



**SYSTEM AND SERVICES AGREEMENT BETWEEN  
BROWARD COUNTY AND ELECTRONIC DATA, INC.**

This System and Services Agreement (the "Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Electronic Data, Inc., a Florida corporation ("EDI" or "Provider") (collectively, County and EDI are referred to as the "Parties").

**RECITALS**

A. County desires to implement EDI's airport specific Strategic Asset Management Solution ("eSAM") for County's airports. EDI provides eSAM as an integrated solution to the IBM Maximo software currently utilized throughout County's airports.

B. The Parties wish to enter into an agreement whereby County obtains a license to Provider's intellectual property related to eSAM and Provider is responsible for the full implementation of eSAM, configured to County's existing infrastructure.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Business hours or business day**. 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays and on which County has not otherwise declared its offices closed.
- 1.3 **Contract Administrator**. Director, Broward County Aviation Department, or such person's successor as designated by County in writing.
- 1.4 **Documentation**. All manuals, user documentation, specifications, and other related materials pertaining to the System and other hardware and software that Provider customarily furnishes to purchasers of the System.
- 1.5 **Licensed Technology**. Any proprietary or third-party software or other intellectual property, including the Documentation, provided by EDI to allow County to access and utilize the System in conformance with the Statement of Work.
- 1.6 **Purchasing Director**. The Broward County Purchasing Director as appointed by the Broward County Administrator.
- 1.7 **Services**. All installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A.

1.8 Software. IBM Maximo Asset Management 7.6.0.5 and DataSplice Mobile 5, and any subsequent updates, upgrades, releases, or enhancements thereto.

1.9 System. The implemented IBM Maximo Enterprise Asset Management solution, including EDI's eSAM for Airports, Airfield Inspections with Part 139 Compliance, mobile inspections, EDI Safety Management System ("SMS"), Part 1542 Airport Security Compliance, GIS Integration to Maximo, and Building Information Modeling ("BIM") Maximo Integration, identified in Exhibit A and being provided to County pursuant to this Agreement.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

|                  |                                      |
|------------------|--------------------------------------|
| <b>Exhibit A</b> | <b>Statement of Work</b>             |
| <b>Exhibit B</b> | <b>Payment Schedule</b>              |
| <b>Exhibit C</b> | <b>Insurance Coverages</b>           |
| <b>Exhibit D</b> | <b>Work Authorization Form</b>       |
| <b>Exhibit E</b> | <b>Airport Security Requirements</b> |

If there is a conflict or inconsistency between any provision contained in Articles 1 - 14 and any provision contained in any of the Exhibits, the provision of Articles 1 - 14 shall prevail and be given effect unless expressly stated to the contrary.

## ARTICLE 3. SCOPE OF SERVICES & SOFTWARE LICENSE

3.1 Scope of Services. Provider shall complete all Services required in this Agreement inclusive of the Exhibits. Unless stated otherwise in this Agreement, the work required of Provider includes all labor, materials, and tasks, whether or not enumerated in the Agreement, that are such an inseparable part of the work expressly stated in the Agreement that exclusion thereof would render Provider's performance impractical, illogical, or unconscionable.

3.2 Licensed Technology. Provider grants to County a royalty-free, nonexclusive right to use the Licensed Technology and System for the duration of this Agreement, with no geographical limitations, for an unlimited number of users, including the right to use any embedded third party software within the System or required to operate or allow access to the Licensed Technology or System. This right to use is granted solely for County governmental and business purposes, including on- and off-site access and use of the System by authorized third party users, including those persons or entities with which County may contract to operate the System, and for the benefit of and use by all governmental entities within the County, including the offices of the County constitutional officers.

3.3 Change of Scope Procedures. Provider acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly provided herein. To the extent any goods or services under this Agreement, or the quantity thereof, are optional ("Optional

Services"), County may select the type, amount, and timing of such goods or services pursuant to a Work Authorization (Exhibit D) executed by Provider and County pursuant to this section, and provided that no such selection, when combined with those goods or services required under the Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in the Agreement, Work Authorizations for Optional Services pursuant to this section shall be executed on behalf of the County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to the County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority shall require Board approval. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Provider shall not commence work on any Work Authorization until after receipt of the applicable Notice to Proceed.

3.4 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Provider to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications that do not increase the total cost to County or waive any rights of County.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1 Term. The Agreement shall become effective on the date it is fully executed by the Parties (the "Effective Date"). The initial term of the Agreement shall be for a period of two (2) years from the date of Final Acceptance (the "Initial Term").

4.2 Extensions. County shall have the option to renew this Agreement for up to three (3) additional one (1) year terms by sending notice of renewal to Provider at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this renewal option. In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable or if no extension is available and expiration of this Agreement would result in a gap in the provision of services necessary for the ongoing operations of the County, then this Agreement may be extended on the same terms and conditions by the Purchasing Director for period(s) not to exceed three (3) months in the aggregate provided that any such extension is within the authority of the Purchasing Director or otherwise authorized by the Board.

4.3 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds, in accordance with Chapter 129, Florida Statutes.

4.4 Timetable. If any Release of the System fails to achieve Release Acceptance, as defined in Exhibit A, within ninety (90) days of Provider's written notification to County that the applicable Release is ready for testing, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event Provider shall forfeit all Holdback amounts identified in Exhibit B due for the applicable Release.

4.5 Time is of the essence for all performance required under this Agreement.

**ARTICLE 5. COMPENSATION**

5.1 For the duration of the Agreement, County will pay Provider in accordance with Exhibit B up to the following maximum amount(s):

| <b>Services/Goods</b>             | <b>Term</b>   | <b>Not-To-Exceed Amount</b> |
|-----------------------------------|---|-----------------------------|
| System and Services per Exhibit A | Initial Term  | \$1,128,800.00              |
| Optional Services                 | Duration of the Agreement (inclusive of any renewals) | \$350,000.00                |
| <b>TOTAL NOT TO EXCEED</b>        |   | \$1,478,800.00              |

Payment shall be made only for work actually performed and completed pursuant to this Agreement or as otherwise set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Provider as full compensation for all such work. Provider acknowledges that the amounts set forth herein are the maximum amounts payable for the respective terms and constitute a limitation upon County's obligation to compensate Provider for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Provider's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, Provider shall not be reimbursed for any expenses it incurs under this Agreement.

5.2 Method of Billing and Payment

5.2.1 Invoices. Provider may submit invoices only for goods provided and services completed in accordance with the Payment Schedule set forth in Exhibit B. Unless otherwise indicated in Exhibit B, an original plus one copy of each invoice must be submitted within fifteen (15) days after the end of the month for which payment is sought, except that the final invoice must be submitted no later than sixty (60) days after all services are completed. Provider shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers on the form provided by County, as may be modified in County's reasonable discretion. If applicable, the certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the certification form, explaining the good cause why payment has not been made. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any

Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period.

5.2.2 Payments. County shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49). Payment shall be made to Provider at the most recent address designated under the "Notices" provision of this Agreement. To be deemed proper, an invoice must comply with all requirements set forth in this Agreement and must be submitted pursuant to any instructions prescribed by the Contract Administrator. County shall have the right to withhold payment of the invoice based on Provider's failure to comply with any term, condition, or requirement of this Agreement. The Parties hereto agree that any amounts so withheld shall not be subject to payment of any interest by County.

5.2.3 Unless a shorter period is required under applicable law or under the applicable contract, Provider shall pay its Certified Business Entity ("CBE") subcontractors and suppliers within fifteen (15) days following receipt of payment from County and shall pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from County.

5.3 Travel. With respect to travel costs and travel-related expenses, Provider agrees to adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that have not been approved in advance, in writing, by County.

5.4 Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Provider may offer incentive or volume discounts to County at any time.

## **ARTICLE 6. WARRANTIES**

6.1 Ownership and License Rights. Provider represents and warrants that Provider, its agents, and employees shall fully comply with the license and use terms and conditions for the Software. Provider shall promptly notify County in the event of any misuse or violation of the terms or scope of use for the Software licensed by County. Provider represents that the Services and System contemplated by this Agreement are consistent with and permitted under the license terms of the Software, and that the System as fully implemented will not violate any license or use terms and conditions for the Software or any other software or hardware utilized by the System. Provider represents and warrants that it has the right to grant to County the rights granted under this Agreement as to the System. County is solely responsible for complying with all applicable license agreements for third party software utilized to access the System. Provider warrants that it has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

6.2 System Warranty. From the date of Final Acceptance for a period of one (1) year, Provider represents and warrants to County that the System will perform substantially as described in the

Documentation, the Product Requirements Document ("PRD"), and the Statement of Work (Exhibit A). This warranty does not cover any failure of the System resulting from (a) use of the System in a manner other than that for which it was intended; (b) any modification of the System by County that is not intended or authorized by Provider; (c) County's provision of improperly formatted data to be processed through the System; or (d) an error or defect in the IBM Maximo software not caused by the Licensed Technology or System. As part of its warranty under this Section 6.2, EDI shall record reported issues and perform analysis on those issues to determine the root cause of the problem.

6.3 Warranty Regarding Viruses and PCI Compliance. Provider further represents, warrants, and agrees that Provider has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of its networks, software, and firmware from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. To the extent Provider performs any Services that permit the System to accept, transmit, or store any credit cardholder data, Provider represents and warrants that the System complies with the most recent of the Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

6.4 Intellectual Property Warranty. Provider represents and warrants that the System (or any portion thereof) and Services to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

6.5 Quality of Performance and Materials. Provider represents and warrants that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such Services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Provider agrees that all Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such Services shall meet or exceed prevailing industry and professional standards for such Services. Provider represents and warrants that all materials, equipment, and products furnished pursuant to this Agreement shall be of good quality and free from defective or inferior workmanship; any items found not to be in conformance with the foregoing and with the Documentation or applicable specifications (if any) in Exhibit A shall be replaced by Provider at no additional cost to County. If requested by the Contract Administrator, Provider shall develop and utilize a quality assurance plan approved by County to ensure the appropriate quality of the work and materials provided under this Agreement.

6.6 Remedy for Breach of Warranty. In the event of written notice from County of a breach of warranty, Provider shall, at no charge to County, promptly correct the warranty breach including, when required, by (a) correcting the System or (b) providing to County other measures that correct the breach. In addition, upon notice from County of any warranty breach or other error or defect in the System, Provider will immediately provide to County any known reasonable methods of operating the System in a manner that eliminates the adverse effects of the error or defect. If Provider is unable to correct a material breach of this article within a reasonable period

of time not to exceed ten (10) business days, County shall be entitled to cancel the Agreement, and neither party shall have any further obligation under the Agreement except as to any provision that expressly survives the Agreement's termination or expiration. In addition, to the extent the breach relates to the warranty provided under Section 6.2, Provider will forfeit the applicable Holdback amount per Exhibit B due for the warranty period. In the event of a breach of warranty for which EDI (a) corrects the System or (b) provides County other measures to correct breach, the System as corrected will be warranted for the period set forth in Section 6.2 upon County issuing notice of acceptance of the System as corrected. The remedies in this section are in addition to any other rights and remedies County may have under this Agreement or applicable law.

## **ARTICLE 7. DELIVERY, TESTING AND ACCEPTANCE**

7.1 Documentation. Provider shall deliver copies of the Documentation promptly after the Effective Date, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Provider represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the applicable portions of the System efficiently and in accordance with Exhibit A. County has the right to copy and modify the Documentation as it deems necessary for its own internal use.

7.2 Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days following completion of installation and integration of the System, County shall test the System to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Provider prior to the written confirmation by the County's Chief Information Officer or his or her designee that the System has successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

7.2.1 The testing period for each Release (as identified in Exhibit A) shall commence on the first business day after Provider informs County in writing that it has completed the Services required to be performed for the applicable Release prior to testing and that the Release is ready for testing, and shall continue for a period of up to thirty (30) days.

7.2.2 During the applicable testing period, County may notify Provider in writing of any error or defect in the System or the Release, based on the PRD, Statement of Work, and all test scripts, so that Provider may make any needed modifications or repairs. If Provider so elects in

writing, testing will cease until Provider resubmits the Release for Release Acceptance testing, at which time the testing period shall be reset to that of a first submission of that Release for testing.

7.2.3 County shall notify Provider in writing of its Release Acceptance or rejection of the applicable Release, or any part thereof, within fifteen (15) days after the end of the applicable testing period, as same may be extended or reset. If County rejects the Release, or any part thereof, based on any of the requirements outlined in the PRD, Statement of Work, and all test scripts, County shall provide notice identifying the criteria for Release Acceptance that the Release failed to meet. Following such notice, Provider shall have thirty (30) days to (a) modify or repair the Release, System, or any portion thereof, or (b) otherwise respond to County's notice. If Provider modifies or repairs the Release, System, or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 7.3. If County fails to notify Provider in writing of a decision within fifteen (15) days after the end of the applicable testing period, Provider may make a written request to the Contract Administrator for a determination of acceptance or rejection of the Release or System. If the Contract Administrator does not make a determination within twenty (20) days of Provider's written notification, the applicable Release shall be deemed accepted and Provider may invoice County for the applicable Holdback amounts for that Release as identified in Exhibit B.

7.2.4 In the event Provider fails to remedy the reason(s) for County's rejection of the Release, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the Release or System as it then exists or to reject the Release and terminate the Agreement or applicable Work Authorization. If County elects to reject a Release in whole or in part and terminate the Agreement or applicable Work Authorization, Provider will not invoice for and County will not be obligated to pay all Holdback amounts identified in Exhibit B for the applicable Release(s). If County elects to accept the Release or System as it then exists (partial acceptance), Provider shall continue to use its best efforts to remedy the items identified in the applicable notice(s) of rejection. If, despite such continuing best efforts, Provider fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then Provider will not invoice for and County will not be obligated to pay the applicable Holdback amounts identified in Exhibit B for the applicable Release(s) that failed to achieve Release Acceptance. Notwithstanding the foregoing, if County gives written notice of Release Acceptance for all three (3) Releases, the System will be deemed to achieve Final Acceptance.

## **ARTICLE 8. PROTECTION OF SYSTEM AND PROPRIETARY RIGHTS**

8.1 County Proprietary Rights. Provider acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Provider under this Agreement, including all copyright and other proprietary rights therein, which Provider as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Provider and its subconsultants specifically for County (collectively,

"Developed Works") shall be and remain the property of County. Accordingly, neither Provider nor its employees, agents, subconsultants, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of Provider, or any employee, agent, subconsultants, or supplier thereof, without the prior written consent of County, except as required for Provider's performance hereunder.

8.2 Custom Work Products. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Provider is required to develop and furnish, the Parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under applicable law, Provider hereby exclusively and irrevocably sells, assigns, and transfers to County all of Provider's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Provider agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Provider's performance under this Agreement, unless Provider has obtained County's prior written consent to such use or disclosure. "Custom work product" shall not include any software, copyrighted material, or other proprietary material developed by Provider or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Provider shall provide County with the source code and object code for all custom work products upon Final Acceptance of the System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

## **ARTICLE 9. CONFIDENTIAL INFORMATION, SECURITY AND ACCESS**

9.1 Public Records Law. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement.

9.2 Provider Confidential Information. Any material submitted to County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Provider must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Provider as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties,

damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Trade Secret Materials in response to a records request by a third party.

9.3 County Confidential Information.

9.3.1 All Developed Works, materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Provider obtains from County in connection with this Agreement, that are made or developed by Provider in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information."

9.3.2 All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute County Confidential Information.

9.3.3 County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Provider or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Provider nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

9.3.4 Provider expressly agrees to be bound by and to defend, indemnify and hold harmless County and its officers and employees from the breach of any federal, state or local law by Provider or its employees, agents, subconsultants, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

9.3.5 Upon expiration or termination of this Agreement, or as otherwise demanded by County, Provider shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Provider or its employees, agents, subconsultants, or suppliers.

9.4 Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of the other party's Confidential Information. In addition, the Parties agree to cooperate fully and provide reasonable assistance to ensure the confidentiality of the other party's Confidential Information.

9.5 Security and Access. Any access by Provider to any aspect of the County's network must comply at all times with all applicable County access and security standards, as well as any other

or additional restrictions or standards for which County provides written notice to Provider. Provider will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Provider's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Provider's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Provider's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Provider).

9.6 Data and Privacy. Provider shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County data transmitted or stored in the System is not transmitted or stored outside the continental United States. Provider may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Provider may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Provider shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

9.7 Injunctive Relief. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach.

9.8 Survival. The obligations under this Article 9 shall survive the termination of this Agreement or of any license granted under this Agreement.

## **ARTICLE 10. INDEMNIFICATION AND LIMITATION OF LIABILITY**

10.1 Indemnification. Provider shall be fully liable for the actions of its current and former officers, employees, subcontractors, and other agents under this Agreement. Provider shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, employees, and other agents (collectively, "Indemnified Party") from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities, and expenditures of any kind, including attorneys' fees, litigation expenses, and court costs (collectively, "Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Provider or any current or former officer, employee, subcontractor, or other agent of Provider, arising from, relating to, or in connection with any obligation or performance under this Agreement. In the event any Claim is brought against an Indemnified Party, Provider shall, upon written notice from County, defend each

Indemnified Party against each such Claim through counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Attorney, in his or her reasonable discretion, any sums due Provider under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been resolved. Any sums so withheld shall not be subject to the payment of interest by County.

10.2 Limitation of Liability. Neither Provider nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Provider is required to provide under Article 11. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Provider's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any intellectual property, or (iii) any indemnification obligation under this Agreement.

10.3 Infringement Remedy. If any portion of the System is finally adjudged to infringe, or in Provider's opinion is likely to become the subject of such a Claim, Provider shall, at Provider's option, either: (i) procure for County the right to continue using the applicable portion of the System; (ii) modify or replace the System (in part or in whole) to make it noninfringing; or (iii) refund to County all fees paid under this Agreement. Provider shall have no liability regarding any infringement claim caused by any County modification of the System not authorized by Provider.

10.4 Third Party Pass Thru Rights. Provider shall extend to County all rights and benefits Provider has from any third party as to the System or any portion thereof relating to warranty or third party claims, including any and all indemnification and hold harmless rights, to the extent permitted under any applicable agreement with the third party software supplier or otherwise available to Provider. Provider shall at all times use all reasonable efforts to cooperate with County in the event of an infringement claim involving the System.

## **ARTICLE 11. INSURANCE**

11.1 For purposes of this article, the term "County" shall include Broward County and its members, officials, officers, and employees.

11.2 Provider shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit C (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All

required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Provider.

11.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit C, the applicable policies shall comply with the following:

11.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

11.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of

Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

11.3.4 Professional Liability Insurance. Such insurance shall cover Provider for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit C.

11.3.5 Cyber Liability, or Technology Errors and Omissions Insurance. Coverage is required for any system connected to, and, or accessible from the internet. Coverage may be included as part of the required Professional Liability Insurance. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit C. Such policy shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response coverage, including Notification Expenses

County shall be included on the policy as an "Additional Insured" unless such endorsement is not available by the insurer.

11.4 Within fifteen (15) days after the Effective Date of this Agreement or notification of award, whichever is earlier, Provider shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.

11.5 Coverage is not to cease and is to remain in force until County determines all performance required of Provider is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.

11.6 Provider shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.

11.7 Provider shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Provider may redact portions of the policies that are not relevant to the insurance required by this Agreement.

11.8 County and Provider, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.

11.9 If Provider uses a subcontractor, Provider shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

#### **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

12.1 Nondiscrimination. Provider may not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Provider shall include substantially similar language in its contracts with any and all permitted subcontractors providing goods or services under this Agreement.

12.2 Failure by Provider to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

#### **ARTICLE 13. TERMINATION**

13.1 This Agreement may be terminated for cause based on any breach that is not cured within fifteen (15) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, to the full extent permissible under applicable law, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

13.2 Provider represents that neither it nor any of its affiliates has been placed on the discriminatory vendor list, as defined by Section 287.134, Florida Statutes, or a scrutinized company list, as set forth in Section 287.135, and that entry into this Agreement is not prohibited under either Sections 287.134 or 287.135, Florida Statutes. County may terminate this Agreement effective immediately, without any further obligation to Provider, upon learning that such representation is false or if Provider or any of its affiliates is placed on the discriminatory vendor list or scrutinized company list. Notwithstanding anything contained in this Agreement to the contrary, the rights and obligations of the Parties under this section shall be governed by Sections 287.134 and 287.135, Florida Statutes, to the full extent applicable.

13.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

13.4 In the event this Agreement is terminated for convenience, Provider shall be paid for any goods and services properly provided through the termination date specified in the written notice of termination. Provider acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by Provider, for County's right to terminate this Agreement for convenience, and Provider hereby waives, to the full extent permissible under applicable law, any and all rights to challenge the adequacy of such consideration or the validity of County's right to terminate for convenience.

#### **ARTICLE 14. MISCELLANEOUS**

14.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement shall be and remain the property of County and, if a copyright is claimed, Provider hereby grants to County a nonexclusive perpetual license to use the copyrighted item(s), to prepare derivative works, and to make and distribute copies to the public. In the event of termination or expiration of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Provider, whether finished or unfinished, shall become the property of County and shall be delivered by Provider to the Contract Administrator within seven (7) days of termination or expiration of this Agreement by either party.

14.2 Audit Right and Retention of Records. County shall have the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of Provider and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor, as applicable, shall make same available at no cost to County in written form.

Provider and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a

minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Provider's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by Provider in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to Provider.

Provider shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

**14.3 Public Records.** To the extent Provider is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Provider shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Provider or keep and maintain public records required by County to perform the services. If Provider transfers the records to County, Provider shall destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Provider to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Provider will provide any requested records to County to enable County to respond to the public records request.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6166, ASCOTT@BROWARD.ORG, 2200 SW 45<sup>th</sup> ST., FORT LAUDERDALE, FLORIDA 33312.**

14.4 Truth-In-Negotiation Representation. Provider's compensation under this Agreement is based upon representations supplied to County by Provider, and Provider certifies that the wage rates, factual unit costs, and other factual information supplied to substantiate Provider's compensation are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

14.5 Public Entity Crime Act. Provider represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Provider further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Provider has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Provider under this Agreement.

14.6 Independent Contractor. Provider is an independent contractor under this Agreement. Provider shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

14.7 Third Party Beneficiaries. The Parties acknowledge that there are no third party beneficiaries under this Agreement.

14.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:

Broward County Aviation Department  
Attn: Angela Scott  
Fort Lauderdale-Hollywood International Airport

2200 SW 45th Street, Ste. 101  
Dania Beach, FL 33312  
Email address: ascott@broward.org

NOTICE TO PROVIDER:

Electronic Data, Inc.  
Attn: James P. Flynn  
400 Carillon Parkway, Suite 100  
St. Petersburg, FL 33716  
Email address: jflynn@edatai.com

14.9 Assignment. Except for subcontracting approved by County at the time of the execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Provider without the prior written consent of County. If Provider violates this provision, County shall have the right to immediately terminate this Agreement.

14.10 Conflicts. Provider agrees that neither it nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of the judgment and care required to perform under this Agreement. Provider further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any person from in any way representing themselves, including giving expert testimony in support thereof, in any administrative or legal proceeding. Provider agrees that each of its contracts with subcontractors performing under this Agreement shall contain substantively identical language to ensure that each subcontractor and its officers and employees meet the obligations contained in this paragraph.

14.11 Waiver of Breach. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

14.12 Compliance with Laws. Provider shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement.

14.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

14.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

14.15 Headings and Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

14.16 Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, PROVIDER AND COUNTY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

14.17 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party. Without limiting the foregoing, the terms of this Agreement shall prevail over and against any additional or contrary terms and conditions in any format or medium whatsoever including, without limitation, shrinkwrap, click-through, or terms and conditions associated with any upgrade, update, release, patch, or other modification of the System, unless expressly agreed to in writing by an amendment hereto executed by authorized representatives of each party.

14.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

14.19 HIPAA Compliance. It is understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. § 160, 162, and 164 and related statutory and regulatory provisions. In the event Provider is considered by County to be a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Provider shall fully protect individually identifiable health information as required by HIPAA and HITECH. If requested by County, Provider shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx).

Where required, Provider shall handle and secure such PHI in compliance with HIPAA, HITECH and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Provider's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA and HITECH shall survive the expiration or termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate Agreements if required under this Agreement.

#### 14.20 Payable Interest

14.20.1 Payment of Interest. County shall not be liable to pay any interest to Provider for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Provider waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim interest, including for post-judgment interest, if such application would be contrary to applicable law.

14.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

14.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

14.22 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Provider represents that it is an entity authorized to transact business in the State of Florida.

14.23 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Provider agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If Provider fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

14.24 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Provider shall serve as Provider's required certification that it has or will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward

County Procurement Code, and that it will maintain such drug-free workplace for the full term of this Agreement.

14.25 Contingency Fee. Provider represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Provider. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Provider under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

14.26 Living Wage Requirement. If Provider is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Broward County Code sections 26-100 – 26-105, Provider agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Provider shall fully comply with the requirements of such ordinance. Provider shall be responsible for and shall ensure that all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

14.27 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.28 County Logo. Provider shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

14.29 Additional Security Requirements. Consultant certifies and represents that it will comply with the Airport Security Requirements attached hereto and incorporated herein as Exhibit E.

14.30 Counterparts. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and Electronic Data, Inc., signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

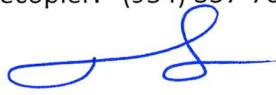
ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  9-13-18  
\_\_\_\_\_  
Neil Sharma (Date)  
Assistant County Attorney

By:  9/13/18  
\_\_\_\_\_  
Rene D. Harrod (Date)  
Deputy County Attorney

NS/RDH  
EDI System and Services Agreement  
09/12/2018  
#305166.9

PROVIDER

WITNESSES:

  
\_\_\_\_\_  
Signature

ZANETA CESLAK  
\_\_\_\_\_  
Print Name of Witness above

  
\_\_\_\_\_  
Signature

Brian Harrison  
\_\_\_\_\_  
Print Name of Witness above

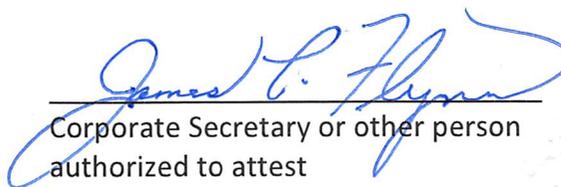
Electronic Data, Inc.

By:   
\_\_\_\_\_  
Authorized Signor

James E. Lindsay, VP Sales & MKTG  
\_\_\_\_\_  
Print Name and Title

12<sup>th</sup> day of September, 2018

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)



## Exhibit A – Statement of Work

Provider and County agree that Provider shall provide the following work under this Agreement:

### 1. Project Request

The Broward County Aviation Department ("BCAD") needs the functionality provided by EDI's eSAM for Airports for County's IBM Maximo solution in place at the Fort Lauderdale-Hollywood International Airport and North Perry Airport. Provider represents that the System, configurations, Documentation, and Services provided under this Agreement will provide the functionality described herein.

### 2. Services Description

EDI has developed an airport-specific industry solution, utilizing IBM's Maximo software, to address the Enterprise Asset Management ("EAM") requirements unique to airports. EDI's Strategic Asset Management ("eSAM") for Airports is the comprehensive EAM software and documentation solution for airports based on nearly two decades of EDI's experience implementing EAM solutions with airports, including maintenance best practices, and industry standards like ISO-55000. EDI's eSAM for Airports is comprised of standing operating procedures ("SOPs"), configurations, automation scripts, security, workflows, templates, requestor tools, reports, and key performance indicators ("KPIs") that are pre-packaged into a simple installation package for deployment. In addition, the eSAM for Airports solution includes extensive documentation including airport-specific training manuals, PRD as a document output, System Classification Boundary Diagrams ("SCBD") SOP, Airport Life Cycle Asset Management ("LCAM") SOP, and Roles and Responsibilities definitions.

In addition to the EDI installation, configuration, implementation, and integration services contained in this SOW, also included are the critically important training services. EDI does not charge for annual support and does not provide regular updates to the eSAM solution or documentation.

EDI shall ensure the System is compatible with IBM Maximo version 7.6, including Airfield Inspections with 14 C.F.R. Part 139 Compliance, mobile inspections, EDI Safety Management System ("SMS"), 14 C.F.R. Part 1542 Airport Security Compliance, GIS integration to Maximo, Building Information Modeling ("BIM") Maximo installation, and one-way SAP integrations from Maximo and EDI SuiteReq.

EDI will provide County the PRD to define System functionality. The PRD contains a description of County's intended use of the out-of-the-box features of the System and identifies functions that require configuration within the System. The PRD defines the functions the System will perform and outlines expected results for certain scenarios. The PRD is not intended to define the technical specification design to achieve the functionality outlined in the PRD. Throughout the implementation process, EDI testers, developers, and business analysts will use their expertise to provide the technical specifications to meet County's desired functionality as stated in the PRD. The PRD is updated after each workshop to incorporate additional County requirements.

Additionally, the Provider will provide support services, including data loading and Maximo Start Center configuration. Unless expressly stated herein, configurations or customizations to the screens, work flows, reports, or any other eSAM Maximo applications or functions are not included in the Services. The System will utilize out of the box reports and ad-hoc reporting capabilities. Additional reports and requirements can be added as an Optional Service. Provider will not collect data as part of the Services. Provider will provide the data loading templates to define the format to integrate and load data from systems identified in the PRD. Provider will only provide one-way integrations from County's ERP system (Oracle's PeopleSoft) and BIM, and such integrations are Maximo side only. County is responsible for providing resources and Subject Matter Experts ("SMEs") for these systems involving Maximo integrations.

When required by the Project Schedule, EDI personnel will be onsite only four (4) days a week. EDI may work extended hours and do work offsite that does not require face-to-face communication with County personnel (e.g., documentation and research). Such activity must be planned and jointly agreed to in advance by the Parties. EDI will provide the Services during normal business hours, unless otherwise agreed by the Parties. If agreed to by the Parties, County will provide after-hours access to BCAD facilities for EDI personnel. If approved by County, Provider's out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

**Licensed Technology.** Provider will provide the following Licensed Technology, as described in further detail in this Exhibit A, under this Agreement:

| Licensed Technology                                      | Use                | Describe Purpose, Functionality & Expected Operation of Licensed Technology   |
|--|--------------------|---|
| eSAM for Airports Configuration                          | Enterprise License | Provides Maximo configurations and documentations based on industry practices.  |
| eSAM for Airports Safety Management System Configuration | Enterprise License | Provides Maximo Health, Safety, & Environmental configurations and documentations to assist with managing and compliance reporting of SMS |
| EDI SuiteReq   | Enterprise License | Web-based work requestor utility.   |

**System Release Overview**

The implementation of the System (including Releases 1, 2, and 3 as defined below) will cover the following seven (7) functional areas and associated capabilities:

1. Asset Structure and Lifecycle

2. Work Management and Inspections
3. Maintenance Planning
4. Inventory Management
5. Procurement
6. Safety Management System (SMS) and Part 1542 (Airport Security)
7. Additional Asset Classes or Functionality

Key tasks that will be completed by EDI under this Statement of Work:

- Implement the recommendations from the EDI Assessment conducted in early 2017.
- Implement EDI's eSAM for Airports, which includes the following modules and functionality within the scope of the implementation:
  - "Airport Location and Asset Hierarchies" configurations - comprehensive Airport structures for the best in class Life Cycle Asset Management based on BCAD data.
  - Risk Prioritization Numbers ("RPN") - built in "Risk" module to help identify the assets that are the greatest risk to the Airport.
  - Airport Failure Class Hierarchy using BCAD data.
  - "Security Door Database and Key Management" configurations.
  - "Tenant Chargeback" module.
  - SuiteReq work requestor tool for airport and airline employees, contractors, concessionaires, and passengers.
  - "QR Code Customer Feedback" tool that ties into airport specific work request tool.
  - System Classification Boundary Diagrams ("SCBDs"); includes how to build them and how to utilize them with controls to enforce asset record data compliance.
  - EDI's recommended airport-specific Job Plans.
  - Complete data loading of the System through the Customer Questionnaire. This includes: Assets, Locations, Item Master, Inventory, Contracts, preventative maintenance ("PM"), and Job Plans from the existing Maximo system. Only currently active work orders will be migrated. Other additional supporting data loads may also take place.
  - eSAM "Airport Inspections" module to address Airfield Inspections, Facility Inspections, and NOTAM (Notice to Airmen).
  - Spare parts and inventory management.
- OCM system documentation and complete process documentation.
- Comprehensive training.
- Implement the use of "Classifications" configurations to drive naming conventions.
- Provide and implement assets and location on-boarding SOPs for an effective maintenance program.
- Establish and implement several key "Asset Meters and Condition Monitoring" module using BCAD data. The goal is to introduce Reliability Centered Maintenance ("RCM") concepts to establish an effective maintenance strategy.
- Implement the preventative maintenance ("PM") module of Maximo as a major step towards a mature maintenance program.

- Implement key "Routes and Inspections" configurations for use within the System.
- Implement BIM through standard IBM BIM installation utility.
- Implement the "Inventory" module of Maximo to significantly improve the Warehouse and Inventory Control process. Implement processes for effective storage and distribution of maintenance repair and operations ("MRO") Inventory including consumable parts, spare parts, rotating items, risk managed spares, attic stock, vendor managed inventory, and lost and found.
- Implement the management and reporting on P-Card transactions.
- Incorporate inventory cost information through "Purchasing" module and one-way, limited batch integration with SAP.
- Implement "Work Management" module with DataSplice mobile.
- Provide FAA Part 139 compliance through airfield inspections module with DataSplice mobile which provides for "store and forward" when out of Wi-Fi range or Native Off-line support.
- Permit County to see asset attribution from both ESRI mapping and Maximo.
- Deliver SMS through EDI's eSAM for Airports SMS.
- Implement Part 1542 compliance for security utilizing the SMS system.
- Review, transform, and migrate data. The collection of specific asset data is not covered under this Statement of Work.
- Two types of Workshops: "Organizational Change Management Workshop" which includes best practices and "Process Design Workshop" to capture business requirements. County may purchase additional consulting services at the rates set forth in Exhibit B.
- Deliver PRD.

The project has been divided into seven (7) Phases with three (3) Releases. Each Phase focuses on a functional area of eSAM Maximo and each Release groups complementary functional areas for release into production. The Releases will be comprised of the following components:

- Release 1:
  - Asset Structure and Lifecycle
  - Work Management and Inspections
  - Maintenance Planning
- Release 2:
  - Inventory Management
  - Procurement
  - Safety Management System (SMS) and Part 1542 (Airport Security)
- Release 3:
  - Additional Asset Classes or Functionality

A Release shall not be deemed accepted until County tests the Releases as described in Section 3.A. below and Article 7 of the Agreement and County issues written notification of acceptance ("Release Acceptance") of the applicable Release.

### 3. Technical Approach

**Phases and Release.** As part of the Phases and Releases there will also be data loading iterations that are detailed separately below. For purposes of each Phase and Release, any delays caused by County or a third party not under EDI's control shall extend the deadline for the applicable Phase or Release by the same number of days as the delay caused by County. Unless indicated otherwise, Phases may proceed simultaneously, provided County issues a written NTP for each Phase. EDI will be responsible for the Deliverables associated with each Phase as outlined in Section 8, Deliverable Products and Services, and each Phase shall not be deemed complete until Deliverables for each Phase are approved by County pursuant to Section 8. Unless otherwise indicated, all references to Resources or project team in the Phases and Releases described below refer to EDI personnel. All references to Change of Scope Procedures in the Phases and Releases described below refer to Section 3.3 of the Agreement. For the purposes of this Statement of Work, BCAD and County are used interchangeably.

#### **Initiate Phase: Project Initiation and Environment Setup**

- Deadline: 27 days from Notice to Proceed for Initiate Phase
- This Phase covers all activities necessary to initiate the project including, but not limited to:
  - *Planning and scheduling project resources*
    - Description: This activity is a collection of catch-all tasks that typically need to be performed at the beginning of a project to on-board the EDI team members to the County organization. Examples include: reviewing travel logistics and policies, setting up working space, getting security badges, and executing any training the County requires. During this Phase, the Project Coordinator will work with a BCAD Project Manager to coordinate completion of these activities.
    - Resources: Project Coordinator
  - *Draft Project Schedule*
    - Description: The Project Schedule is the primary tool for identifying, scheduling, and assigning project tasks and ensuring the project stays within established time and budget allotments. EDI uses Microsoft Project to manage the Project Schedule. During this phase, the Project Coordinator will work with the project team to update the Project Schedule as approved by the Project Coordinator and the Contract Administrator.
    - Resources: Project Coordinator
  - *Coordinate Project Logistics*
    - During this phase, the Project Coordinator will work with a BCAD Project Manager to coordinate completion of these activities.
    - Resources: Project Coordinator
  - *Set Up Project Control Book*
    - Description: The Project Control Book is the primary tool for team communication. It includes team contact lists, communication plan

information, risk/issue/change registers, deliverable tracking sheets, and various templates for routine project activities. During this Phase, the Project Coordinator sets up the Project Control Book and publishes it to a location where the entire team can view it.

- Resources: Project Coordinator
- *Update Project Schedule*
  - Description: At the end of each Phase, the EDI Project Coordinator will work with the EDI project team to review and validate or re-evaluate the estimates for development according to any requested Work Authorizations for additional Optional Services or changed scope. The EDI Project Coordinator will update and re-baseline the Project Schedule based on any adjustments made. The EDI Project Coordinator will update the Project Schedule with the additional, more detailed development tasks and baseline the Project Schedule. For the avoidance of doubt, this does not imply any changes to scope; instead, it is simply breaking the high-level development estimates into smaller assignable tasks that can be tracked.
  - Resources: Project Coordinator with contributions from all EDI team members.
- *Draft Workshop Agenda Plan*
  - Description: The Workshop Agenda Plan details all the workshops to be conducted, and their sequence, objectives, and topics. This plan will be compiled in a document in accordance with EDI templates which will help ensure that all participants of the workshops are aware of what workshops will be taking place, when, and what topics each will cover. During this phase, the EDI Project Coordinator will work with the EDI Functional Lead to complete the appropriate elements of the plan.
  - Resources: Project Coordinator and Functional Lead
- *Project kickoff meeting*
  - Description: The Project Kick Off meeting is a meeting between EDI, County, and any BCAD stakeholders invited to participate. This meeting is held on-site at BCAD, will be no more than 4 hours long, and includes a review of the project objectives, scope and communication plan as well as an introduction to EDI's proposed workshop and development methodologies. This activity includes tasks for scheduling, preparing for, executing, and attending the meeting.
  - Resources: Project Coordinator, Functional Lead, Technical Lead, BCAD team and stakeholders.
- As part of EDI's project Architectural Runway, EDI will install IBM Maximo 7.6.0.5 (or the most current version as of the Effective Date) with EDI eSAM configurations in 4 environments: development, test, training and production. BCAD is responsible for providing the hardware, software, and access described herein necessary to perform the installation.
  - *Build Development Environment*
    - Description: EDI will build an EDI-controlled Maximo environment to

perform System development and configuration tasks on EDI infrastructure at the EDI data center. This environment will be used for all development work performed by the EDI development team. This activity is inclusive of both acquiring and staging the appropriate installers and performing the installations and verifications. EDI shall confirm the completion of this task with the BCAD Project Manager.

- Resources: Technical Lead
- *Build Environments*
  - Description: The project team will require from BCAD at least four configured, change controlled Maximo environments to perform test configuration releases and to mimic the production infrastructure for walkthroughs and validation testing. This is particularly important for the development and testing of integrations. Environments include TEST, DEV, TRAIN and PROD with all OS, databases, hardware, connectivity, and systems management loaded and working. All environments will include versions of Software identified in the Agreement. The TEST environment will be used for formal walkthrough activities and all testing activities by the project team. EDI will perform the install of the System in all environments on BCAD hardware. IBM recommends at a minimum a 1 core 2 GHz processor, 8GB of RAM, 60GB disk space, 2 or more cores/2-6GHz processors, and makes no recommendation on other aspects of the server configuration.

The following software is required for full implementation of the System:

- Maximo for Transportation 7.6.2.4
- Maximo Health, Safety, and Environment Manager 7.6
- Maximo Extensions for Building Information Models (BIM)
- DataSplice Mobile 5.2.8
- Resource: Technical Lead
- As part of this Phase, BCAD organization information will be provided by County and loaded into the System by EDI. This information is provided as part of the eSAM questionnaire. EDI assumes that there will be a single site/single organization Maximo configuration and that standard Maximo attached document functionality will be deployed.
- No integrations are included as part of this Phase.

### **Phase 1: Asset Structure and Lifecycle**

- Deadline: 65 days from Notice to Proceed for Phase 1
- This Phase covers all the activities surrounding Asset Structure and Lifecycle for the eSAM Maximo implementation. When implementing the eSAM Maximo maintenance program, the location systems and hierarchy structure is critical to apply a self-sustaining maintenance program. To accomplish a successful implementation, EDI will provide the following as part of Phase 1 activities:
  - *Definition and Management of Assets and Locations*

- Description: Delivery of detailed documents that provide the eSAM definitions of Assets and Locations and how they are used in eSAM Maximo. These documents will serve at the basis for County's eSAM implementation of Assets and Locations:
  - Asset Commissioning and Decommissioning SOP.
  - Asset Management Taxonomy and Nomenclature SOP.
  - Asset Structure Creation and Location Hierarchy SOP.
  - Failure Code and RPN SOP.
  - System Classification and Boundary Diagram (SCBD) SOP.
- Resources: Functional Lead
- *Change Management Workshops on Asset and Location Structure and Lifecycle Processes*
  - Description: The Change Management Workshop has the objective of detailing eSAM processes and procedures that BCAD will adopt in the specific area of focus for that workshop. The workshops will focus on eSAM functionality as the "to-be" business processes going forward at BCAD. The workshop is intended to demonstrate, educate, and adopt eSAM process flows. Additionally, the workshop is to communicate and identify what data needs to be brought into the System as guided by EDI leading during workshops. If applicable, missing but necessary data identified in the output workshops will be documented and assigned to appropriate County resources as part of the workshop. Processes in eSAM may require decisions by BCAD to meet goals, regulations, or expectations in deployment of the System. The workshop will define and document those decisions and responsibilities for completing those activities and it should also be documented by BCAD's Project Manager. It is important to note that any deviation from eSAM out of the box processes desired by BCAD will be documented for consideration to be added as Optional Services (requiring a separate Work Authorization). At the end of each workshop, Provider will revise the PRD and send the updated document to County.
  - Resource: Functional Lead (On-site facilitator for each workshop)
- *Implement eSAM "Asset and Location" Modules and Processes*
  - Description: When assessing the data for managing any maintenance program, the location systems and hierarchy structure is critical to apply a self-sustaining maintenance program. While complex reports can be written to tie any group of assets together for cost and failure analysis, it is far better to create a structure that allows anyone to pull up data by system or subsystem. The System has built-in modules and processes for hierarchy structure and location systems and EDI will deploy the eSAM Asset and Location modules and processes as part of this Phase.
  - Resource: Technical Lead
- *Implement eSAM Risk Prioritization Numbers ("RPN")*
  - Description: EDI will implement Risk Prioritization Numbers ("RPN") to Assets to help BCAD identify the assets that are the greatest risk to the

- Airport. EDI will explain and review the process for identifying and populating the necessary information for RPN to function properly as part of the Asset Management Workshop. BCAD will be responsible for the identification and population of the asset fields to take advantage of the RPN as part of the data load.
- Resource: Technical Lead, Functional Lead
  - *Implement eSAM Security Door Database and Key Management*
    - Description: EDI will implement the eSAM Security Door Database and Key Management module as part of the Asset implementation. EDI will review the modules features and functionality with BCAD as part of the Asset Management Workshop. BCAD will be responsible for the population of the module with data either through the front end or as part of the data load.
    - Resource: Technical Lead, Functional Lead
  - *Adopt a functional hierarchy that separates all airport assets into systems and subsystems as recommended in the previously delivered recommendation document.*
    - Currently BCAD is using a single location system. EDI will implement two hierarchies at a minimum as a best practice in setting up an EAM. These two hierarchies are referred to as the Functional and Geographical. The primary hierarchy will be the Functional system, as this is where the asset object will reside. The purpose for designing the System this way is because most maintenance organizations tend to view assets by their function rather than where they're located. Best practice dictates that there should never be more than one asset attached to a location and that assets should always be attached to the Functional location (unless the Asset will reside at a Storage or Salvage Location). If the location and asset are not in a one-to-one relationship, the asset will not pull over to the work order and the System will not be able to record the maintenance and cost history for the location and asset. Also, having the hierarchies structured in this manner ensures that the history is written both to the location and the asset objects. This is extremely important where assets are repaired out of place, such as airfield lights. This method allows the gathering of data on each position as well as the tracking of an asset's history, regardless of where it has been located. As part of the eSAM Maximo implementation, the Location and Assets will be loaded into the system following this recommendation.
    - Resources: Functional Lead, Technical Lead, Data Lead
  - *Using the created eSAM hierarchy only, create a prioritized list on which systems will be walked down and entered in the system first. EDI is not providing asset walk down services as part of this Statement of Work.*
    - Description: BCAD is responsible for collecting the necessary information to populate the eSAM Maximo system. The current system has parts of the data but not all and as part of the eSAM Maximo Asset and Location

deployment EDI will provide a prioritized list of systems, in conjunction with BCAD team input, and associated data for BCAD to collect. This effort may take a significant amount of time to fully populate. EDI will populate the System based on what is generated in the time allocated per the Project Schedule and any additional data will be BCAD's responsibility to gather, define, and load into the eSAM system.

- Resource: Functional Lead
- *Create classifications and domains for all asset structure objects as defined in the change management workshops.*
  - Description: BCAD is currently not using classifications to drive the naming convention of Assets. Using classifications to name assets is considered a best practice in eSAM and will be implemented as part of System implementation. EDI will provide guidance on best practices and work with BCAD to define and create classifications and domains for all asset structure objects. BCAD will need to assign those classifications and domains to assets as part of the above walk down and on the EDI provided data loading sheets for entry into the eSAM Maximo environments.
- *Create function locations to ensure assets exist in a one to one relationship*
  - Description: As detailed above, best practice dictates that there should never be more than one asset attached to a location and that assets should always be attached to the Functional location. If the location and asset are not in a one-to-one relationship, the asset will not pull over to the work order and Maximo will not be able to record the maintenance and cost history for the location and asset. Also, having the system structured in this manner ensures that the history is written both to the location and the asset objects. EDI will provide guidance to BCAD to validate all data loading of Assets and Locations and create any necessary function locations to ensure that a one to one relationship is maintained.
  - Resources: Data Lead
- *Create assets based on the recommendation outlined in change management workshops.*
  - Description: EDI will implement and configure eSAM with Maximo to enforce only one asset per location. Additionally, EDI believes it is essential to establish an efficient hierarchy for both the functional systems as well as the geographical structure. Having a well-defined functional hierarchy, coupled with an accurate geographical hierarchy, will meet the critical requirements of ensuring a technician has all the required information on a work order. Having this information come from the location objects will nearly eliminate the need for work orders to be reviewed by a work order management group, thereby reducing processing time, and allowing work to commence more quickly. As part of the eSAM Maximo implementation, EDI will provide guidance to BCAD to create Assets that meet these recommendations.
  - Resources: Functional Lead, Data Lead

- *Utilize asset templates to enable the capture of spare parts and job plans can be done once instead of at every asset*
  - Description: eSAM Maximo includes asset templates. As part of the loading of assets, asset templates will be used to ensure uniformity between assets of the same type.
  - Resources: Functional Lead, Data Lead
- *Map all Regulatory, Safety, Environmental, Reliability Centered Maintenance ("RCM"), and any other contextual data to the functional location. This data is limited to the asset categories described in this SOW.*
  - Description: As part of the data load and as explained in the change management workshop, BCAD will be responsible for all Regulatory, Safety, Environmental, RCM, and any other contextual data to be mapped to functional locations with EDI's guidance on best practices. EDI will load the BCAD provided data into the functional locations as defined.
  - Resources: Functional Lead, Data Lead
- *Ensure all SOPs and documents wrap up to the Life Cycle Asset Management ("LCAM") SOP based on eSAM with Maximo.*
  - Description: As part of the eSAM Asset and Location workshop, all SOPs presented and discussed will wrap up to the LCAM SOP included in eSAM. This is important to ensure a constant process that is compatible with eSAM for not only airfield maintenance, but all areas of BCAD.
  - Resources: Functional Lead
- *Adopt a policy for what is an asset versus a component on an asset based on eSAM recommendations.*
  - Description: As eSAM is deployed and used in the future, this policy will ensure that future data adheres to the same eSAM standards as all data that will be loaded into the System as part of the eSAM implementation. This policy will be discussed as part of the change management workshop and documented by BCAD for adoption.
  - Resource: Functional Lead
- This Phase includes Maximo Asset and Locations modules.
- This Phase includes the data loading of Assets and Locations and related fields to the eSAM standard along with eSAM related data. EDI will provide data loading templates that specify exact data and format to be provided. Data loading is limited to current asset, location, and related data; no historical data will be loaded. BCAD will be responsible for storage and access to all historical information and for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.

- This phase includes a configuration to connect the BCAD ESRI GIS mapping records to Maximo objects so that asset attribution from Maximo can be seen on BCAD GIS maps using DataSplice to enable BCAD to view and manage assets such as ensure all lighting, signs, runways, taxiways, aprons, roads, and turf that have been entered in the GIS system and interfaced to Maximo. It is BCAD's responsibility to enter GIS data and EDI is not responsible for GIS data population as part of this Statement of Work.
  - Description: EDI will provide a configuration between the ESRI GIS mapping record to the Maximo object so that asset attribution from both systems can be seen on DataSplice mobile to perform airfield inspections. BCAD is responsible for providing resources and SME's for the GIS side of the integration if necessary. Additionally, EDI is not providing GIS work to enter records into the GIS system for records to be displayed in Maximo. EDI is not providing Maximo Spatial GIS integration as part of this Statement of Work. If BCAD desires to implement GIS records directly in Maximo (i.e. through the use of IBM Maximo Spatial), the Parties will enter into a Work Authorization and corresponding Statement of Work.
  - Resource: Technical Lead

## **Phase 2: Work Management and Inspections (Including Mobile)**

- Deadline: 50 days from Notice to Proceed for Phase 2
- This phase covers all the activities surrounding Airport Work Management and Inspections. This includes:
  - *Implement eSAM Work Execution Modules and Processes*
    - Description: The work order is the culmination of the data put into the System. This is the object that is used for identifying, planning, scheduling, performing, recording, and analyzing work. EDI will implement eSAM Maximo "Work Execution" modules and processes at BCAD.
    - Resource: Functional Lead
  - *Work Execution Change Management Workshop*
    - Description: The Change Management Workshop has the objective of detailing eSAM processes and procedures that BCAD will adopt in the specific area of focus for that workshop. The workshops will focus on eSAM functionality as the "to-be" business processes going forward at BCAD. The workshop is intended to demonstrate, educate and adopt eSAM process flows. Additionally, the workshop is to communicate and identify what data needs to be brought into the eSAM system. If applicable, missing but necessary data identified in the output workshops will be documented and assigned to appropriate resources as part of the workshop. Processes in eSAM may require decisions by BCAD to meet goals, regulations or expectations in deployment of the eSAM system. The workshop will define and document those decisions and responsibilities for completing those activities. It is important to note, that any deviation from eSAM out of the box processes presented initially in workshops and still desired by BCAD

will be documented through the Change of Scope Procedures and the execution of a Work Authorization.

- Resource: Functional Lead (On-site facilitator for each workshop)
- *Evaluate work types to support RCM strategy as part of eSAM methodology. Remove unused work types from the system.*
  - Description: eSAM Maximo comes with the following recommended work types that support RCM strategy:
    - Reactive Work Order Types:
      - TC – Trouble Call
      - CM – Corrective Maintenance
      - OD – On Demand
      - SD - Shutdown
    - Proactive Work Order Types, by Strategy Preference:
      - RTF – Run to Failure
      - CdM – Condition Based Maintenance
      - PdM – Predictive Based Maintenance
      - UbM – Use Based Maintenance
      - SbM – Schedule Based Maintenance
    - Other Work Order Types:
      - CE – Change Evaluation
      - PR – Project Work
      - AD – Admin Work for Maximo
      - MNA – Maintenance Needs Assessment
      - RCA – Root Cause Analysis

As part of the eSAM Maximo implementation, the above Work Types will be discussed and adopted. Old Work Types will be retired.

- Resources: Functional Lead
- *Implement eSAM Tenant Chargeback.*
  - Description: EDI will implement Tenant Chargeback to help BCAD apply charge backs to tenants for work performed. EDI will explain and review the process for how the eSAM Tenant Chargeback function operates as part of the Work Management Workshop.
  - Resource: Functional Lead
- *Implement eSAM SuiteReq work requestor tool*
  - Description: EDI will implement the eSAM SuiteReq work requestor tool for airport and airline employees, contractors, concessionaires and passengers. SuiteReq allows for easy creation of work requests outside of Maximo with a direct link into Maximo for creation of those requests. Features and functionality of the SuiteReq tool will be discussed as part of the Work Management Workshop. EDI guide BCAD on developing best practices around SuiteReq practices and work request submission. BCAD will be responsible for creating work request flows and populating data loading templates for SuiteReq population. EDI will load the BCAD developed request flows into SuiteReq.

- Resource: Technical Lead, Functional Lead
- *Implement eSAM QR Code Customer Feedback*
  - Description: EDI will implement eSAM QR Code Customer Feedback tool. The eSAM QR Code Customer Feedback tool allows BCAD to get feedback from customers by scanning a QR code that takes them to a customer service survey. EDI will guide BCAD on the creation of the survey and recommended locations for where to place QR codes and best practices on how to manage survey results. No reports are included as part of the QR Code feedback tool. BCAD will be responsible for survey creation, QR code creation, printing and placement, survey hosting and retrieval.
  - Resource: Technical Lead, Functional Lead
- *Implement a fully mobile Maximo solution with recommended workflows, work types, and data structure.*
  - Description: To help BCAD migrate from the currently under-utilized system, which results in delayed work start times, lost work orders, bypassing the work order system, and lack of data for performing data analysis, EDI will implement a mobile solution that will assist in performing documented maintenance activities. EDI will implement DataSplice in conjunction with eSAM Maximo as a component of successful asset management. There is almost no industry that benefits from mobile like the airport industry. This is because of the vast geographical area and the benefit of performing routes and inspections using a mobile device. The mobile implementation will also allow for consistency of failure reporting enabling asset analysis that leads to better work identification. Other benefits of mobile are for time recording and labor utilization reports. This allows management to level workloads and maximize labor utilization. Also, with mobile, priority of work becomes a meaningful method of determining what work needs to be performed first. Using the mobile device, work can be quickly given to a technician without the requirement of physically delivering a piece of paper. This includes after-hour work dispatched by the COM center. If the event is recorded in the log, by the click of a button, the COM center can create a work order to the on-call technician to resolve the event. As part of the eSAM Maximo implementation, DataSplice Mobile software will be deployed with eSAM workflows, work types, and data structure.
  - Resources: Mobile Lead
- *Implement Mobile eSAM for Airports with the Airfield Safety Inspection module to perform mobile inspections*
  - Description: As part of the eSAM Maximo and DataSplice Mobile deployment, EDI will deploy the mobile version of the Airfield Safety Inspections application. EDI will provide a configuration between the ESRI GIS mapping record to the Maximo object so that asset attribution from both systems can be seen on DataSplice mobile to perform airfield

inspections. As part of the change management workshop, the mobile solution will be presented and processes discussed.

- Resources: Mobile Lead
- This Phase includes Maximo Work Order and eSAM Airfield Safety Inspection and DataSplice Mobile Work Order and Mobile Airfield Safety Inspection modules on DataSplice.
- This Phase includes the data loading of field required to perform specific work functions in eSAM Maximo related to Work Management and Asset Management to the eSAM standard along with eSAM related data. EDI will provide data loading templates that specify exact data and format to be provided. Historical work orders will not be loaded into the eSAM environment, and a limited number of currently active work orders will be loaded as agreed to during change management workshops. Active work orders will include CM work orders that are currently being planned, scheduled and worked upon at the time of the cut over and could not reasonably be completed prior to the cut over. Work orders that have been closed, completed but not closed or can be reasonably completed prior to the cut over will not be brought over. PM work orders will not be brought over. The exact work orders to be brought over will be determined during the change management workshops. EDI will determine the number and type of Work Orders to be loaded based on a data template review of active work orders submitted by BCAD and subject to the criteria outlined above. Historical work orders of any type are not included as part of this Statement of Work and it is BCAD's responsibility to provide access to historical work order records if needed. EDI will provide guidance as to best practices for BCAD in how to address the access to historical work order records but will not perform any work related to this Statement of Work in archiving, retrieving, data loading or viewing of BCAD historical work order records. Historical work orders can be migrated through the Change of Scope Procedures and the completion of a Work Authorization.
- This Phase includes an installation to BIM to allow BCAD to load asset BIM information in the future. EDI is not responsible for BIM information installation, creation, or population of BIM data in Maximo as part of this Scope of Work. This installation is not to a 3<sup>rd</sup> party system but allows BCAD to populate BIM information in eSAM Maximo. As part of the eSAM Maximo implementation EDI will enable, test, and verify the BIM installation capabilities but ultimately BCAD is responsible for BIM data integration, creation, population, and loading into the eSAM system. Additionally, BIM loaded data may not be compatible with other eSAM components and EDI makes no claim that BIM loaded data will be fully supported by eSAM. Additional assistance beyond this scope will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
- County will use a COBie file that County provides which is not altered in any form for which County populates test data to test the integration. County may, at its option, select and procure a commercially available graphical viewer to import BIM data from within Maximo. County will need to provide serial numbers documented for EDI to test the integration. County will need to map out and provide IP Addresses, identify user accounts, and provide any required values by the County selected graphical BIM viewer. If there are any delays in providing information resulting in delays to the project timeline,

EDI will stop working on BIM until such information is provided. This is limited to a test file to ensure the test works but does not include loading more than COBie test data. This test data is limited to one building. If any documentation is required by the County, EDI can provide an estimate for that work.

### Phase 3: Maintenance Planning

- Deadline: 50 days from Notice to Proceed for Phase 3.
- This phase covers all the activities surrounding Maintenance Planning. This includes:
  - *Implement eSAM Maintenance Planning Modules and Processes*
    - Description: It is critical that BCAD develop a PM program to effectively control business risk and asset availability. PM work needs to be actively used at BCAD to accomplish RCM. EDI will implement eSAM "Maintenance Planning" modules and processes at BCAD.
    - Resource: Technical Lead
  - *Maintenance Planning Change Management Workshop*
    - Description: The Change Management Workshop has the objective of detailing eSAM processes and procedures that BCAD will adopt in the specific area of focus for that workshop. The workshops will focus on eSAM functionality as the "to-be" business processes going forward at BCAD. The workshop is intended to demonstrate, educate and adopt eSAM process flows. Additionally, the workshop is to communicate and identify what data needs to be brought into the eSAM system. If applicable, missing but necessary data identified in the output workshops will be documented and assigned to appropriate resources as part of the workshop. Processes in eSAM may require decisions by BCAD to meet goals, regulations or expectations in deployment of the eSAM system. The workshop will define and document those decisions and responsibilities for completing those activities.
    - Resource: Business Analyst (On-site facilitator for each workshop)
  - *BCAD will adopt the Life Cycle Asset Management (LCAM) from eSAM leading industry processes.*
    - Description: eSAM leading industry processes will be reviewed so BCAD can develop an LCAM strategy.
    - Resource: Business Analyst
  - *Develop a process for performing a maintenance needs assessment on systems rather than assets*
    - Description: eSAM leading industry processes will be used as a baseline for BCAD to define a maintenance needs assessment as part of the change management workshops.
    - Resource: Functional Lead
  - *Create systematic failure codes for assessing overall risk at the airport*
    - Description: As part of the change management workshops, EDI will use eSAM leading industry processes as the starting point for BCAD to build

- out their overall risk failure codes. This effort is time limited to the one (1) day change management workshop and any additional time requested or required by BCAD can be obtained through the Change of Scope Procedures and the execution of a Work Authorization.
- Resource: Functional Lead
  - *Create a PM strategy for maintaining assets at BCAD by adopting a life cycle asset management (LCAM) SOP*
    - Description: As part of the eSAM implementation, EDI will work with BCAD to provide best practices to allow BCAD to ensure maintenance needs assessments are performed on all systems and the results entered in the PM module. This strategy will be developed as part of the Change Management workshop.
    - Resource: Functional Lead
  - *Turn on job plan revision control*
    - Description: Job Plan revision control will allow BCAD to mature and update Job Plans as needed. This will allow work to continue and review of new processes to not affect current work.
    - Resources: Technical Lead
  - *EDI will help BCAD create a strategy to move away from time-based PM*
    - Description: As part of a Reliability Centered Maintenance (RCM), EDI will help BCAD determine the best way to move away from time-based PM and into a predictive, IOT, and analytical model. This is only the strategy and the actual implementation may be addressed through the Change of Scope Procedures and the execution of a Work Authorization. This strategy will be discussed as part of the change management workshop and is time limited to allocated portion of the workshop only. This strategy will be an output document identifying the findings of the workshop.
    - Resources: Functional Lead
  - *EDI will help BCAD create a review board for evaluating job plan tasks that meet the requirements identified in this document*
    - Description: As part of the change workshop EDI will help BCAD identify the resources necessary to create a job plan review board. It is up to BCAD to create the review board and operate it. EDI will only provide guidance as part of the change management workshop.
    - Resource: Functional Lead
  - *EDI will help BCAD create an MNA team on a specific asset group and implement an effect maintenance strategy so BCAD could see the value of this program*
    - Description: As part of the change workshop, EDI will help BCAD create a Maintenance Needs Assessment ("MNA") team. EDI will only provide guidance on who should be on the team as part of the change management workshop.
    - Resource: Functional Lead
  - *EDI will help BCAD create event PM to deactivate or put on hold certain maintenance tasks while activating others*

- Description: EDI will provide guidance to BCAD to create event PM to deactivate or put on hold certain maintenance task while activating others. The plan to accomplish this will be discussed as part of the Change Management workshop. EDI will help with identifying which tasks and PM will be targeted but it will be up to BCAD to complete the work.
- Resource: Functional Lead
- *Create a PM program for lighting and other airfield assets dictated by part 139*
  - Description: EDI will work with BCAD to implement a best practices PM program for BCAD for Part 139 assets such as lighting and other airfield assets. EDI will provide recommendations and scheduling strategies based on leading industry practices during the Change Management Workshop. EDI's role as part of this task is limited to the workshop only. BCAD will create or provide any actual records/data and will be responsible for implementing recommendations and strategies from the Workshop.
  - Resource: Functional Lead
- This Phase includes eSAM Maximo planning applications.
- This Phase includes the data loading of planning data that supports the eSAM planning activities. This include failure codes and labor related data. EDI will provide data loading templates that specify exact data and format to be provided. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
- This Phase does not include any integrations to 3<sup>rd</sup> party systems.

### **Release 1: Deployment and Testing of Deliverables from Phases 1-3**

- Deadline: 60 days from Notice to Proceed for Release 1.
- This Release covers all the activities to deploy Phases 1-3. This includes:
  - *Quality Assurance Testing and Test Script Development*
    - Description: EDI consultants will create test scripts, subject to County approval, to validate the System against the documented System requirements from the PRD. The test script documents created will be utilized to support Quality Assurance Testing that will take place throughout the Release, as well as the User Acceptance Testing. The documented test scripts are also used to provide structure to the formal walkthroughs during the development of the PRD items. Ultimately, every documented requirement will trace to a test script. Throughout the development cycle, the Quality Assurance (QA) Analyst(s) will also be performing the initial QA tests on everything produced by the development team prior to its inclusion in a mid-iteration or end of

iteration walkthrough. Reports on interim testing efforts performed will be discussed as part of iterative development progress meetings. Any issues found by the QA Analyst(s) will be sent back to the developer for remediation.

- Resource: Quality Assurance Analyst
- *Quality Assurance Testing*
  - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform data testing to ensure that all collected data was loaded completely and accurately and functions appropriately. The County project team may observe the testing in the form of artifact review, status discussions, and/or live demonstration of some testing.
  - Resource: Technical Lead, Data Analyst
- *Quality Assurance Testing – Dry Run Testing*
  - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform "dry-run" testing of all of the test scripts created during the Development environment to ensure that the system is functioning properly post-deployment (as this is the first full deployment of the system in the manner that Production will be built) and that all captured requirements are being met. This activity also includes some allowance for addressing any minor configuration issues that may be uncovered during the testing. The County project team may observe the testing.
  - Resource: Functional Lead, Quality Analyst, Technical Lead
- *User Acceptance Testing – Data Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by County project team and users. The County project team will execute the test scripts created during the development in the Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the County team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Technical Lead will be on hand during testing to facilitate the activities and to capture and assess issues.
  - Resource: Functional Lead, Quality Assurance Analyst, Technical Lead
- *User Acceptance Testing – System Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by the County project team and users. The County project team will execute the test scripts created during the Development phase in the Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the County team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Project Manager will be on hand during testing to facilitate the activities and to capture and assess issues.
  - Resource: Functional Lead, Quality Assurance Analyst, Technical Lead

- *Perform User Acceptance Testing Issue Remediation*
  - Description: After User Acceptance Testing is complete and a remediation for each captured issue has been identified, the EDI development team will perform any necessary fixes to address the issues.
  - Resource: Technical Lead, Application Developer(s)
- *Perform User Acceptance Testing – Retest Failed Tests*
  - Description: After the Development Team has deployed fixes to the UAT issues to the Test Environment, the County Project Team will re-execute failed test scripts to ensure the issues have been adequately resolved. This activity will be facilitated by the Functional Lead, Quality Assurance Analyst and Project Manager.
  - Resource: Functional Lead, Quality Assurance Analyst
- *Create UAT Summary Report*
  - Description: At the end of User Acceptance Testing, the team will produce a report summarizing all testing activities, results and remediation. This package will also include the executed test scripts.
  - Resource: Quality Assurance Analyst
- *Create/Review/Revise Deployment Execution Plan*
  - Description: During the QA and UAT testing, lessons are learned about how the deployment will need to be performed to be successful. At the end of testing, the final activity is to create and review the Deployment Execution Plan with the County team and make the necessary updates.
  - Resource: Quality Assurance Analyst
- *Scheduling coordination and conduction End User training*
  - Description: EDI will schedule and conduct ten (10) days of end user training over a two week period immediately following the completion of Phase 3. This training will be given in two (2) hour sessions with a maximum of three (3) sessions per day for total maximum of thirty (30) training sessions. Included in that thirty (30) sessions is one (1) large group training session. If BCAD elects to have less sessions, no reduction in payment will be provided and the training session will be forfeited. Training sessions will be devoted to processes enabled in Maximo during Phases 1-3. No additional materials or subjects will be discussed or included under this Scope of Work. If changes to training courses or the schedule are needed by BCAD, they will be formally agreed upon through the Change of Scope Procedures and the execution of a Work Authorization.
  - Resource: Training Lead
- *Cut over and Go-Live of Phases 1-3*
  - Description: EDI will migrate and deploy the System, as developed and agreed upon by the Parties and tested by BCAD pursuant to this Statement of Work and the PRD, to the production ("PROD") environment immediately following training. This activity is considered by EDI to be the "Go-Live" of the System and will constitute the completion of Phases 1-3

and Release 1 of the project. Any changes or delays requested by BCAD will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.

- Resources: Technical Lead, Data Lead
- *Bubble Support Release 1 (includes Phases 1-3)*
  - Description: EDI will provide one resource onsite to BCAD to provide one-on-one go-live support that EDI refers to as "Bubble Support." EDI will assist users as needed. If desired by BCAD, users can be scheduled for individual assistance with the eSAM Maximo production deployment for content contained in Phases 1-3. Bubble support is provided for ten (10) consecutive business days immediately following the migration of the System into PROD.
  - Resources: System Analyst

#### **Phase 4: Inventory Management**

- Deadline: 50 days from Notice to Proceed for Phase 4.
- This Phase covers all the activities surrounding Inventory Management. This includes:
  - *Implement eSAM Inventory Management Modules and Processes*
    - EDI will implement the Inventory modules for the System which incorporate MRO inventory best practices.
    - Resource: Technical Lead
  - *Inventory Change Management Workshop*
    - Description: EDI will implement its recommended changes to the central warehouse to support MRO inventory best practices. EDI will deliver recommended BCAD implement leading industry MRO inventory practices from eSAM Documentation as part of the Change Management Workshop.
    - Resource: Functional Lead
  - *Provide forms and templates for collecting spare part data in walk down. EDI will not provide walk down services as part of this statement of work.*
    - Description: EDI has, as part of eSAM, pre-designed forms and templates to allow BCAD to collect the necessary data for leading industry MRO inventory parts management. EDI will not perform walk down activities or assist with data collection. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
    - Resources: Data Lead

- *Train personnel in the usage of classifications*
  - Description: As part of the change management workshops, classifications in the System and their usage will be discussed and BCAD participants will be educated on proper usage of Maximo classifications. This will constitute the training of classifications to BCAD.
  - Resources: Functional Lead
- *EDI recommends that BCAD perform a walk down of inventory and move it to a central warehouse*
  - Description: This recommendation will require BCAD to find parts, collect information on those parts, and move them to a central location. Data will need to be collected and loaded into the System. EDI has made this recommendation as a best practice, but will only assist BCAD as far as providing data collection sheets and data loading as specified in other sections. EDI will not provide walk down services of inventory or the collection of BCAD data.
  - Resources: Data Lead
- This Phase includes eSAM Maximo Inventory applications.
- This Phase includes the data loading of Item Master, Inventory, Vendor, and other related eSAM Inventory data as needed. EDI will provide data loading templates that specify exact data and format to be provided. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
- This phase does not include any integrations.

## **Phase 5: Procurement**

- Deadline: 90 days from Notice to Proceed for Phase 5.
- This phase covers all the activities surrounding eSAM Maximo Procurement. This includes:
  - *Implement eSAM Procurement Modules and Processes*
    - EDI will implement the Procurement modules from eSAM Maximo.
    - Resource: Technical Lead
  - *Procurement Change Management Workshop*
    - Description: EDI will implement the Procurement modules and processes at BCAD. This includes workflows for the purchasing approval process in the System and the integration described below to the County's ERP system. Examples include approval routing, changes to costing methods, changes to screens, or implementation of process not as currently implemented in eSAM Maximo. This process is already defined in the

System and does not include modifications to accommodate legacy organizational processes.

- Resources: Functional Lead
- *Implement PCard transaction management process and solution.*
  - Description: As part of the change management workshops, EDI will discuss the PCard transaction management process within the eSAM Procurement process and workflow. The PCard process allows for the creation and approval of the purchase requisition of parts associated with the appropriate Work Orders. EDI will provide a P-Card specific report for transaction review.
  - Resources: Functional Lead
- This Phase includes eSAM Maximo Purchasing applications.
- This Phase includes the data loading of procurement supporting data only as required for eSAM Maximo. After Project Kick-Off, EDI will provide data loading templates that specify exact data and format to be provided. Historical data is limited to one year of transactions. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
- This Phase includes a one-way interface between the System and County's ERP system for Purchase Requisitions. This interface has been scoped as a simple interface limited to five fields with no customizations on output or processing. EDI will start on the development of the ERP system interface after the mapping is thoroughly defined and formally agreed to by both EDI and County. If it is discovered during the workshop or development that a more complex bi-directional interface with purchasing workflows is needed and the one-way interface proposed here is not sufficient, the more complex interface will be addressed through the Change of Scope Procedures and the completion of a Work Authorization. EDI is responsible for the eSAM Maximo portion of this interface only. BCAD is responsible for providing resources and SME's for the County's ERP system side of the integration.

#### **Phase 6: SMS and Part 1542 (Airport Security)**

- Deadline: 100 days from Notice to Proceed for Phase 6.
- This phase covers all the activities surrounding the Safety Management System ("SMS") and Part 1542 Security compliance. This includes:
  - *Implement eSAM for Airports SMS Modules and Processes*
    - Description: EDI will conduct a change management workshop to implement the eSAM for Airports SMS modules and processes. This workshop will cover the applications and processes. EDI will install the

- eSAM workflows to the BCAD organization and such workflows will be deployed as part of Phase 6. This process is already defined in eSAM and does not include modifications to accommodate legacy organizational processes.
- Resources: Functional Lead
  - *Implement SMS for the COM center to create an electronic log and track events to closure within Maximo*
    - Description: EDI will conduct a process design workshop to Implement SMS for the COM center to create an electronic log and track events to closure within Maximo. This workshop will cover the applications and processes along with the configurations needed to the system to support those processes. EDI will tailor the eSAM system to the BCAD organization and will be developed as part of the Phase 6 development.
    - Resources: Functional Lead
  - *Implement Part 1542 (Security) Compliance*
    - Description: EDI will conduct a process design workshop to Implement SMS for the COM center to Implement Part 1542 (Security) Compliance. This workshop will cover the applications and processes along with the configurations needed to the System to support those processes. EDI will develop the System to comply with CFR Part 1542 based on BCAD's organizational structure.
    - Resources: Functional Lead
- This Phase includes eSAM for Airports Safety Management Systems (SMS) applications.
  - This Phase includes the data loading of SMS supporting data only as required for eSAM Maximo. EDI will provide data loading templates that specify exact data and format to be provided. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
  - This Phase does not include any integrations.

## **Release 2: Deployment and Testing of Deliverables from Phases 4-6**

- Deadline: 50 days from Notice to Proceed for Release 2.
- This Release covers all the activities to deploy Phases 4-6. This includes:
  - *Quality Assurance Testing and Test Script Development*
    - Description: EDI consultants will create test scripts, subject to County approval, to validate the System against the documented System requirements through the PRD. The test script documents created will be utilized to support Quality Assurance Testing that will take place

throughout the Release, as well as the User Acceptance Testing. The documented test scripts are also used to provide structure to the formal walkthroughs during the development of the PRD items. Ultimately, every documented requirement will trace to a test script. Throughout the development cycle, the Quality Assurance (QA) Analyst(s) will also be performing the initial QA tests on everything produced by the development team prior to its inclusion in a mid-iteration or end of iteration walkthrough. Reports on interim testing efforts performed will be discussed as part of iterative development progress meetings. Any issues found by the QA Analyst(s) will be sent back to the developer for remediation.

- Resource: Quality Assurance Analyst
- *Quality Assurance Testing*
  - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform data testing to ensure that all collected data was loaded completely and accurately and functions appropriately. The County project team may observe the testing in the form of artifact review, status discussions, and/or live demonstration of some testing.
  - Resource: Technical Lead, Data Analyst
- *Quality Assurance Testing – Dry Run Testing*
  - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform "dry-run" testing of all of the test scripts created in DEV to ensure that the system is functioning properly post-deployment (as this is the first full deployment of the system in the manner that Production will be built) and that all captured requirements are being met. This activity also includes some allowance for addressing any minor configuration issues that may be uncovered during the testing. The County project team may observe the testing.
  - Resource: Functional Lead, Quality Analyst, Technical Lead
- *User Acceptance Testing – Data Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by the County project team and users. The County project team will execute the test scripts created during development in the Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the County Project Team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Technical Lead will be on hand during testing to facilitate the activities and to capture and assess issues.
  - Resource: Functional Lead, Quality Assurance Analyst, Technical Lead
- *User Acceptance Testing – System Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by the County project team and users. The County project team will execute the test scripts created during the Development phase in the

Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the Project Team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Project Manager will be on hand during testing to facilitate the activities and to capture and assess issues.

- Resource: Functional Lead, Quality Assurance Analyst, Technical Lead
- *Perform User Acceptance Testing Issue Remediation*
  - Description: After User Acceptance Testing is complete and a remediation for each captured issue has been identified, the EDI development team will perform any necessary fixes to address the issues.
  - Resource: Technical Lead, Application Developer(s)
- *Perform User Acceptance Testing – Retest Failed Tests*
  - Description: After EDI has deployed fixes to the UAT issues to the Test Environment, the County Project Team will re-execute failed test scripts to ensure the issues have been adequately resolved. This activity will be facilitated by the Functional Lead, Quality Assurance Analyst and Project Manager.
  - Resource: Functional Lead, Quality Assurance Analyst
- *Create UAT Summary Report*
  - Description: At the end of User Acceptance Testing, EDI will produce a report summarizing all testing activities, results and remediation. This package will also include the executed test scripts.
  - Resource: Quality Assurance Analyst
- *Create/Review/Revise Deployment Execution Plan*
  - Description: During the QA and UAT testing, lessons are learned about how the deployment will need to be performed to be successful. At the end of testing, the final activity by EDI is to create and review the Deployment Execution Plan with the County team and make the necessary updates.
  - Resource: Quality Assurance Analyst
- *Scheduling coordination and conduction End User training*
  - Description: EDI will schedule and conduct ten (10) days of end user training over a two-week period immediately following the completion of Phase 6. This training will be given in two (2) hour sessions with a maximum of three (3) sessions per day for total maximum of thirty (30) training sessions. Included in that thirty (30) sessions is one (1) large group training session. If BCAD elects to have less sessions, no reduction in payment will be provided and the training session will be forfeited. Training sessions will be devoted to processes enabled in Maximo during Phases 4-6. No additional materials or subjects will be discussed or included under this Scope of Work. Changes to training courses or schedules needed by BCAD will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.

- Resource: Training Lead
- *County retesting of prior Releases.*
  - County may retest all prior Releases in accordance with the agreed to test scripts to ensure the System functions as identified in this Exhibit A.
  - To the extent retesting of prior Releases is unsuccessful, County shall have all remedies available under Article 7 of the Agreement.
- *Cut over and Go-Live of Phases 4-6*
  - Description: Upon written notification from County of acceptance of testing, EDI will migrate and deploy the System as developed and tested and agreed upon by BCAD to the production environment immediately following training. This activity is considered by EDI to be the "Go-Live" of the System and will constitute the completion of Phases 4-6, Release 2. Any changes or delays requested by BCAD must be submitted through the Change of Scope Procedures and the execution of a Work Authorization.
  - Resources: Technical Lead, Data Lead
- *Bubble Support Release 2 (includes Phases 4-6)*
  - Description: EDI will provide one resource onsite to BCAD to provide one-on-one go-live support that EDI refers to as "Bubble Support." EDI will assist users as needed or if desired by BCAD users can be scheduled for individual assistance with the System production deployment for content contained is phases 4-6. Bubble support is provided for ten (10) consecutive work days immediately following the migration of the System to PROD.
  - Resources: System Analyst

#### **Phase 7: Additional Asset Class/Group or Functionality**

- Deadline: 50 days from Notice to Proceed for Phase 7.
- This Phase covers all the activities for creation of additional Asset Group. This includes:
  - *Defining supporting processes that are not already included in eSAM Maximo*
    - Definition: EDI will work with BCAD to identify and define airport related maintenance processes that are not currently in the System. EDI will document these processes and provide an implementation recommendation as part of the plan detailed below.
    - Resources: Functional Lead
  - *Creating a plan to deploy eSAM Maximo to other Airport Areas*
    - Description: Prior to Phase 7, EDI will have, in conjunction with County, identified additional areas to deploy eSAM for Airports with Maximo and will create a plan to deploy eSAM at those other airport areas. As part of this Scope of Work, EDI will implement one (1) additional asset area. If County desires to include additional areas, the Parties may agree to the scope of such additional work in a Work Authorization. This plan will include a timeline and any additional costs. EDI will assist BCAD in the deployment of this plan as part of Phase 7.

- Resources: Functional Lead, Technical Lead
  - *Rolling out Maximo beyond the airfield assets to include other parts of the airport.*
    - Description: EDI will assist BCAD in the deployment of the one asset area to be determined by BCAD and with the plan detailed above as part of the Phase 7 scope.
    - Resources: Functional Lead, Technical Lead
- This Phase includes the data loading of supporting Asset, Location and active Work Order data as required for eSAM Maximo to function in the one additional area or asset class. EDI will provide data loading templates that specify exact data and format to be provided to BCAD as part of the Phase 7 workshop. BCAD is responsible for providing and cleansing all data to be migrated into Maximo. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
- This Phase does not include any integrations.

### **Release 3: Deployment and Testing of Deliverables from Phase 7**

- Deadline: 50 days from Notice to Proceed for Release 3.
- This Release covers all the activities to deploy Phase 7. This includes:
  - *Quality Assurance Testing and Test Script Development*
    - Description: EDI consultants will create test scripts, subject to County approval to validate the System against the documented System requirements in the PRD. The test script documents created will be utilized to support Quality Assurance Testing that will take place throughout the Release, as well as the User Acceptance Testing. The documented test scripts are also used to provide structure to the formal walkthroughs during the development of the PRD items. Ultimately, every documented requirement will trace to a test script. Throughout the development cycle, the Quality Assurance (QA) Analyst(s) will also be performing the initial QA tests on everything produced by the development team prior to its inclusion in a mid-iteration or end of iteration walkthrough. Reports on interim testing efforts performed will be discussed as part of iterative development progress meetings. Any issues found by the QA Analyst(s) will be sent back to the developer for remediation.
    - Resource: Quality Assurance Analyst
  - *Quality Assurance Testing*
    - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform data testing to ensure that all collected data was loaded completely and accurately and functions appropriately.

The County project team may observe the testing in the form of artifact review, status discussions, and/or live demonstration of some testing.

- Resource: Technical Lead, Data Analyst
- *Quality Assurance Testing – Dry Run Testing*
  - Description: Once the Test Environment has been configured and loaded by EDI, the EDI team will perform "dry-run" testing of all of the test scripts created in DEV to ensure that the system is functioning properly post-deployment (as this is the first full deployment of the system in the manner that Production will be built) and that all captured requirements are being met. This activity also includes some allowance for addressing any minor configuration issues that may be uncovered during the testing. The County project team may observe the testing.
  - Resource: Functional Lead, Quality Analyst, Technical Lead
- *User Acceptance Testing – Data Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by County team and users. The County project team will execute the test scripts created during the development of the System in the Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the Project Team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Technical Lead will be on hand during testing to facilitate the activities and to capture and assess issues.
  - Resource: Functional Lead, Quality Assurance Analyst, Technical Lead
- *User Acceptance Testing – System Testing*
  - Description: User Acceptance Testing will be facilitated by EDI, but will be performed by the County project team and users. The County project team will execute the test scripts created during the development of the System in the Test environment. Any issues or feedback captured during the User Acceptance Testing will be captured in a report and addressed by EDI and the Project Team to determine the appropriate remediation. The Functional Lead, Quality Assurance Analyst and Project Manager will be on hand during testing to facilitate the activities and to capture and assess issues.
  - Resource: Functional Lead, Quality Assurance Analyst, Technical Lead
- *Perform User Acceptance Testing Issue Remediation*
  - Description: After User Acceptance Testing is complete and a remediation for each captured issue has been identified, EDI will perform any necessary fixes to address the issues.
  - Resource: Technical Lead, Application Developer(s)
- *Perform User Acceptance Testing – Retest Failed Tests*
  - Description: After EDI has deployed fixes to the UAT issues to the Test Environment, the County Project Team will re-execute failed test scripts to ensure the issues have been adequately resolved. This activity will be

facilitated by the Functional Lead, Quality Assurance Analyst and Project Manager.

- Resource: Functional Lead, Quality Assurance Analyst
- *Create UAT Summary Report*
  - Description: At the end of User Acceptance Testing, EDI will produce a report summarizing all testing activities, results and remediation. This package will also include the executed test scripts.
  - Resource: Quality Assurance Analyst
- *Create/Review/Revise Deployment Execution Plan*
  - Description: During the QA and UAT testing, lessons are learned about how the deployment will need to be performed to be successful. At the end of testing, the final activity is to create and review the Deployment Execution Plan with the County team and make the necessary updates.
  - Resource: Quality Assurance Analyst
- *Scheduling coordination and conduction End User training*
  - Description: EDI will schedule and conduct five (5) days of end user training over a two-week period immediately following the completion of Phase 7. This training will be given in two (2) hour sessions with a maximum of three (3) sessions per day for total maximum of fifteen (15) training sessions. Included in these fifteen (15) sessions are one (1) large group training session. If BCAD elects to have less sessions, no reduction in payment will be provided and the training session will be forfeited. Training sessions will be devoted to processes enabled in Maximo during Phases 7. No additional materials or subjects will be discussed or included under this Scope of Work. Changes to training courses or schedules will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
  - Resource: Training Lead
- *County retesting of prior Releases.*
  - County may retest all prior Releases in accordance with the agreed to test scripts to ensure the System functions as identified in this Exhibit A.
  - To the extent retesting of prior releases is unsuccessful, County shall have all remedies available under Article 7 of the Agreement.
- *Cut over and Go-Live of Phase 7*
  - Description: Upon written notification from County of acceptance of testing, EDI will migrate and deploy the System as developed and tested and agreed upon by BCAD to the production environment immediately following training. This activity is considered by EDI to be the "Go-Live" of the eSAM Maximo product and will constitute the completion of Phase 7, Release 3. Any changes or delays requested by BCAD will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
  - Resources: Technical Lead, Data Lead
- *Bubble Support Release 3 (Phase 7)*

- Description: EDI will provide one resource onsite to BCAD to provide one-on-one go-live support that EDI refers to as "Bubble Support." EDI will assist users as needed or if desired by BCAD users can be scheduled for individual assistance with the System for content contained in Phase 7. Bubble support is provided for ten (10) consecutive work days immediately following the migration of the eSAM Maximo system into production.
- Resources: System Analyst

#### **Data Loading Iterations**

- For each Phase listed above, EDI will conduct data loading iterations as follows:
  - *Data Loading Phases 1-7*
    - Description: EDI will discuss data loading as part of the change management workshops during each phase of the project. As part of that discussion, EDI will provide to BCAD a template for data population into the System. It is BCAD's responsibility to mine and transform the required data to populate the template. Data will be put through transformation scripts by EDI to map the data to conform to the Maximo system. Once the data has been transformed and loaded, EDI will provide one error report to County to review the errors and determine how gaps in the data will be filled. County will correct any gaps in data by making updates to the data load template. EDI will then rerun the transformational scripts and reload the corrected data one additional time. Additional data loads will be addressed through the Change of Scope Procedures and the execution of a Work Authorization.
    - Additionally, data loading activities are time limited to nine (9) days of total effort for each phase to ensure that the Project Schedule is not impacted by bad data. This activity will occur seven (7) times as part of each Phase.
    - Resource: Data Lead
  - *Data Loading Releases 1-3*
    - Description: As part of each Release BCAD will have the opportunity to load updated transactional information to include data that was not yet available during the initial load as part of each phase. Only existing data templates will be used and updated as needed by BCAD. BCAD will be given one loading opportunity and one opportunity to make corrections. This activity occurs immediately prior to go-live with an expectation of no delays or changes that may cause a delay. This activity will occur three (3) times prior to each Release.
    - Resources: Data Lead

#### **4. BCAD Participation**

BCAD will provide key resources in a timely manner as the services are provided and will be made available via telephone after the on-site phase for follow-up and clarification. BCAD will be adequately prepared for on-site visit and conference calls conducted by EDI consulting personnel.

## 5. Project Management

Management of a large project requires special attention to all aspects of the project execution, whether it is planning and status monitoring, cost management, scope management, quality management or resource management.

During project initiation and subsequently at the beginning of every phase of the project, the EDI Project Coordinator will conduct a planning session that will refine all the project management documentation including the assets, checklists, standards, guidelines, processes, and procedures based on the actual performance from the previous phases of the project.

A key tool for the effective management of the project is the Project Schedule. At any point in time, the Project Coordinator will have prepared a detailed Project Schedule and an Execution Plan that will highlight all the tasks and activities scheduled for that phase of the project along with names of consultants, start and end dates, duration, effort that should be spent on the tasks and activities, and the deliverables that are expected to be produced. This forms the basis for all work performed by the entire team on a day-to-day basis. All work efforts are easily traceable, measurable, and of short duration (not more than a week). Each of these work elements and their rollup into a longer-term milestone allows accurate planning and development of mitigation strategies early and quickly when delays occur.

*Team Members:* The project team will be structured such that the EDI team will have a Project Coordinator and Technical, Functional, Data, and other leads as the project requires. Every team of consultants will be managed by a lead role (functional lead, integrations lead, technical lead, etc.). Each lead role on the project will monitor the progress of work on a weekly basis using a status report that contains, at minimum, the following information:

- List of Activities/Tasks assigned
- Date of Assignment
- Status of Activities/Tasks
- Estimated date of completion (planned vs. actual)
- Effort spent
- Percentage completed
- Details of review and testing activities
- Issues, if any

*Team Leads:* Each lead role will submit a report to the EDI Project Coordinator on a weekly basis with respect to the status of work in each of the teams. The format and contents of these reports will be finalized by EDI during the Initiate Phase. The contents will reflect the contents of the EDI Project Coordinator's weekly report except for the fact that the details will pertain only to respective teams.

*Project Coordinator's Weekly Report:* The weekly status report, at minimum, will contain the following information (the format and the level of details in each report are subject to County approval):

- An Executive Summary
- Any issues encountered and their current disposition
- The results of any tests
- Whether deadlines (if any) were met during the week and if slipped, reasons for slippage and associated corrective measures
- Any issues that need to be addressed before proceeding to the next task
- Anticipated major tasks to be completed in the subsequent week
- Tasks percentage completed between 0% and 100%
- Updated Project Schedule for any major changes in schedule
- Weekly project metrics that are decided upon at the beginning of the engagement (e.g., compliance to schedule, effort estimated vs. actual, defect/defect density, deliverables review statistics, etc.) – for each application team
- Status of Change Requests and Problem Logs, if any – iteration, raised/created by, created date and time, status, action items, percentage completed, estimated completion date, etc.
- Items requiring attention of Executive Steering Committee

*Project Coordinator's Monthly Report:* The monthly status report, at minimum, will contain the following information (the format and the level of details in each report subject to County approval):

- A complete set of updated and current output from the Microsoft Project (or the selected project management tool), including an updated Gantt chart, along with a copy of the corresponding Project Schedule files in electronic version
- A description of the overall completion status of the project in terms of the approved Project Schedule
- The plans for activities scheduled for the next month & the deliverable status, with percentage of completion and time ahead or behind schedule for tasks and identification of project team members assigned to specific activities
- Issues and resolutions that relate to effort and budget, Project Schedule, scope, relationship & an analysis of risk anticipated, proposed mitigation strategies, and resolved risks
- Updates on the status of the change requests, if any
- Testing status, and test results, and proposed changes to the Project Schedule, if any
- Defect prevention and corrections activities identified
- Status of Process Improvement Proposals undertaken in the month

### **Responsibilities**

#### ***EDI Responsibilities as directed by SOW above:***

##### **Software and Hardware**

EDI shall provide all necessary software and hardware for the EDI development team to utilize EDI entitled licenses installed on servers at EDI's offices. EDI shall comply

with the software license terms for all software licensed by County or provided as part of the System.

**Initiate Phase:**

- Project Setup
- Plan Workshops
- Plan and hold 1-day Kick off Meeting
- Plan and hold Methodology Review
- Installation of eSAM on each Environment (DEV, TEST, TRAIN, PROD)

**Phases 1-6:**

- Plan and Conduct Change Management Workshop (one workshop Phase)
- Document Additional BCAD Requirements in PRD
- Create Test Plan for Phase
- Create Configuration Plan for Phase
- Create Training Plan for Phase
- Develop requirement matrix for development
- Develop requirement items for Phase
- Load data from data templates for Phase
- Internal Testing of Backlog Items
- Conduct User Acceptance Testing of Phase and Backlog items

**Release 1 Phases 1-3:**

- End User Training scheduling and Execution along with documentation
- Execute Cut over to Release 1 items
- Provide Onsite Bubble support for Release 1 items

**Release 2 Phases 4-6:**

- End User Training scheduling and Execution along with documentation
- Execute Cut over to Release 2 items
- Provide Onsite Bubble support for Release 2 items

**Phase 7:**

- Document additional asset area at BCAD
- Document deployment plan

**Release 3 Phase 7:**

- End User Training scheduling and Execution along with documentation
- Execute Cut over to Release 3 items
- Provide Onsite Bubble support for Release 3 items

**GIS Integration (Part of Phase 1, Release 1):**

- Perform install of configuration of ESRI GIS mapping record to Maximo object
- Test and Validate Integration

**BIM Installation (Part of Phase 2, Release 1):**

Perform BIM Installation in Maximo ONLY  
Test and Validate Install

**ERP Integration (Part of Phase 5, Release 2):**

Perform 1-way integration to BCAD ERP system on Maximo side ONLY  
Test and Validate Integration

***County Responsibilities***

**Software and Equipment**

County shall provide all Software for the System (other than the EDI entitled licenses utilized by the EDI development team) through separate license agreements with the applicable software provider or other third-party.

BCAD will provide at least the following four (4) environments, which may be virtual: development (DEV), test (TEST), training (TRAIN), and production (PROD). County understands that EDI is not responsible for any County-owned IT infrastructure. This includes and is not limited to the hardware, software, processes and labor to manage all servers, systems, racks, routers, network devices, computers, mobile devices, storage, operating systems, databases, patches, fixes, backups, business continuity/disaster recovery, monitoring, performance, capacity, connectivity, or other County owned infrastructure and County provided IT services not listed.

**Initiate Phase:**

Work with Project Coordinator to schedule Workshops as defined by the Project Schedule.  
Reserve location of Kick Off Meeting and Workshop meetings  
Reserve time with SME and other Workshop attendees  
Attend Kick off Meeting  
Provide critical content on time for Environment Setup  
Setup of each Environment (DEV, TEST, TRAIN, PROD)

**Phase 1-6:**

SME and other required participants attend Change Management Workshops  
Validate Additional BCAD Requirements from workshops  
Validate Test Plan for Phase  
Validate Configuration Plan for phase  
Validate Training Plan for Phase  
Prioritize and validate Product Backlog for development  
Gather all required data and populate datasheets for Phase  
Validate loaded data  
Testing of Backlog Items  
Conduct User Acceptance Testing of Phase and Backlog items

**Release 1 Phases 1-3:**

Assist with End User Training scheduling and prioritization  
Execute Change Management activities  
Attend End User Training  
Required SME's and others essential to Go-Live cut over will assist with activities  
Validate Go-Live environment

**Release 2 Phases 4-6:**

Assist with End User Training scheduling and prioritization  
Execute Change Management activities  
Attend End User Training  
Required SME's and others essential to Go-Live cut over will assist with activities  
Validate Go-Live environment

**Phase 7:**

Work with EDI to identify and prioritize additional asset and eSAM areas at BCAD  
Validate and approve deployment plan

**Release 3 Phase 7:**

Assist with End User Training scheduling and prioritization  
Execute Change Management activities  
Attend End User Training  
Required SME's and others essential to Go-Live cut over will assist with activities  
Validate Go-Live environment

**GIS Integration (Part of Phase 1, Release 1):**

Provide ESRI SME's if required  
Test and Validate Integration

**BIM Installation (Part of Phase 2, Release 1):**

Assist with BIM installation by providing needed SME's, Data load population, etc.  
Test and Validate Installation

**ERP Integration (Part of Phase 5, Release 2):**

Perform integration to Maximo from BCAD ERP system  
Provide any translations needed along with any SME required  
Test and Validate Integration

**Security/Access**

Provider will cooperate with County and provide all information that County may request to determine appropriate security and network access restrictions and verify Provider compliance with County security standards.

EDI will need general network access for all users. In addition, the EDI team will require VPN access to remotely enter the network for remote development activities. Certain EDI team

member will need access to servers including, Maximo, Database, DataSplice, GIS, and ERP. All EDI team members will need read only access to databases and certain team members will need full database access. Any EDI team member with any network access shall comply with all County or BCAD network policies and security requirements and will sign a User Acknowledgment Form confirming the agreement to abide by the applicable policies and practices. The County make revoke access to any EDI user that fails to sign a User Acknowledgment Form or violates any County or BCAD network or security policy; in such event, EDI shall promptly provide substitute personnel for this project subject to prior approval by BCAD.

## **6. Managerial Approach & Communication**

Provider will ensure that the persons responsible for Provider's performance of the Services under this Agreement and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform in accordance with the terms of this Agreement. To the extent Provider seeks or is required to make any change to the composition of the Key Personnel, Provider will provide County with thirty (30) days' notice (or as much notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

Key Personnel:

1. Product Owner: Steve Bisch, Director of eSAM Services
2. Project Coordinator: Raegan Denny, Project Coordinator
3. Functional Lead: Tim Conrad, Senior Business Analyst
4. Technical and Mobile Lead: Adam Jensen, Senior Systems Architect
5. Data Lead: Chris Papia, Data Specialist
6. Integration Lead: Pete Frost
7. Trainer: Tanya Brown, Trainer

Reporting Structure: The team reports to the Product Owner, who handles executive level communications, quarterly at a minimum. The Project Coordinator handles day-to-day communications, and weekly or bi-weekly meetings and status reports.

## **7. Training**

### ***EDI Training Approach***

EDI's team approach means BCAD will have access to the collective experience of the entire firm during eSAM Maximo training, with direct lines of communication to the service line managers, other project teams, and our service desk. EDI may bring in internal specialized help as necessary to ensure the success of the eSAM Maximo project.

### **End User Training**

#### **Large Group Transition Training (for each Release)**

Large Group Transition Training to be held at BCAD Facilities, lecture with demonstration (not hands-on) about 75-150 attendees at a time. This will be by department and allow for effective Change Management. This statement of work allows for up to three (3) Large Group Transition Training sessions.

### **Role-Based Training (for each Release)**

The End User Training curriculum will be designed to train users of the eSAM Maximo System on the system operations they will be expected to perform. This training curriculum will include functions performed by roles. Those Roles specific to BCAD will be documented as part of the training plan. The entire curriculum may not be applicable to all roles. A matrix will be developed as part of the project that will detail which portions of the training each role should attend.

A role-based training guide will be developed for participants that will include an overview of key concepts, as well as hands-on exercises for the most commonly used system functions. The guide will provide concepts and exercises in the context of eSAM Maximo business processes, but will not cover policies and/or activities that are to take place outside the Maximo system, except as they may be reflected in Maximo workflow, automation scripting, or other similar configurations made by EDI. An editable Master Training Guide for each role will be provided to BCAD in an electronic format that BCAD is free to modify and reproduce in any quantity for internal use.

BCAD will provide its own department-based subject matter experts at each of the classes to provide direction on specific department processes and conventions and so the participants can strengthen their skills. BCAD will provide the appropriate number of workstations with access to the Training environment for each session. The location, quantity, and scheduling requirements for each session from the matrix in the Training Schedule, when it is developed, are subject to approval of BCAD. Each session should not exceed 10 participants.

While there may be some room for adjustment in course times or days, it is recommended to adhere to the Project Schedule to complete the necessary training for BCAD's benefit. This statement of work allows for up to ten (10) total days of training for each of the three (3) Releases (including the 3 Large Group Sessions) with a total of 30 days of training that will be provided. This includes the large group training.

### **Training Pedagogy**

The training sessions conducted by EDI for end users will be instructor-led, but hands-on for each participant. Training sessions will typically follow the format outlined below:

- **Overview:** Using the training material, the instructor presents an overview of the concept, procedure, or workflow involved, explains any specific terminology, and then demonstrates the function to enable users to appreciate the core idea and intended result of the process.
- **Assisted Exercise:** Once users have grasped the basic concept, the instructor leads users through an assisted exercise outlined in the training material. This allows users to not only

reinforce their understanding of the concept, but gain hands on experience navigating in Maximo as they perform the demonstrated function or process.

- **Unassisted Exercise:** When users have completed the assisted exercise, they are then encouraged to "go it alone" by completing a similar exercise on their own. The instructor (and/or assistant) walks around monitoring users to identify those who may be struggling, answer questions, and provide one-on-one assistance.
- **Review:** Once users have completed the exercises, the topic is reviewed, additional questions are answered, clarifications can be made and demonstrated, and the function or process is recapped and discussed, including the lessons learned from the exercises. When the review is complete, the next topic is presented and the cycle begins again at the Overview phase.

Throughout training, the instructor constantly will check for understanding by asking questions, reading body language and facial expressions, and interacting one-on-one as time permits. Training sessions usually have two instructors per session, a Lead Instructor and an Assistant Instructor, unless otherwise approved by County. As the Lead Instructor presents the material, the Assistant Instructor will monitor the users and assists those who need guidance; during exercises, both instructors monitor the users, answer questions, and provide guidance.

### **Training Facilities Requirements**

To accomplish the training of BCAD personnel, it will be necessary for BCAD to provide the facilities, equipment, and resources outlined below to ensure that instruction can take place as seamlessly as possible.

### **Facilities**

Role based training courses may be presented in one of the following two (2) formats:

- **Large Group (LG):** LG training will be presented to large groups (~75-150 employees) at the BCAD facilities, and may employ lectures using presentation software, device emulators, and Maximo TRAIN environment access to demonstrate broad functionality applicable to all eSAM Maximo users. Suggested topics could include process changes, new workflows, Maximo add-ons (Spatial), and mobile behavior. LG sessions will likely be BCAD department specific and will only last about an hour.
- **Small Group (SG):** SG training will be presented to small groups (~8-10 employees) at the BCAD facility or at airport facilities and may employ classroom style training with users hands-on in the TRAIN environment, walking through normal role-based business processes.

Every effort will be made to create a training schedule with specific sessions offered in at least two instances to not deplete a division unnecessarily, but the schedule can be adjusted as

necessary at BCAD's discretion, but fitting within the timeframe allocated by the Project Schedule. Each training facility will need to accommodate the suggested number of students per format (as detailed above) and a training group of 1-2 instructors. Adequate restroom facilities should be near, and BCAD will also want to consider available break and lunchtime facilities.

## **Equipment**

To ensure that training can adequately be implemented, each facility will need to have connectivity to the Maximo Training environment and the required browser (current version of Internet Explorer, Google Chrome, or Mozilla Firefox).

- SG (Small Group) courses are designed based on one (1) desktop computer/laptop or mobile device (as applicable) per student and instructor.
- LG (Large Group) courses will use a lecture style presentation and require overhead projector, large screen or monitor display, podium, and possibly a microphone for the instructor.
- Courses designated as requiring mobile devices will need to have one (1) mobile device per student and instructor.

Each Instructor group will need (in addition to the desktop and mobile devices) an overhead projector or monitor display, and a whiteboard and markers (or large flip-tablet). Adequate wi-fi connectivity, power outlets, extension cords, appropriate cables and adapters (HDMI preferable, VGA acceptable) are also necessary for the required equipment.

## **IT Resources**

Because it is understandable that issues may arise, it is advisable to have immediate availability of and access to BCAD IT resources who can address any hardware, software, or environment issues as they arise during training.

## **System Administrator Training**

System Administrator training will place prior to End User training to fully prepare users in this role to assist BCAD users of eSAM Maximo. The System Administration training curriculum will be designed to train BCAD's Maximo System Administrators on the most common administration and configuration functions within the system. This training curriculum will include functions to be performed by System Administrators only. Upon completion of this course, the User will comprehend the main areas of Maximo that support the System Administrator role.

A Training Guide will be developed for participants that will include an overview of key concepts and hands-on exercises for the most commonly used system administration functions, as well as functions specifically requested by BCAD system administrators. The system administration training shall include both Maximo and Spatial, as well as the DataSplice mobile solution. The Training Guide will not cover any BCAD-specific business processes, except as they may be

reflected in Maximo workflow, automation scripting, or other similar configurations made by EDI.

A copy of the System Administration Training Guide will be provided to BCAD in an editable electronic format that BCAD is free to modify and reproduce in any quantity for internal use.

The actual training to be conducted by EDI for System Administrators will be instructor-led but hands-on for each participant and will take place at BCAD's facility in Fort Lauderdale, FL or alternatively at EDI's facility in St. Petersburg, FL. If the training takes place at BCAD's facility, BCAD will provide the appropriate number of workstations with access to the Training environment for each session.

System Administrator training will be presented in three (3) 8-hour sessions across three days, totaling 24 hours. The training will accommodate approximately 10 individuals.

## 8. Deliverable Products and Services

EDI will provide the following Deliverables with the associated Phases:

| Phase    | Description  | Deliverable  |
|----------|--|--|
| Initiate | Architectural Runway   | eSAM System Established  |
| I        | Create Asset and Location Hierarchy that uses systems and subsystems   | Delivery and Acceptance of Designed Hierarchy                    |
| I        | Create classifications and domains for all asset structure objects and create function locations to ensure assets exist in a one to one relationship   | Delivery of Classifications and Domains and Functional Locations |
| I        | GIS Integration to Maximo to enable BCAD to view and manage all GIS assets such as ensure all lighting, signs, runways, taxiways, aprons, roads, and turf that are be entered in the GIS system and interfaced to Maximo | Delivery of GIS Integration                                      |
| II       | Implement eSAM Work Execution modules and processes  | Delivery of Processes  |
| II       | Implement a fully mobile Maximo solution with recommended workflows, work types, and data structure and eSAM for Airports with the airfield safety inspection module to perform mobile inspections                       | Mobile Solution and Airfield Inspections Deployed                |
| II       | Implement BIM Integration  | Integration Deployed   |
| III      | Deploy eSAM Maintenance Planning modules and processes   | Processes Deployed   |
| I - III  | All of Release One Delivered   | Go-Live of Release One   |
| IV       | Spare Part Collection Template   | Delivery of Template   |
| IV       | Deploy eSAM Inventory modules and processes.   | Processes Deployed   |

| Phase    | Description  | Deliverable                             |
|----------|--|---|
| Initiate | Architectural Runway   | eSAM System Established                 |
| V        | Change Management Workshop on Procurement modules and processes                | Delivery of updated PRD after Workshop  |
| V        | Develop one-way interface to BCAD ERP, Maximo side only                        | Maximo Integration Development Complete |
| V        | Develop PCard transaction management process                                   | Solution Developed and Implemented      |
| V        | Deploy eSAM Procurement modules and processes                                  | Processes Deployed                      |
| VI       | Deploy SMS at COM center for electronic log and to track events in eSAM Maximo | Deployment Complete                     |
| VI       | Deploy Part 1542 solution in eSAM Maximo                                       | Deployment Complete                     |
| IV - VI  | All of Release Two Delivered   | Go-Live of Release Two                  |
| VII      | Develop plan to deploy eSAM Maximo to the rest of BCAD                         | Deliver Developed Plan                  |
| VII      | Deploy eSAM solution to one additional asset group                             | Deployment Complete                     |
| VII      | All of Release Three Delivered   | Go-Live of Release Three                |

EDI will allow time in the Project Schedule for BCAD's procedures that are necessary for BCAD document review and approval, milestone acceptance, and sign-off. BCAD shall provide feedback and sign-off on all deliverables per the following process. All deliverable documents shall be submitted to the BCAD Project Manager via email. BCAD will have ten (10) business days from EDI's submittal of the deliverable to either accept or provide a response with detail of why the deliverable is unacceptable. BCAD will provide one and only one complete and consolidated version of the Response Document to EDI for review.

Upon receipt of the Response Document detailing that the deliverable is unacceptable from County, EDI will resubmit the deliverable to fix any issues identified by BCAD in its Response Document. A deliverable is deemed accepted when BCAD has notified EDI in writing (email is acceptable) that the deliverable has been met to the satisfaction of BCAD. For the Releases, County must issue written notice of Release Acceptance for the Deliverable to be deemed complete. Except for the Releases, if the ten (10) business day period from the date of deliverable submittal has elapsed without BCAD having provided the Response Document, EDI shall contact the Contract Administrator directly and provide notice that a response is required within five (5) business days. If the Contract Administrator does not respond, then the deliverable shall be deemed accepted and if the deliverable is a Milestone listed in Exhibit B with an associated payment, an invoice for the predetermined Milestone shall be submitted to BCAD for processing and payment per Exhibit B.

Notwithstanding the foregoing, for any Release identified above, the Parties will follow the applicable testing procedures outlined in Article 7 of the Agreement and Exhibit A prior to County issuing acceptance of any Release.

## 9. Final Acceptance Test Plan:

### Test Script Breakdown

To ensure proper documentation of the UAT testing activities, for each Release, the testers will follow the provided test scripts for the execution of key testing criteria. Each test script will contain the following sections:

- **Pre-Execution Test Review and Approval:** This section documents that the test script has been reviewed and approved for execution. This includes the printed name, signature, and date of signature of each approver.
- **Objective:** This section documents the objective of the script.
- **User Setup:** This section lists the Person Group and Login ID of the end-user that will be used during the execution of the test script.
- **Data Setup:** This section indicates the data that will need to be set up or available prior to starting the execution of the test script.
- **Test Steps:** This section documents the line by line steps of the test script. These steps shall be performed as defined in the procedure and in step order. Additional columns will indicate the expected result. Testers will document if the step Passed or Failed and any Notes.
- **Post Execution Tester Signatures:** This section documents the test cycle and execution start and end dates along with signatures and comments of the tester. This section also documents if the entire script passed or failed (although certain steps could fail, the overall script could still pass).

### Acceptance Criteria

County will issue written notification of acceptance of each Release only upon completion of the following:

- All product backlog items being promoted to Production have a defined test script resulting in 100% test coverage.
- All UAT scripts have passed
- All UAT scripts have 100% steps passed
- All UAT Issues logged with a category of "Configuration Issue" or "Data Issue" (Defects) have been resolved
- All UAT Issues logged as a requirements discrepancy with a priority 1, as determined in County's sole discretion, have been resolved.
- Successful passage of all test criteria for each Release and each prior Release.

County will issue written notification of Final Acceptance upon acceptance of all 3 Releases.

## 10. Disentanglement and Optional Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Provider to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary

interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement. All obligations of Provider under this Agreement shall be construed consistent with this objective. At request of County, Provider shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

County may from time to time purchase any additional products, licenses, training, support and maintenance, professional services, or other services related to the System provided under this Agreement at the rates set forth in Exhibit B, if listed, or as otherwise negotiated by the Parties pursuant to a Work Authorization, subject to any applicable not-to-exceed amounts set forth in this Agreement. Optional Services include, but are not limited to: Maximo integration to ESRI GIS with Maximo Spatial; data collection; asset and location walk down, collecting, and tagging; data preparation, migration, and loading; and support and maintenance services.

### Exhibit B – Payment Schedule

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal term, unless the contrary is expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

#### Payment Milestones

Provider will invoice County for each Payment Milestone Amount for each Milestone listed below, except Milestones 9, 18, 21, 22, and 23, only upon County's written notification of acceptance of all required Deliverables for that Phase in accordance with the procedures outlined in Deliverable Products and Services, Section 8, Exhibit A. Provider will invoice for Milestones 9, 18, and 21 listed below only upon County's written notification of Release Acceptance in accordance with the testing procedures outlined in Article 7 of the Agreement and the applicable portions of Exhibit A. The Milestone Payment Amounts identified for Milestones 22 and 23 may only be invoiced upon the dates identified.

#### Holdback Amounts

The Holdback Amounts identified for Milestones 1-8 may only be invoiced upon Release Acceptance of Release 1. The Holdback Amounts identified for Milestones 10-17 may only be invoiced upon Release Acceptance of Release 2. The Holdback Amounts identified for Milestones 19-20 may only be invoiced upon Release Acceptance of Release 3.

| Milestone No. | Phase    | Description  | Holdback Amount | Milestone Payment Amount |
|---------------|----------|--|-----------------|--------------------------|
| 1             | Initiate | Architectural Runway   | \$8,000.00      | \$27,000.00              |
| 2             | 1        | Create Asset and Location Hierarchy that uses systems and subsystems   | \$30,300.00     | \$34,000.00              |
| 3             | 1        | Create classifications and domains for all asset structure objects and create function locations to ensure assets exist in a one-to-one relationship   | \$30,300.00     | \$34,000.00              |
| 4             | 1        | GIS Integration to Maximo completed to ensure County can view and manage all GIS assets (e.g., lighting, signs, runways, taxiways, aprons, roads, and turf) entered into County's GIS system | \$30,300.00     | \$34,000.00              |
| 5             | 2        | Implement eSAM Work Execution modules and processes  | \$31,000.00     | \$36,400.00              |
| 6             | 2        | Implement a fully mobile Maximo solution with recommended  | \$31,000.00     | \$36,400.00              |

| Milestone No. | Phase     | Description  | Holdback Amount | Milestone Payment Amount |
|---------------|-----------|--|-----------------|--------------------------|
|               |           | workflows, work types, and data structure. Implement eSam for Airports with the airfield inspection module to perform mobile inspections |                 |                          |
| 7             | 2         | Implement BIM integration  | \$31,000.00     | \$36,400.00              |
| 8             | 3         | Deploy eSAM Maintenance Planning modules and processes   | \$41,000.00     | \$71,000.00              |
| 9             | Release 1 | Release 1 tested and deployed in production environment  |                 | \$278,200.00             |
| 10            | 4         | Create Spare Part collection template  | \$8,000.00      | \$20,000.00              |
| 11            | 4         | Deploy eSAM Inventory modules and processes  | \$15,000.00     | \$56,000.00              |
| 12            | 5         | Change Management Workshop on Procurement modules and processes  | \$6,700.00      | \$22,700.00              |
| 13            | 5         | Develop one-way interface to ERP (Maximo-side only)  | \$6,700.00      | \$22,700.00              |
| 14            | 5         | Develop P-card transaction management process  | \$6,700.00      | \$22,700.00              |
| 15            | 5         | Deploy eSAM Procurement modules and processes  | \$6,700.00      | \$22,700.00              |
| 16            | 6         | Deploy SMS at COM center for electronic log and to track events in eSAM Maximo   | \$12,600.00     | \$43,000.00              |
| 17            | 6         | Deploy Part 1542 solution in eSAM Maximo   | \$12,600.00     | \$43,000.00              |
| 18            | Release 2 | Release 2 tested and deployed in production environment  |                 | \$114,200.00             |
| 19            | 7         | Develop plan to deploy eSAM to rest of BCAD  | \$4,000.00      | \$20,000.00              |
| 20            | 7         | Deploy eSAM to one additional asset group  | \$20,000.00     | \$60,800.00              |
| 21            | Release 3 | Release 3 tested and deployed in production environment  |                 | \$68,600.00              |

| Milestone No. | Phase           | Description                               | Holdback Amount | Milestone Payment Amount |
|---------------|-----------------|---|-----------------|--------------------------|
| 22            | Warranty Period | Six (6) months after Final Acceptance     |                 | \$12,500.00              |
| 23            | Warranty Period | Twelve (12) months after Final Acceptance |                 | \$12,500.00              |
|               |                 | <b>TOTAL</b>                              |                 | <b>\$1,128,800.00</b>    |

Any travel expenses or fees incurred by Provider under this Agreement shall be the sole responsibility of Provider, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

**Optional Services**

| Description  | Unit/Term | Invoicing          | Fee        |
|--|-----------|--------------------|------------|
| Consulting (including Transition & Disentanglement Services) | Hourly    | Monthly in arrears | \$195/hour |
| Additional Training  | Hourly    | Monthly in arrears | \$190/hour |
| Professional Services  | Hourly    | Monthly in arrears | \$200/hour |

### Exhibit C – Minimum Insurance Requirements

#### Insurance Requirements for EDI - TEC2116539P1 - Maximo Professional Consulting Services

the following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

| TYPE OF INSURANCE<br>1. ALL COI's be submitted on an ACCORD 25 form<br>2. ALL deductibles are vendors responsibility<br>3. Self Insurance and SIR's are not approved  | Limits on Liability in Thousands of Dollars |                                       |                                       |
|---|---|---------------------------------------|---------------------------------------|
|   |   | Each Occurrence                       | Aggregate                             |
| <b>GENERAL LIABILITY</b><br>[x] Commercial General Liability<br>[x] Premises–Operations<br>[x] Explosion & Collapse Hazard<br>[x] Underground Hazard<br>[x] Products/Completed Operations Hazard (5 years)<br>[x] Contractual Insurance<br>[x] Broad Form Property Damage<br>[x] Personal Injury<br>[x] mobil equipment   | Bodily Injury                               |                                       |                                       |
|   | Property Damage                             |                                       |                                       |
|   | Bodily Injury and Property Damage Combined  | \$ 1 mil landside<br>\$ 2 mil airside | \$ 1 mil landside<br>\$ 2 mil airside |
|   | Personal Injury                             |                                       |                                       |
| <b>AUTO LIABILITY</b><br>[x] Comprehensive Form<br>[x] Owned<br>[x] Hired<br>[x] Non-owned<br>[x] Any Auto If applicable  | Bodily Injury (each person)                 |                                       |                                       |
|   | Bodily Injury (each accident)               |                                       |                                       |
|   | Property Damage                             |                                       |                                       |
|   | Bodily Injury and Property Damage Combined  | \$300 k landside<br>\$ 5 mil airside  |                                       |
| <b>EXCESS LIABILITY</b><br>[ ] Umbrella Form<br>[ ] Other than Umbrella Form  | Bodily Injury and Property Damage Combined  | \$                                    | \$                                    |
| <b>PROFESSIONAL LIABILITY</b><br>[X]  | Max deductible \$50K<br>Claims-made form    | \$2 mil                               | \$2 mil                               |
| [x] <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>  | [x] STATUTORY<br>Dollar values only:        | **State exemption not accepted.       |                                       |
|   |   | (each accident)                       | 500K MIN                              |
| Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability <b>Additional Insured: Broward County</b> . Also when applicable certificate should show <b>Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required</b> . Certificate Must be Signed and All applicable Deductibles shown. <b>Indicate bid number, RLI,RFP, and project manager on COI.</b> |   |                                       |                                       |

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**

Name & Address of Certificate Holder  
Broward County  
2200 SW 45th Street, Suite #101,  
Dania Beach, FL 33312 IS

**Tracy Meyer**  
Digitally signed by Tracy Meyer  
DN: dc=local, dc=fll-airport, ou=FLLUSERS, cn=Tracy Meyer  
Date Issued: 2018.05.09 16:18:10 -04'00'

InsuranceLimitsForm.03 Revised Certificateofins revised 2005.D/c.c

**Exhibit D – Work Authorization Form**  
**WORK AUTHORIZATION FOR AGREEMENT \_\_\_\_\_**

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Contract Number: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_

This Work Authorization is between Broward County and \_\_\_\_\_ ("Provider") pursuant to the Agreement, executed on \_\_\_\_\_. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

**Services to be provided:** [DESCRIBE IN DETAIL]

Agreement at issue is \_\_ Lump Sum/ \_\_ Not-to-Exceed for amount: \$\_\_\_\_\_

The time period for this Work Authorization will be from the date of complete execution until \_\_\_\_ (\_\_\_\_) days after County's Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

**Fee Determination:** Payment for services under this Work Authorization is as follows:

|                                       |         |
|---------------------------------------|---------|
| Professional Services                 | \$_____ |
| General Services                      | \$_____ |
| Goods/Equipment                       | \$_____ |
| Total Cost of this Work Authorization | \$_____ |

The foregoing amounts shall be invoiced by Provider upon written acceptance by County of all goods and services provided under this Work Authorization.

**County**

|                 |      |                        |      |
|-----------------|------|------------------------|------|
| _____           |      | Contract Administrator | Date |
| Project Manager | Date | Board and/or Designee  | Date |

**Provider**

|        |       |            |       |
|--------|-------|------------|-------|
| _____  |       | Signed     | Date  |
| Attest | _____ | Typed Name | _____ |
|        |       | Title      | _____ |

**Exhibit E**  
**Airport Security Requirements**

**NONDISCRIMINATION REQUIREMENTS**

I. Nondiscrimination - 49 CFR Part 21 Requirements. During the performance of this contract, Provider for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Provider") agrees as follows:

(a) Compliance With Regulations. Provider shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination. Provider shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Provider shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitation for Subcontractors, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Provider of Provider's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.

(d) Information and Reports. Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Provider is in the exclusive possession of another who fails or refuses to furnish this information, Provider shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of Provider noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

(f) Incorporation of Provisions. Provider shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Provider shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request the County to enter into such litigation to protect the interests of the County and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

(g) Provider, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Provider shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.

(h) Provider, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Provider shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this contract, Provider, for itself, its assignees and successors in interest agrees as follows:

(a) Provider agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Provider agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Provider agrees that it will require its covered sub organizations to provide assurances to Provider that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

(b) Provider agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Provider agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Provider agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

(c) If required by 14 CFR Part 152, Provider shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Provider shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

(d) If Provider is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Provider shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Provider shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.

(e) Provider shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Provider shall require its covered sub organizations to keep similar records as applicable.

(f) Provider shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Provider shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Provider who shall, in turn, submit same to the County for transmittal to the FAA.

**III. Nondiscrimination - General Civil Rights Provisions.** Provider, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Provider or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Provider, this Provision binds Provider from the bid solicitation period through the completion of the contract.

**IV. Nondiscrimination - 49 CFR Part 26.** Provider shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by Provider to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

### **PROVISIONS PERTAINING TO AIRPORT PROJECTS**

Provider agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Provider, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and Provider agrees to comply with the County's Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and any amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that sublessees, employees, invitees and guests observe these requirements. If required by the Aviation Department, Provider shall conduct background checks of its employees in accordance with applicable Federal Regulations.

If as a result of the acts or omissions of Provider, its subcontractors, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Provider agrees to pay and/or reimburse to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all costs incurred by County in enforcing this provision. Provider further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. In the event Provider fails to remedy any such deficiency, the County may do so at the sole cost and expense of Provider. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Access to Security Identification Display Areas and Identification Media. Provider shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all Provider's and its subcontractors employees who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Provider shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Provider's and its subcontractor's personnel transferred from the Airport, or terminated from the employ of Provider or any if its subcontractors, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee of Provider or any of its subcontractors, Provider shall comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and shall require that each employee complete security training programs conducted by the Aviation Department. Provider shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department shall have the right to require Provider to conduct background investigations and to furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Provider shall permit any employee of Provider or of any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Provider shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Provider or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Provider agrees that its, and its subcontractors, vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Provider further agrees on behalf of itself and its subcontractors, that it shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Provider acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Provider agrees that persons not executing such consent-to-search/inspection form shall not be employed by Provider or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Provider or by any of its subcontractors.

(d) Provider understands and agrees that if any of its employees, or the employees of any of its subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Non-Disclosure Agreement promulgated by the Aviation Department.

(e) The provisions hereof shall survive the expiration or any other termination of the Agreement to which this exhibit is attached.