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

This First Amendment ("First Amendment") to the System and Services Agreement Between Broward County and Electronic Data, Inc., dated October 23, 2018 (the "Agreement"), is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Electronic Data, Inc., a Florida corporation ("EDI," "Provider," or "Contractor") (collectively County and EDI are referenced as the "Parties").

## RECITALS

A.      The Parties entered into the Agreement for EDI's eSAM solution to integrate with County's existing IBM Maximo software.

B.      The Parties desire to amend the Agreement to revise the Statement of Work to update the selected mobile solution, namely to replace the third-party software DataSplice with the Contractor-provided software Arora ATLAS for Work Management, and to provide for a cloud-based solution instead of an on-premises solution, as well as to clarify the scope of optional services, increase the total not-to-exceed amounts, and amend certain other provisions.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and EDI agree as follows:

1.      The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2.      Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underline to indicate additions, unless indicated otherwise.

3.      Section 3.1 of the Agreement is amended as follows:

3.1     Scope of Services.  Provider shall complete all Services required in this Agreement inclusive of the Exhibits**, except that the Cloud Services stated in Exhibit A shall not be provided, and County shall have no obligation to pay for such Cloud Services, unless and until County issues a Notice to Proceed for the Cloud Services**.  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.

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4.      Section 3.2 of the Agreement is amended as follows:

3.2     Licensed Technology. Provider grants to County a royalty-free, nonexclusive right to use the Licensed Technology for the duration of this Agreement, with no geographical limitations, for an unlimited number of users **unless otherwise stated in Exhibit A**, 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.  **In addition to the foregoing, the Arora ATLAS for Work Management software, which is included in the scope of Licensed Technology, is also licensed subject to the additional terms stated in Exhibit A-1.**

5.      Section 3.3 of the Agreement is amended as follows:

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.  **In addition, County may issue Purchase Orders for any optional Licensed Technology for which pricing is stated in the Agreement provided the only Services being procured by that Purchase Order are Support and Maintenance Services pursuant to Exhibit H. Notwithstanding the limit on the execution authority of the Purchasing Director that would otherwise be applicable under the Broward County Procurement Code, the Purchasing Director is authorized under this Agreement to approve Purchase Orders consistent with this section cumulatively up to the applicable not-to-exceed amounts stated in Section 5.1.**  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.

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6.      Sections 3.5, 3.6, 3.7, and 3.8 are added to the Agreement as follows (bold/underlining omitted):

3.5.    Hosting.  Upon completion of the Cloud Services stated in Exhibit A, Provider shall provide hosting services to County for all subscription-based, hosted (cloud or on-site), or on-demand solutions provided to County by Provider, including third-party Licensed Technology such as Arora ATLAS for Work Management Software (collectively, "Hosting Services"), as further described in Exhibit A.  All such Hosting Services are included within the Hosting Services Fees listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Provider, Hosting Services, and the Licensed Technology shall comply for the duration of this Agreement with the Service Level Agreement set forth in **Exhibit F**, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee.

3.6.    Support and Maintenance.  For so long as requested by County and subject to County's payment of the associated fees as stated in Exhibit B, Provider shall provide County with Support and Maintenance for all Licensed Technology at no additional charge in accordance with **Exhibit H**.

3.7.    Updates, Upgrades, and Releases. For the duration of this Agreement, Provider shall promptly provide to County, with advance notice and at no additional cost, any and all software and firmware updates (including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to the Licensed Technology and Hosting Services, including all that Provider makes available at no additional cost to other licensees of the applicable products. All such updates, upgrades, and new releases shall remain the sole property of Provider and shall be deemed to be included within the scope of the license or subscription granted under this Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.

3.8     Minimum Security Requirements.  EDI, the Licensed Technology, the Hosting Services, and all Services must comply at all times with **Exhibit G**.

7.      Section 5.1 of the Agreement is amended as follows:

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

| Services/Goods | Term | Not-To-Exceed Amount |
|---|---|---|
| System and Services per Exhibit A **other than Cloud Services** | Initial Term | $1,128,800.00 |
| **Arora ATLAS for Work Management** | **5 years** | **$700,000.00** |

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| Services/Goods | Term | Not-To-Exceed Amount |
|---|---|---|
| **Licensed Technology subscription and support and maintenance)** | | |
| **Cloud Hosting Migration and Subscription (inclusive of Phase 8, if elected by County)** | **5 years** | **$950,000.00** |
| Optional Services | Duration of the Agreement (inclusive of any renewals) | ~~$350,000.00~~ **$825,000.00** |
| **TOTAL NOT TO EXCEED** | | ~~$1,478,800.00~~ **$3,603,800.00** |

8.       Exhibit A to the Agreement is hereby amended and replaced in its entirety with Exhibit A hereto, including to add Cloud Services and to replace all references "DataSplice Mobile" or "DataSplice" with a reference the Arora ATLAS for Work Management ("ATLAS") mobile solution.  All other references in the Agreement, including in Section 1.8, to "DataSplice Mobile" or "DataSplice" as the mobile software solution to be utilized as part of the System are hereby amended and shall be deemed to refer to the Arora ATLAS for Work Management ("ATLAS") mobile solution.

9.       Exhibit B to the Agreement is replaced in its entirety with Exhibit B hereto.

10.       Exhibit C to the Agreement is replaced in its entirety with Exhibit C hereto.

11.       The Agreement is amended to add the following exhibits attached hereto: **Exhibit A-1** (Additional Terms for Arora ATLAS for Work Management); **Exhibit F**, Service Level Agreement; **Exhibit G**, Minimum Security Requirements; and **Exhibit H** (Support and Maintenance Standards).

12.       The effective date of this First Amendment shall be the date of complete execution by both Parties.

13.       This First Amendment 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 blank.)*

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 2021, and ELECTRONIC DATA, INC., signing by and through its _____, duly authorized to execute same.

**<u>BROWARD COUNTY</u>**

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By_____
              Mayor

_____ day of _____, 2021

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

Digitally signed by RENE
D. HARROD
Date: 2020.12.09
15:59:21 -05'00'

By_____
René D. Harrod            (Date)
Deputy County Attorney

RDH
EDI First Amendment
12/09/2020

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

<u>ELECTRONIC DATA, INC.</u>

WITNESSES:

ELECTRONIC DATA, INC.

_Digitally signed by Michael Nutt_
_Date: 2020.12.10 10:08:32 -08'00'_

By _Digitally signed by Scott Yates_
_Date: 2020.12.09 20:21:39 -05'00'_
_____

_____
Signature

Authorized Signor

_____
Print Name of Witness

_____
Print Name and Title

Stephen W. Bisch _Digitally signed by Stephen W. Bisch_
_Date: 2020.12.10 13:57:11 -05'00'_
_____
Signature

_____ day of _____, 202__

_____
Print Name of Witness

ATTEST:

Anthony J Vitullo CFO _Digitally signed by Anthony J Vitullo CFO_
_Date: 2020.12.10 13:04:14 -05'00'_
_____
Corporate Secretary or authorized agent

(CORPORATE SEAL)

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**Exhibit A – Statement of Work**

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

**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.

**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.

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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.

The System will initially be prepared for an on-premises solution, including both testing and production environments. Upon BCAD's issuance of a Notice to Proceed with the Cloud Services (as defined herein), EDI will transition the System from an on-premises solution to a cloud-based solution, including testing and, upon successful completion of testing, production environments, understanding that this transition may be accomplished in conjunction with or subsequent to any of the Release cycles defined herein.

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. |
| **Arora ATLAS for Work Management** | User licenses | Web-based mobile work management |

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**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:
  - o "Airport Location and Asset Hierarchies" configurations - comprehensive Airport structures for the best in class Life Cycle Asset Management based on BCAD data.
  - o Risk Prioritization Numbers ("RPN") - built in "Risk" module to help identify the assets that are the greatest risk to the Airport.
  - o Airport Failure Class Hierarchy using BCAD data.
  - o "Security Door Database and Key Management" configurations.
  - o "Tenant Chargeback" module.
  - o SuiteReq work requestor tool for airport and airline employees, contractors, concessionaires, and passengers.
  - o "QR Code Customer Feedback" tool that ties into airport specific work request tool.
  - o System Classification Boundary Diagrams ("SCBDs"); includes how to build them and how to utilize them with controls to enforce asset record data compliance.
  - o EDI's recommended airport-specific Job Plans.
  - o 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.
  - o eSAM "Airport Inspections" module to address Airfield Inspections, Facility Inspections, and NOTAM (Notice to Airmen).
  - o Spare parts and inventory management.
- OCM system documentation and complete process documentation.
- Comprehensive training.
- Provide and implement assets and location on-boarding SOPs for an effective maintenance program.

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- 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 though 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 Arora ATLAS for Work Management mobile.
- Provide FAA Part 139 compliance through airfield inspections module with Arora ATLAS for Work Management 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 to the on-premises solution and, upon County's Notice to Proceed with Cloud Services, to the cloud-based solution. 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.
- Convert from an on-premises solution to a cloud-based solution for the entire System.

The project has been divided into eight (8) Phases with three (3) Releases. Each of the first seven (7) Phases focuses on a functional area of eSAM Maximo, with the final Phase 8 focusing on delivering a cloud-based System, and each Release groups complementary functional areas for release into production, understanding that Phase 8 may be initiated during any of the three Release cycles. The Releases will be comprised of the following components:

- Release 1:
  - Asset Structure and Lifecycle
  - Work Management and Inspections
  - Maintenance Planning

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- o Release 2:
  - Inventory Management
  - Procurement
  - Safety Management System (SMS) and Part 1542 (Airport Security)
- o 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.

## 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.  Phase 8 will only be provided if County elects the cloud-based System; otherwise the System will remain on-premises.  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: Twenty-seven (27) days from Notice to Proceed for Initiate Phase
- This Phase covers all activities necessary to initiate the project including, but not limited to:
  - o *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
  - o *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

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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

o *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

o *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

o *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.

o *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

o *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 four (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

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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 four (4) environments: development, test, training and production. BCAD is responsible for providing the hardware, software, and access described herein necessary to perform the installation.
  - o *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
  - o *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)
      - Arora ATLAS for Work Management Mobile
    - 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

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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)

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- o *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
- o *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
- o *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
- o *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

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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

o *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

o *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.

o *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

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- o *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
- o *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
- o *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
- o *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
- o *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.

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- ▪ 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 Arora ATLAS for Work Management 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.
  - o 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 Arora ATLAS for Work Management 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.
  - o 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:
  - o *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

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- o *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)
- o *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:
            - o TC – Trouble Call
            - o CM – Corrective Maintenance
            - o OD – On Demand
            - o SD - Shutdown
        - • Proactive Work Order Types, by Strategy Preference:
            - o RTF – Run to Failure
            - o CdM – Condition Based Maintenance
            - o PdM – Predictive Based Maintenance
            - o UbM – Use Based Maintenance
            - o SbM – Schedule Based Maintenance
        - • Other Work Order Types:
            - o CE – Change Evaluation
            - o PR – Project Work
            - o AD – Admin Work for Maximo
            - o MNA – Maintenance Needs Assessment
            - o 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
- o *Implement eSAM Tenant Chargeback.*

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- 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 Arora ATLAS for Work Management 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.

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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, Arora ATLAS for Work Management Mobile software will be deployed with eSAM workflows, work types, and data structure.

- Resources: Mobile Lead
  o *Implement Mobile eSAM for Airports with the Airfield Safety Inspection module to perform mobile inspections*
    - Description: As part of the eSAM Maximo and Arora ATLAS for Work Management 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 Arora ATLAS for Work Management 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 Arora ATLAS for Work Management Mobile Work Order and Mobile Airfield Safety Inspection modules on Arora ATLAS for Work Management.
- 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

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of BIM data in Maximo as part of this Scope of Work. This installation is not to a 3$^{rd}$ 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

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and document those decisions and responsibilities for completing those activities.

- Resource: Business Analyst (On-site facilitator for each workshop)

o *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

o *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

o *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

o *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

o *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

o *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.

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- ▪ Resources: Functional Lead
  - o *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
  - o *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
  - o *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
  - o *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.

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- 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

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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

o *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

o *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)

o *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

o *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

o *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

o *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

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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
  - o *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
  - o *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:
  - o *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
  - o *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.

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- ▪ Resource: Functional Lead
  - o *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
  - o *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
  - o *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

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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

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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

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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

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configuration issues that may be uncovered during the testing. The County project team may observe the testing.

- Resource: Functional Lead, Quality Analyst, Technical Lead

o *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

o *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

o *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)

o *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

o *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

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- o *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
- o *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
- o *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.
- o *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
- o *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

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**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:

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- o *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
- o *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
- o *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
- o *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

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- o *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
- o *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)
- o *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
- o *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
- o *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
- o *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

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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

- o *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.

- o *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

- o *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 is 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

**Phase 8: Conversion to Cloud ("Cloud Services")**

- Deadline: 100 days from Notice to Proceed for Phase 8.
- EDI provides enterprise asset management services, with access to the Maximo software, Maximo-related software, and other third-party software over the Internet via through a partner, Projetech Inc., headquartered in Cincinnati, OH ("Projetech"). EDI, through Projetech, shall host the System, including the BCAD licenses of the software, purchased by BCAD from IBM, for use with Maximo, and the Arora ATLAS for Work Management mobile software. This phase covers all the activities necessary to provide the entire System as developed in Phases 1 through 7 in a cloud-environment.
- This includes:
    - o *Specifications*
        - One production dedicated instance of Maximo
        - Multiple non-production instances of Maximo, as may be requested by BCAD

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- 24 X 7 emergency support
- Backup services and disaster recovery services, including:
  - Hourly – transaction log backups
  - Nightly – differential backups
  - Weekly – full backups
- Secure Third-Party Reporting Access
- Continuous upgrades to the latest version of the Licensed Technology, including Maximo and ATLAS
- Proactive security and privacy monitoring and threat mitigation
- License compliance monitoring
- Patching of critical vulnerabilities
- Proactive system performance monitoring

o *Conversion of all Modules and Processes*
- Description:  EDI will convert all modules and processes to a cloud-based System.
- This Phase includes any and all integrations necessary to provide the full functionality of the on-premises solution in the cloud environment.
- Resources: Functional Lead

o *Test Cloud-Based System in a Test Environment*
- Description:  EDI will conduct thorough testing of the processes, functionality, and data to ensure the cloud solution meets all of the criteria and requirements of the on-premises solution.
- Resources: Functional Lead

o *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

o *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.

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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

o *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

o *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

o *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

o *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)

o *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

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

- Resource: Functional Lead, Quality Assurance Analyst

o *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

o *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

o *Scheduling coordination and conduction IT/Admin training*

- Description: EDI will schedule and conduct one (1) session with IT staff to review available admin functions within the cloud-hosted environment. 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

o *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.

o *Cut over and Go-Live*

- Description: Upon written notification from County of acceptance of testing, EDI will migrate and deploy the cloud-based 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 "Second Go-Live" of the System and will constitute the completion of Phase 8.  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

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Phase 8 testing categories and test cases (unless modified with approval of both Parties):

| Category | Test Case |
|---|---|
| Security | • Verify that the user access and roles are enforced for the least privilege/need-to-know access<br>• Verify that audit logging is enabled<br>• Verify that all known security issues and vulnerabilities have been mitigated within the vendor's environment (e.g., firewall, VPN, software patching, anti-virus software)<br>• Validate that there are protective measures against Distributed Denial of Services (DDoS attacks)<br>• Verify that all data is encrypted |
| Functional | • Verify that Maximo Production and all non-Production environments are accessible<br>• Re-perform all test cases from User Acceptance Testing (UAT) sessions prior to the migration from on premise to Cloud. |
| Data | • Identify key data points within Maximo system<br>• Validate record counts (macro-validation)<br>• Validate record accuracy (micro-validation) |
| Integration | • Verify all existing integrations to 3rd party systems are working as expected |
| Scalability and Performance testing | • Compare how long it takes each major business transaction and end-to-end flow<br>• Validate that all monitoring tools and working<br>• Test the same transaction on multiple devices<br>• Perform load testing to simulate multiple users |
| Cloud service customer service | • Create a test ticket for every incident type. Validate that the vendor responds within the SLA<br>• Verify that an issue tracking system is in place |
| Technical | • Request a database copy from the vendor, validate accuracy |

**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

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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

o *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

o *Data Loading Phase 8*
- Description: EDI will accurately convert all data from the on-premises solution to the cloud-based solution, including any and all iterations necessary for full testing, accuracy, and functionality.
- 

**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.

**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.

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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

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- 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 cloud-based servers. EDI shall comply with the software license terms for all software licensed by County or provided as part of the System.  EDI shall provide the Arora ATLAS for Work Management software in the quantities of user licenses as requested from time to time by County in accordance with this Agreement.  The initial provision of user licenses is estimated to be 100 user licenses.  If and upon County's review and approval of the implementation utilizing 100 user licenses, County may request, and EDI shall provide, as many additional user licenses as County may request, pursuant to the terms and pricing set forth in this Agreement.  The addition of user licenses shall not

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require additional implementation services, provided no additional configuration or added functionality is required.

**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

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**Phase 8:**

Convert the System from an on-premises solution to a cloud-based solution with full functionality and full testing as stated herein, including through the test environment through Go-Live in the production environment.

*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

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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

**Phase 8:**

Work with EDI to test cloud-based solution in test environment and in production environment


## 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, 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

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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.

**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 Enterprise Solutions
2. Project Manager: Jessica Williams, Product Owner
3. Functional Lead: Tim Conrad, Senior Business Analyst
4. Technical Lead: Kirk Keller, Systems Developer
5. Data Lead: Chris Papia, Data Specialist
6. Integration Lead: Dana Ostrander, Senior Systems Architect
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.

**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.

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**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

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(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.

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**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 Arora ATLAS for Work Management 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.

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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.

**Deliverable Products and Services**

EDI will provide the following Deliverables with the associated Phases:

| 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 |
| 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 |

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| Initiate | Architectural Runway | eSAM System Established |
|---|---|---|
| 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 |
| VIII | Implementation of Cloud Services and conversion of the System to a cloud-based solution | Go-Live of Cloud Services |

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.

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**Final Acceptance Test Plan:**

<u>Test Script Breakdown</u>

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).

<u>Acceptance Criteria</u>

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 and successful completion of all Phases for which County has issued a Notice to Proceed.

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**Optional Services**

Transition and Disentanglement, 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.

In addition, Optional Services include the purchase of additional ATLAS licenses and related support and maintenance, as well as professional services to transition from an on-premises System to a cloud-based System. For the additional ATLAS licenses, any such purchases shall be pursuant to the ATLAS license terms attached hereto as Exhibit A-1, and shall be at the rates set forth in the ATLAS Price Schedule included in Exhibit B. For any ATLAS licenses purchased by County, EDI will provide Support and Maintenance services in accordance with the Exhibit H. County may purchase ATLAS licenses and Support and Maintenance via purchase order consistent with the pricing stated in Exhibit B and the terms stated in Exhibit A-1 and Exhibit H.

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**EXHIBIT A-1
ADDITIONAL TERMS**

**RESTRICTIONS AND RESPONSIBILITIES**

Customer will not (i) directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software Services, the Additional Software or any software, documentation or related data ("Subscription Software"); (ii) modify, translate, or create derivative works based on the Subscription Software (except to the extent expressly permitted by Company or authorized within the Subscription Software); (iii) use the Subscription Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iv) remove any proprietary notices or labels.

Customer represents, covenants, and warrants that Customer will use the Subscription Software only in compliance with all applicable laws and regulations, Company's published acceptable use policies ("Policies") then in effect, and all other terms of this Agreement.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Subscription Software, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

Customer shall assign Authorized User accounts ("Customer Accounts") to individual persons. The number of Authorized User accounts included with the Subscription Service Fee shall be specified in the PO. Customer shall be responsible for maintaining the security of the Equipment, Customer Accounts, passwords and files, and for all uses of Customer Accounts or the Equipment with or without Customer's knowledge or consent. For avoidance of doubt, Customer Accounts may not be shared by multiple individuals, however, Customer may reassign Customer Accounts from time to time provided such reassignment does not subvert the limitation on the number of Customer Accounts. If Company determines that the use of any Customer Account is in breach of this Agreement, Company may require Customer to promptly rectify the inconsistent use, suspend the specific Customer Account, or take any other action Company deems appropriate including termination of this Agreement.

Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or

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commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**PROPRIETARY RIGHTS**

Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

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**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 workflows, work types, and data | $31,000.00 | $36,400.00 |

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

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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.

## Cloud Services (Phase 8)

If County elects to proceed with Phase 8, the following additional One-Time Cloud Services Fees and recurring Hosting Services Fees will be due and invoiced as follows:

| Cloud Services One-Time Fees | Qty. | Unit Price | Total |
|---|---|---|---|
| One-Time Setup Fee SuiteReq (price waived) | 1 | $0.00 | $0.00 |
| One-Time Setup Fee for MaaS Integration with 3rd Party Application | 1 | $1,380.00 | $1,380.00 |
| One-Time Setup Fee for Non-Production Maximo Instance | 2 | $920.00 | $1,840.00 |
| One-Time Setup Fee for Site-to-Site VPN Support | 1 | $1,380.00 | $1,380.00 |
| One-Time Setup Fee MaaS LDAP enabled Single Sign-On Support | 1 | $920.00 | $920.00 |
| One-Time Setup Fee Additional Training/Testing | 1 | $19,500.00 | $19,500.00 |
| MaaS One-Time Setup Fee | 1 | $23,374.90 | $23,374.90 |
| **Total Cloud Services One-Time Fees:** | | | **$48,394.90** |

| Hosting Services | Quantity | Unit Price per Annual Term | Total Price |
|---|---|---|---|
| MaaS SuiteReq Requester Annual Fee (price waived) | 1 | $0.00 | $0.00 |
| Free Year 1 Non-Production Maximo Environment (NPE) | 1 | $0.00 | $0.00 |
| SAML (Security Assertion Markup Language) Annual Fee | 1 | $0.00 | $0.00 |
| Priority 1 Recovery Group Disaster Recovery | 1 | $12,000.00 | $12,000.00 |
| MaaS Add-on Integration with 3rd Party Application - PAR Platform Annual Fee | 1 | $4,600.00 | $4,600.00 |
| MaaS Add-on Non-Production Maximo Instance | 2 | $6,900.00 | $13,800.00 |
| MaaS Site-to-Site VPN Support Annual Fee | 1 | $2,760.00 | $2,760.00 |
| MaaS LDAP enabled Single Sign-On Support Annual Fee | 1 | $1,380.00 | $1,380.00 |
| BYOL Maximo Core Express User | 198 | $143.52 | $28,416.96 |
| BYOL Health, Safety and Environment Manager Authorized User | 40 | $283.36 | $11,334.40 |
| BYOL Maximo Core Authorized User | 46 | $761.76 | $35,040.96 |

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| Hosting Services | Quantity | Unit Price per Annual Term | Total Price |
|---|---|---|---|
| BYOL Maximo Core Limited User | 67 | $381.80 | $25,580.60 |
| BYOL Maximo for Transportation Authorized User | 36 | $914.48 | $32,921.28 |
| **TOTAL HOSTING SERVICES** | | | **$167,834.20** |

**OTHER GOODS AND SERVICES**

**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 |
| Arora ATLAS for Work Management Licenses (Phase 1)* | Year 1 Up to 100 licenses ($540/license) | Upon Notice to Proceed for Conversion to Cloud SOW | $54,000.00 (for 100 licenses) |
| Arora ATLAS for Work Management licenses (Phase 2) | Year 1 Up to 158 licenses ($540/license) | Upon Purchase Order by County | $85,320.00 (for 158 licenses) |
| Arora ATLAS for Work Management licenses (Additional years after Year 1)** | Per license, per year | Upon Purchase Order by County | $540/license ** |

** The annual fee shall be prorated for the first year after Phase 2 to coincide with the then-current invoicing schedule. After the first year, the annual per license fees shall not increase by more than the lesser of CPI or 3% per year.
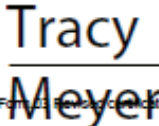
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## EXHIBIT C
## MINIMUM INSURANCE REQUIREMENTS

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 is not automatically approved | | Limits on Liability in Thousands of Dollars | |
| --- | --- | --- | --- |
| | | Each Occurrence | Aggregate |
| **GENERAL LIABILITY**<br>[x] Commercial General Liability<br>[x] Premises—Operations<br>[x] Explosion & Collapse Hazard<br>[x] Underground Hazard<br>[ ] Products/Completed Operations Hazard<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 | $ 2 mil |
| | Personal Injury | | |
| **AUTO LIABILITY**<br>[x] Comprehensive Form<br>[x] Owned<br>[x] Hired<br>[x] Non-owned<br>[x] Any Auto If applicable<br><br>** if no automobiles on airport property, leased or owned, no auto coverage is required | Bodily Injury (each person) | | |
| | Bodily Injury (each accident) | | |
| | Property Damage | | |
| | Bodily Injury and Property Damage Combined | $300 k landside<br><br>$ 5 mil airside | |
| **EXCESS LIABILITY**<br>[ ] Umbrella Form<br>[ ] Other than Umbrella Form | Bodily Injury and Property Damage Combined | $ | $ |
| **[ ] PROPERTY** | | | |
| **[x] PROFESSIONAL LIABILITY** | | $5 mil | $5 mil |
| **[ ] CYBER LIABILITY** | | | |
| **[x] WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)** | [x] STATUTORY Dollar values only: | **State exemption not accepted. | |
| | | (each accident) | 1 mil MIN |

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability Additional Insured: Broward County. Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.

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<br>2200 SW 45th Street, Suite #101,<br>Dania Beach, FL 33312<br>IS |

Tracy
Meyer

Digitally signed by Tracy Meyer
DN: dc=local, dc=fll-airport,
ou=FLLUSERS, cn=Tracy Meyer
Date Issue Date: 2020.04.03 08:14:32 -04'00'

InsuranceLimitsForm

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**Exhibit F – Service Level Agreement**

In connection with all Services provided to County under the Agreement, Provider shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement.  The standards set forth herein are intended to reflect the current industry best practices for the Application Service Provider ("ASP") hosting or Software as a Service ("SaaS") solution provided under this Agreement.  If and to the extent industry best practices evolve to impose higher standards than set forth herein, SLA shall be deemed to impose the new, higher standards upon Provider.  Provider shall promptly notify County in writing of any material change to its compliance with these standards. Any approval by County under this SLA may be approved in writing by the Contract Administrator or the Director of County's Division of Enterprise Technology Services ("ETS").

1. **Definitions**

   1.1. "Provider Platform" means to the ASP or SaaS solution that constitutes the Services to the County, or otherwise stores, hosts, or transmits County Data.  Provider shall maintain the same standards set forth herein for all of its data centers and facilities that store or host County data.

   1.2. "County Data" means the data and information provided by County or its agents under this Agreement and all results derived therefrom through the use of the Provider's services, whether or not electronically retained and regardless of the retention media.

   1.3. Any other capitalized terms not defined herein refer to those defined terms in the Agreement.

2. **Security**

   2.1. General

      2.1.1. Provider will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request, Provider shall restrict access to County data to a specific source static IP address.

      2.1.2. Provider shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County's data and the Provider Platform.

      2.1.3. Provider's procedures for the following must be documented and approved by County within 10 days of the Effective Date of the Agreement:

      2.1.3.1 Evaluating security alerts and vulnerabilities;

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2.1.3.2 Installing security patches and service packs;

2.1.3.3 Intrusion detection, incident response, and incident escalation/investigation;

2.1.3.4 Access and authorization procedures and resetting access controls (e.g., password policy);

2.1.3.5 Risk analysis and assessment procedures;

2.1.3.6 User access and termination procedures;

2.1.3.7 Security log review;

2.1.3.8 Physical facility access controls; and

2.1.3.9 Change control procedures.

2.1.4. Provider shall ensure that its service providers, subconsultants, and any third parties performing any Services relating to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Provider shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Provider Platform are discovered by either County or Provider, or if existing safeguards have ceased to function, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. Provider must mitigate critical or high risk vulnerabilities to the Provider Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch release. If Provider is unable to apply a patch to remedy the vulnerability, Provider must notify County of proposed mitigation steps to be taken and timeline for resolution.

2.2. **Controls**

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Provider shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for the Provider, as well as any third party that provide hosting, SaaS, or data storage services for the Provider Platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Provider. If the audit opinion in the SOC 2, Type II report is qualified in any way,

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Provider shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Provider shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this SLA, upon request by County, Provider shall provide documentation of such procedures and practices to County.

2.3. **Network Architecture/Security**

2.3.1. The Provider Platform shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent changes to the configuration diagram are subject to approval by County, which shall not be unreasonably withheld. Provider shall ensure that all database servers are protected behind a second set of internal firewalls.

2.3.1 Provider shall submit a network architecture diagram of County's stored and transmitted data, including the location of data center and details of connectivity from all third parties who have access to County's data.

2.3.2 Provider shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.3 Provider shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

2.3.4 Provider will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Provider Platform.

2.3.5 Provider's wireless networks connected to the Provider Platform shall be configured at a minimum using Wi-Fi Protected Access 2 (WPA2)-Enterprise, Advanced Encryption Standard (AES), and Protected Extensible Authentication Protocol (PEAP), current industry security standards (or whichever is higher) to secure and protect County data.

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2.4. **Physical Architecture/Security**

2.4.1. Provider shall ensure the facilities that house the network infrastructure for the Provider Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Provider Platform.

2.4.2. Provider shall connect its hosting site for the Provider Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

2.4.3. Provider shall ensure adequate background checks have been performed on any personnel having access to County data. To the extent permitted by such checks, Provider shall not knowingly allow convicted felons or other persons deemed by Provider to be a security risk to access County data.  Provider shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. **Disaster Recovery**

2.5.1. Provider shall maintain a disaster recovery plan for the Provider Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

2.5.2. Provider shall conduct a disaster recovery test of Provider's hosted or SaaS system that comprises the Provider Platform under this Agreement on at least an annual basis and shall notify County at least ten (10) days in advance of each such test.  In addition, Provider shall conduct a disaster recovery test specific to the County, including County's data and utilization of the Provider Platform and County's network and data, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

2.6. **Incident Response**

2.6.1. If any unauthorized party is successful in accessing any information technology component related to the Provider Platform, including but not limited to servers or fail-over servers where County's data or files exist or are housed, Provider shall report to County within twenty-four (24) hours of becoming aware of such breach. Provider shall provide County with a detailed incident report within five (5) days

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of the breach, including remedial measures instituted and any law enforcement involvement. Provider shall fully cooperate with County on incident response, forensics, and investigations that involve the Provider's infrastructure relating to any County data or County applications. Provider shall not release County data or copies of County data without the advance written consent of County.

2.6.2. Provider shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

## 2.7. **County Data**

2.7.1. Provider shall maintain controls that ensure separation of County Data. Provider agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (or whichever is higher) for social security numbers, taxpayer identification numbers, employer identification numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII") or as otherwise directed by County on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Provider shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Provider shall immediately notify County of any compromise of the encryption keys. Provider shall provide a copy of County's encryption key(s) at County's request. Provider shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

2.7.2. Any County Data must be available to County upon request within one (1) business day, in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed to by County and Provider. Transfer of the County Data in a secure transfer method may require additional time, not to exceed three (3) business days.

2.7.3. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Provider shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards

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and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days documenting that no County Data is retained by Provider in any format or media.

2.7.4. County Data is the property solely of County and may not be reproduced or used by Provider with the prior written consent of County. Provider and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.7.5. County shall have the right to use the Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.7.6. In the event of any impermissible disclosure, loss or destruction of County Data relating to any action or omission of Provider, Provider must immediately notify County, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

## 3. Compliance

3.1. Provider shall cooperate and provide any information requested by County relating to compliance and regulatory requirements. A request for information or review by County may include, but is not limited to, the following:

3.1.1. Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;

3.1.2. Automated scans and penetration ("Pen") tests performed by County personnel or agents designated by County;

3.1.3. Review of requested documents, including without limitation, Provider's architecture documents, external audits of Provider's information security policies and procedures, Pen- test documentation, security incident reports, environment logs, virtual private network ("VPN") access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System ("IDS") attack alerts and anomalies, enterprise password management activity, server and application logs, and monthly or periodic network traffic and firewall activity logs; and

3.1.4. Physical inspection of Provider's facilities by County or its representatives.

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3.2. Provider shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Provider shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Provider shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and, at the application level, the ability to track the activities performed by administrators, privileged users, or third party contractors while using the System.

3.5. Upon request by County, Provider shall promptly provide County with ability to obtain time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6. Upon County's request, Provider shall make available to the County proof of Provider's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Provider's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

## 4. Service Availability

4.1. **System Availability**

4.1.1. Provider guarantees that the Network Uptime (as defined herein) will be 99.99% of time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the System and Services are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the network is fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Provider or the Provider Platform), any inability on the part of County

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to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. System unavailability due to Provider's equipment failure constitutes Network Downtime.

4.1.2. Provider will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County's monthly or pro rata fee), measured on a calendar month basis and reported on at least a quarterly basis. Such refunds will be paid within ten (10) days of the applicable monthly report or, at County's option, may be credited against amounts due under any unpaid invoice or future invoice.

4.1.3. Normal availability of the System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Provider may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Provider may perform routine maintenance operations that do not require the System to be taken offline but may have immaterial effects on System performance and response time without any notice to County. Such degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

4.1.4. By the tenth day after the end of each quarter (or such shorter period as the Parties may agree), Provider shall provide to County a report detailing Provider's performance under this SLA for the prior quarterly period on a calendar month basis. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time – Minutes of Scheduled Maintenance) = %).

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4.1.5. Provider guarantees the functioning of all equipment components necessary for Provider to provide the Services, the Provider Platform, and meet System availability requirements stated in this SLA.

4.2. **Infrastructure Management**

4.2.1 During Prime Time, Provider shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Provider Platform. Provider shall maintain sufficient bandwidth to the Provider Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Provider recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

4.2.2 To the extent the Provider Platform provides or supports public access to users in Broward County or through the County's web pages, Provider's Services shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

Provider shall ensure that an unlimited number of transactions may be processed to County production database. Subject to County approval, Provider may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Provider determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

4.2.3 Provider will retain all database records regardless of number or size.

4.2.4 Provider shall routinely apply upgrades, new releases, and enhancements to the Provider Platform as they become available after prior, written approval by the County and shall ensure that these changes will not adversely affect the Provider Platform.

4.2.5 To the extent the Provider Platform includes an ad-hoc reporting tool or standard reports, Provider agrees to provide unlimited access to such functionality to County. Provider agrees to support an unlimited number of queries and reports against County's Data. County agrees that Provider may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

4.2.6 Provider shall conduct full, encrypted System backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted

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backups will be written to a backup device with sufficient capacity to handle the data. Provider shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of Provider's required Services under this Agreement. Upon County's request, Provider shall also provide restoration of individual file(s).

4.2.7　A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes upon two (2) business days' request, including without limitation, upon request for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Provider perform any or all of the following:

4.2.71. periodically refresh data from production;

4.2.7.2. perform an ad-hoc refresh of data from production;

4.2.7.3. not refresh data from production until further notice from County; or

4.2.7.4. refresh data on an ad hoc basis with training data supplied by County.

4.3. **Performance Monitoring and Hosting Capacity Increases**

4.3.1.　If requested by County, Provider shall provide standard reporting metrics of the Provider Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in System, database, operating system, and each server allocated in part or in full to System.

In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Provider will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days of written notice by County.

5. **Transition/Disentanglement**

5.1. Provider will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the "Transferee"), without

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causing any unnecessary interruption of, or adverse impact on, the Services ("Disentanglement"). Provider will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Provider shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by the County. Specifically, and without limiting the foregoing, Provider shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign or otherwise redeploy any of Provider's personnel during the Disentanglement period from performing Provider's obligations under this Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Provider exclusively in connection with the Services. Provider shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Provider shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County data is received intact or otherwise securely stored by County, Provider shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Provider may retain one copy of documentation to the extent required for Provider's archival purposes or warranty support; and

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5.1.7. To the extent requested by County, provide to County a list with current valuation based on net book value of any Provider-owned tangible assets used primarily by Provider in connection with the Services. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, any and all related warranties will transfer along with those assets.

## 6. Payment Card Industry (PCI) Compliance

If and to the extent the Provider Platform accepts, transmits, or stores any credit cardholder data County or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), the following provisions shall apply:

6.1. Provider shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS").

6.2. Prior to the Effective Date, after any significant change to the CDE, and annually Provider shall provide to County:

6.2.1. A copy of their Annual PCI DSS Attestation of Compliance ("AOC");

6.2.2. A written acknowledgement of responsibility for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the County, or to the extent that the service provider could impact the security of the county's cardholder data environment.

6.2.3. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service provider and which controls the service provider shares responsibility with the County.

6.3. Provider shall follow the VISA Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation.

6.4. If Provider subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Provider is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County.

6.5. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program ("CISP") or OWASP for secure coding and transmission of payment card data.

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6.6. Provider agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.

6.7. Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Provider's notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS complaint.

6.8. Provider shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8)

6.9. Provider shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9)

6.10.       Provider shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County's environment with access to any stored credit card data. (PCI 8.3)

6.11.       Provider shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5)

6.12.       All inbound and outbound connections to County's CDE must use Transport Layer   Security (TLS) 1.2 or current industry equivalent (whichever is higher).

7. **Managed Services/Professional Services (IT)/Third-Party Vendors**

7.1. Provider shall immediately notify County of any terminations or separations of Provider's employees who performed Services to County under the Agreement or who had access to the County's Data and must ensure such employees' access to County Data and network is promptly disabled.

7.2. Provider shall ensure all Provider's employees with access to County environment have signed County's Information Resources User Acknowledgement form prior to accessing County network environment.

7.3. Provider shall provide privacy and information security training to its employees with access to the County environment upon hire and at least annually. (PCI 12.6.1)

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8. **Software Installed in County Environment**

   8.1. Provider shall advise County of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) required to be installed and all versions supported. Provider shall support updates for critical vulnerabilities discovered in applicable third-party software.

   8.2. Provider shall ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the software-development life cycle.

   8.3. Provider shall ensure the Software provides for role-based access controls.

   8.4. Provider shall support electronic delivery of digitally signed upgrades from Provider or supplier website.

   8.5. Provider shall enable auditing by default in software for any privileged access or changes.

   8.6. Provider shall regularly provide County with end-of-life-schedules for all applicable Software.

9. **Equipment Leased or Purchased from Provider**

   9.1. Provider shall ensure that physical security features are included in the Equipment acquired under this Agreement to prevent tampering. Provider shall ensure security measures are followed during the manufacture of the Equipment provided under this Agreement. Any Equipment provided under this Agreement shall not contain any embedded remote control features unless approved in writing by County's Contract Administrator.

   9.2. Provider shall disclose any default accounts or backdoors which exist for access to County's network.

   9.3. Provider shall regularly provide County with end-of-life-schedules for all applicable Equipment.

   9.4. Provider shall support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Provider or supplier website.

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**Exhibit G**
**Minimum Security Requirements**

<u>Definitions</u>.
As used in this Exhibit E:

"Contractor" means EDI.

"County Confidential Information" means any County Data that includes employee information, financial information, or 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 or applicable regulatory body).

"County Data" means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

"Equipment" means the hardware being provided by Contractor under the Agreement, if any.

"Software" means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

<u>Security and Access</u>. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:
   (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
   (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;
   (c) provide privacy and information security training to its employees with access to County's network upon hire and at least once annually; and
   (d) notify County of any terminations or separations of Contractor's employees who had access to County's network.

In addition, for any remote access to County's network, Contractor must:
   (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

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(b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;

(c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;

(d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;

(e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

(f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor 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.

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to

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Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor that provides the applicable services comprising the system, inclusive of the following Trust Service Principles (Security and Availability), upon audit completion to be completed and provided no later than January 1, 2021, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:
  (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
  (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
  (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
  (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
  (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

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(f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;

(g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

(h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

<u>Equipment Leased or Purchased from Contractor</u>. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

(a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

(b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;

(c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;

(d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

(e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

(f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

(g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and

(i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

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**EXHIBIT H**
**SUPPORT AND MAINTENANCE**

Provider shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Licensed Technology consistent with the applicable Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Licensed Technology (collectively, "Events") in keeping with the Required Response Times stated below;

- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor's other clients;

- Notifying County of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.

- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Licensed Technology;

- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Licensed Technology;

- Use of ongoing best efforts to maintain the optimal functioning of the Products and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Licensed Technology;

- Routine notification to County as it becomes available of new or updated information pertaining to the Licensed Technology or the Documentation.

Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Provider shall provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Provider agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Provider shall address and resolve the Event consistent with the following priority, response and resolution levels:

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| Priority Description | Definition | Response Time After Notice | Resolution Time after Notice |
|---|---|---|---|
| Critical | Event that renders Licensed Technology and/or interfaces inoperable or allows unauthorized access. | 1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours | Work until corrected |
| Severe | Event that results in a significant impairment of performance of Licensed Technology or impairs essential operations or allows unauthorized access. | 1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours | Work until corrected during normal business hours |
| Minor | Event that has minor impact to County's business and that does not impact normal operation of the Licensed Technology. | 2 hours during normal business hours; or next business day if outside of normal business hours | Future patch or release |
| Minimal | Event that has minimal impact or no impact on County's business. | 2 hours during normal business hours; or next business day if outside of normal business hours | Future release |

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Records and Reports.  Provider will maintain records of all Support and Maintenance requested and/or provided, and provide County with online access to an Event ticketing system, which shall include at least the following:
   a)  Date, time, and name of contact for each Event;
   b)  Date and time of response by Provider;
   c)  Description of Event and analysis of error, defect, or other issue causing Event;
   d)  All steps and actions taken to resolve the Event;
   e)  Date and time of resolution and County representative notified of resolution; and
   f)  All equipment and/or labor costs associated with resolution.
At the request of County, Provider shall provide monthly reports of the foregoing records as well as statistics of Provider's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times.  If Provider fails to meet the Required Response Times, County may offset against any sums due Provider by One Hundred Eighty Dollars ($180) for each Event that Provider failed to meet the Required Response Time, which amount the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

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DownTime Maintenance Credit. County will be entitled to downtime maintenance credits in accordance with Section 4.1.2 of Exhibit F (Service Level Agreement) for any failure to comply with the Network Uptime Guarantee stated in Section 4.1.1 of Exhibit F.  This credit shall be in addition to any other remedy that is available in the event of a breach of the Agreement.

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