



CONTRACT MA-003-22010575

FOR

**CAPS+ UPGRADE/REPLACEMENT STRATEGY
CONSULTANT SERVICES**

BETWEEN

THE ORANGE COUNTY AUDITOR-CONTROLLER

AND

INTUEOR CONSULTING, INC.

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**CONTRACT MA-003-22010575
FOR
CAPS+ UPGRADE/REPLACEMENT STRATEGY
CONSULTANT SERVICES**

This Contract MA-003-22010575 for the CAPS+ Upgrade/Replacement Strategy Consultant Services (“Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, acting on behalf of the Office of the Auditor-Controller (“County”) and Intueor Consulting Inc., with a place of business 7700 Irvine Center Drive, Suite 610, Irvine CA 92618 (“Contractor”), with a County and Contractor sometimes referred to individually as a “Party” or collectively as the “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments which are incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Compensation/Terms of Payment
- Attachment C – County Provided Resources
- Attachment D – Organization Chart and Staffing Plan

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) to perform Consultant Services for the CAPS+ Upgrade/Replacement Strategy, as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of RFP No. 003-C020439-LB; and

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent, or authorized deputy, to enter into a Contract for CAPS+ Upgrade/Replacement Strategy Consultant Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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. 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 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 adjudication to another county.
- B. **Entire Contract:** This Contract, comprised of these terms and conditions, Attachments A, B, C, and D, which are incorporated herein, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. 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 accepted in writing by County's Purchasing Agent or his designee, hereinafter "DPA."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work as outlined in Attachment A.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 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 in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will 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 penalties pursuant to Section 1741 of the California Labor Co.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty for cause, if Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies, or after 30 day's written notice without cause, except for any alleged breach of this Agreement which shall be subject to a cure period, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County and Contractor of all further obligation on the effective date of termination but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be 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.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods and services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; 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 subcontractors.
- O. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance

must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

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 the Contractor shall provide the minimum limits and coverage as set forth below:

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

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:

An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN Contract.

A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN Contract.

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.

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 the County may suspend or terminate this Contract.

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the 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 agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

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 County of Orange Risk Manager as appropriate to adequately protect County.

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.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change in Ownership/Name, Litigation Status, Conflicts with County Interests:** 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 goods and 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.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information 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 Contractor and Contractor's staff, agents and employees.

- T. **Compliance with Laws:** Contractor 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 paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws
- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **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 hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had been represented by experienced and knowledgeable independent legal counsel of their 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 they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or 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 effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.
- Z. **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 which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. 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 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. **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 the County who will be required to sign Contractor’s Nondisclosure Agreement) access during normal working hours to all books, accounts, records, reports, files, financial records, (“Records”) directly relating to the Contract, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting the Records any aspect of performance directly relating to Contract. The inspection and/or audit will be confined to those matters performance directly relating to the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s Records before final payment is made.

Contractor agrees to maintain such Records for possible audit for a minimum of three years after final payment, unless a longer period of Records retention is stipulated under this Contract or by law, up to seven (7) years. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such Records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor’s Records pertaining to this Contract shall be forwarded to the County Project Manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned DPA in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor, related to Consultant Services for the CAPS+ Upgrade/Replacement Strategy as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A.”
2. **Term of Contract:** This Contract shall commence work on the date this Contract is fully executed and shall be effective for five calendar months, unless otherwise terminated by County.

3. **Precedence:** The Contract documents consist of this agreement and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this agreement, i.e., those provisions set forth in the recitals and articles of this agreement, and then the exhibits and attachments.
4. **Compensation:** This is a fixed fee price Contract between the County and Contractor for services provided in Attachment A – Scope of Work. Compensation for services shall be as set forth in Attachment B – Cost/Compensation, attached hereto and made a part hereof.
5. **Conflict of Interest – Proposer’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.
6. **Conflict of Interest – County Personnel:** The Orange County Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **County Project Manager:** The County shall appoint a “County Project Manager” to act as liaison between the County and the Contractor during the term of this contract. The County Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
8. **Contractor Project Manager and Key Personnel:** Contractor shall appoint a “Contractor Project Manager” to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Contractor Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County Project Manager, which consent shall not be unreasonably withheld.

The Contractor Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County Project Manager shall have the right to require the removal and replacement of the Contractor Project Manager from providing services to the County under this Contract. The County Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County Project Manager. The County Project Manager shall review and approve the appointment of the replacement for the Contractor Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor Project Manager from providing further services under the Contract.

9. **News/Information Release:** The Contractor agrees that it 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 the County through the County Project Manager.
10. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases,

including graphic display information to be published in newspaper, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

11. Disputes – Contract:

- A. The parties shall deal in good faith and attempt to resolve potential 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 Project Manager and the County 's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned 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 the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official 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 the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this paragraph shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in paragraph K herein.

12. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
13. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the 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 warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and

remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

14. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Company Name: Intueor Consulting, Inc.
 Attention: Ravi Nandivada
 Address: 7700 Irvine Center Drive, Suite 610,
 Irvine, CA 92618

For County: Orange County Auditor-Controller
 Attention: Mai Le
 1770 N Broadway
 Santa Ana, CA 92706

CC: Orange County Auditor-Controller
 Attention: Lorena Bogarin
 1770 N Broadway
 Santa Ana, CA 92706

15. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
16. **Reports and Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County Project Manager and the Contractor Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
17. **Termination – Orderly:** After receipt of a termination notice from the County, and if Contractor fails to cure the specified deficiencies within thirty (30) days of Contractor's receipt of notice of such deficiencies, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the

Contract. Upon termination or other expiration of this Contract, 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 the Contract.

18. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Terminate the Contract immediately, pursuant to paragraph K herein;
 - b. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
19. **Conditions Affecting Work:** The 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 know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in this Contract.
20. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
21. **Parking:** County will not pay for parking violation received while performing work related to this Contract. County will provide parking for Contractor at no charge for the Auditor-Controller Office located at 1770 N. Broadway, Santa Ana, 92706.
22. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
23. **Limitation of Liability:** Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the greater of: (i) the amount of fees paid or owing to the Contractor under the Contract, or (ii) the Contractor's applicable insurance coverage. In no event shall either party be liable to the other for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or

loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration, provided, however, that the foregoing limitation will not limit a party's liability for such party's (a) breach of its confidentiality obligations; (b) gross negligence or intentional misconduct; (c) negligent acts or omission which result in personal injury, death, or damage to tangible property (not including data); (d) infringement or misappropriation of a third party's intellectual property rights; or (e) failure to comply with applicable laws and regulations.

24. Compliance with County Information Technology Policies and Procedures:

Policies and Procedures

Contractor, its subcontractors, Contractor personnel, and all other agents and representatives of Contractor, shall at all times comply with and abide by all Information Technology (IT) policies and procedures of County that are provided to Contractor that 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. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract shall be in accordance with County's security requirements, policies, and procedures as set forth above 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"). Contractor shall at all times use commercially reasonable practices and methods, and HIPAA privacy and security regulations, if applicable to Contractor's provision of service with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement and concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and Contractor shall take all commercially reasonable measures that comply with HIPAA security and privacy regulations to secure such mechanisms. Contractor shall provide each Contractor personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County 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 their 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, at any time.

Enhanced Security Procedures

County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. 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. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

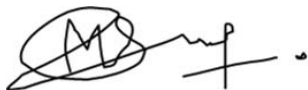
Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of County (or that may be established thereby, from time to time) that pertain to conduct on County's premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.

[Signature page follows.]

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

CONTRACTOR*: INTUEOR CONSULTING, INC.



Signature

December 21, 2021

Date

Sreeni Malireddy

Print Name

Managing Partner / CEO

Title



Signature

December 21, 2021

Date

Vijay Mididaddi

Print Name

Managing Partner / CFO

Title

*** If the contracting Party is a corporation, (2) two signatures are required as further set forth in this paragraph.**

The first signature shall be: (a) the Chairman of the Board; (b) the President; or (c) any Vice President.

The second signature shall be: (a) the Secretary; or (b) any Assistant Secretary; or (c) the Chief Financial Officer; or (d) any Assistant Treasurer.

.....
COUNTY OF ORANGE
A political subdivision of the State of California

Signature


Date

Print Name

Title

Approved by Board of Supervisors on

**Approved as to form
Office of the County Counsel
Orange County, California**

By  _____ Date 12/22/2021
Deputy County Counsel

ATTACHMENT A SCOPE OF WORK

CAPS+ Upgrade/Replacement Assessment

Background Information

The County's financial, procurement, human resources, payroll, and performance budgeting systems, collectively known as "CAPS+" (County-wide Accounting and Personnel System), is a vital component of the County's infrastructure. This system is required for County operations such as preparing financial plans, developing budgets, maintaining financial records, generating financial statements, collecting costs for federal and state program billings, procuring goods and services, and making vendor and trust fund payments. The system also processes the County's payroll and is used in administering personnel records for approximately 18,000 employees. A variety of employee payroll information is managed through the system including, but not limited to, employee deductions, pay class, leave balances, and weekly pay history. The system manages the employees' positions including, but not limited to, title, grade, pay rate, and department. The core of CAPS+ is licensed to the County by CGI Technologies and Solutions, Inc. (CGI) and comprises its multiple Enterprise Resource Planning (ERP) Advantage software products, including Financial System (FS), Personnel/Payroll (HR) System, and Performance Budgeting (PB) System.

The County has utilized CGI's Advantage software, for its core ERP system, for over 25 years. The system has been upgraded throughout that time period. The County last upgraded its FS Advantage system to version 3.10 in 2016. The HR Advantage system was last upgraded to version 3.11 in 2017.

The Information Technology environment is fluid, dynamic, and in a state of constant improvement. CAPS+ is a sophisticated system that requires a regular maintenance program to keep it abreast of system improvements and environmental changes. CAPS+ currently meets the County's requirements; however, after leveraging a solution provided by one vendor for over 25 years, the County has the responsibility to analyze its business environment, the technology utilized versus that which is available, alternative vendors in the marketplace and their reputations, and possible alternative solutions in order to ensure the County's ERP system continues to meet or exceed operational requirements. The upgrade or replacement of CAPS+ is one of the County's strategic priorities. The County envisions this strategic priority to be accomplished in three phases:

Phase One: Third-Party Analysis and Independent Report: Contractor will perform an analysis on the County's business environment and its processes. Contractor will engage the County's primary departments in the identification of their current and future accounting, procurement, human resources, payroll, and budgeting needs. Contractor will meet with County departments to perform a detailed assessment of departmental operations and to identify and document the County's current and future business processes and requirements.

Contractor will also perform an analysis of the County's current and future technical environment, review and evaluate the County's current legacy ERP platform, and consider the business and technical trends that will include the use of "Cloud" technology and services such as "Software-as-a-Service" models. The goal will be to provide the County with an overview of modern business/technical trends for inclusion into the decision-making process.

Further, Contractor will be responsible for performing an analysis of the marketplace and identifying the top governmental ERP solution providers that would best meet the County's needs. Contractor will perform a comparison of the strengths and weaknesses of the various ERP systems, the interfacing of those systems with the County's sub-systems, and the ERP solution providers' project management methodology and implementation services. The County must have an independent view of the various ERP solution providers' systems and services.

Additionally, Contractor will make the effort to gather, compile, and report on the various ERP solution providers' reputations and the experiences that other government entities, similar in size and scope to Orange County, have experienced with the ERP solution providers in question. The report will include any legal action taken against or contract cancellations experienced by each of the ERP solution providers.

Finally, Contractor will provide within its final report a listing of the County's current and future business and system requirements that are required from the future solution. The report will also identify and recommend on the potential technical direction (i.e. locally hosted solution versus Software-as-a-Service model). The recommendation will focus upon whether to simply upgrade the current CGI ERP system or for the County to release an RFP in order to compete its needs for potentially a whole new solution. Contractor will also provide a Return on Investment (ROI) to support its recommendation within its final report.

Phase Two: Request for Proposal (RFP) Development and Vendor Selection. There are two alternative paths from Phase I: Upgrade the current CGI system or seek an alternative ERP solution provider. If Phase I findings determine that an upgrade to the CGI system is the best path for the County, an RFP will not be required and the project will automatically move to phase III. However, if Phase I determines that investigating alternative service providers is in the best interest of the County, the County's staff will develop and release an RFP for alternative solutions and services. County staff will select the appropriate ERP solution provider through a competitive bid process.

Phase Three: ERP Development and Implementation. Phase III is required on either an upgrade to the current CGI system or an alternative ERP solution provider. This phase will consist of the following steps:

Step 1: Conduct a Fit Gap Analysis. This will be an in-depth analysis to ensure that the recommended solution is applicable to and complies with the County's processes, requirements, and business and technical environments. This step will also determine if any custom changes are required by the selected ERP solution provider in order to ensure the solution has the required functionality to maintain County current business processes and to advance future ones.

Step 2: Review and acceptance of the selected ERP solution provider's implementation services and project management methodologies. The County must weight availability of internal resources to the selected ERP service provider's support demands and requirements.

Step 3: Implementation of the defined solution, including the following: (1) system configuration, modification, testing, and production cut-over, (2) reporting, data warehouse, and document management solution; and (3) the development of interfaces, which allows for the transfer of data between the ERP solution and the County's supported sub-systems; and end-user training and documentation.

Services

Time is of the essence on this analysis effort. Contractor shall complete its analysis, extrapolate its findings, and report on said findings within three months of the execution of this Contract unless otherwise agreed in writing by County.

The tasks and deliverables to be completed by Contractor include, without limitation:

Group 1:

- Analysis Project approach – the framework and methodology that will be used to manage this project. Deliverables include a detailed project plan outlining project tasks and activities, work sessions, schedule, dependencies, and resources to complete this engagement;
- Analysis Project management, including the planning, tracking, monitoring, and controlling of project activities to ensure the project goes smoothly and completes on time and within budget;
- Stakeholder engagement plan, including, at a minimum, identification of stakeholders and their roles, communications methods (such as surveys, questionnaires, interviews, work sessions, etc.) and frequency;
- Business stakeholder engagement throughout the duration of the project, including executive management, business owners, Subject Matter Experts (SMEs), technical support teams, security team, and representatives from other agencies/departments who are using CAPS+ (HR/Payroll system, Financial system, and Performance Budgeting system).

Group 2:

- Discovery, data gathering, review, and documentation of the County's current business operating model; business requirements, processes, and workflows, including:
 - Finance and accounting
 - Performance budgeting
 - Human resources personnel records
 - Payroll
 - Benefits
 - Workers compensation
 - Recruiting & staffing
- Analysis of the County's existing IT environment, ERP solutions, including CAPS+ and supporting systems and interfaces to CAPS+; documentation of findings and evaluation of how these systems satisfy the County's business needs;
- Assessment of and fit analysis on how the existing IT operating model and ERP solutions accommodate the County's long-term strategy;
- Identification, analysis, and evaluation of viable alternative solutions, including those being used in other Counties or government organizations that are similar in size and scope to Orange County;

- Analysis of the marketplace and identification of top governmental ERP solution providers that would best meet the County's business needs; comparison of strengths and weaknesses of these systems, the interfacing of these systems with the County's sub-systems, and the ERP solution providers' project management/implementation services;
- Gathering, compilation and analysis of the reputations and experiences that other government entities, similar in size and scope to Orange County, have experienced with the providers in question, including any legal actions and/or canceled contracts;
- Identification of opportunities to improve business processes;
- Review and analysis of business and technical trends including the use of "Cloud" technology and services such as "Software-as-a-Service" models; recommendations to the County on how these modern business/technical trends should be considered in the decision-making process;

Group 3:

- Recommendations on future state ("to-be") for ERP services, technology, and IT operating model; impact analysis of future state on personnel, staff development, technology, IT environment, implementation costs and schedule, benefits, risks, etc.;
- Evaluation and recommendations on strategy for ERP capabilities and services, including options for upgrading existing platform, replacing current platform, and/or hybrid model;
- Cost analysis and comparison of current system upgrade versus alternative solutions; total cost of ownership analysis; and formulate a return on investment on the recommended path.
- A formal list of business and system requirements to be used within the upgrade of the current system or on the solicitation of a new ERP solution;
- Analysis and recommendation on whether to simply upgrade the current ERP system or for the County to release an RFP in order to compete its needs for potentially a whole new solution;
- All information above shall ultimately be delivered in a final, well-organized report to the Orange County Auditor-Controller.

ATTACHMENT B
COMPENSATION AND INVOICING

1. Compensation:

This is a fixed fee price Contract between the County and Contractor for services provided in the Scope of Work. The total amount of this contract shall not exceed **\$399,000**. Payment to Contractor shall be paid according to the following schedule milestone deliverables upon approval and sign-off by the County's Project Manager:

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work.

2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

Milestone	Deliverables	Fixed Fee
M01	<ul style="list-style-type: none"> • Project kickoff meeting • Project plan • Status reporting templates, schedule, and approach • Communications plan • Quality assurance plan • OCM stakeholder assessment <p>Sign-off by County Project Manager that the tasks and deliverables specified in the SOW Services Task Group 1 have been completed to the County's satisfaction</p>	\$49,000
M02	<ul style="list-style-type: none"> • Updated Project Plan • Periodic status reporting • ERP-standard business requirements document • Unique business requirements document • Technology fit gap analysis • Recommendations for improvement • Recommendations for "to be" processes • Sign-off by County Project Manager that the tasks and deliverables specified in the SOW Services Task Group 2 have been completed to the County's satisfaction 	\$200,000
M03	<ul style="list-style-type: none"> • Updated project plan • Periodic status reporting • Enterprise application alternatives assessment report • Implementation roadmap and business case • Total cost of ownership estimate • Sign-off by County Project Manager that the tasks and deliverables specified in the SOW Services Task Group 3 have been completed to the County's satisfaction 	\$150,000

3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears for services rendered, to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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

II Payment – Invoicing Instructions:

Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different than above
3. Contract # MA-003-22010575
4. Contractor's Federal I.D. Number
5. Services Provided
6. Invoice Amount (the amount invoiced shall not exceed the established fixed fee price for each period)
7. Total Due to Contractor

The responsibility for providing an acceptable invoice rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoices and support documentation are to be forwarded to:

Orange County Auditor-Controller
 Financial Services Unit
 Attention: Christine Nguyen
 1770 N. Broadway
 Santa Ana, CA 92706
 e-mail: ACAdmin@ac.ocgov.com

Payment (Electronic Funds Transfer)

County offers Contractor the option of receiving payment directly to its bank account `via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail.

An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

ATTACHMENT C
COUNTY PROVIDED RESOURCES

Contractor must identify and list any requirements for County-furnished equipment, materials, facilities or any other County support that will be necessary to implement and complete this project. The County reserves the right to accept or reject any and all requests /requirements for County-Furnished items and assistance.

1. Reasonable office space, desks, tables, chairs, and telephones will be provided during normal County work hours (8:00 a.m. to 5:00 p.m.) only.
2. Access to a photocopy machine will be provided.
3. Long-distance calls are to be charged to the Contractor's credit card
4. County will not pay for parking violation received while performing work related to this Contract. **County will provide parking for Contractor at no charge for the Auditor-Controller Office located at 1770 N. Broadway, Santa Ana, 92706.**

Team Intueor Response: Team Intueor acknowledges the resources that the County will provide to our team during the course of the project. Team Intueor has no additional resources requirements from the County, above and beyond those listed above.

**ATTACHMENT D
ORGANIZATION CHART AND STAFFING PLAN**

Contractor to provide a complete listing of names, titles of the key personnel, and roles assigned to the project. Contractor shall also include any and all subcontractors which are anticipated to perform any part of the services specified in Attachment A – Scope of Work.

<u>NAME</u>	<u>CLASSIFICATION</u>
<u>Ravi Nandivada</u>	<u>Principal-in-Charge (Intueor)</u>
<u>Sreeni Malireddy</u>	<u>Managing Partner (Intueor)</u>
<u>Matt Nixon</u>	<u>Project Manager (KPMG)</u>
<u>Andy Wakefield</u>	<u>Senior Principal Consultant (Intueor)</u>
<u>Steve Rupp</u>	<u>Subject Matter Expert (Intueor)</u>
<u>Greg Stimson</u>	<u>Subject Matter Expert (Intueor)</u>
<u>Faisal Awan</u>	<u>Subject Matter Expert (Intueor)</u>
<u>Brian Frese</u>	<u>Subject Matter Expert (KPMG)</u>
<u>Anwar Sophy</u>	<u>Subject Matter Expert (KPMG)</u>

The substitution or addition of other individuals in any key given category or classification shall be allowed only with prior written approval of the County. Other consultants and/or specialized personnel may be assigned as needed, subject to approval by the County Project Manager.