any future occasion. The rights and remedies of a Party herein are cumulative and are in addition to any other rights or remedies that the Party may have at law or in equity.
64. **Security Incident Related to County Data:** Contractor represents and warrants that Contractor's personnel who have access to County Data will adhere to County's security requirements, as set forth in this Contract. All security incidents involving Contractor personnel or Contractor's subcontractors, including unsecure or improper data disposal, theft, loss, unauthorized disclosure, incorrect transmission of data, hacking, IT Incident, and unauthorized use/access associated with County Data, must be promptly reported to the County Cyber Security contacts:

Rafael Linares, Chief Information Security Officer, CISSP OCIT Information Security 1055 N. Main Street, 6 th Floor Santa Ana, CA 92701 (714) 567-7611 rafael.linares@ocit.ocgov.com securityadmin@ocit.ocgov.com	Linda Le, County Privacy Officer, CHPC, CHC, CHP OCIT Information Security 1055 N. Main Street, 6 th Floor Santa Ana, CA 92701 (714) 834-4082 Linda.le@ocit.ocgov.com privacyofficer@ocgov.com
---	--

- 65. Data Location:** Except where Contractor obtains County's express prior written consent, the physical location of Contractor's data center where County Data is stored shall be within the continental United States. All County Data shall be stored only within the United States and shall not be accessed from or transferred to any location outside the United States.
- 66. Security Management Services:** Contractor shall provide appropriate and comprehensive security services that meet County's security requirements, using industry standards and practices and methods, and commercially available technology, to at all times ensure the security and integrity of the CMMS and County Data, and to protect against unauthorized access to, use of, or intrusion into, the Contractor's Systems and unauthorized disclosure of County Data not caused by County. Without limiting anything set forth in Attachment A, Scope of Work, such Services shall include operating the CMMS under a security plan that conforms in all respects to the requirements of all applicable federal, state and local laws, regulations, and ordinances relating to security, privacy, or confidentiality, ensuring compliance with County and County security policies and procedures provided or made available to Contractor, performing all necessary and appropriate security-related audits and reports, and promptly providing County with a full and complete copy of each such report.
- Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract but not more frequently than annually. In addition, during the term of this Contract from time to time and with reasonable notice, County, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program.
- 67. Extraction of County Data:** County shall have access to County Data during the term of this Contract and County shall have access to County Data at anytime without charge. Contractor shall, on at least two (2) business days notice from County, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the industry standard file format or file format as mutually agreed up to one time a month during the term of this Contract and for up to three (3) months after the termination or expiration of this Contract (so long as County Data remains in Contractor's possession).
- 68. Anti-Malware Protections:** Contractor's data center shall have strong access controls and secure practices, such as specialized authorization system(s), in effect at all times to prevent unauthorized physical and virtual access to hosted County Data. Contractor servers and network equipment hosted at its data center shall be properly secured from the threat of cyber hackers and viruses through appropriate intrusion detection tools, proactive 24x7x365 monitoring and prompt installation of new software updates, hot fixes and security patches.

Contractor shall use industry standard practices regularly to identify, screen, and prevent any Disabling Device in resources utilized by Contractor in connection with the provision or receipt of the Services and shall not itself knowingly or intentionally install (and shall prevent its subcontractors from knowingly and intentionally installing) any Disabling Device in resources utilized by Contractor, County, or any subcontractor, in connection with the provision or receipt of the Services. A “Disabling Device” is a computer virus, timer, clock, counter, time lock, time bomb, or other limiting design, instruction, or routine that would purposely and inappropriately erase data or programming or cause any resource to become inoperable or otherwise incapable of being used in the full manner for which such resource was intended to be used, and any device that may be used as a host to access County Data or launch attacks on the CMMS.

Contractor shall assist County in reducing and mitigating the effects of any Disabling Device discovered in any resource related to the provision or receipt of the Services, especially if such Disabling Device is causing a loss of operating efficiency or data. Timers, clocks, counters, and time locks included as part of any Commercial Software, used by County, by the manufacturer of that Software shall not be considered Disabling Devices for purposes of this Article.

- 69. Disaster Recovery Plan:** Contractor shall maintain a disaster recovery plan in effect throughout the term of the Contract. The disaster recovery plan shall be subject to County’s review upon reasonable notice to Contractor. Contractor shall maintain reasonable safeguards against the destruction, loss, intrusion and unauthorized alteration of software, customizations, configurations, and data in its possession. At a minimum, Contractor shall perform (i) incremental daily back-ups, (ii) weekly full backups, and (iii) such additional back-ups and other measures Contractor may determine to be necessary to maintain such reasonable safeguards (collectively herein “Disaster Recovery Plan”). The County’s Project Manager may identify and notify Contractor in writing of other items that the County’s Project Manager reasonably deems appropriate for inclusion in the Disaster Recovery Plan.
- 70. Proprietary Rights (Ownership by the Contractor):** Contractor alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Contractor Service, the content, the computing platform, the solution, software licensed pursuant to the AiM Software License Agreement in Attachment H, and the Contractor technology and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by County or any other party (herein “Contractor IP”), which results in mere configuration of the Contractor IP unless otherwise agreed in writing by the Parties. This Contract does not convey to County any rights of ownership in or related to the Contractor IP or the Intellectual Property Rights owned by Contractor’s licensors, where applicable. The Contractor name, the Contractor logo, and the product names associated with the Contractor IP and its licensors are trademarks of Contractor or third parties, and no right or license is granted to use them unless prior written consent is granted by Contractor senior management. All Contractor IP, and all modifications or derivatives of such Contractor IP, including all Intellectual Property Rights in or pertaining to the same, shall be owned solely and exclusively by Contractor and its licensors.
- 71. Preparation for Successor to this Contract:** At any time or times during the term, at the written request of County, Contractor shall provide County with any information that County is entitled to receive under this Contract that County desires to use in preparing a request for proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Contract. Moreover, Contractor shall reasonably cooperate with other parties in connection with the transferring of County Data to the successor in connection with the termination or expiration of this Contract. Contractor shall assist County in exporting and

extracting County Data in an industry standard file format or file format as mutually agreed format that provides the County Data in a usable format without the use of the Software.

72. Transition Period:

- a. For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist County in extracting and/or transitioning all County Data in the format mutually agreed to by the parties (“Transition Period”).
- b. The Transition Period may be modified in Attachment A, Scope of Work, or as agreed upon in writing by the Parties in a contract amendment.
- c. During the Transition Period, Service and Data access shall continue to be made available to County without alteration.
- d. Unless otherwise stated in Attachment A, Scope of Work, Contractor shall permanently destroy or render inaccessible pursuant to Article 45, Orderly Termination, any portion of the County Data in Contractor’s possession or control following the expiration of all obligations in this Article.
- e. County, at its option, may purchase additional transition services as agreed upon in Attachment A, Scope of Work.

73. Discovery: Contractor shall promptly notify County upon receipt of any requests which in any way might reasonably require access to County Data or County’s use of Contractor’s Services. Contractor shall notify County by the fastest means available and also in writing, with additional notification provided to the County’s Project Manager or designee, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying County, unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to County with adequate time for County 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 County unless authorized in writing to do so by County.

74. Counterparts: This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party’s authorized signatory or signatories.

CONTRACT SIGNATURE PAGE

In witness whereof, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ASSETWORKS, LLC*:

*If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

*The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Print Name Title

Signature Date

Print Name Title

Signature Date

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

Deputy Purchasing Agent

Print Name Title

Signature Date

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

Print Name Title

Signature Date

ATTACHMENT A SCOPE OF WORK

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 nodules 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
- 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~~
 - ~~○ AiMANA~~
- ~~Ready Request~~

~~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:~~

~~Steve Hanes
AssetWorks, LLC
Vice President - Services
1777 NE Loop 410, Suite 1250
San Antonio, TX 78217
Office Phone: 210-301-1768
Mobile: 281-770-6557
Email: steve.hanes@ASSETWORKS.com~~

~~County project contact:~~

~~Lynne Halverson
County of Orange
Orange County Information Technology
Project Manager - Program Management Office
1501 E. St. Andrew Pl., 2nd Floor~~

Santa Ana, CA 92705
 714 834 5294
 Email: Lynne.Halverson@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.

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.~~

~~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 documents 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.

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 five data templates (one each for HR, Properties, CPPM projects, Leases, and Condition Assessment). 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.~~

~~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 AiMIQ 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 (1 day estimated for action Code specification, 4 days estimated for Action Code development, testing, and deployment)**~~

~~AiM supports the use of Action Codes, 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. One (1) action code is included in this SOW. The action code will maintain asset accounts on component assets. Contractor will work with County to produce a technical specification defining the action code. Once the technical specification has been approved, Contractor will develop, test, and deploy the action code. This SOW includes such an action code based on the following assumptions:~~

- ~~• The action code will work top down only, from the parent to the child component.~~
- ~~• It will look one level up for the parent and work on the insertion of asset records, not upon the update of such existing records.~~

~~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:~~

- ~~• Contracts and POs entered in AiM sent to CAPS+ Purchasing~~
- ~~• Work Order Cost Data to the CAPS+ General Ledger~~
- ~~• CAPS+ Job Costs to AiM~~
- ~~• Job (Work Order) # to CAPS+~~
- ~~• VTI (Timecard) Interface~~
- ~~• Scheduling Tool Web Application~~
- ~~• Invoice Payment Confirmation Update from CAPS+ to AiM~~
- ~~• Contract and PO Invoices Entered in AiM Sent to CAPS+ Purchasing~~

~~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.

~~Contracts and POs entered in AiM sent to CAPS+ Purchasing~~ This will be a one-way data flow (assumes these Contracts and POs are not edited in CAPS+ once sent from AiM). This interface will include POs, Service Contracts, Leases, and Capital Project Contracts.

~~(Five days estimated for creation of technical specifications, 15 days estimated for development, testing and deployment)~~

- ~~The interface, when executed, will create a data file in a format agreed upon by County and Contractor.~~
- ~~The interface will pull purchase orders from AiM database based on a mutually agreed-upon filter to be processed by CAPS+.~~
- ~~The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.~~
- ~~There will be a process in the CAPS+ system or existing interface that will take the data file and import it into the CAPS+ system.~~
- ~~All data validation errors will be managed by the receiving system.~~

~~Work Order Cost Data to the CAPS+ General Ledger~~ Transactions from the AiM finance register relative to the defined Chart of Accounts values (Seven chart fields as follows: Fund/Dept/BudgetControl/Unit/Object/DeptObject/JobNumber) defined in AiM. One-way data flow.

~~(Three days estimated for creation of technical specifications, 12 days estimated for development, testing and deployment)~~

- ~~The interface, when executed, will create a data file in a format agreed upon by County and Contractor.~~
- ~~The interface will pull purchase orders from AiM database based on an agreed-upon filter to be processed by CAPS+.~~
- ~~The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.~~
- ~~There will be a process in the CAPS+ system or existing interface that will take the data file and import it into the CAPS+ system.~~
- ~~All data validation errors will be managed by the receiving system.~~

~~CAPS+ Job Costs to AiM~~ Actual Job Cost (Labor/Service & Supplies) for the "Job Numbers" (AiM Work Order/Phase). Added as AiM External Charge transactions. One way data flow. All data validation errors (e.g., invalid work order number) will be logged by the interface.

~~(Two days estimated for creation of technical specifications, 13 days estimated for development, testing and deployment)~~

- ~~Scheduled routine that will send the billing data in an ASCII file format to AiM.~~
- ~~This interface is one directional from CAPS+ to AiM.~~
- ~~There is a routine that will Secure File Transfer Protocol (SFTP) the file to a directory that the interface will have access to in order to process.~~
- ~~The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.~~
- ~~All data validation errors will be managed in AiM.~~

~~*Job (Work Order) # to CAPS+ (Specification)*— The AiM work order/phase plus the other chart field values referenced when the work order is created or accounting code is updated. Action code to populate table that is processed at a scheduled frequency to generate the data file. One-way data flow.~~

~~*(One day estimated for creation of technical specification, 9 days estimated for development, testing and deployment)*~~

- ~~The interface, when executed, will create a data file in a format agreed upon by County and Contractor.~~
- ~~The interface will pull work order data from a custom table in the AiM database based on an agreed upon filter to be processed by CAPS+. There will be an action code that will populate the interface data with new work orders to be processed.~~
- ~~The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.~~
- ~~There will be a process in the CAPS+ system or existing interface that will take the data file and import it into the CAPS+ system.~~
- ~~All data validation errors will be managed by the receiving system.~~

~~*VTI (Timecard) Interface*— AiM Time Card Hours to VTI (payroll). Approved AiM time cards to VTI by Job Numbers (Work Orders) and a defined pay period. One-way data flow. All data validation errors will be managed by the receiving system.~~

~~*(Three days estimated for creation of technical specification, 7 days estimated for development, testing and deployment)*~~

- ~~The interface, when executed, will create a data file in a format agreed upon by County and Contractor.~~
- ~~The interface will pull timecard entries from AiM database based on an agreed upon filter to be processed by VTI.~~
- ~~The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.~~
- ~~There will be a process or existing interface that will take the data file and import it into the VTI system.~~
- ~~All data validation errors will be managed by the receiving system.~~

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

~~*(Five days estimated for creation of technical specification, 60 days estimated for development, testing and deployment)*~~

- ~~• 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.~~

~~*Invoice Payment Confirmation Update from CAPS+ to AiM*~~—This will be a one-way data flow from CAPS+ to AiM.

~~*(Five days estimated for creation of technical specification, 15 days estimated for development, testing and deployment)*~~

~~Process data from CAPS+ on AP invoice payments for the invoices sent from AiM. File will, at a minimum, contain contractor, invoice number, payment date, check number, and amount. The invoice types covered by this interface are DO, Service Contract, Payable Lease, and CPPM contract invoices.~~

- ~~• Scheduled routine that will send the invoice confirmation data in an ASCII file format to AiM.~~
- ~~• This interface is one directional from CAPS+ to AiM.~~
- ~~• It is assumed that there is a routine that will SFTP the file to a directory that the interface will have access to in order to process.~~
- ~~• The necessary data elements from AiM and the frequency with which they are pulled will~~

be identified during the scoping process.

- All data validation errors will be logged so the process can complete in batch without failing.
- Invoice status change is triggered after update as part of the process.

~~Contracts and PO Invoices Entered in AiM Sent to CAPS+ Purchasing~~—This will be a one-way data flow from AiM to CAPS+ (assumes that invoice data from CAPS+ will be fed into AiM through a separate interface). The invoice types covered by this interface are PO, Service Contract, Payable Lease, and CPPM contract invoices.

~~(Five days estimated for creation of technical specification, 15 days estimated for development, testing and deployment)~~

- The interface, when executed, will create a data file in a format agreed upon by County and Contractor.
- The interface will pull invoice data from the AiM database based on an agreed-upon filter to be processed by CAPS+.
- The necessary data elements from AiM and the frequency with which they are pulled will be identified during the scoping process.
- There will be a process in the CAPS+ system or existing interface that will take the data file and import it into the CAPS+ system.
- All data validation errors will be managed by the receiving system.

~~First Steps: The Requirements Analysis Document (RAD)~~—The RAD thoroughly documents all required data exchanges between AiM and other enterprise systems and will be provided to County for review and approval. The RAD includes the following 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

~~Next Steps: The Technical Specification Design development document (TSD)~~—The TSD is produced by Contractor after requirement development sessions with County. The TSD identifies specific characteristics of a given interface and will be used by the programmer for coding. The TSD includes the following:

- Specific data elements within the source system that need to be transferred to the target system; identification of the data type and size, where appropriate

- ~~Corresponding data element(s) within the target system, identification of the data type and size, where appropriate~~
- ~~Data elements for which there are no corresponding targets for the source data—How will these “orphan” data elements be addressed by the interface? Will they be loaded into descriptive text fields? Or, will new elements be added to the target system?~~
- ~~Conflicting data types and sizes between corresponding data elements of the two systems~~
- ~~Values used to define records as unique in the target data—Verify that these values are unique in source data and, if duplicate values exist, determine how the interface will address these values (It is often necessary to modify the “key” values used to define a record type)~~
- ~~Required data in the target that is not contained in the source—What default values will be used to populate these elements? (It is often necessary to develop translation tables that will be referenced by conditional logic)~~

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~~

~~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.~~

~~VI. 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 v9.2.~~

~~VII. 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.~~

~~VIII. 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 A
SCOPE OF WORK
PER AMENDMENT NO. 9**

IX. 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.

X. 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

XI. 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

XII. 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' 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:

6. 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.
7. 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.
8. Create the conversion tool. Contractor will perform.
9. 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.
10. 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

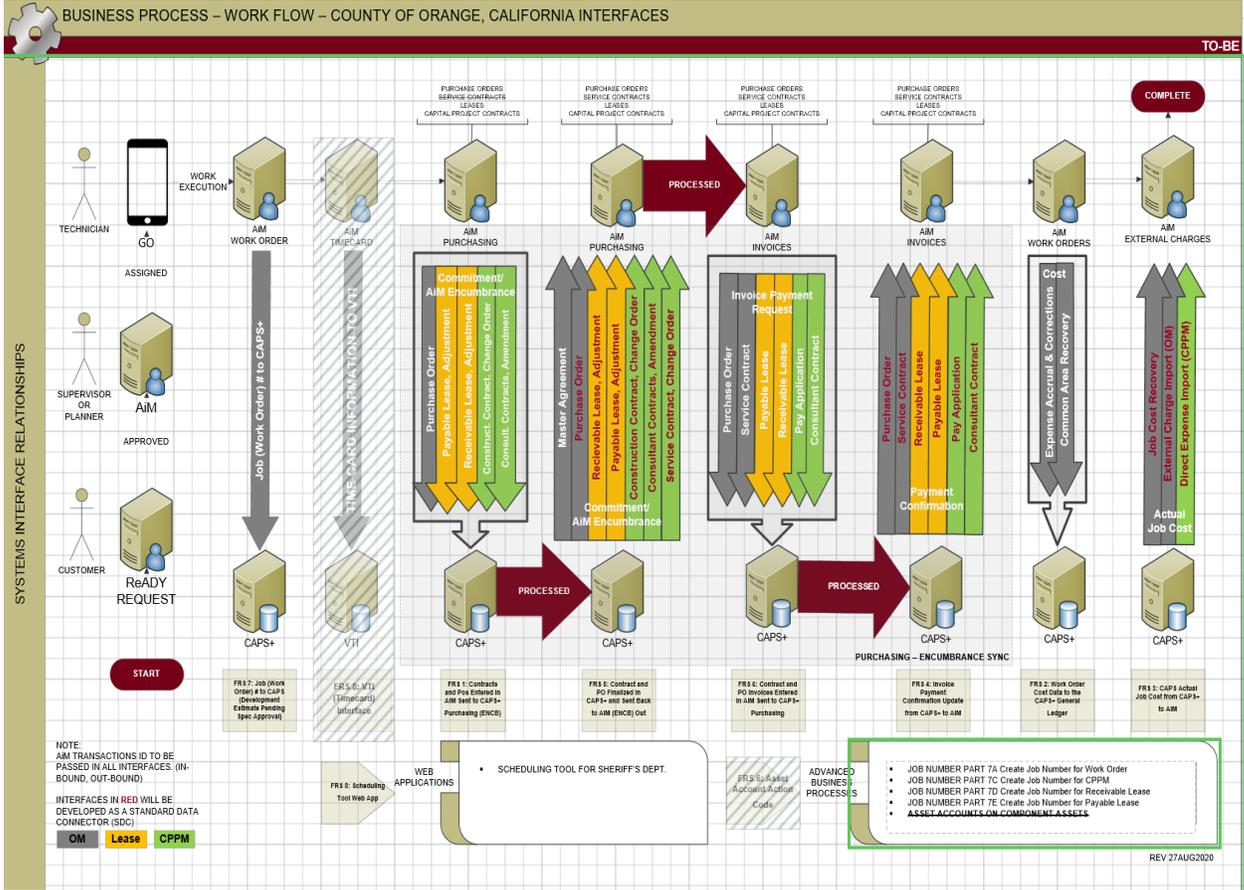
The development of interfaces to a number of systems external to AiM are included in this SOW. These are detailed in the table below:

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><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>
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><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> <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
	<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>
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
9	Scheduling Tool Web Application

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.

XIII. 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.

XIV. 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.

XV. 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.

**ATTACHMENT B
COST/COMPENSATION**

I. COMPENSATION: This is a time and material Contract 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, 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.

II. COST SUMMARY

Contract Amount by Year

Contract Year	Licensing, Support and Hosting	Customization /Implementation (Estimated)	Change Orders	Total
1	\$1,578,000.00	\$1,152,770.00		\$2,730,770.00
2	\$461,280.00	\$1,152,770.00		\$1,614,050.00
3	\$461,280.00			\$461,280.00
Total Years 1-3	\$2,500,560.00	\$2,305,540.00		\$4,806,100.00
4	\$461,280.00			\$461,280.00
5	\$461,280.00			\$461,280.00
6	\$475,250.00			\$475,250.00
7	\$489,919.00			\$489,919.00
Change Orders			\$300,000.00	\$300,000.00
Total Years 4-7	\$1,887,729.00			\$2,187,729.00
Total Years 1-7	\$4,388,289.00	\$2,305,540.00	\$300,000.00	\$6,993,829.00

Contract Amount by Section

Section	Contract Year	Cost	
A	1	\$1,578,000.00	*
B	2	\$461,280.00	*
C	1 & 2	\$2,305,540.00	+
D	3	\$461,280.00	*
E	4	\$461,280.00	*
F	5	\$461,280.00	*

Section	Contract Year	Cost	
G	6	\$475,250.00	*
H	7	\$489,919.00	*
I	Change Orders:Additional Services	\$300,000.00	1&2
Total Contract Amount Not to Exceed		\$6,993,829.00	

III. 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	FiRe O/M	\$120,000.00
7	Fire Asset Management	\$120,000.00
8	AiM GIS	\$24,000.00
9	Aim ANA	\$120,000.00
10	ReADY Request Application	\$125,000.00
Total Cost for Year 1:		\$1,397,000.00*

Line No.	Single Sign-On (SOS)	Cost
1	ADFS (SAMLv2) Connector to AiM	\$15,000.00
Total 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
Total Cost for Year 1		\$166,000.00*

B. YEAR 2

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	FiRe O/M	\$24,000.00

Line No.	Module/Enterprise License Support & Maintenance	Cost
7	Fire Asset Management	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request Application	\$25,000.00
Total Cost for Year 2		\$279,400.00*

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

B. Year 2 (Contd.)

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

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

C. YEARS 1 & 2

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 Application	\$125,000.00
Total Implementation		\$1,587,700.00[†]

Line No.	Application Program Interface	Cost
1	Scheduling Tool Web Application ³	\$114,400.00
Total Interface		\$114,400.00[†]

Line No.	Data Migration	Cost
1	Data Migration	\$157,520.00
2	Project Management Service	\$199,520.00
Total Data Migration		\$357,040.00[†]

C. Years 1 & 2 (Contd.)

Line No.	Interface	Cost
1	Contracts & POs entered in AiM sent to CAPS+ Purchasing (Inbound)	\$35,200.00
2	Work Order Cost Data to the CAPS+ General Ledger	\$26,400.00
3	Actual Job Cost from CAPS+ to AiM	\$26,400.00
4	Invoice Payment Confirmation update from CAPS+ to AiM	\$35,200.00
5	Contract & PO Finalized in CAPS+ and sent back to AiM (Outbound)	\$44,000.00
6	Contracts & PO Invoices entered in AiM sent to CAPS+ Purchasing	\$35,200.00
7	Job Number (work order) to CAPS+	\$17,600.00
8	Action Code Maintain Asset Accounts on Component Assets	\$8,800.00
9	VTI (timecard)	\$17,600.00
Total Interface		\$246,400.00[†]

D. YEAR 3

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	FiRe O/M	\$24,000.00
7	Fire Asset Management	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request Application	\$25,000.00
Total Cost for Year 3		\$279,400.00[*]

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

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

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

E. YEAR 4

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	FiRe O/M	\$24,000.00
7	Fire Asset Management	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request Application	\$25,000.00
Total Cost for Year 4		\$279,400.00*

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

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

Line No.	Scheduling Tool Web Application³	Cost
1	Support & Maintenance	\$22,880.00
Total Cost for Year 4		\$22,880.00*

F. 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	FiRe O/M	\$24,000.00
7	Fire Asset Management	\$24,000.00
8	AiM GIS	\$4,800.00
9	Aim ANA	\$24,000.00
10	ReADY Request Application	\$25,000.00

Line No.	Module/Enterprise License Support & Maintenance	Cost
Total Cost for Year 5		\$279,400.00*

F. Year 5 (Contd.)

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

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

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$22,880.00
Total Cost for Year 5		\$22,880.00*

G. 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	FiRe O/M	\$25,200.00
7	Fire Asset Management	\$25,200.00
8	AiM GIS	\$5,040.00
9	Aim ANA	\$25,200.00
10	ReADY Request Application	\$26,250.00
Total Cost for Year 6		\$293,370.00*

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

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

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$22,880.00
Total Cost for Year 6		\$22,880.00*

H. 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	FiRe O/M	\$26,460.00
7	Fire Asset Management	\$26,460.00
8	AiM GIS	\$5,292.00
9	Aim ANA	\$26,460.00
10	ReADY Request Application	\$27,563.00
Total Cost for Year 7		\$308,039.00*

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

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

Line No.	Scheduling Tool Web Application ³	Cost
1	Support & Maintenance	\$22,880.00
Total Cost for Year 7		\$22,880.00*

I. Additional Services

Line No.	Additional Services	Cost
1	Change Orders: Additional services, if needed	\$300,000.00
Total Not to Exceed Amount		\$300,000.00¹⁻²

*Payment shall be made annually in advance.

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.~~

~~IV. 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
1501 E. St. Andrew Place, Suite 200
Santa Ana, CA 92705~~

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

II. COMPENSATION: This is a time and material Contract 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, 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 Application³	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

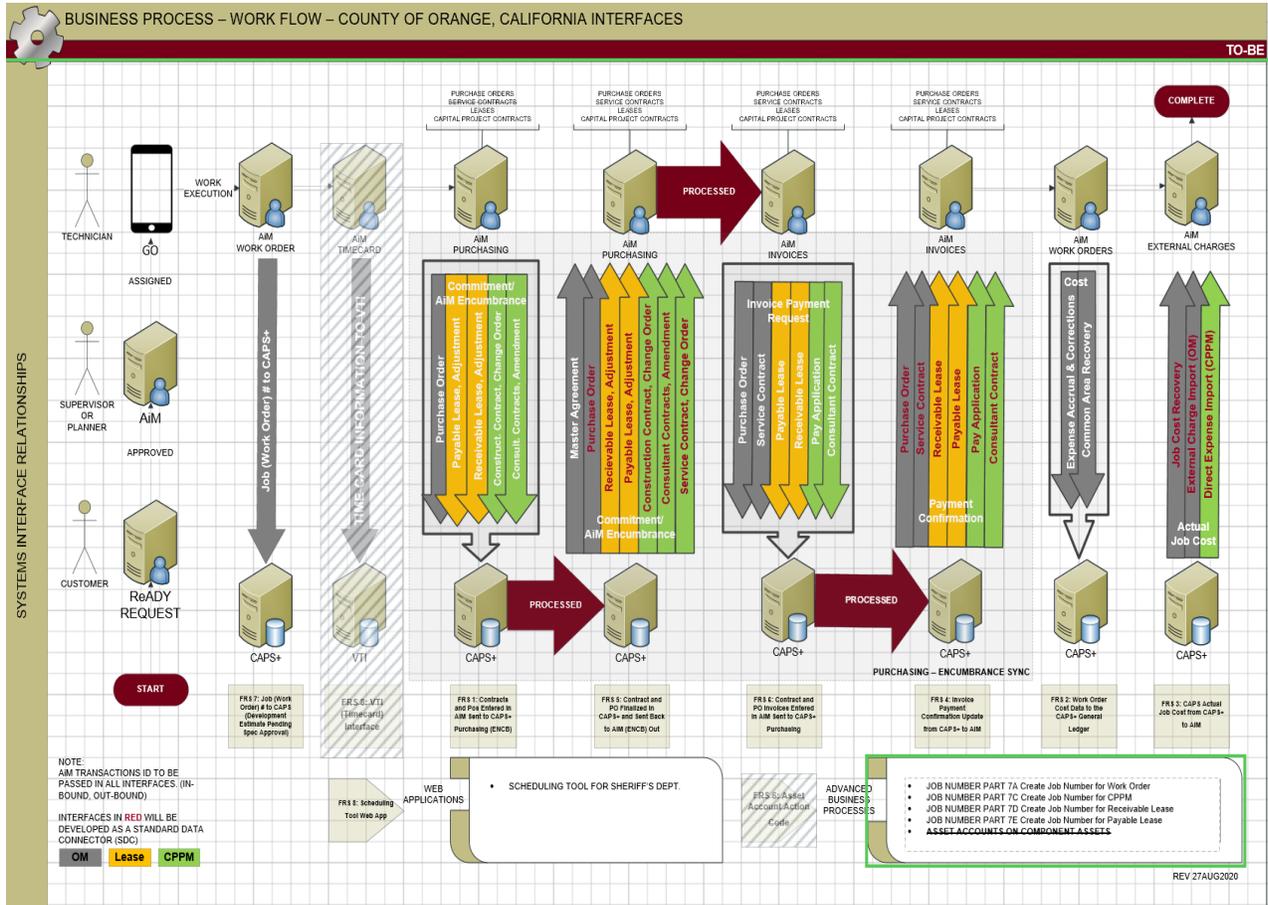
Line No.	Application Program Interface	Cost
1	Scheduling Tool Web Application ³	\$64,400.00
Total Interface		\$64,400.00¹

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> <p>Interface includes the following data:</p> <ul style="list-style-type: none"> 8. Master Agreement 	\$0.00

	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 Application³	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 Application³	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.

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.

- V. **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.

- III. **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:

- j. Contractor's name and address
- k. Contractor's remittance address (if different from 1 above)
- l. Name of County agency or department
- m. County Contract number
- n. Service Dates
- o. Service Description
- p. Cost
- q. Contractor's Federal I.D. number
- r. 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

**ATTACHMENT C
KEY PERSONNEL**

Contractor's Roles performing Services under Contract:

Title
Chief Services Officer / Executive Sponsor
Program Manager /Project Oversight
Project Manager
Various Titles (Subject Matter Experts)

This is a partial list of Contractor's labor resources that may be used for the Implementation. Labor resources will be identified and assigned as required by the Contract once the Contract is executed. Any member of the project team shall have the skills, training and experience necessary to provide the required Services. Once Contractor labor resources are assigned, such resources shall not change except in the case of a change in employment status with Contractor or County directs the change to the extent permitted by the Contract.

**ATTACHMENT D
PROJECT PLAN AND TIMELINE**

**SEE SEPARATE ATTACHMENT TITLED
“PROJECT PLAN AND TIMELINE”**

ATTACHMENT E HOSTING TERMS

1. HOSTING OVERVIEW

Contractor uses a third party Data Center (“Data Center”) in the United States, and provides associated services to support customers that wish to outsource the operation and maintenance of computer applications listed herein. This Attachment describes the services to be provided by Contractor using the Data Center (“Hosting Services”) and the respective responsibilities of the Parties.

2. CONTRACTOR SERVICES

- a. The general scope of Hosting Services addressed by this Attachment includes the operation, maintenance, and support of the:
 - Database software for the Applications hosted under this agreement
 - Database security
 - Data Center server operation
- b. The scope of services specifically excludes operation and maintenance of the following:
 - County hardware, including County’s servers, printers, network hardware (including routers and switches) and other County site computing equipment;
 - County application software other than noted in Attachment A, Scope of Work;
 - County Local Area Networks (“LAN”); and
 - County network infrastructure for connecting to the Internet and to the Data Center.
- c. The Hosting Services shall be provided subject to the Contract:

All of the services, functions, processes, and activities described below will be collectively described as the “Hosting Services” for purposes of this Contract. All Services will be provided by Contractor to and for County’s benefit in a manner that will meet the objectives outlined in this Contract.

Application

Application refers to the software County licensed from Contractor under this Contract and set forth in Attachment A, which software may include 3rd Party Software. The Application is hosted by Contractor pursuant to this Contract.

Support Software

Support Software includes the operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by Contractor as part of the Hosting Services.

Hardware

County shall provide services for connection from County’s site to the Data Center.

Database Instances

Contractor will maintain a single Production Database instance. This Production Database will provide the daily, real-time transaction data to the Application users.

In addition to the Production Database, Contractor will maintain one additional, non-production Database (Test). Upon request by County, Contractor will populate these additional Databases with County’s Production data up to four (4) times in any twelve (12) month period at no additional cost.

Backups

Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for thirty (30) days.

Hours of System Operations

The Application will be accessible and available to County and capable of any and all normal operating functions twenty-four (24) hours a day, seven (7) days a week except for periods of Scheduled Maintenance and previously approved outages. Contractor will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond Contractor's side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable.

Maintenance

Contractor will complete routine maintenance on the Application according to the published schedule. Contractor will publish schedules for subsequent years on its Customer Support web site. Contractor will provide at least thirty (30) days notice to any changes in the schedule.

If Contractor is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify County in writing of its request. County and Contractor will mutually agree on the downtime, which will then be considered a period of Scheduled Maintenance.

3. COUNTY RESPONSIBILITIES

County is responsible for:

- Assigning a primary and alternate County representative to coordinate all communications and activities related to Contractor's services.
- Providing user identification data and determining the appropriate security profile for each user. County will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by County.
- The purchase and installation of printers at County's sites for the Application.
- Installation, operation and maintenance of all workstation software (and County's LAN, existing data communications configuration, hardware, or software required at the County's site except as otherwise stipulated in Attachment A, Scope of Work. Contractor's network and network responsibility extends from Contractor's routers at Contractor's sites to all connected equipment at Contractor's sites.
- Testing updates and fixes applied by Contractor to Applications used by County. With the exception of emergency fixes, County will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by Contractor at the end of County's testing period unless specific problems are documented in writing to Contractor.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling Contractor for assistance. Notwithstanding this diligence requirement, County is responsible for informing Contractor of any problems encountered in a timely manner.

4. OWNERSHIP OF SOFTWARE AND DATA

5. County shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Contractor in providing Hosting Services under this Contract. Contractor shall not obtain any **ownership** rights, title or interest to the County Data. Upon expiration or termination of the Contract for any reason, Contractor agrees to comply with Article 45 of the Contract concerning return of County Data. Nothing contained herein is intended to modify County's rights under the separate license agreement between County and Contractor in Attachment H.

6. FORCE MAJEURE

Force Majeure terms are detailed in Article T, Force Majeure, of the Contract.

ATTACHMENT F SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is intended to provide an understanding of the level of service to be delivered by Contractor for the Services specified in Attachment A. The service levels set forth below apply to the Services provided by Contractor under the Contract.

AVAILABILITY

Contractor shall respond to County within two (2) business hours when the system is unavailable to County users (no one can access AiM).

Contractor shall respond to County within four (4) business hours regarding critical operation issues/questions.

Contractor shall respond to County within two (2) business days regarding general operation issues/questions.

Contractor will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the term. For purposes of the Contract, “Availability” during any quarter refers to an End User’s ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- “x” is the Availability of the Application as defined in Hosted Services, Attachment E during the quarter;
- “y” is the total number of hours in such quarter minus the number of hours during such quarter that County is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which County has been notified in writing (including e-mail) by Contractor in advance thereof; (b) a Force Majeure Event; (c) non-performance of Hardware, Software, ISP connections, and other equipment that is not provided by Contractor or certified by Contractor for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by Contractor).
- “z” is the number of hours in such month during which County is unable to log into the Application (other than for reasons set forth in the definition of “y” above); provided that Contractor has been notified or is otherwise aware (or reasonably should be aware) of County’s inability to utilize the Application.

FEE ADJUSTMENT

In the event that Contractor does not meet the Availability levels set forth below, the amount of fees payable by County will be reduced as follows:

In the event the average Availability for the Application is less than ninety-five percent (95%) during any two consecutive quarters, County will receive a credit to its account with Contractor of five percent (5%) of the amount of a quarter’s aggregate Hosting Services Fees paid or payable by County to Contractor. Custom reports, scripts, action codes, web services or other interfacing programs causing the inability to log into the Application will not be considered downtime for the purpose of the availability calculation.

Contractor’s obligation to provide County with fee adjustments as set forth above is conditioned on County providing detailed written notice to Contractor of its contention that Contractor was unable to meet the applicable Availability levels. Upon receipt of such notice, Contractor shall have thirty (30) calendar days to investigate the contention. If, at the end of the thirty (30) calendar day period, it is determined that

Contractor did in fact fail to meet the applicable Availability levels, County will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth this Attachment shall be County's sole remedy and Contractor's entire liability in the event of a breach of this SLA, including the failure of any Availability measurements to meet the thresholds set forth above.

**ATTACHMENT G
TOOL CONTROL POLICY
ORANGE COUNTY SHERIFF'S DEPARTMENT
TOOL CONTROL GUIDELINES FOR CONTRACTORS WORKING IN CORRECTIONAL
FACILITIES**

The Orange County Sheriff's Department has implemented a Tool Control Program at all jail facilities. The purpose of the program is to increase the safety at the facilities by keeping dangerous tools out of the hands of inmates. All contractors entering one of these facilities will be required to comply with the program requirements. The security staff at these facilities will make every effort to minimize any inconvenience caused by this program. We are providing you these guidelines so you can prepare the necessary documentation in advance to minimize any delay entering the facility.

All contractors performing work inside the security area of the facilities will be required to have their tools inventoried upon entry to and exit from the facility.

Instructions for persons entering the facility:

- Complete the attached inventory form listing all of the tools you will need to take inside (preferably prior to arrival at the facility). Limiting the number of tools needed will speed your entry and departure.
- Present the written inventory at the entrance to the facility at which you are working.
- A member of the security staff will compare the tools you are taking into the facility to your written inventory and return the form to you after signing it.
- A member of the security staff will repeat the inventory on your way out of the building to make sure you have not left any tools at the job site.
- The security staff will retain the original inventory, but will make you a copy if you need one.
- Contractors performing regular work at these facilities should prepare advance inventories for each toolbox with a few blank lines at the bottom and store the inventories on a computer. When you need to come to a facility, you can print the appropriate pages to take with you and handwrite any additional special tools at the bottom.
- If needed, you will be allowed entry to the facility to look at the work to be done prior to determining what tools you will need to minimize the number of tools subject to the inventory requirement.

Instructions for vehicles entering the facility:

- All vehicles entering the secured parking area of any correctional facility operated by the Orange County Sheriff's Department will be subject to search and will be logged in and out at the gate.
- Vehicles entering the Intake Release Center or Theo Lacy Facility will not need to have the tools inventoried. You will only need to inventory the tools to be carried inside the facility.
- Vehicles entering the James A. Musick Facility will need to be inventoried prior to entering and exiting the facility.

Contact Information if you have questions about this policy or need more information:

James A. Musick Facility • (949) 855-7777

Intake Release Center • (714) 647-6120

Theo Lacy Facility • (714) 935-6216

JOB TOOL INVENTORY LIST

Date: _____ Name: _____ WO# _____

*Security staff must initial and write down their badge number for both the in and out inventory.

<u>Tool / ID #</u>	<u>In</u>	<u>Out</u>
1) _____	<input type="checkbox"/>	<input type="checkbox"/>
2) _____	<input type="checkbox"/>	<input type="checkbox"/>
3) _____	<input type="checkbox"/>	<input type="checkbox"/>
4) _____	<input type="checkbox"/>	<input type="checkbox"/>
5) _____	<input type="checkbox"/>	<input type="checkbox"/>
6) _____	<input type="checkbox"/>	<input type="checkbox"/>
7) _____	<input type="checkbox"/>	<input type="checkbox"/>
8) _____	<input type="checkbox"/>	<input type="checkbox"/>
9) _____	<input type="checkbox"/>	<input type="checkbox"/>
10) _____	<input type="checkbox"/>	<input type="checkbox"/>
11) _____	<input type="checkbox"/>	<input type="checkbox"/>
12) _____	<input type="checkbox"/>	<input type="checkbox"/>
13) _____	<input type="checkbox"/>	<input type="checkbox"/>
14) _____	<input type="checkbox"/>	<input type="checkbox"/>
15) _____	<input type="checkbox"/>	<input type="checkbox"/>
16) _____	<input type="checkbox"/>	<input type="checkbox"/>
17) _____	<input type="checkbox"/>	<input type="checkbox"/>
18) _____	<input type="checkbox"/>	<input type="checkbox"/>
19) _____	<input type="checkbox"/>	<input type="checkbox"/>
20) _____	<input type="checkbox"/>	<input type="checkbox"/>
21) _____	<input type="checkbox"/>	<input type="checkbox"/>
22) _____	<input type="checkbox"/>	<input type="checkbox"/>
23) _____	<input type="checkbox"/>	<input type="checkbox"/>
24) _____	<input type="checkbox"/>	<input type="checkbox"/>
25) _____	<input type="checkbox"/>	<input type="checkbox"/>
26) _____	<input type="checkbox"/>	<input type="checkbox"/>
27) _____	<input type="checkbox"/>	<input type="checkbox"/>
28) _____	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT H
AiM™ SOFTWARE LICENSE AGREEMENT

This AiM Software License Agreement (“License Agreement”) is between AssetWorks LLC, a Delaware corporation, with offices at 1777 NE Loop 410, Suite #1250, San Antonio, Texas 78217 (hereinafter called “Contractor”) and County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology “OCIT”, with office at 1501 E. St. Andrew Place, 2nd Floor, Santa Ana, CA 92705 (hereinafter called "County").

ARTICLE I - LICENSE

- A. Contractor grants to COUNTY a non-exclusive, perpetual (subject to Article VI) and non-transferable license for use of the AiM software specified in Attachment B ("Software") on the COUNTY’s database servers and application servers and within the scope of permitted use as set forth in Attachment B (the database servers and application servers shall be referred to as the “Environment”); pursuant to this license, COUNTY may have one production instance and up to one testing instance for testing and development. If any part of the Environment becomes temporarily inoperative the license may be extended to backup servers until such time as the Environment becomes operative again at which time all Software will be returned to the Environment. Except as provided above, use of Software other than in the Environment requires additional fees to those specified in Attachment B. COUNTY'S license is to use the Software in its own business; COUNTY has no right to use the Software in processing work for third parties. If procuring a site license, "Site" is defined as the size of COUNTY’s organization as of the effective date of this License Agreement; any expansion of the organization via acquisition, consolidation, merger, restructuring or similar acts could result in additional license fees and increased maintenance fees, as reasonably required by Contractor. Unless noted otherwise in Schedule 1, if COUNTY is a higher education campus, COUNTY is permitted to use the Software only in the COUNTY’s facilities operations excluding auxiliary or independent agencies such as Housing or Medical Centers.
- B. The specific components included in the term Software to be provided to COUNTY hereunder are listed on Attachment B.

ARTICLE II - FEES AND PAYMENTS

COUNTY shall pay Contractor the license fees detailed in Attachment B, Cost/Compensation.

ARTICLE III - NON-DISCLOSURE

- A. Subject to the other paragraphs in this Article III and the California Public Records Act, COUNTY agrees that the Software shall be held in confidence by COUNTY and shall not be disclosed to others without the prior written consent of Contractor. This obligation to hold confidential does not apply to any portion of the Software (1) developed by COUNTY and in COUNTY's possession prior to the receipt of same from Contractor; (2) which at the time of disclosure is part of the public domain through no act or failure to act by COUNTY; or (3) which is lawfully disclosed to COUNTY without restriction on further disclosure by another party who did not acquire same from Contractor.
- B. COUNTY may copy, in whole or in part, any printed material relative to the Software that may be provided by Contractor under this License Agreement. Additional copies provided by Contractor will be billed to COUNTY at Contractor’s standard rates.

- C. Any Software provided by Contractor in machine-readable form may be copied by COUNTY for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. COUNTY agrees to keep the original and any copies of that Software at the same location as COUNTY's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.

ARTICLE IV – WARRANTIES

- A. Contractor represents and warrants that it has the right to license the Software to COUNTY as provided in Article I. Contractor further represents that the Software will conform to the specifications published by Contractor or provided by Contractor to County (“Documentation”). In the event the Software fails to conform to the Documentation, Contractor’s sole obligation shall be to correct the errors in accordance with the provisions of Article IV D and as otherwise provided in the Contract.
- B. Infringement terms are detailed in Article H, Patent/Copyright Materials/Proprietary Infringement, of the Contract.
- C. COUNTY agrees to defend and hold Contractor harmless against any claims made by any third party against Contractor arising out of COUNTY's unauthorized use of the Software unless such claims are due to the negligence or willful misconduct of Contractor.
- D. The warranty period for the Software shall extend for a period of ninety (90) days from the date of delivery of the Software. During the warranty period, in the event that COUNTY encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, Contractor will respond as follows:
 1. In the event that, in the mutual and reasonable opinion of Contractor and COUNTY, there exists an error or nonconformance to the Documentation, Contractor will take such steps as are required to correct the error with due dispatch.
 2. In the event that, in the mutual and reasonable opinion of Contractor and COUNTY, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, Contractor will correct the error and distribute the correction to COUNTY in accordance with Contractor’s normal Software revision schedule.
- E. Contractor does not warrant third party software. Warranties, if any, for third party software is passed through to COUNTY.
- F. Warranty terms are detailed in Article G, Warranty, of the Contract.

ARTICLE V – INTELLECTUAL PROPERTY RIGHTS

- A. COUNTY acknowledges and agrees that the Software consists of proprietary source code developed and owned by Contractor (“Contractor Software”) as well as contributions made by third parties whose source code (“Third Party Software”) is incorporated into and made a part of the Software.
- B. The current list of Third Party Software is listed in the Documentation, and COUNTY acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised Documentation furnished to COUNTY with such updates, enhancements and upgrades to the Software. COUNTY agrees to be bound by the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the Documentation, as amended from time to time.

- C. COUNTY agrees that Contractor is the owner of all right, title and interest in all Contractor Software, including (i) any Source Code, Object Code, enhancements and modifications; (ii) all files, including input and output materials pertaining to the Contractor Software; (iii) all documentation related to the Contractor Software; (iv) all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media); and (v) all related material that is furnished by Contractor.
- D. COUNTY agrees that, notwithstanding inclusion of Third Party Software in the Software, except as required by the California Public Records Act, neither the Contractor Software nor the Software shall enter the public domain by reason of the terms and conditions of this License Agreement or the inclusion of Third Party Software in the Software, and COUNTY shall do nothing to cause any infringement of Contractor's proprietary rights or to cause the Contractor Software or the Software to enter the public domain.
- E. COUNTY agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the Contractor Software, the Third Party Software or the Software.
- F. Neither Party grants to the other Party under this License Agreement any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.

ARTICLE VI - TERMINATION

- A. Termination terms are detailed in Article K, Termination, of the Contract.
- B. All Software and Documentation supplied hereunder by Contractor shall be and remain the property of Contractor. Upon termination of this License Agreement, whatever the reason, such Software and documentation and any copies thereof made by COUNTY pursuant to this License Agreement shall be returned to Contractor.

ARTICLE VII - ASSIGNMENT

Assignment terms are detailed in Article I, Assignment or Sub-contracting, of the Contract.

ARTICLE VIII- OTHER AUTHORIZED BUYERS

If COUNTY is a governmental entity, the parties agree that other governmental entities (including state agencies) ("Other Buyers") may purchase under these license terms. If Other Buyers exercise the right to purchase under this provision, the Other Buyer shall be substituted for "COUNTY" herein and shall be entitled to all rights and be responsible for all obligations with respect to the Other Buyer's purchases; the Other Buyer is not responsible for COUNTY purchases. COUNTY and each Other Buyer will be responsible for its purchases only and shall not be responsible for any Other Buyer's obligations. Contractor reserves the right to request each Other Buyer execute separate documentation with identical terms unless Contractor and such Other Buyer agree otherwise.

ARTICLE IX- ENTIRE AGREEMENT

Entire Agreement terms are detailed in Article B, Entire Contract, of the Contract.

ARTICLE X - GOVERNING LAW; DISPUTES

Governing Law terms are detailed in Article A, Governing Law and Venue, of the Contract.

ATTACHMENT I
AiM™ SOFTWARE MAINTENANCE AGREEMENT

This AiM Software Maintenance Agreement (“Maintenance Agreement”) is between AssetWorks LLC, a Delaware corporation, with an office located at 1777 NE Loop 410, Suite #1250, San Antonio, Texas 78217 (hereinafter called “Contractor”) and County of Orange, a political subdivision of the State of California, hereinafter referred to as “County”, acting through the County Executive Office/Orange County Information Technology “OCIT”, with office at 1501 E. St. Andrew Place, 2nd Floor, Santa Ana, CA 92705 (hereinafter called "County").

A. BACKGROUND

1. Contractor and COUNTY are parties to the Software License Agreement in Attachment H, pursuant to which COUNTY has licensed certain software products (“Software”) from Contractor.
2. Support and maintenance (“Maintenance”) for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, when made available generally from Contractor, program updates and enhancements.
3. The purpose of this Maintenance Agreement is to set forth the terms and conditions upon which COUNTY has agreed, at its option, to subscribe to Maintenance from Contractor.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence upon delivery of the Software and shall thereafter have a term of twelve (12) months. The first twelve-month period is included in this Contract at no charge to the County. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below, until the expiration of the Contract. Correction of Deviations

In the event that COUNTY encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to Contractor. Upon receipt, Contractor will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of Contractor and COUNTY, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, Contractor may correct the Deviation and distribute the correction to COUNTY in accordance with Contractor’s normal Software revision schedule;
- b. In the event that, in the mutual and reasonable opinion of Contractor and COUNTY, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, Contractor will take such steps as are required to correct the Deviation with all due dispatch. Corrections will be applied and distributed to the latest software release. Contractor will have no obligation to provide development support for an issue that can be resolved by County installing a revision to the software.

2. Software Revisions

The Software may be revised by Contractor as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:

- a. Revisions that COUNTY is obliged to implement (“Mandatory Revisions”);
- b. Revisions that may be implemented by COUNTY at its option (“Optional Revisions”).

No charge shall be made to COUNTY for either Mandatory Revisions or Optional Revisions.

3. Telephone Hotline Assistance

Contractor, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests that may be made by COUNTY relating to the application and operation of the Software. Telephone support is available M-F, 7 am to 7 pm central time.

4. Web Support/ Technical Literature

Contractor also provides support via a website. Web support is available 24 hours a day, 7 days a week Contractor shall make available to COUNTY all technical literature that is considered by Contractor to be relevant to the Software and its use within the scope of COUNTY's operations. Web support is available 24 hours a day, 7 days a week.

5. Transmission

All Revisions and New Releases (software distributions) will be transmitted to COUNTY via FTP or other suitable media, at the option of Contractor. COUNTY shall be solely responsible for mounting the software distribution and executing the appropriate instructions in order to transfer the Revisions or New Releases onto to its system.

6. Remote Diagnostic Access

COUNTY shall provide appropriate access by which Contractor may, with the permission of COUNTY, remotely access the Software for the purpose of remote diagnostics and support.

7. Proper Use

- a. COUNTY agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that COUNTY does misuse the Software or data files, correction of the situation will be at COUNTY's expense.
- c. In the event that diagnostic assistance is provided by Contractor, which, in the reasonable opinion of Contractor and COUNTY, relates to problems not caused by a Deviation in the Software, such assistance shall be at COUNTY's expense.

8. Software Maintenance Fee – Paid Up License

The Software Maintenance fees are detailed in Attachment B, Cost/Compensation, of the Contract.

9. Additional Software Maintenance Fee – Paid Up License

The Software Maintenance fees are detailed in Attachment B, Cost/Compensation, of the Contract.

10. Other Fees and Expenses

The Software Maintenance fees are detailed in Attachment B, Cost/Compensation, of the Contract.

11. Payment Terms

The Software Maintenance payment terms are detailed in Attachment B, Cost/Compensation, of the Contract.

12. Default and Termination

Termination terms are detailed in Article K, Termination, of the Contract.

13. Limitation of Liability

Limitation of Liability terms are detailed in Article 37, Limitation of Liability, of the Contract.

14. Intellectual Property

- a. Contractor is the owner of all right, title and interest in the Software, including (i) any source code, object code, enhancements and modifications; (ii) all documentation related to the Software; and (iii) all related material that is furnished by Contractor. COUNTY'S rights in the Software are set forth in the Contract (including Attachment H, AiM Software License Agreement). COUNTY expressly waives any claim of ownership to or right in any suggestions, feedback, or ideas made by COUNTY to Contractor to improve or change the Software.

C. **General Terms**

1. Assignment terms are detailed in Article I, Assignment or Sub-contracting, of the Contract.
2. All provisions of this Maintenance Agreement, which by their nature should survive termination of this Maintenance Agreement, will so survive.
3. No delay or failure by either Party to exercise any right hereunder, or to enforce any provision of this Maintenance Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Maintenance Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Maintenance Agreement will not be affected.
5. Governing Law terms are detailed in Article A, Governing Law and Venue, of the Contract.
6. Notice terms are detailed in Article 44, Notices, of the Contract.
7. Attorney Fees terms are detailed in Article DD, Attorney's Fees, of the Contract.
8. Force Majeure terms are detailed in Article T, Force Majeure, of the Contract.
9. Entire Agreement terms are detailed in Article B, Entire Contract, of the Contract.

**ATTACHMENT J
INFORMATION TECHNOLOGY USAGE POLICY**

**SEE SEPARATE ATTACHMENT TITLED
“INFORMATION TECHNOLOGY USAGE POLICY”**

**ATTACHMENT K
DELIVERABLE ACCEPTANCE FORM**

County Name: _____

Contract Number: _____

Dates (Time Frame): _____

Deliverable Description: _____

Date Submitted: _____

Submitted By: _____

This document serves as acknowledgement of the deliverables indicated above. County and Contractor signatures below indicate acceptance of the Deliverable. ***(Please print, sign, and return to the Contractor's Project Manager via hard or scanned copy.)***

County

<input name>

Contractor

<input name>

signature

Signature

Date Accepted

Date Accepted