



AGREEMENT SUMMARY

1. Other Contracting Party:

Electronic Data, Inc.

2. Proposed Action:

New Contract  Amendment, Number  Renewal  Extension

3. Document Type (select one):

System and Services Agreement

4. Purpose/Description:

The Agreement is for the implementation of EDI's eSAM system to upgrade BCAD's existing Maximo Enterprise Asset Management system, and to provide training and consulting services for the eSAM system.

5. Special Provisions (select if applicable): N/A

- Living Wage Program  SBE Sheltered Market Program
 Workforce Investment Pilot Program  M/WBE Program
 Federal DBE/ACDBE program  In-Kind Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %
 CBE Program  Cash Match Required: \$ \_\_\_\_\_ or \_\_\_\_\_ %

6.a. Effective Dates (for new agreements only):

Start : Effective Date
End: Two years from Effective Date (subject to extension per Section 14 below)

6.b. Effective Dates (amendments only):

- No Change
 End date has changed from \_\_\_\_\_ to \_\_\_\_\_.
 Term has from \_\_\_\_\_ to \_\_\_\_\_.

7. Contract Administrator:

Name: Angela Scott
Phone: 954- 359 - 6166

8. Contract Type:

- Cost reimbursement  Open-end
 Firm fixed price  Time and materials
 Performance-based  Other \_\_\_\_\_

9.a. Contract Value (new contracts)

Table with 2 columns: Category, Value. Rows include Actual/Estimated, Base amount (1,128,800.00), Reimbursables (Not Applicable), Optional Services (350,000.00), Total contract value (1,478,000.00).

9.b. Contract Value (amendments only)

Table with 2 columns: Category, Value. Rows include No change/Actual/Estimated, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value.

10. Payment Method

- Lump Sum Payment
 Milestone or Progress-Based
 Scheduled or Time-Based
 Other

11. Payment Terms

Provider will invoice County for each Payment Milestone Amount listed in Exhibit B 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, or upon successful completion of testing for each Release.

12. Cost Adjustment

- Not Applicable  Fixed Percentage - \_\_\_%  Actual Cost
 CPI or other Index  Fixed Amount - \$ \_\_\_\_\_  Other:

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

Two (2) year agreement with three (3) optional one-year renewals

15. Termination and Cancellation Provisions

For Cause: In accordance to section 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.
For Convenience: In accordance to section 13.1 of the agreement 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

16. Deliverables, milestones or scope of this action:

See Section 11 – Payment Terms. All Payment Milestones identified in Exhibit B.

17. List terms, considerations or deviations from standard county form.

N/A