

**SERIAL 13119 RFP**

**MAXIMO SYSTEM UPGRADE AND IMPLEMENTATION**

**DATE OF LAST REVISION: January 28, 2016**

**CONTRACT END DATE: January 31, 2017**

**CONTRACT PERIOD THROUGH JANUARY 31, ~~2015~~ 2016 2017**

**TO:** All Departments

**FROM:** Office of Procurement Services

**SUBJECT:** Contract for **MAXIMO SYSTEM UPGRADE AND IMPLEMENTATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 23, 2014 (Eff. 01/24/14)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

**NP/at**  
Attach

Copy to: Office of Procurement Services  
Dorlisa Dvorak- Facilities Management Department



## CONTRACT PURSUANT TO RFP

This Contract is entered into this 23<sup>rd</sup> day of January, 2014 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Ensoft Consulting, a Texas Corporation (“Contractor”) for the purchase of software upgrade and mobile software solution services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of one (1) year, beginning on the 24th day of January, 2014 and ending the 31st day of January, ~~2015~~ ~~2016~~ **2017**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County’s sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request shall be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A.”
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

#### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price

- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site ([www.maricopa.gov/finance/vendors](http://www.maricopa.gov/finance/vendors)).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**4.0 AVAILABILITY OF FUNDS:**

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

**5.0 DUTIES:**

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+ or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage

of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**6.2.11 Workers' Compensation.**

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**6.2.12 Certificates of Insurance.**

6.2.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT shall RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

**6.2.13 Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**6.3 WARRANTY OF SERVICES:**

6.3.1 The Contractor warrants that all services provided hereunder shall conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**6.4 INSPECTION OF SERVICES:**

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

- 6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that shall not unduly delay the work.
- 6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
  - 6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
  - 6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
  - 6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
  - 6.4.4.2 Terminate the Contract for default.

6.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 **INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 **NOTICES:**

All notices given pursuant to the terms of this Contract shall be addressed to:

FOR COUNTY:

Maricopa County  
Office of Procurement Services  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

FOR CONTRACTOR:

Ensoft Consulting, Inc.  
Attn: Jamshed Rivetna  
25W250 Woodstock Ct.  
Naperville, IL 60540

6.8 **REQUIREMENTS CONTRACT:**

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases shall be made (minimum or maximum). Orders shall only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County shall not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of

product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders shall be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor shall be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions shall be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW ~~RETENTION OF RECORDS:~~

6.17.1 **In accordance with section MCI 371 of the Maricopa County Procurement Code the** the Contractor agrees to retain all ~~financial~~ books, records ~~and other documents~~ **accounts, statements, reports, files, and other records and back-up documentation** relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records ~~and other documents~~ **accounts, statements, reports, files, and other records and back-up documentation** relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.17.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 PUBLIC RECORDS:

**All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.**

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County shall consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and

shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

- 6.24.2 Respondents furnishing finished products, materials or articles of merchandise that shall require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

- 6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**6.26 PRICES:**

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

**6.27 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

**6.28 ORDER OF PRECEDENCE:**

In the event of a conflict in the provisions of this Contract and Contractor's service level or license agreement, if applicable, the terms of this Contract shall prevail.

6.29 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

Exhibit A, Pricing;

Exhibit B, Scope of Work;

Exhibit C, Project Timeline

Exhibit D, Office of Procurement Services Travel and Per Diem Policy.

Exhibit E, Service Level Agreement

Exhibit F, Software License Agreement

**Amendment #1**

**Amendment #2**

**Amendment #3**

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Janshed Rivetra, Principal  
\_\_\_\_\_  
PRINTED NAME AND TITLE

25 W 250 Woodstock Ct., Naperville, IL 60540  
\_\_\_\_\_  
ADDRESS

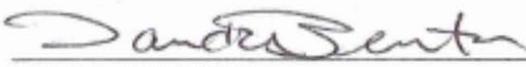
1/10/14  
\_\_\_\_\_  
DATE

MARICOPA COUNTY OFFICE OF PROCUREMENT SERVICES:

  
\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER

1/29/14  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LEGAL COUNSEL

Jan 28 2014  
\_\_\_\_\_  
DATE

**EXHIBIT A**

**PRICING**

COMPANY NAME: Ensoft Consulting Inc.  
 MAILING ADDRESS: 25W250 Woodstock Ct.  
Naperville, IL 60540  
 TELEPHONE NUMBER: (800) 858 1144  
 FACSIMILE NUMBER: \_\_\_\_\_  
 WEB SITE: www.ensoftconsulting.com  
 CONTACT (REPRESENTATIVE): Jamshed Rivetna (630) 857 9368  
 REPRESENTATIVE'S E-MAIL ADDRESS: jrivetna@ensoftconsulting.com

~~WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES~~

~~WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES~~

PAYMENT TERMS: NET 30

**Project Pricing Breakdown**

EZMaxMobile software (100 named user licenses)	\$ 100,000.00
EZMaxMobile Annual Maintenance Agreement (year 1)	\$ 20,000.00
Professional Services (including expenses)	\$ 274,520.00
<b>TOTAL FIXED COST</b>	<b>\$ 394,520.00</b>

**IMPORTANT NOTE**

Ensoft's project shall be billed on a fixed price basis. For this reason, Ensoft's professional services efforts shall be aimed at enabling like functionality from Maximo 6.2 in Maximo 7.5. Implementation of previously unused features or substantial enhancements to Maximo 7.5 shall be considered beyond the scope of Ensoft's fixed price services.

**Proposed Monthly Milestones and Deliverables**

(Based on a target project start-up of February 3, 2014)

**February**

- Software installed in test/development environments
- Data migration strategy defined
- Maximo 6.2 data migration scope defined (which objects, challenges identified)
- Initial migration trials underway
- Tririga integration prelim concept and viability

**March**

- Comprehensive project plan defined
- Data migration mapping complete
- Mobile software delivered and installed
- Max 7.5 requirements and phasing plan complete
- Max 7.5 configuration plans defined/documented

**April**

- Data migration to test/development complete
- Max 7.5 configuration 50% complete
- General cutover plan defined

**May**

Max 7.5 configuration complete in production  
Mobile software configured and tested  
Maximo 7.5 acceptance testing completed  
*Subject Matter Expert* training completed  
Detailed cutover plan defined

**June**

User training completed  
Max 7.5 system go live with mobile solution  
Triiriga integration complete

**FINAL BILLING CONFIRMATION ITEMS:**

- Maximo 7.5 in production with desired functionality
- Mobile solution working in production
- Triiriga interface in production

**Proposed Payment Plan**

Based on the milestones listed above, Ensoft agrees to the following monthly fixed billing schedule. Professional Service fees shall be billed at end of each month shown.

Feb:	\$43,099.64	(15.7%)
Mar:	\$43,099.64	(15.7%)
Apr:	\$74,120.40	(27.0%)
May:	\$71,375.20	(26.0%)
Jun:	\$42,825.12	(15.6%)

EZMaxMobile software full payment of \$120,000.00 is due upon delivery of the software. This includes software licensing fees and first year annual maintenance agreement fees.

**Performance of Out-of-Scope Items**

During the upgrade project, particular activities may be requested and believed to be outside the scope of Ensoft's current project. Ensoft shall notify Maricopa County and a mutually agreeable resolution determined. If both parties agree to continue with the out of scope items, those activities shall be billed at the hourly rates specified for Follow on Activities below.

**Additional Follow-on Activities**

At the completion of the project, Ensoft Consulting shall provide additional professional services on an as-needed basis. The services may include the following:

- Implementation and rollout of additional Maximo 7.5 features
- Ongoing SME and/or Maximo user training
- Maximo systems integration with other Maricopa County systems
- Maximo BIRT report development
- General facilities operations consulting
  - process improvement
  - preventive maintenance consulting
  - asset data gathering
  - asset management consulting

**Follow-on Activity Pricing**

Unless otherwise requested, Ensoft's follow on activities shall be charged on a *time and expense* basis. Ensoft shall charge Maricopa County for actual hours and expenses incurred. The below billing rates shall be used:

Project Manager	\$165.00 per hour
Maximo Application Specialist	\$165.00 per hour
Maximo Technical Consultant	\$165.00 per hour
Business Analyst	\$150.00 per hour
Actuate/BIRT Consultant	\$135.00 per hour
Staff Consultant	\$135.00 per hour

Should the need for a follow on activity or out of scope service be identified Ensoft and the County shall amend the contract to reflect the scope of the required service. Consideration for follow on activities or out of scope services shall be agreed upon through the amendment to the contract.

**EXHIBIT A**

**PRICING**

**New Pricing Pursue Amendment #2 Value Increase #2**

COMPANY NAME:	<u>Ensoft Consulting Inc.</u>
	<u>25W250 Woodstock Ct.</u>
MAILING ADDRESS:	<u>Naperville, IL 60540</u>
TELEPHONE NUMBER:	<u>(800) 858-1144</u>
FACSIMILE NUMBER:	<u></u>
WEB SITE:	<u>www.ensoftconsulting.com</u>
CONTACT (REPRESENTATIVE):	<u>Jamshed Rivetna (630) 857-9368</u>
REPRESENTATIVE'S E-MAIL ADDRESS:	<u>jrivetna@ensoftconsulting.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

PAYMENT TERMS: NET 30

**Project Pricing Breakdown**

	<b>Line Item Amount</b>	<b>NTE Total</b>
EZMaxMobile software (100 named user licenses)	\$ 100,000.00	\$ 100,000.00
EZMaxMobile Annual Maintenance Agreement (year 1)	\$ 20,000.00	\$ 120,000.00
Professional Services (including expenses)	\$ 274,520.00	\$ 394,520.00
<b>Amendmen1#1 FMD Additional Services</b>	<b>\$ 54,900.00</b>	<b>\$ 449,420.00</b>
Amendment #2 FMD Additional Services	\$NTE 45,190.00	\$ 494,610.00
<b>Amendment #3 FMD Additional Services (including expenses)</b>	<b>\$NTE 12,360.00</b>	<b>\$ 506,970.00</b>
<b>Renewal</b>	<b>\$ 20,000.00</b>	<b>\$ 526,970.00</b>
<b>Value Increase#1</b>	<b>\$ 71,580.40</b>	<b>\$ 598,550.40</b>
<b>Value Increase#2</b>	<b>\$ 100,000.00</b>	<b>\$ 698,550.40</b>
<b>TOTAL FIXED COST</b>	<b>\$ 698,550.40</b>	
	\$NTE 452,070.00	
	439,710.00	

**IMPORTANT NOTE**

Ensoft's project shall be billed on a fixed price basis. For this reason, Ensoft's professional services efforts shall be aimed at enabling like functionality from Maximo 6.2 in Maximo 7.5. Implementation of previously unused features or substantial enhancements to Maximo 7.5 shall be considered beyond the scope of Ensoft's fixed price services.

**Proposed Monthly Milestones and Deliverables**

(Based on a target project start-up of February 3, 2014)

**February**

- Software installed in test/development environments
- Data migration strategy defined
- Maximo 6.2 data migration scope defined (which objects, challenges identified)
- Initial migration trials underway
- Tririga integration prelim concept and viability

**March**

Comprehensive project plan defined  
Data migration mapping complete  
Mobile software delivered and installed  
Max 7.5 requirements and phasing plan complete  
Max 7.5 configuration plans defined/documentated

**April**

Data migration to test/development complete  
Max 7.5 configuration 50% complete  
General cutover plan defined

**May**

Mobile software configured and tested  
Max 7.5 Dev/Test system tested and debugged  
User testing underway

**June**

Max 7.5 configurations complete  
Maximo 7.5 acceptance testing completed  
Detailed cutover plan defined

**July**

Subject Matter Expert training completed

**August**

User training completed  
Max 7.5 system go-live with mobile solution

**FINAL BILLING CONFIRMATION ITEMS:**

- Maximo 7.5 in production with desired functionality
- Mobile solution working in production

**Proposed Payment Plan**

Based on the milestones listed above, Ensoft agrees to the following monthly fixed billing schedule. Professional Service fees shall be billed at end of each month shown. Consideration for services performed as a result of Amendment #2 is not reflected in the numbers below, and shall be billed as a separate line on each invoice.

Feb:	\$43,099.64	(15.7%)
Mar:	\$43,099.64	(15.7%)
Apr:	\$74,120.40	(27.0%)
May:	\$54,904.00	(20.0%)
Jun:	\$16,471.20	(6%)
Jul:	\$10,000.00	(3.6%)
Aug:	\$32,825.12	(12.0%)

EZMaxMobile software full payment of \$120,000.00 is due upon delivery of the software. This includes software licensing fees and first year annual maintenance agreement fees.

**Performance of Out-of-Scope Items**

During the upgrade project, particular activities may be requested and believed to be outside the scope of Ensoft's current project. Ensoft shall notify Maricopa County and a mutually agreeable resolution determined.

If both parties agree to continue with the out-of-scope items, those activities shall be billed at the hourly rates specified for Follow-on Activities below.

**Additional Follow-on Activities**

At the completion of the project, Ensoft Consulting shall provide additional professional services on an as-needed basis. The services may include the following:

- Implementation and rollout of additional Maximo 7.5 features
- Ongoing SME and/or Maximo user training
- Maximo systems integration with other Maricopa County systems
- Maximo BIRT report development
- General facilities operations consulting
  - process improvement
  - preventive maintenance consulting
  - asset data gathering
  - asset management consulting

**Follow-on Activity Pricing**

Unless otherwise requested, Ensoft’s follow-on activities shall be charged on a *time and expense* basis. Ensoft shall charge Maricopa County for actual hours and expenses incurred. The below billing rates shall be used:

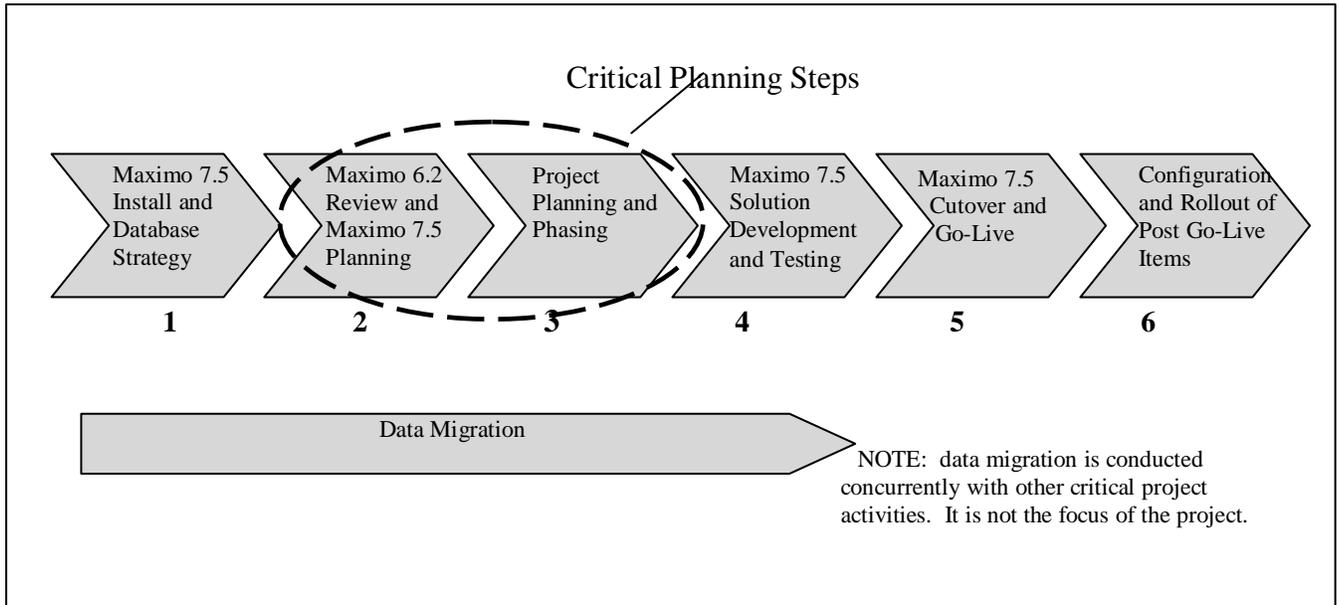
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Business Analyst	\$150.00 per hour
Actuate/BIRT Consultant	\$135.00 per hour
Staff Consultant	\$135.00 per hour

Should the need for a follow-on activity or out of scope service be identified Ensoft and the County shall amend the contract to reflect the scope of the required service. Consideration for follow-on activities or out of scope services shall be agreed upon through the amendment to the contract.

**EXHIBIT B**

**SCOPE OF WORK**

Ensoft shall conduct the 6-step approach to the Maximo upgrade project shown in the diagram below.



**CLARIFYING NOTE:** Because many activities during Ensoft's project steps are conducted concurrently with activities from other project steps, the sum of Estimated Duration from this section shall not precisely match the timeline in the next proposal section. The timeline should be used to evaluate Ensoft's proposed timing of the project.

**STEP 1**


Maximo 7.5  
Installation  
and Database  
Strategy

**Estimated Duration: 1 ½ weeks**

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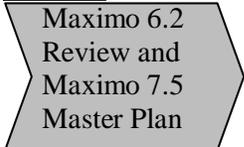
Ensoft shall install the Maximo 7.5 software according to the recommended practices by IBM. Ensoft shall install three instances of the system: Test, Training, and Production. The installation shall be conducted by Ensoft's Maximo Technical Consultant while onsite with Maricopa County. To aid in knowledge transfer on the software installation, Ensoft's consultant shall work with the FMD Maximo System Administrator and other stakeholders as much as possible.

With three instances of the Maximo 7.5 system installed, it shall be important to have a general strategy for how/when to use each instance and when/if to periodically refresh the databases to a clean state. During Ensoft's initial project planning and management discussions with the FMD project team, these general strategies shall be defined. The detailed cutover plan developed later in the project shall define the coordination and synchronization between the Test and Production systems prior to go-live.

Additionally, to reduce the risk of unexpected Tririga integration issues later in the project, Ensoft shall generally evaluate and decide a strategy for the Tririga interfaces. This general integration planning at this early stage allows us to make any necessary system adjustments to accommodate the future interface development/implementation.

**Step 1 Activities**

- Confirm server configuration and install Maximo 7.5 system
- Decide strategy for three Maximo instances (test, train, prod)
- Decide conceptual data migration strategy
- Evaluate and discuss Tririga interface strategy

**STEP 2**


Maximo 6.2  
Review and  
Maximo 7.5  
Master Plan

**Estimated Duration: 3 ½ weeks**

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Maximo 7.5 has considerably more modules and applications, and general functionality than Maximo 6.2. Additionally, Maximo 7.5 introduces many front end software development utilities for optimizing the development and configuration efforts. Ensoft shall implement Maximo 7.5 to match the current processes and system usage of Maximo 6.2, but shall also dedicate time to define which new modules and additional features shall be implemented for Maricopa County, now and in the foreseeable future. Some of these features shall be planned for initial Maximo start-up. Some shall be planned for the future. With this general planning, Ensoft's project activities shall be better controlled and Ensoft ensure the team is not side-tracked with peripheral system features and functionality. Before Ensoft can properly plan and schedule Ensoft's project activities, it is important to conduct some level of Maximo 7.5 solution planning. This exercise entails a review of existing Maximo 6.2 functionality and of FMD desired new functionality to determine a set of requirements for the Maximo 7.5 system. Once these requirements are understood and documented, Ensoft shall develop a Master Plan for achieving them with the Maximo 7.5 system. Without this critical step in the project, the resulting Maximo 7.5 solution shall be piecemealed together throughout the project and risks leaving many requirements unidentified and unanswered.

If a realistic master plan is not developed for the Maximo 7.5 software, the configuration efforts shall be less efficient and less focused, and the resulting solution shall not sufficiently address the needs of the FMD system users. Once Ensoft's system requirements are documented (based on Maximo 6.2 usage and various other sources), Ensoft shall determine a high level master plan and a design checklist for the Maximo 7.5 system. The master plan shall indicate the Maximo 7.5 applications and features to be utilized now and in the future. The design checklist shall provide a roadmap for Maximo 7.5 setup and configurations.

**This pivotal step in the project cannot be overemphasized.** It sets the course for the remaining upgrade/implementation efforts and shall set the stage for a successful project result.

### **Data Planning**

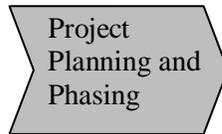
Software implementations often fall short of meeting their objectives because the system data was not planned and structured to allow for necessary reporting and data segregation needs. Based on Ensoft's understanding of the existing Maximo 6.2 system, there are likely several user departments, each with a desire to have their work order and asset data filtered and/or segregated. Based on the results of Ensoft's Maximo 6.2 review and other requirements definition activities, Ensoft shall develop a Maximo 7.5 configuration and data plan that shall enable the desired processes and reporting/filtering capabilities for each of the user departments. The output of this evaluation shall significantly impact Ensoft's data migration strategy (and the Maximo 7.5 location/asset hierarchy).

### **Additional Software Components**

In addition to the Maximo 7.5 master plan, Ensoft shall identify any additional software utilities and/or hardware components required to enable the data migration and desired functional needs of Maricopa County FMD.

### **Step 2 Activities**

- Maximo 6.2 System Review
  - Review of Maximo 6.2 data and decision on business objects to be migrated to 7.5
  - Review of Maximo 6.2 security setup and data filtering needs (what subsets of users and what data to filter for them...how to achieve it?)
  - Review of existing Maximo 6.2 database scripts/special coding (how to achieve in Maximo 7.5?)
  - Review existing Maximo 6.2 configurations and determine how to achieve in Maximo 7.5
  - Review of non-standard Maximo 6.2 customizations/usage
  - Review of Maximo 6.2 extra fields and strategy for Maximo 7.5
  - Review of Maximo 6.2 Location/Equipment hierarchy and plan for adjustments in Maximo 7.5
  - Process review and flowcharting
  - Definition of user departments and process scope for each department
  - Document Maximo 7.5 functional requirements
- Maximo 7.5 Master Planning
  - Maximo 7.5 detailed demo and overview training for FMD team
  - Mobile device high level discussion and planning
  - Long-term phasing plan for Maximo 7.5 applications and features
  - Evaluate and plan for Tririga integration
  - User security evaluation and conceptual planning
  - Create and maintain Maximo 7.5 configuration checklist

**STEP 3****Estimated Duration: 1 week**

In Step 2 of the project, Ensoft shall develop a Maximo 7.5 Master Plan which provides a comprehensive roadmap for the ultimate Maximo 7.5 utilization. It sets the strategic foundation for the Maricopa County Maximo 7.5 system. During Step 3 of the project, Ensoft shall create a detailed Project Workplan. It is Ensoft's project management tool. With it Ensoft shall ensure that all project activities are properly sequenced and carried out as planned.

**Sequencing of Solution Elements**

With projects involving Maximo (or other similar complex EAM software), there is a tendency to put all desired software features and project elements on the project's critical path towards go-live. Often, this shall result in project delays and a lack of project focus. To combat this, Ensoft shall sequence project elements into one of three time frames based on their importance and urgency:

- 1) Desired for Go-Live
- 2) Planned for Post Go-Live
- 3) Future Rollout/Enhancement

Each time frame is explained below.

Desired for Go-Live - Elements and features falling in this category shall be the focus of Ensoft's primary upgrade/implementation activities. They shall be planned and executed for the initial Maximo 7.5 cutover and go-live.

Planned for Post Go-Live - Desired elements of the ultimate Maximo 7.5 solution for Maricopa County shall be evaluated for complexity and urgency. Certain features and functionality may be important (*must have* features), but may be somewhat complicated to implement. These items, while important, may not be critical for system start-up and go-live. They shall be investigated and planned up front, but placed on the project plan for implementation/rollout after system start-up and go-live.

Future Rollout/Enhancement - The Maximo 7.5 system has many advanced features and functionality that may be useful for Maricopa County, but not urgently needed as part of the upgrade project. These features shall be identified and placed in queue for future evaluation at a later date in the future. Additionally, Maximo 7.5 includes several software development tools that can be used to modify and enhance the Maximo system to meet the specific needs of FMD. Ensoft's intent for this project is to accommodate FMD needs without configuring or developing customized functionality within Maximo. If there are advanced features and functionality that can be improved using the Maximo development tools, these items shall be identified and placed in queue for further evaluation and potential rollout after the post go-live items are completed.

By sequencing the ultimate solution elements in these three timeframes, Ensoft shall reduce the risk of the project losing focus and/or exceeding Ensoft's project budget and schedule.

**Step 3 Activities**

- Create database control plan and data migration strategy
- Project planning and detailed work plan creation
- Prioritize project elements into one of three priorities (go-live, post go-live, future evaluation)
- High-level cutover planning
- Prioritization of custom reports from Maximo 6.2

### **Clarification of Items Planned for Post Go-live**

Based on Ensoft's understanding of the RFP requirements, Ensoft shall place the following project element on Ensoft's project plan after the planned go-live date for Maximo 7.5:

1) Tririga integration

By delaying integrations to post go-live, Ensoft shall reduce the distractions during the data migration process and shall limit Ensoft's dependency on other County departments for critical needed cooperation (i.e. Information Systems). Additionally, with no external integrations in place, the variability and complexity of the system start-up and final data cutover is greatly reduced.

**IMPORTANT NOTE:** this item shall still be planned for completion during the project and is included in Ensoft's fixed pricing; only it is executed after system go-live.

## **STEP 4**

Maximo 7.5  
Development  
and Testing

**Estimated Duration: 10 weeks**

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During this step of the project, Ensoft's intimate understanding of Maximo 7.5 and Enterprise Asset Management systems in general allows us to present varying options for achieving the desired functionality without sacrificing FMD capacity for future growth with Maximo.

### **Maximo 7.5 Development**

**Application Configurations** -- Using the Maximo 7.5 inherent administrative tools where available, Ensoft shall create a solution to meet the needs of FMD defined during the planning steps of the project. If system customizations are desired beyond the administrative capabilities inherent in the Maximo 7.5 utilities, Ensoft shall evaluate the requirements and shall place them in queue for deployment, or shall develop suitable workarounds within the constraints of the Maximo 7.5 system.

**Data Migration** -- There are several methods of performing the data migration from Maximo 6.2 to Maximo 7.5. Ensoft's objective is to perform the data migration in the most efficient manner and with the least amount of risk. During the planning steps of Ensoft's project, Ensoft shall discuss and determine (based on type of data objects to be migrated, volume of data, etc.) the optimal data migration method for Maricopa County.

**Work Flows** -- A combination of Maximo 7.5 workflows and escalations shall be established to achieve the operating processes currently utilized with the Maximo 6.2 system.

**Reports** -- Ensoft's proposal includes only a minimal number of hours for report writing. Ensoft's reporting resource is intimately knowledgeable on Maximo 7.5 reporting and shall be available on an as-needed basis. If report development is not needed during the upgrade project, Ensoft's time shall be spent on educating and training Maricopa County personnel on Maximo 7.5 reporting features.

**Integrations** -- As part of the Maximo 7.5 configurations, Ensoft shall preserve the desired integrations with the Tririga system.

**IMPORTANT SCOPE NOTE:** The nature of Tririga interface is not clearly specified in the RFP, so Ensoft's time estimates and anticipated efforts have been generally estimated for this element of the project. If the desired integrations are found to be excessively complex and not feasible within the timeframe of Ensoft's proposal, Ensoft shall quickly notify the FMD Business Analyst and a mutually beneficial resolution shall be determined.

## **Maximo 7.5 System Testing**

An integral activity with all implementation projects is the system testing. Once the system is planned and configured, a thorough testing shall be conducted to ensure that the system is working as intended. System Testing is performed at two levels: 1) the technical level, and 2) the process level.

*Technical* testing is a way of ensuring the system is installed and operating as designed. It entails software screen walk-throughs and data analysis. During technical testing, Ensoft shall review each software application to verify they are operating as expected.

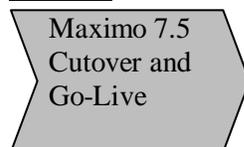
*Process* testing (User Acceptance Testing) is Ensoft's way of ensuring that the delivered Maximo system shall support the planned processes and procedures. During the Process testing, Ensoft shall conduct process walk-throughs using various real-life scenarios. Ensoft shall engage planned Maximo system users in this testing activity to gauge the usability of the system for the FMD processes.

Through the testing process, any deficiencies shall be recorded and a suitable course of action determined and/or system adjustment made. If done correctly, during this step of the upgrade Ensoft shall uncover many unforeseen and unpredicted issues and/or user concerns prior to unveiling the new software.

### **Step 4 Activities**

- System configuration and settings
- Discuss prelim testing strategy and conceptual UAT requirements
- Location/Asset hierarchy migration testing
- Define and test location/asset hierarchy adjustments in Maximo 7.5
- Review and test data migration results
- Workflow and escalations programming
- BIRT report development (high priority reports needed at go-live)
- Maximo system data entry (value lists, equipment types, etc.)
- Security setup and data segregation strategy
- Create detailed test plan
- Discuss Maximo/Tririga plans with FMD Tririga resources
- Create detailed go-live training and cutover plan
- Conduct system testing and adjustment
- Conduct User Acceptance Testing and define training materials
- Create training plan and preliminary training schedules

## **STEP 5**



**Estimated Duration: 3 weeks**

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The Cutover and Go-live stage of the project shall include the following primary activities:

- User Training
- Final Data Migration
- System Cutover

### **User Training**

*See Training Plan section below.*

### **Final Data Migration**

Based on Ensoft's experience with similar projects, Ensoft shall conduct a three stage data migration strategy prior to system cutover to Maximo 7.5. As Ensoft approaches the planned system cutover date, Ensoft's staged approach shall allow Ensoft to better focus Ensoft's migration and start-up efforts, and more importantly, simplifies troubleshooting and issues resolution upon cutover (since there are fewer *moving parts* at any one time). Ensoft's three stages of final data migration are described below.

**Stage 1: Static Data**, Imported/entered and maintained in Production database during configuration step of project.

- This data is typically controlled by a system administrator and not changed very often (i.e. value lists, security groups, equipment types, problem codes, etc.)

**Stage 2: Quasi-Static Data**, Imported and maintained in Production database 1-2 weeks prior to final cutover. Manual processes and procedures are used to keep this data up to date until final cutover.

- This data is typically managed and controlled by system users, but not changed very often (i.e. locations, equipment items, inventory item master, job plans, closed work orders and associated transactions, etc.)

**Stage 3: Transactional Data**, Imported into Production at final cutover.

- This data is typically transactional in nature and is fluid during the cutover process (open work orders and associated transactions, preventive maintenance schedules, etc.)

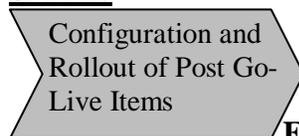
### System Cutover

A critical step of the project is the final *cutover* from current Maximo 6.2 system to Maximo 7.5. The cutover must be made so that operations can continue uninterrupted from the old system to the new. Ensoft shall plan the final transition with a strong emphasis on maintaining process continuity and data integrity. Ensoft's project plan shall include the steps necessary to ensure a smooth transition from the existing Maximo 6.2 system to the new Maximo 7.5 system.

### Step 5 Activities

- Create training documentation
- Self Service Requester train-the-trainer training
- Conduct SME train-the-trainer training
- Conduct training for Maximo System Administrator
- Data migration into PROD according to decided cutover plan
- Maximo 7.5 system start-up and go-live

### STEP 6



**Estimated Duration: 3 weeks**

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### Post Go-live Items

After the final cutover and go-live of Maximo 7.5, Ensoft shall turn Ensoft's attention to any project items and system elements planned for post go-live rollout. These items may include, but not be limited to, BIRT reporting, Tririga integration, advanced functionality, and various other standard features in Maximo 7.5.

### Onsite Post Go-live Support and Issues Resolution

We know that, until used in a real-life environment, the new Maximo 7.5 solution shall not be fully debugged and vetted. Ensoft shall anticipate minor change requests and concerns from Maximo users and stakeholders. Ensoft shall document any issues and requests from users and shall address them through some form of change request process.

Typically, post go-live issues are addressed remotely or with sporadic onsite availability. With Ensoft's unique approach to the project, after go-live Ensoft's team members remain engaged and working on planned *post go-live items*. While working on these items, they are available onsite for issues resolution and system fine-tuning. As such there is no additional cost added to Ensoft's proposal for this critical onsite post go-live presence.

### **Post-Project Follow-up and Support**

For a period of time after completion of the upgrade, Ensoft shall schedule and conduct a regular conference call with key FMD Maximo users and stakeholders. The conference calls shall be used to discuss new issues/concerns and to relieve any lingering training issues with users. A mutually agreeable course of action shall be taken to resolve any change requests or additional action items arising during the follow-up period.

### **Step 6 Activities**

- Configure and execute identified post go-live Maximo 7.5 features
- Design and develop integration with Tririga
- BIRT report development (second priority reports needed after go-live)
- Provide ongoing support and issues resolution

## **IMPLEMENTATION OF MOBILE TECHNOLOGY**

For the Mobile Technology implementation, Ensoft shall conduct a four-stage process:

- 1) Define requirements
- 2) Procure and configure hardware and software
- 3) Conduct train-the-trainer training
- 4) Rollout mobile technology to users (not included in pricing)

### **Define Requirements**

We shall use the listing of desired mobile capabilities from the Request for Proposal as Ensoft's starting point for defining the mobile solution requirements. Through meetings and discussions with stakeholders Ensoft shall define the detailed requirements for the mobile software and hardware solution.

### **Procure and Configure Hardware and Software**

Ensoft's consultants shall work with the FMD Business Analyst, planned mobile users, and other stakeholders to analyze various software and hardware options for the FMD Maximo mobile solution. Once the best-fitting software and hardware is procured, Ensoft shall install and configure the mobile software solution to meet the specified functional needs of users.

#### **IMPORTANT SCOPE NOTE:**

**Ensoft's proposal does not include basic setup and/or network configuration of the mobile device hardware.** This work is most efficiently done by Maricopa County Information Technology personnel.

### **Conduct Train-the-Trainer Training**

### **Rollout Mobile Technology to Users (not included in proposal pricing)**

Once the train-the-trainer training is complete, the mobile solution shall be implemented and introduced to mobile users. Ensoft is capable of providing the necessary training and rollout assistance, but has not included these steps in Ensoft's proposal scope of work.

**Mobile Technology Activities**

- Define mobile functionality requirements
- Evaluate and recommend mobile hardware and software alternatives
- Configure and test mobile technology software
- Test selected mobile device in pilot setting
- Conduct SME train-the-trainer training for rollout to mobile users

**TRAINING PLAN**

Per the specifications, Ensoft shall provide the necessary training on the topics listed below. Where appropriate, the training shall be conducted in a classroom setting with workstations for each attendee. For best results, and when few individuals are to be trained, the training shall be conducted one-on-one at individual workspaces.

**Training Topics to be Covered**

- Work Orders & PM's: Dispatch and Boiler Room (5 users)
- Equipment/Assets, scheduling of labor and completion of work orders: Shops/Trades, Supervisors (10 users)
- Inventory, Purchasing: Warehouse (2 users)
- Billing, GL accounts: Accounting (2 users)
- BIRT & KPI's Reporting: shall focus on training the end users on how to create the accounting, managerial and executive reports. Includes 3 users (Accounting) (Managerial), and 2 (Executive) (10 users)
- System Administrators (2 users)
- Mobile technology usage

Training plans shall include a high-level management training session during which Ensoft shall introduce the system and explain the available features and reporting capabilities.

Ensoft training programs shall cover the following topics depending on the specific needs of the County:

- General software training
- Training on new processes and management practices
- General continuous improvement strategies and methodologies
- General asset management training (asset management strategies)

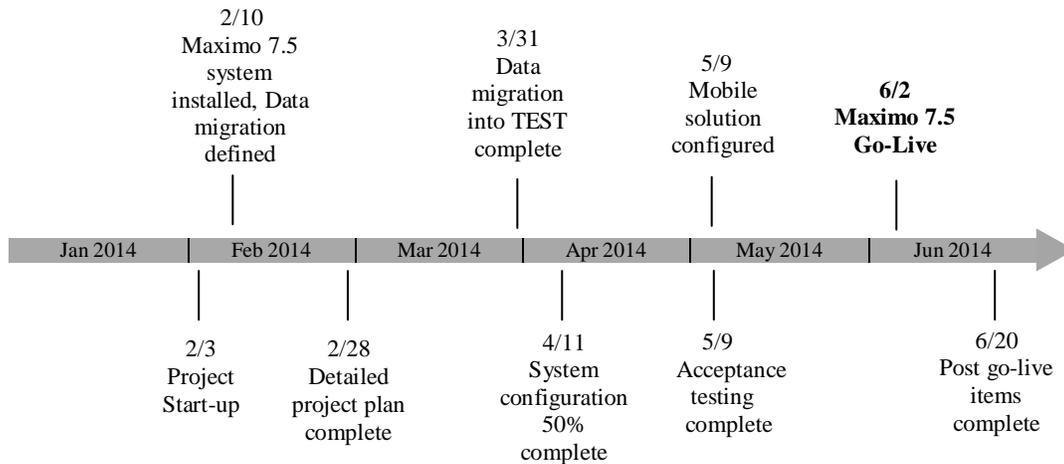
**EXHIBIT C**  
**IMPLEMENTATION PLAN**

Below is Ensoft’s estimated number of hours for each team resource during each step of the project shown on the Gantt chart.

Team Member	Estimated Team Member Hours						
	Step 1	Step 2	Data Migration	Step 3	Step 4	Step 5	Step 6
Program Manager	8	8		8	8		
Maximo App. Specialist	64	56		40	360	128	100
Maximo Tech. Consultant	60	20	260		60	48	40
Mobile Specialist		20			20	20	20
Actuate/BIRT Consultant						20	
<b>TOTAL</b>	<b>132</b>	<b>104</b>	<b>260</b>	<b>48</b>	<b>448</b>	<b>216</b>	<b>160</b>

**PROJECT TIMELINE AND MILESTONES**

The below dates are defined based on a project start date of February 3, 2014.



**EXHIBIT D****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County shall not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1. *Coach airfare shall be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.*
  - 3.2. *The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) shall be reimbursed. Under no circumstances shall the County reimburse for airfares related to transportation to or from an alternate site.*
  - 3.3. *The County shall not (under no circumstances) reimburse for Contractor guest commercial air travel.*
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period shall not be permitted without prior written approval by the County Contract Administrator.
  - 4.1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County shall not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2. Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3. County shall reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4. County shall reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking shall not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5. The County shall not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses shall not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

**EXHIBIT E****SERVICE LEVEL AGREEMENT**

InterPro shall provide Annual Customer Support Services to Clients as described below. Clients must hold a valid and current Annual Customer Support Plan (ACSP).

**This Service Level Agreement (SLA) only covers InterPro's add-on mobile solution for Maximo called EZMaxMobile.**

**1. Support and Maintenance Definitions**

## 1.1 General Support

General Support includes an initial determination made jointly by InterPro and the Customer's representative as to whether the problem is due to InterPro's Software or is the result of another issue. If it is determined that the problem emanates from InterPro's Software, InterPro shall provide General Support by answering questions, troubleshooting code, examining logs, reviewing integration scripts and rules, and suggesting the implementation of code fixes and workarounds. All support services shall be provided on a best commercial effort basis. In addition, General Support for InterPro's Software shall be provided only for versions that, in accordance with InterPro's internal policies, are then being supported by InterPro. Support shall not include services requested which are reasonably determined by InterPro to have been the result of accident or misuse or any alteration, modification or addition to InterPro's Software other than by InterPro, and, in such cases, InterPro shall charge Customer upon prior written approval by Customer, on a time and materials basis in accordance with InterPro's standard rates.

## 1.2. General Maintenance

Maintenance is defined as new versions, patches, maintenance releases and enhancements to InterPro's Software. All maintenance services shall be provided on a best commercial effort basis. In addition, Maintenance for InterPro's Software shall be provided only with respect to versions that, in accordance with InterPro's internal policies, are then being supported by InterPro, which shall include the previous major version as well as the current version. Maintenance shall not include services requested which are reasonably determined by InterPro to have been the result of accident or misuse or any alteration, modification or addition to InterPro's Software other than by InterPro.

## 1.3. Support Process

- 1.3.1. Once Customer identifies a support issue, the process and terms and conditions for providing support shall be as follows:
- 1.3.2. Customer shall contact InterPro via e-mail, fax or telephone as described in the General Support section. InterPro's Support Center, with consultation from the Customer's representative, shall make a determination whether the issue presented by the Customer qualifies as a support issue.
- 1.3.3. For problems that are qualified by InterPro as a support issue, InterPro shall provide support to Customer in the form of a bug fix, a workaround, or a patch.
- 1.3.4. If InterPro determines that the problem is not with InterPro's Software and is unable to resolve the problem utilizing the Support services described above, InterPro may resolve the problem for Customer upon prior written approval by Customer, on a time and materials basis in accordance with InterPro's then standard rates.

**2. Support Terms and Conditions**

## 2.1 Renewal of the ACSP for InterPro's Software

Each Annual Customer Support Plan (ACSP) shall automatically renew for an additional one-year term if not cancelled by Customer in writing at least 30 days before the end of the then-current term. Customer shall be billed directly by InterPro for renewal of all ACSP. If during a given term, Customer purchases additional users for InterPro's Software, the ACSP with respect to those additional users shall be in effect from the date of purchase until the end of the then-current ACSP for InterPro's Software and the fees for the additional users shall be appropriately pro-rated, it being the intent that the ACSP with respect to all users and seats shall be co-terminus. If Customer elects to renew the Plan after the initial one-year term, the ACSP must be purchased for each and every license in accordance with the fees outlined in the renewal invoice. If Customer elects not to continue the ACSP and thereafter elects to reinstate such, Customer must pay, in addition to the then current ACSP fee, all fees that would have been paid had Customer not let the ACSP lapse.

2.2 Support shall be provided by InterPro as follows:

- 2.2.1 InterPro's Support Center shall answer questions in English regarding use of the Software by telephone, fax and/or e-mail during the hours, 8am to 6pm EST Monday to Friday except for holidays observed by InterPro. The Support Center can be contacted via telephone at +1 781-213-1166 or via fax at +1 781-213-1169; or via email at [info@interprosoft.com](mailto:info@interprosoft.com).
- 2.2.2 InterPro shall use reasonable commercial efforts to correct errors in the Software which cause the Software to materially deviate from the functionality described in the Software documentation through an update or workaround provided a full description of the suspected errors are submitted in writing to the Support Center and InterPro is able to replicate such errors at its facilities.
- 2.2.3 InterPro shall provide Customer with new versions, patches, maintenance releases and enhancements to the Software which InterPro provides without additional costs to its other customers on the ACSP.

2.3 InterPro shall not be required to provide Support or Maintenance if any of the following conditions apply:

- a) any Software errors which are the result of
  - (i) failure to properly install or use InterPro's Software in accordance with its documentation,
  - (ii) accident, unusual physical, electrical or electromagnetic stress, misuse, failure of electric power, air conditioning or humidity control or failure of hardware, or
  - (iii) modifications to InterPro's Software other than by InterPro,
- b) the termination date for support for a specific version has passed (the targeted termination date for support shall be announced in writing a minimum of 1 year prior to the targeted termination date),
- c) the Customer's account with InterPro is over 30 days past due.

2.4 On-site Maintenance or Support services or services in addition to the services described herein, shall be provided by InterPro to Customer pursuant to a Statement of Work executed by both parties, on a time and materials basis in accordance with InterPro's then standard rates.

### **3. Installation**

3.1 The Software must be installed either by InterPro staff, by the client in accordance with the guidance and instructions provided by InterPro staff, by a consultant approved by InterPro or any combination thereof.

#### **Problem Reporting Process**

Problems may be reported to Annual Customer Support Services (ACSS) by telephone, email or fax. To expedite the problem reporting and correction process, InterPro asks that you follow the steps below to report a problem:

1. Client should provide the following information when contacting ACSS:
  - Product Information
  - Configuration Information (Database, Network Operating System, Workstation)
  - Associated Customizations
  - Problem Description
    - Description of problem
    - Printouts of screens (if applicable)
    - Log file contents (if applicable)
    - If necessary, a copy of all data files or database to allow for the reproduction of the error
2. ACSS shall acknowledge the receipt of problem within 4 hours and provide Client with a Service Request number for problem identification and follow-up.
  - a) ACSS may request additional information from the client concerning the reported problem.
  - b) ACSS shall analyze the problem and determine whether or not the reported problem is actually a product defect (a failure of the product to perform as described in its documentation). ACSS shall notify Client on the decided corrective actions.
  - c) If a reported problem is considered to be a product defect, InterPro shall attempt to correct the defect, test and validate the resolution in the form of a software fix or workaround.

- d) The Client reviews the resolution and notifies ACSS of acceptance, at which time the call shall be closed with Client.
- e) If at any point in the process, ACSS is unable to reach the Client after 4 attempts\* over 5 business days, the problem shall be considered closed.

**\* Note:** **‘Attempts’ is defined as:** “*Attempted telephone and email contact with the originator of the problem report*”. Support shall attempt to call an alternative contact (fourth attempt) in case the originator is on vacation or has left the company.

**Contact Information**

<b>Extended Support Hours:</b> (Eastern Standard Time)	<b>Extended Support Specialist Contact Methods:</b>
8:00 am - 6:00 pm Monday thru Friday	Direct Dial E-Mail Fax

**Services not covered**

- *Training* – Customer Support does not cover in-depth training over the phone. If instruction time is expected to exceed 30 minutes then the Client shall be referred to their Client Services Manager.
  - 
  - *Assistance in the Identification of Defects in User Environment or Enabling Technologies* – ACSS shall notify the Client if it is suspected that the problems the Client is encountering are due to a defect in the user environment or the enabling technologies.
  -
- ACSS shall inform the Client that InterPro staff can continue providing billable assistance with the problem resolution. These services shall be provided on a time and materials basis at InterPro’s current rates, plus expenses. If it is ultimately determined that the defect is in InterPro’s Software product, then the work shall not be billed to the Client.

**EXHIBIT F****SOFTWARE LICENSE AGREEMENT**

This Software License Agreement (“Agreement”) is made by and between InterPro Solutions LLC, a Massachusetts Corporation (“InterPro”) and Maricopa County, located in Maricopa County, Arizona (“Customer”).

- WHEREAS, InterPro manufactures and licenses computer software in the form of Software; and
- WHEREAS, Customer desires to license certain of InterPro’s Software; and
- NOW THEREFORE, InterPro and Customer agree as follows:

**1. Definitions**

Unless otherwise defined herein capitalized terms shall have the meaning given to them in the Agreement.

- 1.1 “User” means an individual who accesses and uses the Software under this License.

**2. Grant of License**

2.1 Subject to the full and timely payment of the Price for the Software InterPro grants and Customer hereby accepts a non-exclusive, non-transferable, perpetual, limited license to access and use the Software under the terms of the Agreement.

**2.2 Restrictions**

2.2.1 Limitations on scope. Customer may use the Software for its own internal business purposes only, and may not use the Software to process data on behalf of third parties or otherwise time-share the Licensed Software with others or act as a service bureau. The Software licensed under this Agreement does not include any licensed access to the enterprise system with which it is intended to interface and such licensed access is the sole responsibility of Customer.

2.2.2 Limitations on Number of Users. Customer may permit access and use of the Software only by its direct employees and Authorized Third Parties. The number of named users configured for access to the Software must not exceed the total number of EZMaxMobile Licenses purchased under the Customer’s purchase Order(s).

**3. Installation**

The Software must be installed either by InterPro staff, by the client in accordance with the guidance and instructions provided by InterPro staff, by a consultant certified by InterPro or any combination thereof.

**4. Limited Warranty**

4.1 Software Performance. InterPro warrants that the Software shall substantially perform in accordance with the functional specs for a period of one year from the date of installation (“Warranty Period”). If during the Warranty period the Software does not substantially perform in accordance with the functional specs, InterPro, shall, at the Customer’s option correct or replace the Software free of additional charge. Any replacement Software shall be warranted for ninety (90) days or the remainder of the Warranty Period; whichever is longer. If InterPro is unable to correct or replace the nonconforming Software under this warranty within the Warranty Period or as otherwise agreed between the parties, then InterPro shall refund Customer all fees or charges paid for the License and the Annual Customer Support Plan (ACSP). InterPro does not warrant that the Software shall be error free or meet all the Customer’s requirements.

4.2 Media. InterPro warrants that the media on which the Software is supplied is free from defects in materials and workmanship for a period of one-hundred twenty (120) days from the date of installation. InterPro shall replace any defective media returned to it within the one-hundred twenty (120) day period free of additional charge. Any replacement media shall be warranted for ninety (90) days or the remainder of the original warranty period, whichever is longer. If InterPro is unable to supply Customer with media that is free from defects in materials or workmanship, such that the Software cannot perform substantially in accordance with the functional specs, then InterPro shall refund Customer all fees or charges paid for the License and the ACSP.

4.3 Software. InterPro warrants that the Software shall be free from all computer viruses, worms, back doors, disabling devices and other harmful or malicious code intended to or which may damage, disrupt, inconvenience or permit access to the Software user's or another's software, hardware, networks, data or information. If during the term of the Software License, the Software is not in compliance with any term of this section 4.3, InterPro, shall, at the Customer's option, correct or replace the Software free of additional charge, and shall, in the event that the Software contains any computer viruses, worms, back doors, disabling devices and other harmful or malicious code that in fact damages Customer's or any Authorized Third Party's software, hardware, networks, data or information, provide Customer with technical assistance in remedying such damage at no additional cost to Customer.

4.4 Sole remedy. The remedies contained in sub-clauses 4.1, 4.2 and 4.3 above are the Customer's sole remedies for breach of warranty.

4.5 Ownership Warranty. InterPro warrants that it is the owner of and has the right to grant a license to use the Software specified in this Agreement free of all liens, claims, encumbrances and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret or other intellectual proprietary rights, and there are currently no actual or threatened suits or claims pending based on Licensor's alleged violation of the foregoing.

## **5. Intellectual Property**

5.1 Ownership. Subject only to the License expressly granted in Section 2 hereof, InterPro and its licensors own and shall retain all right, title and interest, including all copyrights, patents, trade secrets, moral rights and all intellectual or industrial property rights of every kind and description, in and to (i) the Software and documentation, (ii) any and all corrections, bug fixes, enhancements, updates, service patches and all new versions (major and minor) provided by InterPro to Customer under this Agreement; and (iii) all developments, inventions, works of authorship, ideas, trade secrets, documents, software, data, information and all tangible and intangible property contained or embodied in the Software or the documentation, or otherwise licensed or delivered hereunder, and all derivatives of any of the foregoing (i), (ii) or (iii). Customer acknowledges and agrees that the Licensed Software constitutes a valuable trade secret and asset of InterPro.

5.2 Indemnification. InterPro shall at its own expense, indemnify, defend, and hold Customer harmless from and against any legal claim or proceeding that the Software infringes any US patent, copyright, trade secret, intellectual property right or other proprietary right of any third party, provided that Customer has given written notice of any claim, action, or allegation of infringement to InterPro within thirty (30) days after Customer first receives written notice thereof. InterPro shall have exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion. InterPro shall not be responsible or indemnify Customer for any settlement or compromise made without InterPro's prior written consent. Customer shall give such assistance and information as InterPro may reasonably require in settling or opposing such claims. Customer may participate in such defense at its own discretion. If any such infringements occurs or in InterPro's opinion may occur, InterPro may, at its sole option and expense:

5.2.1 procure for Customer the right to continue use of the Software;

5.2.2. modify or amend the Software, or replace the Software with other software having similar capabilities; or

5.2.3 if the above options are not in InterPro's sole opinion reasonably commercially possible, InterPro may request that the Customer return the infringing Software to InterPro along with a written notice of termination of the License Agreement, and upon receipt of the infringing Software, InterPro shall repay to Customer an amount equal to a pro-rata portion of the License Fee paid to InterPro for a two year term. InterPro and Customer shall then be released from any further obligations to the other under this Agreement except for the obligations of indemnification provided for above and such other obligations that survive termination.

5.3 Exclusions. InterPro shall not be liable to Customer under the terms of the above clause 5.2 or otherwise if any infringement or claim thereof is based upon (i) the use of the Software in violation of this Agreement, or (ii) use of a superseded or altered release of the Software if such infringement would have been avoided by the use of a current unaltered release of the Software otherwise available to Customer. The foregoing states the entire liability of InterPro and the entire and exclusive remedy of the Customer with respect to infringement of a patent, copyright, trade secret, or other proprietary right.

**6. Copying and reverse engineering**

6.1 Copies. Customer may make copies of the software, as reasonably required for backup, disaster recovery or archival purposes. Such copies may not be used in a production environment and Customer agrees to reproduce trademarks, logos and proprietary notice from the original copy.

6.2 No reverse engineering. Customer as well as any third party company associated with the Customer may not reverse engineer, disassemble, decompile or otherwise attempt to generate the source code of the Software.

**7. Termination**

7.1 Termination by Customer. Customer may terminate this License effective immediately upon receipt of prior written notice to InterPro.

7.2 Termination by InterPro. InterPro may terminate this License immediately upon written notice to Customer if: (i) Customer fails to comply with any term or condition of this License and such non-compliance is not corrected within thirty (30) days after written notice of the non-compliance is given by InterPro to Customer;

7.3 Consequences of Termination. If this License is terminated for any reason, Customer shall erase or destroy the original and all copies of the Software and certify in writing that the original and all copies have been erased or destroyed. All License Fees through the termination date due to InterPro shall become immediately due and payable without further notice. Those clauses of this License which by their nature should survive shall survive.

**8. Assignment**

Customer may not assign or sub-license its rights under this License without InterPro's prior written consent.

**9. Source Code Escrow.**

9.1 At the request of the Customer, InterPro shall place a copy of the Source Code for all Works in escrow with a third party escrow agent chosen by the Customer, with Customer as a named beneficiary. All costs associated with maintaining the Source Code in escrow shall be paid by Customer. The parties agree that any escrow agreement shall provide Customer with the right to have the escrow agent verify the deposit materials. If, during the Term of the Agreement, any of the following events occur, InterPro agrees to cause such third party escrow agent to furnish to Customer, upon request and without charge, a single copy of the Source Code for the current version of the Works then in use by Customer:

- (a) InterPro dissolves its business or otherwise ceases to do business in the ordinary course (other than a cessation of business due to a sale of InterPro or its business, or any other transaction where the maintenance and development of the Works is carried on by a successor), or
- (b) InterPro files for bankruptcy under any state or federal bankruptcy law, whether or not such filing is for the purpose of dissolution or reorganization provided that such action is not dismissed or terminated within 60 days of the filing, or
- (c) InterPro ceases to engage in active maintenance and development of the software licensed hereunder; or
- (d) InterPro fails to resolve, or to provide an acceptable workaround for any material Maintenance and Support issue identified by Customer in accordance with the Agreement within 120 days of notification of such material issue by Customer.

9.2 Upon taking possession of the Source Code, Customer may use the Source Code only to (a) perform InterPro's development or maintenance obligations with respect to the correction of errors in order to ensure that the software operates in accordance with its specified documentation; and (b) in the event any of the circumstances described in 10.1 (a), (b) or (c) above occur, to produce derivative works intended solely for Customer's internal business purposes and not for the purpose of sale or marketing to third parties.

9.3 The terms of the software license set forth herein shall apply to any use of the Source Code released pursuant to the software escrow except as expressly described in this section. A release of the Source Code authorizes Customer to use the Source Code in the ordinary course of business. Notwithstanding the foregoing, the Source Code at all times shall remain InterPro's Confidential Information; and in no event does Release of the Source Code authorize Customer to distribute the source code to any third party. InterPro acknowledges that if, as a debtor in possession or a trustee in bankruptcy under the federal Bankruptcy Code, it rejects this Agreement or the escrow agreement that Customer may elect to retain its rights under Section 365(n) of such Bankruptcy Code.

**AMENDMENT #1**  
**To**  
**SERIAL 13119-RFP MAXIMO SYSTEM UPGRADE AND IMPLEMENTATION**  
**Between**  
**Ensoft Consulting**  
**&**  
**Maricopa County, Arizona**

WHEREAS, Maricopa County, Arizona ("County") and Ensoft Consulting ("Ensoft") have entered into a Contract for Maximo System Upgrade And Implementation dated January 23, 2014 ("Agreement") and effective January 24, 2014, County Contract No. 13119-RFP.

WHEREAS, County and Ensoft have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Ensoft shall perform the proposed services described in this Amendment (see below "Proposal for Services") at the stated rates and quantities and under the terms and conditions of the original Agreement for the Air Quality Department.
2. This Amendment document shall be incorporated into the Agreement by amending section 6.28 of the Agreement.
3. The scope of services to be performed for the Facility Management Department and consideration for those services are to remain unchanged by this Amendment to the Agreement.

(THIS SECTION INTENTIONALLY LEFT BLANK)

## Proposal for Services

### Maximo 7.5 – Implementation Services Air Quality Department

Maricopa County  
Air Quality Department  
1001 N. Central Avenue, #125  
Phoenix, AZ 85004

**Contact Person:** Lucinda Swann  
(602) 372-7333

Ensoft Consulting, Inc.  
25W250 Woodstock Ct.  
Naperville, IL 60540

**Contact Person:** Jamshed Rivetna  
(630) 857-9368

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#### Scope of Professional Services

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Ensoft Consulting shall provide Maricopa County with professional services to implement Maximo 7.5 Software (with calibration module) for the Air Quality Department.

The project shall be coordinated with the current Maximo 7.5 upgrade activities for the Facilities Management Division. At start-up of upgraded Maximo 7.5 for FMD, Air Quality Maximo utilization shall be unaffected. After start-up, Ensoft shall configure and implement needed features and enhancements for Air Quality. Additionally, the Calibration module functionality shall be configured and rolled out following the upgrade start-up. (Configuration planning and data preparation shall be targeted for completion prior to the Maximo 7.5 upgrade start-up.)

**Below is a general outline of Ensoft's proposed project approach. The activities listed shall be conducted in a coordinated effort by Maricopa County and Ensoft Consulting. The *Estimated Ensoft Hours* listed for each step are based on Ensoft's preliminary understanding of the Ensoft responsibilities and are for budgeting purposes only. As the project progresses and responsibilities are more tightly defined, Ensoft's hours shall be closely monitored to remain within a comfortable budget for Maricopa County.**

1. Discuss and Document Air Quality Maximo Strategy
  - Determine Maximo strategy for Air Quality dept (org, site, data segregation, etc.)
  - Activate/install Maximo Calibration features in Dev, Test, Prod

Estimated Duration: intermittent  
Estimated Ensoft Hours: 12 hrs  
Output: *Ensoft* - Decision document on Air Quality Maximo strategy  
*Ensoft* - Calibration module accessible in Dev, Test, Prod
2. Needs Assessment (Maricopa task with Ensoft guidance and support)
  - Maximo 7.5 demonstration and functionality review
  - Review and document current and future processes
  - Review existing Access database and Excel/Word forms and calibration sheets
  - Review and define all critical regulatory reporting requirements
  - Review historical documentation and recordkeeping requirements
  - Review misc other requirements
  - Create master Requirements document

Estimated Duration: 1 week  
 Estimated Ensoft Hours: 8 hrs  
 Output: *Ensoft* – Documentation templates and samples  
           *County* - Master requirements documentation  
           *County* - process documentation (narratives or flowcharts)

3. Configuration Planning

- Define coordination with existing Maximo 7.5 upgrade activities
- Evaluate and review software functionality requirements
- Evaluate plans for modifying assets to Rotating Assets
- Define software utilization and configuration plans
- Define data segregation methods
- Plan data standards/formats and data input requirements
- Define and prioritize needed reports
- Define Air Quality Department Maximo utilization model (Master Plan)
- Discuss and finalize configuration plans with Air Quality Dept personnel

Estimated Duration: 2 weeks  
 Estimated Ensoft Hours: 60 hrs  
 Output: *Ensoft* - Configuration plans defined for requirements list  
           *Ensoft* - Decision document on Rotating Asset setup  
           *County* - Prioritized reports list for Air Quality dept.  
           *Ensoft* - Maximo master plan for Air Quality dept.  
           *Ensoft* - Configuration responsibilities and timing defined

4. Maximo Configuration and Testing for Air Quality Dept.

- Configuration planning meetings with Facilities Management Division team
- Configure Maximo screens and system settings
- Perform global software data entry/conversion (work coding, equipment types, failure codes, inventory types, etc.)
- Conduct *User Acceptance Testing* and Maximo fine-tuning in Dev/Test environments
- Customize and develop reports needed at start-up

Estimated Duration: 4 weeks  
 Estimated Ensoft Hours: 80 hrs  
 Output: *Ensoft* - Maximo settings and screen changes for Air Quality  
           *Ensoft* - Maximo data entry plan document  
           *County* - Needed Maximo reporting developed  
           *County* - Maximo user acceptance testing for Air Quality  
           *Ensoft* - Maximo 7.5 configured, tested/approved, available

5. Business Analyst Training and Data Entry Start-up

- Train designated Air Quality Maximo Business Analyst
- Enter preliminary Air Quality operating data (Locations, Equipment, Inventory, Job Plans, Calibration data, etc.)

Estimated Duration: 1 week  
 Estimated Ensoft Hours: 24 hrs  
 Output: *Ensoft* - Air Quality Business Analyst trained on Maximo  
           *Joint* - Operating data entry underway

6. User Training (*Maricopa* task with *Ensoft* guidance and support)

- Develop cutover plan synchronized with Facilities Management Maximo upgrade

- Create system administration manuals and user procedure manuals
- Develop training and rollout plan and create training materials
- Provide Maximo software training to users

Estimated Duration: 1 week  
 Estimated Ensoft Hours: 8 hrs  
 Output: County - Maximo 7.5 training documentation  
 County - Maximo 7.5 training sessions completed

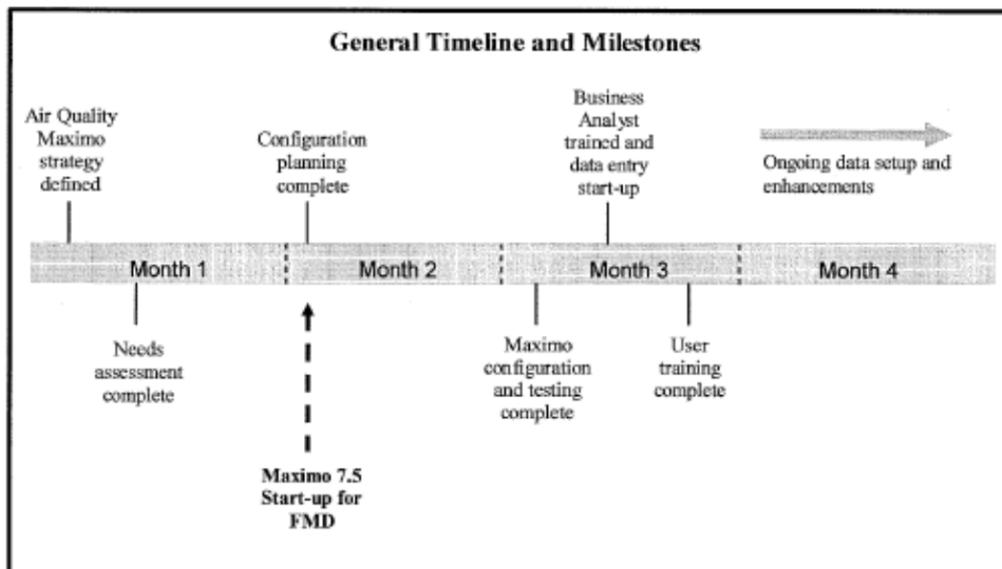
7. Air Quality Maximo 7.5 Ongoing Data Setup and Enhancements

- Ongoing data entry (equipment, forms, calibration data, etc.)
- Review issues and formulate resolutions
- Gather user feedback and make adjustments
- Provide ongoing support and enhancements as needed

Estimated Duration: Ongoing  
 Estimated Ensoft Hours: 24 hrs  
 Output: Ensoft - Issues list and resolutions implemented  
 County - ongoing data setup and software rollout

**Proposed Project Timeline**

Ensoft understand the urgent nature of this project and shall expedite the system start-up wherever possible. Below is Ensoft's general anticipated timeline for the project. Configuration and start-up activities shall be dependent on timing of the existing Facilities Management Maximo 7.5 upgrade project. After further discussions a more accurate timeline can be established.



**Project Pricing**

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Professional Services

**Ensoft Consulting shall charge Maricopa County for actual time spent on the project at Ensoft's hourly rates defined below.**

Project Manager	\$165.00 per hour
Maximo Application Specialist	\$165.00 per hour
Maximo Technical Consultant	\$165.00 per hour
Actuate/BIRT Consultant	\$135.00 per hour

Based on Ensoft's understanding of the Air Quality Department requirements and on Ensoft's proposed activities, Ensoft estimates the below professional service hours/fees for the project.

Project Manager	est 20 hours	\$ 3,300.00
Maximo Application Specialist	est 204 hours	\$ 33,660.00
Maximo Technical Consultant	est 16 hours	\$ 2,640.00
<b>Total Estimated Fees</b>		<b>\$ 39,600.00</b>

Travel and Expenses

Ensoft Consulting shall charge Maricopa County for actual expenses incurred on the project. Based on the Office of Procurement Services Travel and Per Diem Policy (Exhibit D), Ensoft estimates **\$1,700.00** travel expense per week for weeks worked onsite at Maricopa. Ensoft **anticipates three travel weeks for the duration of the project.**

Monthly Billing Milestones and Deliverables

May

Strategy document for Air Quality Maximo Setup (Org, Site, existing data handling)  
 Calibration module enabled in Maximo 7.5 (maybe wait on this until after FMD go-live)  
 Requirements documentation templates provided.

June

Decision document on Rotating Asset setup  
 Configuration plans partially defined

July

Configuration plans finalized with roles and responsibilities  
 Maximo Master plan for Air Quality  
 Dept. Maximo Configurations 50%  
 Complete Maximo data entry plan document

August

Maximo configuration completed and approved  
 Air Quality Business Analyst trained on Maximo

SERIAL 13119-RFP

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

**ENSOFIT CONSULTING**

  
Authorized Signature

Jamshed Rivetna, Principal  
Printed Name and Title

25W250 Woodstock Ct., Naperville, IL 60540  
Address

May 27, 2014  
Date

**MARICOPA COUNTY:**

  
Chief Procurement Officer

6/3/14  
Date

**AMENDMENT #2**  
**To**  
**SERIAL 13119-RFP MAXIMO SYSTEM UPGRADE AND IMPLEMENTATION**  
**Between**  
**Ensoft Consulting**  
**&**  
**Maricopa County, Arizona**

WHEREAS, Maricopa County, Arizona ("County") and Ensoft Consulting ("Ensoft") have entered into a Contract for Maximo System Upgrade And Implementation dated January 23, 2014 ("Agreement") and effective January 24, 2014, County Contract No. 13119-RFP.

WHEREAS, County and Ensoft have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Ensoft shall perform the additional services described in this Amendment (see below "Additional Services") at the stated rates and quantities and under the terms and conditions of the original Agreement for the Facilities Management Department.
2. This Amendment document shall be incorporated into the Agreement by amending section 6.28 of the Agreement. This Amendment shall also modify Exhibit A to reflect revisions to the total Not to Exceed costs for the Facilities Management Department.

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## Additional Services

The addition of the following out of scope work shall allow Ensoft to allocate additional resources to the project in order to achieve the desired system functionality within the targeted July 10 start-up date.

	Estimated Hours
1. Maximo 7.5 non-standard configurations and screen changes <ul style="list-style-type: none"> <li>• Refer to <i>Amendment Hours Details</i> below.</li> </ul>	80-120
2. Enhanced security setup for EZMaxMobile and Maximo access (firewall access, SSL evaluation and setup) <ul style="list-style-type: none"> <li>• configuration and testing for Test and Prod environments</li> </ul>	16
3. Maximo database clean-up <ul style="list-style-type: none"> <li><input type="checkbox"/> refer to the attached Data Clean-up Instruction file</li> </ul>	130
4. Travel expenses for one consultant onsite for data clean-up	\$1,300

NOTE: The estimated hours are based on the effort needed for implementing the *Priority 1 and 2 New Requirements* on the Amendment Hours Details. The configurations shall be made in test and prod environments with an iterative testing and methodology. (No listed requirements for Air Quality department are included in this amendment. They will be addressed via a separate proposal for Air Quality Maximo implementation.) These estimated hours shall also include Data Migration Clean-up, including review and execution of data clean-up trials in test/dev environments, performance testing and database optimization, and incorporation of data clean-up tasks into cutover plan.

The estimated hours are based on the effort needed for writing necessary database scripts for the clean-up and incorporating the clean-up effort into the planned Maximo 7.5 cutover. The clean-up will be done in test and dev environments with an iterative testing methodology. Then the process will be done in prod environment at cutover

**Per the contract documents, the hours expended on these items shall be billed at the “Follow-On Activity Pricing” rates.**

**Ensoft shall bill only for actual hours used.**

ID	Source	Requirement	Priority	New Requirement	Amended Hours
<b>Edit/Add/Approve Time Entry - BCR Validator(Workstation) Time Entry (BCR Validator)</b>					
method for bulk entry(2 weeks' vacation - 80 hours apportions to consecutive days with no overtime with holiday entry)					
1	Supervisors		1		
4	Group review		1	X	
5	Front Office/Dispatcher/Data Entry	Modify initial tab position on new Work Order	1	X	
6	Supervisors	Change WO status change sequence to block INPRG if Labor is NOT assigned	1	X	
7	Supervisors	Change WO status in Assignment Manager (bulk)	1	X	
8	Supervisors	Assignment Manager: Add Priority column after	2	X	2
9	Supervisors	SR Require meaningful Summary/Description > 10 char	1	X	
10	Supervisors	Work Request: Require meaningful WO Description > 10 char	1	X	
11	Supervisors	Remove from menu- Work Order CM Project clone???	1	X	
12	Supervisor	Additional Status Codes (remove duplicates and unused)	1	X	
13	BA	Attached Documents for Projects	1	X	
14	Front Office/Dispatcher/Data Entry	Additional Work Types to replace check list of suffixes/prefixes to WONUM	1	X	
15	Trades	Storeroom (read only)	1	X	
16	Supervisor	Text Color in Assignment Manager Change from Yellow	1	X	2
17	Supervisors	Modify default PR List Query to show rejected PR	1	X	
18	Supervisors & Managers	WO Details: Remove - Project Manager	1	X	8
19	Supervisors & Managers	-Contract	1	X	
20	Supervisors & Managers	-Crew	1	X	
21	Supervisors & Managers	-Lead	1	X	
22	Supervisors & Managers	-Vendor	1	X	
23	Supervisors & Managers	-PAS Code	1	X	
24	Supervisors & Managers	-Function Code	1	X	
25	Supervisors & Managers	-Object/Sub Code	1	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
26	Supervisors & Managers	-Managing Agency	1	X	
27	Supervisors & Managers	-Agency	1	X	
28	Supervisors & Managers	-User Funded	1	X	
29	Supervisors & Managers	- Owner Group 2 fields	1	X	
30	Supervisors & Managers	-Tririga Work Order	1	X	
31	Supervisors & Managers	WO Details: Hide -Site	1	X	
32	Supervisors & Managers	-Class	1	X	
33	Supervisors & Managers	-Failure Class	1	X	
34	Supervisors & Managers	-GI. Account	1	X	
35	Supervisors & Managers	WO Plans: Hide - Measurement Information	1	X	
36	Supervisors & Managers	-Observation	1	X	
37	Supervisors & Managers	-Inspector	1	X	
38	Supervisors & Managers	-Measurement Point	1	X	
39	Supervisors & Managers	-Measurement Value	1	X	
40	Supervisors & Managers	-Measurement date	1	X	
41	Supervisors & Managers	-PAS Code	1	X	
42	Supervisors & Managers	-Function Code	1	X	
43	Supervisors & Managers	-Object/Sub Code	1	X	
44	Supervisors & Managers	-Managing Agency	1	X	
45	Supervisors & Managers	-Agency	1	X	
46	Supervisors & Managers	WO Actuals: Remove -Timer Status	1	X	
47	Supervisors & Managers	-Outside Labor	1	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
48	Supervisors & Managers	-Outside checkbox	1	X	
49	Supervisors & Managers	-Vendor	1	X	
50	Supervisors & Managers	-Contract	1	X	
51	Supervisors & Managers	-Revision	1	X	
52	Supervisors & Managers	WO Actuals: Hide -GL Debit Account	1	X	
53	Supervisors & Managers	-GL Credit Account	1	X	
54	Supervisors & Managers	-Recorded as Received	1	X	
55	Supervisors & Managers	SR Detail: Remove -Owner Group	1	X	
56	Supervisors & Managers	-Agency	1	X	
57	Supervisors & Managers	-Project Manager	1	X	
58	Supervisors & Managers	-Division Assigned	1	X	
59	Supervisors & Managers	-Work Type	1	X	
60	Supervisors & Managers	-Target Completion Date	1	X	
61	Supervisors & Managers	-GL Account	1	X	
62	Supervisors & Managers	-PAS Code	1	X	
63	Supervisors & Managers	- Object/Sub Code	1	X	
64	Supervisors & Managers	-BOMA Code	1	X	
75	BA	Sr Detail; Hide -Global Issues section	1	X	4
86	Supervisors+Managers	-Is Global Issue? Checkbox	1	X	
87	Supervisors & Managers	-Global Ticket	1		
65	Supervisor	End of Day Summary Corrective Maintenance by	1		
66	Inventory Supervisor	Remove read only from Inventory List - Storeroom field	1	X	
67					
68	Supervisor	Attach Excel spreadsheets to Work Order	1	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
69	Manager	Mini Storerooms on trucks	1	X	
70	BA	tradesmen request parts from the storerooms, there's no option to choose which storeroom to transfer them into.	1	X	
71	BA	Ability to add excel type documents to work order pages...entries, etc	1	X	
72	BA	WO Plans: Fix Display Problem	1	X	
73	BA	WO Plans: Task detail - Fix Display Problem	1	X	
74	BA	WO Assignments:Remove -Duplicate Assignment tab	1	X	
76	BA	Work Request: Remove -text with User Agency	1	X	
2	Supervisors	Work Request: Remove - Configuration Item	1		
3	Supervisors	Work Request: Remove -Launch Entry Name	1		
77	BA	Work Request: Remove -Multiple Assets,Locations and CIs tab	1	X	
78	Req List	Tririga interface Version 10.1	1	X	
79	Req List	Tririga MIF interface	1	X	
80	Req List	Failure Codes in external system	1	X	
81	Req List	System slow	1	X	
82	Manager	Item Numbers for all inventory	1	X	
83	BA	Status Codes for Projects	1	X	
84	BA	Status Codes consolidation	1	X	
85	Supervisors	System response time	1	X	
88	EZMaxMobile	Inbox	1	X	
89					
90					
91	Inventory Cycle Count	Scan Storeroom	1	X	
92	Inventory Cycle Count	Scan Part Number	1	X	
93	Inventory Cycle Count	Enter Quantity	1	X	
94	Inventory Cycle Count	Confirm	1	X	
95	Assignment Manager	Supervisor assignment- WO status -INPRG	1	X	
96	Assignment Manager	Task added to Inbox (Start Center)	1	X	
97	Supervisors	Training on Search techniques, Emailing reports, Bulk Approvals, Routes,Start Center Customization, SQL Maximo Where clause	1	X	
98	Inventory	Training on Supply Chain, Inventory Parameters	1	X	



ID	Source	Requirement	Priority	New Requirement	Amended Hours
99	Front Office/Dispatcher/Data Entry	Update SR to INPRG when WO is approved and labor assigned (automatic)	2	X	
100	Manager	Restriction for all Credit Card purchases	2	X	
101	Manager	Safety Stock, Minimum, Maximum numbers for each item in Inventory	2	X	
102	Manager	Automatic Re-ordering with Economic Order Quantity, Lead time from vendors	2	X	
103	Supervisors	Auto-save on new WO with data (on session expiration, logout, lost connection)	2	X	
104	Req List	Standing Work Orders for June 30th 2014	2		
105	Supervisors	WO Details: Add - Assigned Labor	3	X	
106	BA	Create reports for CM's in progress broken down by region and create the script using a scheduler to be placed on a drive automatically during day-end processing	3	X	
107	Req List	Synchronize Active Directory for Maximo and Tririga	3	X	
108	Supervisor	Add attached documents to custom application	3	X	
109	BA	MS Advantage Interface 2015	4	X	
110	Front Office/Dispatcher/Data Entry	Workflow to streamline Contracts, Blanket, Release, PO Lines, Work Order, Service Receipt	3	X	
111	Supervisors	Implement Warranty Contracts – Display information on Asset Bar Code scan/entry	3	X	
112	Air Quality	Movable Assets - Monitoring stations on trucks, trailers	3	X	
113	Air Quality	Rotating Items(Swap, Move, Repair History and Cost)	3	X	
114	Air Quality	Extract all current data and reload as Rotating Items/Assets	3	X	
115	Air Quality	Storerooms (Repair, Stock, Mobile, Salvage)	3	X	
116	Air Quality	Condition Code	3	X	
117	Air Quality	Commodity Groups, Code	3	X	
118	Air Quality	Vendor price comparison	3	X	
119	Air Quality	Track cost of items especially rotating	3	X	
120	Air Quality	Auto-numbering on Receipt with Prefix	3	X	
121	Air Quality	Failure reporting Problem, Cause, Remedy	3	X	
122	Air Quality	Labor Cost	3	X	
123	Air Quality	Calibration templates	3	X	
124	Air Quality	Calibration tools	3	X	
125	Air Quality	Calibration Standards	3	X	
126	Air Quality	Calibration PMs	3	X	
127	Air Quality	Training in use of Calibration	3	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
128	Air Quality	Routes	3	X	
129	Air Quality	Workflow to receive email from Air Vision and initiate Service Request	3	X	
130	Air Quality	Early reassessment of Task completion, SR resolution - recall to remote location	3	X	
131	Air Quality	Meters - Event/Condition Monitoring - Equipment	3	X	
132	Req List	Attachments - Onbase	4		
133	Req List	Standing Work Orders future	3		
134	Supervisor	Special Project Work Order numbering FM- Bldg #-FY-Sequence number	3		
135	Manager	CM Project Cost Rollup	3		
136	EZMaxMobile	Biometrics login	3		
137	BA	Annual Funds Work Type	4	X	
138	Manager	CM Project Child Work Orders for FMD - view, assign, complete	4		
139	Director	Remove GL Accounts for Project Management	1		
140	Supervisors Meeting	Priority 4 (Emergency)Pager notification - conversion to Beep on Mobile	1	X	
141	Supervisors Meeting	Remove Capital Projects screens Still no decision Leave as is for now	4		
142	Supervisors Meeting	Asset scan updates WorkOrder(Assetnum,Location) Message popup - Asset number is different from Work Order		X	
143	Supervisors Meeting	Work Order required fields - not enforced	1	X	
144	Supervisors Meeting	Report identifying WO with mismatched Asset or Location	1	X	
145		<b>Technician EZMaxMobile</b>			
146	EZMaxMobile meeting	Screen changes for Tech/Trades	1	X	
147	EZMaxMobile	EZMaxMobile ID length >16	1	X	
148		<b>Start Center for Tech/Trades</b>			
149	EZMaxMobile meeting	-Result Set for Assigned Work Orders	1	X	
150	EZMaxMobile meeting	-Result Set for Indirect Labor	1	X	
151	EZMaxMobile meeting	-Favorite Applications	1	X	
152	Maximo Admin		1	X	
153	EZMaxMobile meeting	Remove Bulletin Board	1	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
154		<b>WO Tracking Screen EZMaxMobile</b>			
155	EZMaxMobile meeting	Details	1	X	
156	EZMaxMobile meeting	Parent WO	1	X	
157	EZMaxMobile meeting	Site	1	X	
158	EZMaxMobile meeting	GL Account	1	X	
159	EZMaxMobile meeting	Scheduling Info (Start, Finish)	1	X	
160	EZMaxMobile meeting	Label change: Supervisor = Region	1	X	
161	EZMaxMobile meeting	Division Assigned	1	X	
162	EZMaxMobile meeting	Primary Phone	1	X	
163	EZMaxMobile meeting	Crew	1	X	
164	EZMaxMobile meeting	Lead	1	X	
165	EZMaxMobile meeting	Work Group	1	X	
166	EZMaxMobile meeting	Owner	1	X	
167	EZMaxMobile meeting	Owner Group	1	X	
168	EZMaxMobile meeting	Start Timer	1	X	
169		<b>Actions</b>			
170	EZMaxMobile meeting	Start Workflow	1	X	
171	EZMaxMobile meeting	Labor	1	X	
172	EZMaxMobile meeting	Label change: Materials = Parts/Materials	1	X	
173	EZMaxMobile meeting	Work Log	1	X	
174	EZMaxMobile meeting	Tasks	1	X	
175	EZMaxMobile meeting	Multiple Assets,Locations	1	X	

ID	Source	Requirement	Priority	New Requirement	Amended Hours
176	EZMaxMobile meeting	Move/Swap	1	X	
177	EZMaxMobile meeting	Follow up work- generate Service Request	1	X	
178	EZMaxMobile meeting	Related records	1	X	
179	EZMaxMobile meeting	Create Child Work Order	1	X	
180	EZMaxMobile meeting	take Ownership	1	X	
181	EZMaxMobile meeting	Select Owner	1	X	
182	EZMaxMobile meeting	Run reports	1	X	
183	EZMaxMobile meeting	Work Order Materials tab/subscreen	WONUM	1	X
184	EZMaxMobile meeting	Work Order Materials tab/subscreen	Line Type	1	X
185	EZMaxMobile meeting	Work Order Materials tab/subscreen	Description	1	X
186	EZMaxMobile meeting	Work Order Materials tab/subscreen	Storeroom	1	X
187	EZMaxMobile meeting	Work Order Materials tab/subscreen	Unit Cost	1	X
188	EZMaxMobile meeting	Work Order Materials tab/subscreen	Bin	1	X
189	EZMaxMobile meeting	Work Order Materials tab/subscreen	Transaction Type	1	X
190	EZMaxMobile meeting	Work Order Materials tab/subscreen	GL Debit Account	1	X
191	EZMaxMobile meeting	Work Order Materials tab/subscreen	GL Credit Account	1	X
192	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Labor		1	X
193	EZMaxMobile meeting	Work Order - Labor tab/subscreen: CRAFT		1	X
194	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Start Date		1	X
195	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Start Time		1	X
196	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Rate		1	X
197	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Premium Pay Code		1	X

ID	Source	Requirement	Priority	New Requirement	Amended Hours
198	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Premium Pay Hours	1	X	
199	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Premium Pay Rate	1	X	
200	EZMaxMobile meeting	Work Order - Labor tab/subscreen: Type	1	X	
201	EZMaxMobile meeting	Work Order -Failure Reporting tab/subscreen: Failure Class	1	X	
202	EZMaxMobile meeting	Work Order -Failure Reporting tab/subscreen: Problem	1	X	
203	EZMaxMobile meeting	Work Order -Failure Reporting tab/subscreen: Cause	1	X	
204	EZMaxMobile meeting	Work Order -Failure Reporting tab/subscreen: Remedy	1	X	
205	EZMaxMobile meeting	Do not allow change status to COMP without Problem , Cause, Remedy	1	X	
206		<b>Go To Menu</b>			
207	EZMaxMobile meeting	Asset	1	X	
208	EZMaxMobile meeting	Issues and transfers	1	X	
209	EZMaxMobile meeting	Inventory Usage	1	X	
210	EZMaxMobile meeting	Purchase Requisition	1	X	
211	EZMaxMobile meeting	Service Request	1	X	
212	EZMaxMobile meeting	Labor Reporting	1	X	
213	EZMaxMobile meeting	Profile	1	X	
214	EZMaxMobile meeting	Default Information	1	X	
215	EZMaxMobile meeting	Configure access to personal storeroom(Truck) only	1	X	
216	EZMaxMobile meeting	Automatic switch to offline mode for system down	1	X	
217	EZMaxMobile meeting	Allow multiple Labor simultaneously same WO - example: flood	1	X	
218	EZMaxMobile meeting	Round up Labor time to nearest 5 minutes	1	X	
219	EZMaxMobile meeting	Add Site Contact (phone) to Page	1	X	
220	EZMaxMobile meeting	PM WO Tasks - read only for Tech	1	X	

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ID	Source	Requirement	Priority	New Requirement	Amended Hours
221	EZMaxMobile meeting	Inventory	1	X	
222	EZMaxMobile meeting	Stop	1	X	
223	EZMaxMobile meeting	Work Order Result Set Color Coding	1	X	
224		<b>Screen changes for Supervisors</b>			
225	EZMaxMobile meeting	Duplicates - 150, 158, 166, 167, 174, 178, 179, 183, 215, 216	1	X	
226	EZMaxMobile meeting	Work Order tracking: Assignment tab	1	X	
227	EZMaxMobile meeting	New Work Order	1	X	
228	Ensoft	Communication template - "Send to" not transferred with upgrade	1	X	
229	Dorluisa	Create SR -Location field gives an error	1	X	

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DATA CLEAN-UP INSTRUCTIONS

Locations

- All operating Locations and Storerooms
- o Delete decommissioned, sold ...

Assets

- All operating Assets
- o Delete decommissioned, sold ...

Chart of Accounts

- Load all GL Accounts
- o Disable unused valid accounts (may be activated for future use)
- Script to set disable flag on all accounts (10,000+) with exception list from Dorlisa

Labor, People, Craft, Employee

- o Deactivate all employees no longer with the County

Material Requisitions, Purchase Requests, Purchase Orders, Purchase Contracts, Blanket Purchase Orders, Releases, Receipts (Service and Materials), Invoices

- Delete all with Created Date prior to 7/1/2011
- Validate Blanket PO

Work Orders (plus WPLABOR, WPMATERIAL, WPSERVICE, Indirect WO?) Per records retention schedule, keep all PM work orders.

- Delete all with Created Date prior to 7/1/2011

Preventive Maintenance

- All PM
- o Delete INACTIVE

Job Plans

- All Job Plans
- o Delete INACTIVE
- Some Job Plans have INACTIVE embedded in description

Service Requests (Tickets)

- Delete all with Created Date prior to 7/1/2011

Assignment

- Delete all with Created Date prior to 7/1/2011

Contracts

- Purchase, Warranty, Service
- o Truncate table
- Does not contain any valid data
- Property tables (PROPERTYASSOC, PROPERTYDEFAULT)
- o Truncate table
- Does not contain any valid data

Domains

- Update domains with Org=Maricopa and Site=FMD
- Deactivate and hide all unwanted status values from Change Status screens

BCR and other non-Maximo database tables

- Build script to drop tables

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IN WITNESS WHEREOF, this Amendment is executed on the date executed.

**ENSOFT CONSULTING**

  
\_\_\_\_\_  
Authorized Signature

Jamshed Rivetna, Principle  
Printed Name and Title

25w250 Woodstock Ct., Naperville, IL 60540  
Address

7/24/14  
Date

**MARICOPA COUNTY:**

  
\_\_\_\_\_  
Chief Procurement Officer

7/30/14  
Date

**AMENDMENT #3**  
To  
**SERIAL 13119-RFP MAXIMO SYSTEM UPGRADE AND IMPLEMENTATION**  
Between  
Ensoft Consulting  
&  
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Ensoft Consulting ("Ensoft") have entered into a Contract for Maximo System Upgrade and Implementation dated January 23, 2014 ("Agreement") and effective January 24, 2014 County Contract No: 13119-RFP.

WHEREAS, County and Ensoft have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Ensoft shall perform the proposed service described in this Amendment (see below "Proposal for Services") at the stated rates and quantities and under the terms and conditions of the original Agreement for the County.
2. This Amendment document shall be incorporated into the Agreement by amending section 6.28 of the Agreement. This Amendment shall also modify Exhibit A.

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**Scope of Professional Services**

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Ensoft Consulting will provide Maricopa County with professional services for technical support on the Maximo facilities management software. The scope of this current initiative is for the stabilization of the Maximo system.

Ensoft Consulting will act in a supporting role, providing necessary guidance and expertise to Maricopa County personnel during the server configuration activities. The services may include, but not be limited to, the following:

- Maximo system support during server configurations and migration
- Miscellaneous Maximo troubleshooting and issues resolution
- Various Maximo enhancement testing and configurations

The support work will be conducted offsite through remote connection to the Maricopa County Maximo system. If onsite work is required, travel costs to Maricopa will be billed at the actual amounts incurred.

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**Project Pricing**

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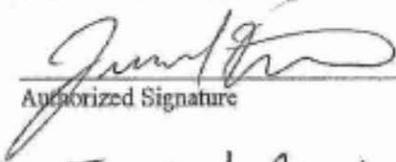
**Not-to-Exceed Pricing**

Without a significant change to the project scope or current environment, Ensoft Consulting will provide the work specified in the *Scope of Professional Services* above for a total cost (including expenses) not to exceed \$12,360.00.

\*\* Not-to-exceed cost is determined using 64 hours of effort plus 1 week travel expenses.

IN WITNESS WHEREOF, this Amendment is executed on the date executed.

ENSOFT CONSULTING

  
\_\_\_\_\_  
Authorized Signature

Jamshed Rivetna, President  
Printed Name and Title

25W250 Woodstock Ct., Naperville, IL 60540  
Address

9/26/14  
Date

MARICOPA COUNTY:

  
\_\_\_\_\_  
Chief Procurement Officer

9/29/14  
Date

ENSOFT CONSULTING, INC. 25W250 WOODSTOCK COURT, NAPERVILLE, IL 60540

PRICING SHEET: NIGP CODE 20856

Payment Terms: NET 30

Vendor Number: 2011004379 0

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2015 2016: 2017**