SAN BERNARDINO COUNTY

Contract Number
_____

SAP Number
4400014888
_____

Assessor-Recorder-County Clerk

Department Contract Representative	Holly Effiom
Telephone Number	909-386-8691
Consultant	Array Information Technology, Inc.
Consultant Representative	Sumeet Shrivastava, CEO
Telephone Number	703-405-8502
Contract Term	September 15, 2020 through June 30, 2025
Original Contract Amount	$22,925,105.96
Amendment Amount	N/A
Total Contract Amount	$22,925,105.96
Cost Center	3119992756

IT IS HEREBY AGREED AS FOLLOWS*:*

WHEREAS, the County of San Bernardino (County) desires systems integration services for the modernization of its parcel management system, called Property Information Management System (PIMS), with an information systems solution that transforms and refactors the existing application from the legacy IBM Common Business Oriented Language (COBOL) and Visual Basic 6 (VB6/VB.NET) Windows Desktop Client/Server environment to a secure and robust Azure Cloud Platform as a Service (PaaS) C#.NET Core environment, which will also facilitate its enhancement with improved features and functionality; and

WHEREAS, the County conducted a competitive process to find a consultant to provide these services, and

WHEREAS, the County finds Array Information Technology, Inc. (Consultant) qualified to provide systems integration services; and

WHEREAS, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Consultant mutually agree to the following terms and conditions:

A. RECITALS
The recitals set forth above are true and correct and incorporated herein by this reference.

B. DEFINITIONS
B.1 <u>Board:</u> The San Bernardino County Board of Supervisors.

B.2 <u>Consultant</u>: The individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

B.3 <u>Contract</u>: The formal agreement between the County and the Consultant resulting from the acceptance of the successful proposal to provide goods and or services in response to a RFP.

B.4 <u>Firm-Fixed-Price (FFP)</u>: Firm-fixed fully loaded price is inclusive of direct wage, fringe benefits, all overheads, general and administrative (G&A) costs, profit and fee, and all travel and per diem costs for the Consultant's employees to perform the required services at the designated place of performance.

B.5 <u>Firm-Fixed-Rate</u>: Is the firm-fixed hourly price rate, inclusive of direct wage, fringe benefits, all overheads, general and administrative (G&A) costs, profit and fee, and all travel and per diem costs for the Consultant's employees to perform the required services at the designated place of performance.

B.6 <u>Property Information Management System (PIMS)</u>: The existing County of San Bernardino developed parcel management application used by the department.

B.7 <u>Purchasing Agent</u>: The Director of the County Purchasing Department.

B.8 <u>Services</u>: The statement of service outlined in the Contract.

B.9 <u>Subcontractor</u>: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of the Consultant.

C. CONSULTANT RESPONSIBILITIES

Consultant shall:

C.1 Perform the work of Systems Integrator as described in Exhibit A;

C.2 Provide the work in a professional manner and in accordance with the project milestone schedule as described in Exhibit B.

C.3 Provide technical support as outlined in Exhibit B.

D. COUNTY RESPONSIBILITIES

County shall:

D.1 Provide Consultant necessary access to ARC's Information Technology environment and PIMS source code.

D.2 Provide an onsite work area for at least 1 Consultant representative.

D.3 Provide a completed and approved Work Order Request form (Exhibit C) prior to commencement of each enhancement.

D.4 Provide a project tracking and notification tool (BMC Track-It), access, and training to Consultant.

D.5 Provide Operations and Tier 1 and 2 support.

D.6 Contact Consultant for Tier 3 support needs.

D.7 Compensate Consultant in accordance with the terms of this Contract.

E. TERM OF CONTRACT

This Contract is effective as of September 15, 2020 and expires June 30, 2025 but may be terminated earlier in accordance with the provisions of this Contract.

F. FISCAL PROVISIONS

F.1 The maximum amount of reimbursement/payment under this Contract shall not exceed $22,925,106, and shall be subject to availability of funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 Consultant's Milestone Payment Schedule (Exhibit B) sets out the Consultant's estimate of the cost (including wages) of completing the Statement of Work.

Applicable Services	Amount	Fiscal Year
System Integration Services- Items 1, 2, and 3	$8,964,422.10	FY20-21
System Integration Services, Enhancements, and Support- Items 1, 2, 3, 4, 5, and Tier 3 Support	$8,636,859.56	FY21-22
Enhancements and Support- Tier 3 Support and Items 6-13	$4,404,416.64	FY22-23
Enhancements and Support- Tier 3 Support	$654,215.66	FY23-24
Support- Tier 3 Support	$265,192.00	FY24-25
Total	**$22,925,105.96**	

The Cost Proposal was used to determine the reasonableness of the cost of Consultant's proposal and is further used to define progress payments to Consultant and in making payment to Consultant in the event of the termination of the Contract prior to the completion of all items of work. Consultant is not entitled to any additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in its Cost Proposal, including excess costs related to delays in completion of the Project. Payment shall be made on a percent of task completed to the County's satisfaction pursuant to Exhibit B.

F.3 Consultant shall provide County itemized invoices, in agreement with the payment schedule, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.

F.4 Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.5 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.6 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

F.7 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a

contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.8 Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

F.9 Agile Acceptance and Payment

Within 60 days in advance to delivery, County and Array will review the milestone payment schedule and collaborate on the County's acceptance method and timing for acceptance of each forecasted milestone.

Invoices shall be submitted in accordance with the Payment Schedule (Exhibit B) and terms of this contract (Section F) and shall include, either:

- Blue prints, platforms, reports, metrics, documentation, etc., and the County acknowledgement of receipt of said items,
- Sprint presentations and County approval (The County shall notify Array of any item that does not function within 3 days and the item is returned to the product backlog for further work), or
- Application acceptance testing approval by the County and shall include County developed and verified tests that will be based on documented user-defined modPIMS requirements using the acceptance criteria agreed to by the County and ARRAY as stated above.

    1. Simple pass/fail test;
    2. Specific end result test;
    3. And, functional and non-functional criteria test.

In the event of a non-delivery, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

 i. Provide consultant thereafter a time period within which to cure the delivery and acceptance deficiencies, which period shall be reasonable to cure breach established at the sole discretion of County; and/or
 ii. Discontinue reimbursement to Consultant for and during the period in which Consultant is in non-delivery and acceptance, which reimbursement shall be entitled to later recovery upon delivery and acceptance; and/or
 iii. Withhold funds pending duration of the non-delivery and acceptance; and/or
 iv. Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to non-delivery and acceptance.

Payment for services is due Net 60 from date from presentation of the invoice with the approvals noted in this section.

G. GENERAL CONTRACT REQUIREMENTS
G.1 Duration of Terms
This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

G.2 Primary Point of Contact
Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

G.3 Change of Address
Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

G.4 County Representative

The Assessor or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

G.5 Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

G.6 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

G.7 Notices

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Assessor-Recorder-County Clerk (ARC)   *Array Information Technology, Inc.*
222 West Hospitality Lane, 4th Floor   *7474 Greenway Center Drive, Suite 600*
San Bernardino, California 92415   *Greenbelt, Maryland 20770*

Notice shall be deemed communicated four (4) County working days from the time of mailing if mailed as provided in this paragraph.

G.8 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

G.9 Successors and Assigns

G.9.1 This Contract shall be binding upon County and Consultant and their respective successors and assigns.

G.9.2 Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

G.9.3 Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

G.10 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

G.11 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

G.12 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

G.13 Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

G.14 Compliance with County Policy

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

G.15 Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

G.16 Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

G.17 Debarment and Suspension

Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

G.18 Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

G.6.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

G.6.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

G.6.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County to not be in compliance with above.

G.19 Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

G.20 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

G.21 Improper Influence

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

G.22 Improper Consideration

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

G.23 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

G.24 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

G.25 Licenses, Permits and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

G.26 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

G.27 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

G.28 Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

G.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D–Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

G.30 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

G.18.1 Such governmental body does not have and will not have in force any other contract for like purchases.

G.18.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. The County will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

G.31 Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

G.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

G.33 Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom

Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Exhibit D) that the Assessor has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

G.34 Release of Information
No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

G.35 Strict Performance
Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

G.36 Subcontracting
Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

G.23.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

G.23.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

G.23.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

G.37 Subpoena
In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

G.38 Termination for Convenience
The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice

directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

G.39 Time of the Essence
Time is of the essence in performance of this Contract and of each of its provisions.

G.40 Copyright
County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

G.41 Artwork, Proofs and Negatives
All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

G.42 Errors, Omissions and/or Conflicts
Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages.

G.43 Use of Resources Outside of the Continental United States (CONUS)
Consultant may not use personnel and resources outside of the Continental United States (CONUS), including third-party vendors and sub-processors for the delivery of the Support Services. Further, Consultant may not transfer Data/Content, including personally identifiable information, across country borders. Consultant is responsible for the obligations under the Agreement even if Consultant uses a third-party vendor or sub-processors. Unless otherwise stated in the Statement of Work and approved in advance by the County Chief Information Security Officer (CISO), the physical location of Service Provider's data center where County Data is stored shall be within the CONUS, and County Data shall not be transmitted, processed or stored outside of the CONUS. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO.

G.44 Former County Administrative Officials
Consultant agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

G.45 Disclosure of Criminal and Civil Procedures
County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the

right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

G.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Consultants are cautioned that making a false certification may subject the Consultant to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

G.47 Regulatory Agencies

Except for emergencies, or except for situations where contact is required by law or relevant professional cannons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without [Department's] prior approval.

G.48 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at http://wp.sbcounty.gov/workforce/career-pathways/.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

H.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

Consultant will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Consultant promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Consultant of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Consultant sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Consultant may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Consultant fails to or elects not to defend County against any claim for which County is entitled to indemnity by Consultant, then Consultant shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Consultant. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Consultant's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Consultant's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Consultant may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Consultant, County shall cease use of the goods or services upon written notice from Consultant, and Consultant shall provide County with a pro-rata refund of the unearned fees paid by County to Consultant for such goods or services.

H.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

H.3 Waiver of Subrogation Rights

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant's

employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

H.4 Policies Primary and Non-Contributory
All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

H.5 Severability of Interests
Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy.

H.6 Proof of Coverage
Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H.7 Acceptability of Insurance Carrier
Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

H.8 Deductibles and Self-Insured Retention
Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

H.9 Failure to Procure Coverage
In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

H.10 Insurance Review
Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

H.11 Insurance Specifications

Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.11.1   Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

H.11.2   Commercial/General Liability Insurance –Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

      a.   Premises operations and mobile equipment.
      b.   Products and completed operations.
      c.   Broad form property damage (including completed operations).
      d.   Explosion, collapse and underground hazards.
      e.   Personal injury.
      f.   Contractual liability.
      g. $2,000,000 general aggregate limit.

H.11.3   Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

H.11.4   Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H.11.5   Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

H.11.6 Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

I. RIGHT TO MONITOR AND AUDIT

I.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

I.2 Records
All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

J.2.1 Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

J.2.2 Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery; and/or

J.2.3 Withhold funds pending duration of the breach; and/or

J.2.4 Offset against any monies billed by Consultant but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or

J.2.5 Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.

J.3 Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statue or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

K. ENTIRE AGREEMENT

This Contract, including the original Request for Proposal ARC120-ASSR-3684 and Consultant's proposal response, and Exhibits attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. If any conflict exists between these documents, the terms of this Contract and any attachments hereto shall take precedence. Any prior

agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

ARRAY INFORMATION TECHNOLOGY, INC.

(Print or type name of corporation, company, contractor, etc.)

► _____

Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature – sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

_____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
Kristina M. Robb, Deputy County Counsel		Bob Dutton, Assessor-Recorder-County Clerk
Date _____	Date _____	Date _____

STATEMENT OF WORK

Business User's Requirements: Features and Functionalities

The following items are the features and functionalities for which the business user desires solutions at the end of the AIMS Modernization effort, and in accordance with the Request for Proposal No. ARC120-ASSR-3684 Property Information Management System (PIMS) Modernization, EXHIBIT I.

The business user desires that Items 1 through 3 be addressed in the initial 12-18 months of the effort.

NOTE: Item# 1 is the "modPIMS" module, which includes the replacement of the existing primary information system, which includes PIMS, the integrated FileNet platform, and associated custom Transfer Workflow application.

1. Replatform* and Refactor, i.e., modPIMS. Move the Assessor's Office existing information management system to a supportable IT platform that uses, current, industry standard programming languages and provides features that facilitate both system support and development.
   - COBOL Code Transformation (Back End).
   - Database Conversion.
   - VB6 Code Transformation (User Interface).
   - Image repository Migration (i.e., FileNet/Workflow like-for-like replacement).
   - Refactor Code- Consolidate, optimize and eliminate obsolete, duplicate, bad code, etc.
   - Refactor Integration- Integrate FE and BE code, reintegrate transformed code with new infrastructure and systems.
   - Ancillary systems/processes that will need to be available immediately in the replatformed environment:
     - Batch processing
     - Scheduler
     - System generated reports
     - Current Workflow solution
     - HCD (biweekly)
     - DMV (monthly)
     - Address Change Cards
     - Workforce Management solution (queues)
     - Forms and Letters
     - Batch Printing

   *Note: Expectations for the RePlatform should be like for like – what exists today will perform in a like manner in the target code and environment. Enhancements to workflow, workforce management, user interface will start during the rearchitect phase.

2. Appraisal/Mass Appraisal solution. Implement an efficient information systems solution to perform Appraisals and Mass Appraisals on Commercial, Industrial, Land, and Residential properties. The business user requires:
   - A computer aided mass appraisal (CAMA) solution for Commercial, Industrial, Land, and Residential properties that automates Prop 8, mass appraisals, and trending analyses. To include:
     - The ability to value any and all processes; and
     - The ability to store historical appraisal workups, that allows for later review as well as notations.
   - An information system solution that standardizes daily appraisal processes for various types of appraisals, including possessory interests and hotels/motels (currently, being performed outside of the existing information system, in ExcelTools). To include:
     - Appraisal types currently being perform in ExcelTools, such as:
       1) Calculations of an adjusted (theoretical) value to post the proper refund for Damaged Property involving other supplemental events;
       2) Calculations of New Construction when a portion of the value was under Construction in Progress (CIP) and transferred in unfinished state;
       3) Manufactured Homes Valuations. Calculation of certain differences in costs from year to year from the valuation data provided annually by the BOE in an Excel table;

4) Calculations of Prop 13 values under varying scenarios, such as parcel splits/combos and original Prop 60/90 values, and Prop 8 considerations;
5) Calculations of partial interest values and displaying proposed event value, Prop 13 value, and Roll Being Prepared (RBP) value prior to update;
6) Processing low value new construction
- o Automation of the import of data into the information system solution (subpoint 1, 3, above).
- o Dynamic interaction between comparable sales database and the information system solution. Currently, the existing solution allows for the entry of sales data for consideration in analyses while differentiating the entered sales data from that already in the system.
- o Improvement in processing Damaged Property assessments during interim and regular periods;
- o Improvement in processing Damaged Property corrections;
- o The ability to select comparable sales and allow for alerts for out of range comps, or size adjustments, notations, ratings of comparability (such as, Bad Sale, REO sale, did not enroll sale price code);
- o The ability to perform cap rate searches.
- o A code system (such as, first a letter, then number) indicating condition and whether or not and how it was verified.
- o The ability to select a code view or literal view; to turn off or on views (such as golf, barn, special improvement, and grid views) and includes an auto adjustment schedule.
- o An interface with the APEX drawing data or system.

3. Workflow enhancement and expansion. Implement an information systems solution that automates business processes and communications for all work units.

   Create workflows in addition to those in the existing solution to include, but not limited to, the following use cases and/or features:
   - Various workflows that provide information at a glance regarding:
     - o The status of the work;
     - o To whom work is assigned;
     - o Which units are working on the parcel;
     - o The re-assignment and routing of work for every work unit.
   - Appeals workflow and stipulations approval process.
   - Building Permit workflow.
   - Add "supervisor review" to all applicable workflow processes, including Corrections.
   - Bankruptcy workflow, including notifications sent outside the system (e.g., from Recorder to ATC) in the process flow.
   - Landlord Letters workflow that performs routing, review, and work upon imaging.
   - BPS workflow that performs routing, review, and work upon imaging.
   - A BPS Review workflow for efiles or BPS with inconsistent data such as, Owner Name, Mailing Address, Situs, etc.
   - "Hold" workflow, to include a timed escalation process.
   - High Value Correction approval process.
   - Other Correction criteria approval process.
   - HOX Change of Ownership process.
   - Correspondence workflow process.
   - Forms workflow process.
   - Applications process.
   - Automated Audit trigger process.
   - Zoning Change of C&I, route to Appraiser for review and approval, etc.

4. Database Enhancement. Expand the ability for the existing information system to capture and store data from Third-Party resources, as well as commercial data such as rents, leases, subject income, and expenses, and notes, in general.
   - Create a table for the Appeals data
   - Create a table for the Building Permit data
   - Expand applicable data tables related to real property and business property appraisals to allow global notes fields that are query-able and:
     - o Record-specific;

- o Appraisal-specific;
- o Appeals specific;
- o Building Permit specific;
- o Sales-specific;
- o Inspection-specific, etc.
- Expand Property Characteristics table to include all BOE required Building Record fields.
- Expand applicable data tables related to Exemptions that allow entry of the initial claim date, among other possible fields.
- Enlarge the size of the Company Contact field in the NPTCPNY1 table.
- Expand applicable data tables related to multifamily units and commercial units that allow data entry for:

Multifamily
- o Costar
- o Subject Rents and information
- o Size
- o Unit variations for rents, etc.

Commercial
- o Rents
- o Subject income Expenses
- o Date of lease and information
- o Additional leases fields, rent, etc.

- o Bill Boards
- o Commercial Airlines
- o Amended BPS Return Dates
- o Cap rate data, etc.

5. User Interface enhancement. Implement an improved user-friendly and intuitive user interface that adds features, functionalities and built-in utilities that increase user productivity and ease user adoption.
- Single-sign-on to all systems and functionalities.
- Create an Appeals processing interface.
- Create a Building Permits processing interface.
- Customizable "Workspace" or "Work Queue"
  - o Queue that contains the to-date list of open work assigned to the Business user.
  - o Prop 13 value field/column included in the to-date list.
  - o A dashboard displaying relevant queue analytics.
  - o A dashboard item that displays comments/notes related to specific queue items or reassigned work for review from a supervisor.
- The ability to view more than one image at a time.
- Effective use of permissions-based tabs and links in the display:
  - o Real Property Appraisal;
  - o Business Property Appraisal;
  - o Business Property Audit;
  - o Business Property Statements;
  - o High Value Corrections;
  - o Prop 60/90 Communications;
  - o Supervisor Review; etc.
- Effective use of color-coding to notice aging or urgent activities, to notice parcels under Appeal, distinguish between work units or activities, etc.
- Ability to navigate through program via keyboard or mouse, e.g., allow the "Enter" key to initiate a search (in addition to selecting the "Search" button with a mouse).
- Business Property-specific improvements:
  - o Values uploaded from SDR/eSDR must correctly carry over to the applicable schedules;
  - o Track amended e-filing submittals;
  - o List view of applicable e-filings, including amended status information without having to open the specific efile document.
  - o List view display to show reported costs, assessor changes to cost, and the enrolled costs.

6. Enhanced Reporting solutions. Provide a user-friendly and intuitive reporting solution that not only allows user self-service features within a specific function, but also accommodates the generation of standard and ad hoc reports on demand, and includes:
- Business Intelligence and analytics tools for auditing, tracking, and production analysis, including dashboards for productivity that allow drill-down capabilities, and sales trends in specific areas, etc.

- Standardized documentation (forms and reports), eliminating the use of ExcelTools for reporting purposes and correspondences, and bar-coding of all official correspondences.
- Automation of the correspondence process for all units (such as, 441D, Landlord letters, and Audit Package report).
- Reports developed in SSRS, include a system generated BOE compliant Building Record with the APEX drawing.
- ARC-IT generation of reports printed from the existing information system solution.
- A feature that allows user development of custom reports (simple to moderately complex queries).
- A feature that allows external users limited standard and ad hoc query capabilities on Assessor data within an intranet environment.

7. Personal Property Appraisal and Audit solution. Implement an efficient information systems solution to perform Business Personal Property Appraisals and Audits and automate the processing of business property statements. AIMS solution must include:
   - Enhancement of the BPS Audit Program, including the ability to manage production, track audit accounts, and manage the audit list – providing a way to extract the highest pool audits per R&T 469 (currently the process and data, manipulated in Excel, are inconsistent and time consuming, requiring multiple reports);
   - The ability to perform leased equipment valuations and automates the calculation of leased equipment and X-account appraisals (currently, leased equipment and X-accounts are processed manually and in ExcelTools);
   - Automate the import of BPS factors data from California Assessors Association (Item# 12);
   - A "Tenant Improvement" component that allows for real and business property collaboration.
   - SDR/eSDR improvements:
     - Automate the import of efiles;
     - Automate export of costs and value recap to SDR/eSDR;
   - Dynamic interaction between company database and the information system solution, allowing immediate system update of changes or additions of a "point-in-time" event.
   - Requirement of reasons and notation for cost changes.
   - Enhancement of appraisal edit functions despite BPS creation via automatic rollover.

8. Appeals information capture. Provide a solution that captures appeals data and automates the import into the database.
   - Database expansion (Item# 2) to accommodate specific data.
   - User interface improvement (Item# 3) for data entry form.
   - Workflow expansion (Item# 4) for improvement of business processing.
   - Content management solution to manage documentation (Item# 9).

9. Building Permit information capture. Provide a solution that captures building permit data and automates the import into the database.
   - Database expansion (Item# 2) to accommodate specific data.
   - User interface improvement (Item# 3) for data entry form.
   - Workflow expansion (Item# 4) for improvement of business processing.
   - Content management solution to manage documentation (Item# 9).

10. Content Management solution (see Image Repository Migration, Item#1). Implement a solution that integrates an Imaging system that captures, stores, retrieves and displays incoming paper (in color as a default) and electronic documents, and allows for automated data extraction, movement of the images between folders and shared folders, systems, and supports annotations. This solution must:
   - Integrate with the existing information systems solution, as well as other third-party solutions, as the central image repository;
   - Automate image capture and storage for the following document types, in addition to existing stored documents:
     - Appeals,
     - Building Permits,
     - High Value Corrections,
     - Correspondences, including Landlord Letters,
     - Applications and forms,

- o Business Property Statements,
- o Photographs, etc.
- Include the Optical Character Recognition (OCR) feature.

11. Implement current GIS technologies into Assessor processes.
    - Implement public information portal solution to replace existing PIMS Internet, and possibly Intranet.
    - Ability to create and save searches in GIS view, Google view with street view, and Google Earth, allowing for extended time lapse views.
    - Ability to view appraisal relevant layers related to a selected subject property on a map within the appraisal function, such as,
        - o Comparable sales
        - o Parcel Map Boundaries
        - o APN
        - o Legal
        - o Flood Zones
        - o Earthquake Zones
        - o Water Service Providers Boundaries
        - o Sewer Services
        - o ZONING overlays, County and Cities (critical for split-roll)
        - o Dynamic layer linked to the most recent parcel information sales info, photos,
        - o Sketch or digital building record with permit info, even images, etc.
        - o Footprint layer comparing one year to the next.

12. Automation of external information import and extract processes. Provide a solution that automates the importation and extraction of data and images, such as:
    - Recorded documents,
    - eForms,
    - SDR/eSDR,
    - Appeals,
    - Building Permits,
    - Tax Collector Change of Address information,
    - Business Property Statements, etc.

13. Mobile solutions. Provide a solution that optimizes the use of existing mobile technologies and provides:
    - Mobile mapping features, including route information; pinpoints parcel locations.
    - Record updates, including download/upload of work from mobile equipment, etc.
    - Mobile friendly features, such as:
        - o Drop-down lists for characteristics,
        - o Links to Apex/Photometric software,
        - o Ability to fill out and print electronic building records, and
        - o Perform low value valuations (similar to ExcelTools) and create value estimates.

EXHIBIT B
ARRAY FIRM-FIXED-PRICE PROPOSAL

ITEM#	DESCRIPTION OF SERVICES	Unit of Measure	Firm Fixed Price (FFP)	Tier 3 36 month cost
1	Initial Replatform and Refactor, per EXHIBIT I-A.1	Job	$13,474,290	$1,281,374
2	Appraisal/Mass Appraisal Solution, per EXHIBIT I-A.2	Job	$1,285,440	
3	Workflow enhancement and expansion, per EXHIBIT I-A.3	Job	$447,973	

ITEM#	DESCRIPTION OF SERVICES	Unit of Measure	Firm Fixed Price (FFP)	
4	Database Enhancement, per EXHIBIT I-A.4	Job	$237,837	
5	User Interface enhancement, per EXHIBIT I-A.5	Job	$2,566,505	
6	Enhanced Reporting solutions, per EXHIBIT I-A.6	Job	$226,286	
7	Personal Property Appraisal and Audit solution, per EXHIBIT I-A.7	Job	$841,323	
8	Appeals information capture, per EXHIBIT I-A.8	Job	$0	
9	Building Permit Information capture, per EXHIBIT I-A.9	Job	$0	
10	Content Management solution, per EXHIBIT I-A.10	Job	$638,613	
11	Implement current GIS technologies into Assessor processes, per EXHIBIT I-A.11	Job	$638,558	
12	Automation of external information import and extract processes, per EXHIBIT I-A.12	Job	$638,613	
13	Mobile solutions, per EXHIBIT I-A.13	Job	$648,294	

Enhancement Totals

Enhancement s Items 4 -13	$6,436,029

Fixed Price Item 1-3	$15,207,703
Enhancements 4-13 (18 months)	$6,436,029
Tier 3 - 36 months	$1,281,374
Total Cost	$22,925,106

ARRAY FIRM-FIXED-PRICE PROPOSAL

Payment Schedule	Monthly Payment	Invoice Date	Per Fiscal Year (Assuming 9/2020 start through June 30, 2025)
Month 1	899,704.97	Month 1, Day 1 - Sept 20	
Month 2	770,301.56	Month 2, Day 1 - Oct 20	
Month 3	650,842.28	Month 3, Day 1 - Nov 20	
Month 4	1,187,499.59	Month 4, Day 1 - Dec 20	
Month 5	930,630.31	Month 5, Day 1 - Jan 20	
Month 6	877,455.87	Month 6, Day 1 - Feb 21	
Month 7	981,811.33	Month 7, Day 1 - Mar 21	
Month 8	962,874.44	Month 8, Day 1 - Apr 21	
Month 9	868,695.05	Month 9, Day 1 - May 21	
Month 10	834,606.70	Month 10, Day 1 - Jun 21	8,964,422.10
Month 11	841,195.09	Month 11, Day 1 - Jul 21	
Month 12	696,251.33	Month 12, Day 1 - Aug 21	
Month 13	730,392.33	Month 13, Day 1 - Sept 21	
Month 14	788,520.33	Month 14, Day 1 - Oct 21	
Month 15	788,520.33	Month 15, Day 1 - Nov 21	
Month 16	994,213.33	Month 16, Day 1 - Dec 21	
Month 17	1,010,565.33	Month 17, Day 1 - Jan 21	
Month 18	1,010,565.33	Month 18, Day 1 - Feb 22	
Month 19	444,159.04	Month 19, Day 1 - Mar 22	
Month 20	444,159.04	Month 20, Day 1 - Apr 22	
Month 21	444,159.04	Month 21, Day 1 - May 22	
Month 22	444,159.04	Month 22, Day 1 - Jun 22	8,636,859.56
Month 23	444,159.04	Month 23, Day 1 - Jul 22	
Month 24	444,159.04	Month 24, Day 1 - Aug 22	
Month 25	444,159.04	Month 25, Day 1 - Sept 22	
Month 26	444,159.04	Month 26, Day 1 - Oct 22	
Month 27	444,159.04	Month 27, Day 1 - Nov 22	
Month 28	444,159.04	Month 28, Day 1 - Dec 22	
Month 29	444,159.04	Month 29, Day 1 - Jan 22	
Month 30	444,159.04	Month 30, Day 1 - Feb 23	
Month 31	367,055.83	Month 31, Day 1 - Mar 23	
Month 32	161,362.83	Month 32, Day 1 - Apr 23	
Month 33	161,362.83	Month 33, Day 1 - May 23	
Month 34	161,362.83	Month 34, Day 1 - Jun 23	4,404,416.64
Month 35	161,362.83	Month 35, Day 1 - Jul 23	
Month 36	161,362.83	Month 36, Day 1 - Aug 23	
Month 37	33,149.00	Month 37, Day 1 - Sept 23	
Month 38	33,149.00	Month 38, Day 1 - Oct 23	
Month 39	33,149.00	Month 39, Day 1 - Nov 23	
Month 40	33,149.00	Month 40, Day 1 - Dec 23	
Month 41	33,149.00	Month 41, Day 1 - Jan 23	
Month 42	33,149.00	Month 42, Day 1 - Feb 24	
Month 43	33,149.00	Month 43, Day 1 - Mar 24	
Month 44	33,149.00	Month 44, Day 1 - Apr 24	
Month 45	33,149.00	Month 45, Day 1 - May 24	
Month 46	33,149.00	Month 46, Day 1 - Jun 24	654,215.66
Month 47	33,149.00	Month 47, Day 1 - Jul 24	
Month 48	33,149.00	Month 48, Day 1 - Aug 24	
Month 49	33,149.00	Month 49, Day 1 - Sept 24	
Month 50	33,149.00	Month 50, Day 1 - Oct 24	
Month 51	33,149.00	Month 51, Day 1 - Nov 24	
Month 52	33,149.00	Month 52, Day 1 - Dec 24	
Month 53	33,149.00	Month 53, Day 1 - Jan 24	
Month 54	33,149.00	Month 54, Day 1 - Feb 25	265,192.00
Total	**$ 22,925,105.96**		**$ 22,925,105.96**

ARRAY FIRM-FIXED-PRICE PROPOSAL
Technical Milestone Descriptions

Purpose

The purpose of this document is to provide additional information and explanation of the row headers in the Technical Milestone Schedule.

Definitions

Epic – A high-level view of a large body of work or complex project that can be broken down into manageable elements, such as phases, with regard to timing, and even into a number of smaller user stories, with regard to the work unit. Epics often encompass multiple teams, on multiple projects, and can even be tracked on multiple boards. Epics are almost always delivered over a set of sprints.

Spiral Model – Generally, a risk-driven software development process model, used to guide adoption of elements of another process model (such as incremental, waterfall, or evolutionary prototyping) depending upon the unique risk patterns of a given project. This representative explanation of how the specific tasks are structured into increments can vary as to the length of the increments. Tasks within different Spirals are not always the same length of time

Invoice

ARRAY shall invoice each Project Milestone in accordance with the Payment Schedule at the completion of each Sprint month.

Project Milestones

Azure Environment Initiation

A. <u>Analysis of County Azure environment to determine deployment configuration and requirements</u> – this Milestone will be completed in 6 two-week Agile Sprints over a Period of 3 Months.

B. <u>Deliver GIT Source and Executable Repositories</u> – this Milestone will be completed in 6 two-week Agile Sprints over a Period of 3 Months.

C. <u>Deliver DevSecOps Environment</u> – this Milestone will be completed in 6 two- week Agile Sprints over a Period of 3 Months.

D. <u>Azure Environments: Prod, Dev, Test, First Look</u> – this Milestone will be completed in 6 two-week Agile Sprints over a Period of 3 Months.

Epic One – Infrastructure – modPIMS Code Conversion and Cloud Migration (Item 1)

<u>**PHASE 0**</u> – Complete Set-up of COBOL (Common Business Oriented Language), JCL (Job Control Language), and VB6 (Visual Basic 6) for the project:

A. Creation of the Application Blueprints; and

B. Two architecture design and transformation planning workshops.

<u>**PHASE 1**</u> – Software code transformation:

A. <u>Conversion to Thick-Client</u> – Code Conversion from Cobol to C#/.NET core.

   1. Test Telemetry,

   2. Baseline Transformation Blueprints.

B. <u>Transformation to Compile Spiral 1</u> commences and runs for 30-days. Code is transformed

from Cobol to C# in increments, completed, and delivered at the end of the Spiral run cycle.

C. <u>Transformation to Compile Spiral 2</u> commences at the completion of Transformation to Compile Spiral 1 and runs for 30-days. Code is transformed from Cobol to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

D. <u>Transformation to Compile Spiral 3</u> commences at the completion of Transformation to Compile Spiral 2 and runs for 30-days. Code is transformed from Cobol to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

E. <u>Automated Refactoring</u> This is to be delivered at the end of the 30-day run cycle.

F. <u>Conversion to Thick Client – Code Conversion JCL to Python</u>

   1. Creation of Baseline Transformation Blueprints

G. <u>Transformation to Compile Spiral 2</u> commences at the completion of creation of the Baseline Transformation Blueprints and runs for 30-days. Code is transformed from JCL to Python in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

H. <u>Transformation to Compile Spiral 3</u> commences at the completion of Transformation to Compile Spiral 2 and runs for 30-days. Code is transformed from JCL to Python in increments, completed, and delivered at the end of the 30-day Spiral run cycle. ARRAY shall invoice for the delivered Milestone on Date of Award to end of Month 4.

I. <u>Conversion to Thick Client – Code Conversion VB6 to C# - Thick Client Running in a Web RDP</u> – which includes the following milestones:

   1. Creation of Baseline Transformation Blueprints

J. <u>Transformation to Compile Spiral 3</u> commences at the completion of Transformation to Compile Spiral 2 and runs for 30-days. Code is transformed from VB6 to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

K. <u>Transformation to Compile Spiral 4</u> commences at the completion of Transformation to Compile Spiral 3 and runs for 30-days. Code is transformed from VB6 to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

L. <u>Transformation to Compile Spiral 5</u> commences at the completion of Transformation to Compile Spiral 4 and runs for 30-days. Code is transformed from VB6 to C# in increments, completed, and delivered at the end of the Spiral run cycle at the end of the 30-day run cycle. ARRAY shall invoice for the delivered Milestone on Date of Award to end of Month 6.

M. <u>Transformation to Compile Spiral 6</u> commences at the completion of Transformation to Compile Spiral 5 and runs for 30-days. Code is transformed from VB6 to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

N. <u>Transformation to Compile Spiral 7</u> commences at the completion of Transformation to Compile Spiral 6 and runs for 30-days. Code is transformed from VB6 to C# in increments, completed, and delivered at the end of the 30-day Spiral run cycle.

O. <u>Conversion to Thick Client – Database Transformation – DB2 to MS SQL server</u> – which includes Set-Up, Tables, Fields/Elements and will be completed with the first 30-days of start-up and delivered at the end of Month 1.

PHASE 2 – Cloud Enablement and Refactoring Support

A. Cloud Enablement

B. VB6 RDP Cloud Enablement

Epic Two – FileNet to LaserFiche Transformation – this Milestone with be completed in 18 two-week Agile Sprints over a Period of 9 Months.

    C. Approved modPIMS user acceptance test criteria have been met – this Milestone with be completed at the end of the 18th month.

ITEM 2 – Appraisal & CAMA

    A. <u>Appraisal/Mass Appraisal Solution</u> – this Milestone with be completed in 24 two-week Agile Sprints over a Period of 12 Months.

    B. <u>Approved modPIMS user acceptance test criteria have been met</u> – this Milestone with be completed at the end of the 18th month.

ITEM 3 – WORKFLOW

    A. <u>Workflow Enhancement</u> – this Milestone with be completed in 12 two-week Agile Sprints over a Period of 6 Months.

    B. <u>Approved modPIMS user acceptance test criteria have been met</u> – this Milestone with be completed at the end of the 18th month.

ITEM 4 thru 13 – ENHANCEMENTS

The following Milestones shall be addressed by the County and ARRAY based on the County's dates of execution: Each Milestone has been priced and delivery date will be determined from date of County execution (start date) through the estimated duration of Period of Performance required for delivery.

MILESTONE	*Duration*
Database Enhancement	Releases every 2 weeks (agile sprints) for 12 months
User Interface Enhancement	Releases every 2 weeks (agile sprints) for 12 months
Enhanced Reporting Solutions	Releases every 2 weeks (agile sprints) for 3 months
Personal Property Appraisal and Audit Solution	Releases every 2 weeks (agile sprints) for 6 months
Appeals Information Capture	Releases every 2 weeks (agile sprints) for 3 months
Building Permit Information Capture	Releases every 2 weeks (agile sprints) for 3 months

ARRAY FIRM-FIXED-PRICE PROPOSAL

Technical Milestone Descriptions

Content Management Solution	Releases every 2 weeks (agile sprints) for 6 months
Implement GIS Technology into Assessor Processes	Releases every 2 weeks (agile sprints) for 6 months
Automate Import/Export External Information	Releases every 2 weeks (agile sprints) for 6 months
Mobile Solution	Releases every 2 weeks (agile sprints) for 6 months

ARRAY FIRM-FIXED-PRICE PROPOSAL
Assumptions, Dependencies, and Risks

Purpose:

The intent of this document is to identify and document project assumptions, dependencies, and risks based upon the PIMS Modernization Project Request for Proposal; RFP Questions & Answers; the submitted Proposal Response; and contract negotiation phases.

Assumption, Dependency, and Risk Items:

1. The Firm-Fixed-Price for the PIMS Modernization Project is contingent upon a general understanding of the County's needs based upon the resources noted in the Purpose.

2. A Discovery/Sprint 0 phase must be performed for each Item listed in EXHIBIT A 1 – 13 to accurately Architect, Design, and Plan required work using AGILE SCRUM methodology.

3. The Firm-Fixed-Price is divided into three sections:

   - EXHIBIT A.1-3, including modPIMS Code Conversion, an Appraisal and Mass Appraisal solution, and Workflow Enhancement with Firm-Fixed-Price of $15,207,703; and

   - EXHIBIT A.4-13, with proposed Firm-Fixed-Price of $6,436,029.

   - Tier 3 Engineering Support, with proposed Firm-Fixed-Price of $1,281,374.

4. ARC shall provide dedicated product owner(s) to support AGILE sprint development activities such as Sprint Planning, Backlog Grooming, Product Demos, etc.

5. ARRAY will provide to ARC an estimate in advance of starting each requirement for PIMS Functional subject-matter experts (SME) support, relying on the legacy ARC Assets as available.

   - Sprint 0 Architecture and Design phases;

   - Test Development, and

   - Product Demo activity.

6. Training: Relevant modPIMS training will be provided on new functions and features that differ from the like-for-like features, to include any potential gaps in modPIMS such as the user login process and back end processes.

7. Detailed technical documentation is required for the transformed modPIMS system, to include full blueprint and infrastructure documentation. Test documentation may be considered minimally viable product (MVP).

8. A PIMS code baseline freeze will be required during the EXHIBIT A.1 PIMS conversion process beginning when the code is transferred to ARRAY to begin conversion.

9. The code conversion/modernization tasks described in EXHIBIT A.1 is "Like for Like". No enhancements will be provided during Item 1 delivery except enhancements two and three.

10. The code converted in EXHIBIT A.1 will only contain Unit Tests if they currently exist in the "As-Is" PIMS code being converted. No new Unit Tests will be required.

11. The code conversion phase described in the EXHIBIT A.1 module must be completed and functionally validated before any enhancements (EXHIBIT A Items 2 – 13) can be developed. This excludes the start of any EXHIBIT A Items 2 – 13 Sprint 0 Architecture & Design activities. When technically possible enhancement development activities (EXHIBIT A.2 – 13) may be started on EXHIBIT A.1 code modules that have completed the conversion and validation process prior to all EXHIBIT A.1 modules being completed.

12. EXHIBIT A.3 "Workflow Enhancements and Expansion" requirements are considered new development activities and are not covered under EXHIBIT A.1 "Image repository Migration (FileNet/Workflow like-for-like replacement) activities.

13. The modPIMS application will be hosted in Microsoft Azure Cloud. It will be migrated to Azure as part of the EXHIBIT A.1 code conversion/modernization tasks.

14. IBM FileNet will be replaced with Laserfiche ECM product during EXHIBIT A.1 FileNet/Workflow like-for-like replacement task. "Image Repository Migration".

15. IBM DB2 Database will be migrated to Azure SQL Server Database as a Service during EXHIBIT A.1 Database "Like-for-Like" Conversion task.

16. Tasks described in EXHIBIT A.1 will use a "Big-Bang" rollout methodology. A phased rollout approach will not be required.

17. The majority of Workflow functionality is custom coded in "As-Is" PIMS VB6 modules. These will be converted during EXHIBIT A.1 code conversion tasks using the TSRI Janis Toolset to generate C# modernized code having "Like-for-Like" functionality.

18. If ARC is currently using third-party vendors or ARC itself to develop / provide enhancements described in EXHIBIT A.2-13 then that activity must be completed prior to or paused during Code Baseline Freeze in order to execute EXHIBIT A.1 code modernization activity.

19. If ARC is currently using a vendor to satisfy requirements described in EXHIBIT A.11 "Implement current GIS technologies" then the cost may change based on the number of requirements that remain for ARRAY to satisfy. This work must be completed or paused prior to EXHIBIT A.1 code modernization activity starting. ARRAY will assume some level of integration work is required.

20. EXHIBIT A.8 requirements will be fully satisfied in EXHIBIT A.4 "Database Enhancement", EXHIBIT A.5 "UI Enhancement", EXHIBIT A.3 "Workflow Enhancement and Expansion", EXHIBIT A.2 "Appraisal/Mass Appraisal", and EXHIBIT A.10 "Content Management Solution". EXHIBIT A.8 are considered duplicate requirements and costs will be removed from current estimate.

21. EXHIBIT A.9 requirements will be fully satisfied in EXHIBIT A.4 "Database Enhancement", EXHIBIT A.5 "UI Enhancement", EXHIBIT A.3 "Workflow Enhancement and Expansion", EXHIBIT A.2 "Appraisal/Mass Appraisal", and EXHIBIT A.10 "Content Management Solution". EXHIBIT A.9 are considered duplicate requirements and costs will be removed from current estimate.

22. EXHIBIT A.4 enhancement requirements are for the Azure SQL Database only. They do not include the scope to modify any necessary business logic code modules or User Interface controls to Input and return data to these DB enhancements. Cost will be adjusted accordingly for EXHIBIT A.4 to reflect this assumption.

23. EXHIBIT A.5 UI Enhancements must include the requirements to utilize the DB enhancements described in EXHIBIT A.4. EXHIBIT A.4 and EXHIBIT A.5 must be bundled and cannot be purchased individually. Costs will be adjusted accordingly for EXHIBIT A.4 to reflect this assumption.

24. The ancillary systems processes for HCD, DMV, and Address Change Cards described in EXHIBIT A.1 will be included in EXHIBIT A.12 "Automation of external information import and extract processes". The current estimate is based on high level requirements described in EXHIBIT A.12. If during Sprint 0 phase for this enhancement it is determined to be more complex than originally planned cost may change.

25. ARRAY will provide Tier 3 Engineering Support after modPIMS "Go-Live".

26. ARC will provide all Operations and Tier 1 & 2 Support post modPIMS "Go-Live".

ARRAY FIRM-FIXED-PRICE PROPOSAL
Assumptions, Dependencies, and Risks

27. EXHIBIT A Items 1 – 3 "Replatform and Refactor, Appraisal/Mass Appraisal, and Workflow Enhancement and Expansion" will be awarded as Firm Fixed Price.

28. EXHIBIT A Items 4 – 13 "Additional Enhancements" will be awarded as Firm Fixed Price.

29. EXHIBIT A Tier 3 "Engineering Support" will be awarded as Firm Fixed Price.

ARRAY FIRM-FIXED-PRICE PROPOSAL

Warranty Agreement

Warranty Definition

Array Information Technology, Inc. (ARRAY) will provide warranty support for applications developed under EXHIBIT A, in the event of an application failure. "Warranty Support" shall include:

- Troubleshooting and defining the issue and the necessary repair; and
- Repairing of the application such that it is returned to operation as designed and expected.

Warranty repairs will be assessed within 24 hours. ARRAY will use reasonable commercial efforts to promptly correct material errors based upon the complexity of the repair. ARRAY will provide an estimate of time for repair to be agreed by the County.

Warranty period commences the day following cutover to production and continues for the specified "Warranty Period".

Warranty is applicable only to enhancements for which ARRAY fully develops and manages as System Integrator.

Warranty covers all modifications required to the modPIMS code or modPIMS data structure caused by functionality within the application that has been determined through prior root cause analysis not to meet documented user-defined modPIMS requirements that had been accepted by ARRAY and Assessor-Recorder County Clerk ("ARC") during the development cycle.

Warranty Period

Subsequent to cutover into production of each application and enhancement noted in EXHIBIT A and identified by the County, in accordance with the process outlined in the Contract, the following warranty periods shall apply:

- Item# 1–13 – Ninety (90) days on the application and enhancement, additionally,
- Item# 1 – 1 year on Code Transformation (Code conversion is completed prior to cutover into production).

ARRAY FIRM-FIXED-PRICE PROPOSAL
Service Level Agreement − Tier 3 Support

Purpose

The goal of this document is to define the level of support or service to be provided by ARRAY for the life of the contract.

Service

ARRAY's Tier 3 team (Tier3) shall provide Incident Management support in response to incidents caused by or related to the modPIMS application code base as needed to meet the operational service levels specified in Request for Proposal No. ARC120-ASSR-3684 Property Information Management System (PIMS) Modernization, section 2.5.6 (Page 58).

Definitions

Tier 1 – Technical support which involves the initial interaction with the customer, information gathering, troubleshooting, and determining the underlying problem. Issues not resolved at this level are escalated.

Tier 2 – In-depth technical support in which the analyst has advanced knowledge about the subject application or system, and has the level of access to determine and address the underlying problem. Issues not resolved at this level are escalated.

Tier 3 – Incident Management – Actions taken for the restoration of service required within the modPIMS application code base at the Service Levels defined below.

Service Levels

ARRAY shall ensure the following mean-times-to-restore for:

1. Severity 1 – A *critical* operational incident with *very high* impact, such as all public facing application functions are inaccessible to the public or all functions are inaccessible to a large number or all internal users – 4 hours.

2. Severity 2 – A *major* operational incident with *significant* impact, wherein all or some functions are inaccessible to the public or to multiple internal users – 8 hours.

Responsibilities

ARC is responsible to:

1. Provide the incident tracking system access and training to ARRAY for the purpose of documentation of Tier 1 and 2 information gathered and actions taken; and Tier 3 support incidents;

2. Provide:

    a. Tier 1 and Tier 2 support to the customer;

    b. Documentation of information gathered and actions taken on the issue;

    c. Contact ARRAY's Tier 3 support;

3. Provide Tier3 all required access to modPIMS and any other environments needed to restore service.

ARRAY, upon notification by the ARC, is responsible to:

1. Respond to the notification within 2 hours of report;

2. Deploy Tier 3 to take the necessary actions to restore service;

3. Ensure restoration in accordance with the Service Levels specified herein.

4. Document actions taken toward resolution in the incident tracking system described herein.

5. Assist in an after-incident review with ARC to rehearse the modPIMS code base analyses and determine root cause to support ARC's Problem Management Process.

Performance Metrics

- Response Time

<div align="center">
Response Time to Notification / Total
Number Incidents per Year =
Average Response Time
</div>

Acceptable response time performance per Notification shall be 2 hours or less.

- Restore Time

<div align="center">
Restore Time to Severity 1 Incident /
Total Number Severity 1 Incidents per Year
= Average Severity 1 Restore Time
</div>

Acceptable performance for *average Severity 1 restoral* shall be 4 hours or less.

<div align="center">
Restore Time to Severity 2 Incident /
Total Number Severity 2 Incidents per Year
= Average Severity 2 Restore Time
</div>

Acceptable performance for *average Severity 2 restoral* shall be 8 hours or less.

Exhibit C
WORK ORDER PERFORMANCE REQUEST

INSTRUCTION

The Work Order Performance Request form shall be completed by the County and approved by the Assessor (or Designee) and Consultant representative prior to the initiation of any enhancement.

The Work Order Performance Request form shall specify:

- The enhancement selected by the county,
- A description of the enhancement,
- The enhancement objectives,
- Deliverable milestones,
- Justification for the performance,
- Enhancement price,
- Period of performance,
- Duration, and
- Criteria for successful completion of the enhancement.

Array shall analyze and present the impact of the request on the unprioritized enhancement resources and budget.

WORK ORDER PERFORMANCE REQUEST

Date of Request	
Project Name	
Project Location	
Project Manager	

Requestor		Requestor Contact	

Work Order Performance Request Overview

Request Description	
Request Objective	
Request Justification	(Attach related documentation to this request)
Request Specifications - Milestones	(Attach related documentation to this request)

Enhancement Price

Enhancement Price	

Period of Performance

Start Date		End Date		Duration	

Additional Comments	

Request Approval: Signature below is approval of this Work Order Performance Request, in accordance with the terms and conditions of Contract   .

Assessor-Recorder-Clerk	ARRAY Information Technology

Signature _____   Signature _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____

Exhibit D

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS
(Section G.33)

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

During the term of this Contract Vendor shall not act a Vendor or perform services of any kind for any person or entity whose interest conflicts in any way with those of the County. Vendor shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Vendor shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Vendor has a financial interest as defined in Government Code section 87103. Vendor represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

"Vendor" means an individual who, pursuant to a contract with a state or local agency:

(A)   Makes a governmental decision whether to:

1.   Approve a rate, rule or regulation;
2.   Adopt or enforce a law;
3.   Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4.   Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5.   Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6.   Grant County approval to a plan, design, report, study, or similar item;
7.   Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B)   Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION: [mark appropriate box below]

☒   1.   Vendor will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.

☐   2.   Vendor will be "making a government decision" or "serving in a staff capacity" as defined in either Section A or B above. As a result, Vendor shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.