

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.17
(ID # 23728)

MEETING DATE:

Tuesday, February 27, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: DEPARTMENT OF FACILITIES MANAGEMENT: Approval of the Integrated Workforce Management Solution (IWMS) Agreement with Jones Lang Lasalle Americas, Inc. to provide and Implement the Integrated Workforce Management Solution (IWMS) for five years with the option to renew for two (2) additional five-year renewals, for a total aggregate amount of \$7,259,213: All Districts [Total Aggregate Cost \$7,259,213; additional compensation not to exceed \$1,088,882 – \$1,800,959 CIP Fund 30700 25% and \$5,458,254 FM Department Funds 75%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approval of the Integrated Workforce Management Solution (IWMS) Agreement with Jones Lang Lasalle Americas, Inc. to provide and implement the Integrated Workforce Management Solution (IWMS) for five years with the option to renew for two (2) additional five (5) year renewals, for a total aggregate amount of \$7,259,213;
2. Authorize the Chair of the Board to sign three (3) copies of the Agreements on behalf of the County and direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the agreement to the Department of Facilities Management for distribution; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, a) to sign amendments that stay within the intent of the agreement and including modifications of the scope of work that stay within the intent of the Agreement and b) sign amendments to the compensation provision not to exceed the total aggregate amount of \$1,088,882 for the term of the Agreement.

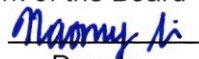
ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management 2/30/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 27, 2024
xc: FM

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 790,674	\$ 1,010,285	\$ 7,259,213	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Capital Improvement Program Fund 30700 25% and FM Department Funds 75%			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 37/38

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The request before the Board is for approval of the Integrated Workforce Management Solution (IWMS) Agreement with Jones Lang Lasalle Americas, Inc. (JLL) to provide and implement the IWMS. JLL will provide project management service and implement the County's new IWMS, including, software license, maintenance, and support services.

Facilities Management Department (FM) is an organization comprised of 9 separate divisions that support county departments and agencies occupying approximately 14 million square feet of county-owned and leased space. The Director of Facilities Management is the designated building official for county owned buildings and responsible for ensuring that county facilities are designed, constructed, operated, and maintained to standards established by the Board of Supervisors and in compliance with building code requirements and laws and statutes. The FM portfolio of professional services includes property management and acquisition, disposition, project management services, tenant improvements, space planning, energy management, custodial and maintenance services and the management and oversight of community centers and various parks.

FM completed a self-assessment to attain a better understanding of customer needs, and an evaluation of existing functionality in its current utilization of Dynamics CRM. This solution will provide improved service delivery to all customer via mobile and direct access to submit and manage work orders. IWMS will encompass work orders, space management, preventative maintenance, real estate portfolio management, capital project management, and facility assessments. The analytical dashboard will provide useful facility data to help facility managers and tenants with better decision making. IWMS will integrate with existing County systems to include Oracle PeopleSoft Financials, ServiceNow, and IT Service Management (ITSM).

JLL has proposed the Nuvolo Solution built on the ServiceNow Platform, implemented, and supported by Jones Lang LaSalle Technologies. Nuvolo includes a robust CMMS module and additional pillars necessary to support the County's requirements including Real Estate Portfolio Management, Lease Administration Management, Capital Project Management, Space Management, Facility Maintenance Management, and Sustainability in a single modern IWMS. Nuvolo provides an extensive set of pre-configured processes, user roles, reports and other functionality that will meet the department and County's needs now, and into the future.

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Impact on Residents and Businesses

There is no negative impact on residents and businesses.

Additional Fiscal Information

Initial One-Time costs of \$1,800,959 including Software Subscription and Technical Support for Fiscal Years 23/24 and 24/25 will be funded by CIP. All other ongoing costs will be funded by the Facilities Management department.

Initial Start Up:

Description:	FY 23/24	FY24/25	Total
Discovery	\$103,780	\$57,376	\$161,156
Development	\$220,899	\$264,780	\$485,679
Testing		\$103,043	\$103,043
Deployment	\$4,530	\$30,196	\$34,726
Training		\$59,200	\$59,200
Data Migration	\$7,800	\$39,000	\$46,800
Software Subscription	\$378,054	\$378,054	\$756,108
Technical Support	\$75,611	\$78,636	\$154,247
Total Costs:	\$790,674	\$1,010,285	\$1,800,959

Ongoing Cost:

Fiscal Years:	Software Subscription:	Technical Support:	Total
FY 25/26	\$378,054	\$81,781	\$459,835
FY 26/27	\$378,054	\$85,052	\$463,106
FY 27/28	\$378,054	\$88,454	\$466,508
FY 28/29	\$396,956	\$0.00	\$396,956
FY 29/30	\$396,956	\$0.00	\$396,956
FY 30/31	\$396,956	\$0.00	\$396,956
FY 31/32	\$396,956	\$0.00	\$396,956
FY 32/33	\$396,956	\$0.00	\$396,956
FY 33/34	\$416,805	\$0.00	\$416,805
FY 34/35	\$416,805	\$0.00	\$416,805
FY 35/36	\$416,805	\$0.00	\$416,805
FY 36/37	\$416,805	\$0.00	\$416,805
FY 37/38	\$416,805	\$0.00	\$416,805
Total Cost	\$5,202,967	\$255,287	\$5,458,254
Additional funding Not to Exceed total aggregate amount for future requirement			\$1,088,882

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Contract History and Price Reasonableness

The County of Riverside Purchasing, on behalf of FM, issued a Request for Proposal (RFP) #FMARC-301 on July 11, 2022, soliciting proposals for Computerized Maintenance Management Systems (CMMS) Software Solutions for Facilities Management Maintenance, Custodial, and Real Estate Divisions. Via the County of Riverside eProcurement system, Public Purchase, 1210 vendors were notified. A total of 82 companies accessed the bid documents prior to the bid closing and 6 companies attended the non -mandatory pre-bid meeting on August 17, 2022, via teleconference. When the bid closed on September 8, 2022, the county received five (5) responses. The proposals that were received included the cost for the implementation, any 3rd party expenses, training, data migration, maintenance coverage and the five (5) year software subscriptions, the prices for these services ranged from \$384,747 to \$6,618,958.

The County Evaluation Committee consisting of representatives from the Department of Facilities Management and Riverside County Information Technology (RCIT), reviewed all proposals and evaluated them based the RFP's technical requirements over the scope of service, resources, and overall cost. After the technical scoring, the evaluation committee continued to evaluate the product with the top three companies providing product demonstrations, clarifications, and answering technical questions in support of the proposed solution. The evaluation committee recommends awarding to Jones Lang Lasalle Americas Inc., as the most responsive responsible bidder for the total aggregate amount of \$7,259,213 over the next 15 years. The department is able to leverage the existing ServiceNow installation reducing the cost of future upgrades and providing a scalable system that will grow to meet the department and county's demands now and in the future.

ATTACHMENT:

1. The Integrated Workforce Management Solution Agreement with Jones Lang Lasalle Americas, Inc.



Meghan Hahn, Director of Procurement 1/31/2024



Veronica Santillan, Principal Management Analyst 2/9/2024



Jim Smith, Chief Information Officer 1/31/2024



Aaron Gettis, Deputy County Counsel 2/1/2024

INTGRATED WORKPLACE MANAGEMENT SOLUTION AGREEMENT

between

COUNTY OF RIVERSIDE

and

JONES LANG LASALLE AMERICAS, INC.



FEB 27 2024 3.17

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This Agreement, made and entered by and between JONES LANG LASALLE AMERICAS, INC, a Maryland Stock Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Exhibit B, Payment Provisions, and Exhibit C, Technical Support Service Level Agreement. The terms of this Agreement shall control in the event of a conflict between this Agreement and the attached Exhibits or Attachment I Nuvolo Use Authorization Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through February 28, 2029, with the option to renew for two (2) additional five (5) year terms, unless terminated earlier according to the terms of this Agreement. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR, including all expenses, shall not exceed one million three hundred forty-four thousand two hundred sixty-nine dollars (\$1,344,269.00) for the first year and subsequent years as listed in Exhibit B. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted

amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, and Exhibit C, Technical Support Service Level Agreement. The terms of this Agreement shall control in the event of a conflict between this Agreement and the attached Exhibits or Attachment 1 Nuvolo Use Authorization Agreement.

3.2 No price increases will be permitted during the term of this Agreement; except as listed in Exhibit B. All price decreases for similar product and services (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside, Facilities Management Department
Attn: Accounts Payable
3450 14th Street, Suite 200
Riverside, CA 92501
or Email invoices to: FM-Invoices@rivco.org

- a) Invoices can be sent electronically to FM-Invoices@rivco.org
- b) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (FMARC-20800-01-06/29); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- c) Invoices shall be rendered according to the schedule spelled out in the applicable SOW.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 60 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon fourteen (14) calendar days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement. Notwithstanding the preceding or anything to the contrary in this Agreement, in the event of COUNTY's early termination for convenience, COUNTY shall not be entitled to any refunds for pre-paid software subscription and shall be responsible for payments for the full term of software subscription as agreed in this Agreement or any applicable SOW.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

6.1 The CONTRACTOR agrees that all materials, reports or other documents in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or other documents may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6.2 COUNTY is the sole and exclusive owner of all Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" means any reports, memoranda, notes, project files, documents, manuals, and other materials developed pursuant to this Agreement specifically for COUNTY, including equipment inventories, maintenance schedules, equipment repair/replacement records, designs, drawings, specifications. Work Product does not include (i) any materials, training manuals, processes, know how or intellectual property owned or licensed by CONTRACTOR; (ii) CONTRACTOR Technology or CONTRACTOR's information technology systems or software; or (iii) derivatives, modifications, or improvements of the foregoing created by or on behalf of CONTRACTOR or its third party suppliers whether prior to or after the Effective Date (collectively, "CONTRACTOR Materials"), and

(iv) Products. CONTRACTOR hereby grants COUNTY a non-exclusive, perpetual, irrevocable, fully-paid-up, non-transferable, royalty-free license to use any CONTRACTOR Materials that are (i) incorporated in any Work Product, or (ii) necessary for the use of any Work Product. This Section shall survive any termination or expiration of this Agreement.

6.3 If any subscription to CONTRACTOR Technology provided as part of Services, CONTRACTOR hereby grants to COUNTY, during the Term, a worldwide, revocable, non-exclusive, non-sublicensable license to use and access the CONTRACTOR Technology solely for COUNTY's internal business purposes in accordance with any documentation and other materials provided by CONTRACTOR under this Agreement and applicable SOW. For purposes of this Agreement, "CONTRACTOR Technology" means the information technology systems, software, platforms and tools of CONTRACTOR, its affiliates, subsidiaries and licensors, and all intellectual property rights in any of the foregoing. Except as specifically set forth herein, no license, either express or implied, is granted by CONTRACTOR to COUNTY hereunder with respect to any CONTRACTOR Technology or the intellectual property rights appurtenant thereto. COUNTY may not: (i) reverse engineer, disassemble or decompile the CONTRACTOR Technology; (ii) sell, rent, lease, sublicense, distribute or otherwise make the CONTRACTOR Technology available to any third party by time-sharing or otherwise, except for any employees, management personnel, representatives, agents or contractors of COUNTY; (iii) modify, copy, alter or create any derivative works in or to the CONTRACTOR Technology.

6.4 For third party technology product resold hereunder, COUNTY may be required to comply with or agree to certain End User License Agreement (EULA) terms and conditions related to the Products.

6.5 All Intellectual Property Rights belonging to CONTRACTOR shall vest in and remain the property of CONTRACTOR, unless otherwise agreed to by the parties in writing.

6.6 All data entered into the software and Work Product shall remain the property of the COUNTY. Upon termination of this Agreement all COUNTY owned data will be returned to the COUNTY by CONTRACTOR within thirty (30) days in a format that is useable and able to be read without the aid of CONTRACTOR's software.

6.7 Data Export and Format: The data export must be provided in a format that is easily readable and usable by COUNTY, without the need for any proprietary software or applications owned or licensed by the CONTRACTOR.

6.9 Format Requirements: The data export must adhere to the following format requirements:

6.9.1 Data must be provided in a commonly accepted and open standard format, such as CSV (Comma-Separated Values), JSON (JavaScript Object Notation), XML (eXtensible Markup Language), or an agreed upon format.

6.9.2 The exported data should include all relevant fields and metadata necessary for COUNTY to fully understand and utilize the information without dependence on the CONTRACTOR proprietary applications.

6.10 Timely Delivery: The CONTRACTOR shall provide the data export within **30 business** days of receiving a written request from COUNTY. The export should be delivered via a secure method, ensuring the confidentiality and integrity of the data during transmission.

6.11 Verification and Testing: Upon receipt of the data export, COUNTY reserves the right to verify and test the usability and accuracy of the exported data. Any discrepancies or issues identified will be promptly addressed by the CONTRACTOR. All data exports shall be made available to COUNTY through the software built-in self-service tools.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms

of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 To the extent applicable to Services, CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall

comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Facilities Management Department
3450 14th Street, Suite 200
Riverside, CA 92501

CONTRACTOR

Jones Lang Lasalle Americas
200 East Randolph Street
Chicago, IL 60601
Attn.: Bill Barton

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

To the extent applicable, in order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify, defend (with counsel reasonably acceptable to COUNTY) and hold COUNTY harmless from any and all losses, liabilities, costs and expenses, including reasonable legal fees and court costs (except to the extent covered by insurance carried by COUNTY), arising out of

claims by third-parties and sustained or incurred by or asserted against COUNTY by reason of or to the extent arising out of CONTRACTOR's directly proven negligence, misconduct or fraud.

21.2 COUNTY agrees to defend (with counsel reasonably acceptable to CONTRACTOR), indemnify and hold harmless CONTRACTOR, its subsidiaries, affiliates and the employees, partners, officers and agents of each from and against all losses, liabilities, costs and expenses (including, without limitation, reimbursement of actual legal fees, expert witness fees and court costs) incurred either as a defendant or witness and arising out of claims by third-parties, except to the extent such losses, liabilities, costs and expenses arise out of CONTRACTOR's directly proven negligence, misconduct or fraud.

21.3 Except for liability arising out of or related to breach of confidentiality, a breach of a party's intellectual property rights or a third party claim subject to indemnification, neither party will be liable to the other for any indirect, special, incidental, punitive or consequential damages however caused and under any theory of liability, including but not limited to contract, and negligence, and whether or not it was or should have been aware of, or was advised of, the possibility of such damages. To the extent permitted by law, in no event will CONTRACTOR's total cumulative liability to COUNTY under this agreement exceed the greater of three (3x) times the total amounts paid to contractor in the 12 months preceding the claim regardless of the form of the action or the theory of recovery. Notwithstanding the foregoing, for breaches of confidentiality obligations, data breaches, or indemnification obligations, in no event will CONTRACTOR's total cumulative liability to COUNTY under this Agreement exceed \$2,000,000.00 (Two Million Dollars).

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the

State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Insurance Requirements for IT Contractor Services:

1.) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

2.) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds for cyber security.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR is solely responsible for any deductible or self-insured retention on any policy.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and copies of endorsements including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement. CONTRACTOR may resell to COUNTY third-party products, software, technology, platforms and services that have been purchased or licensed by CONTRACTOR, or CONTRACTOR's services may directly relate third-party software or products purchased or licensed by COUNTY ("Third-Party Products"). CONTRACTOR does not make any warranties, express or implied, statutory or otherwise, with respect to such Third-Party Products. COUNTY may be required to comply with or agree to certain end user license agreement terms and conditions (EULA) related to such Third-Party

Products, if applicable. In addition, CONTRACTOR shall pass through to COUNTY any applicable warranties related to such products or services. COUNTY is responsible for its own connectivity, networks, hardware and software and compliance and usage related thereto, and the cyber security of any of COUNTY's networks. Contractor shall have no liability with respect to COUNTY's cybersecurity, network access or any of the Third-Party Products."

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

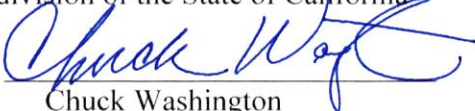
23.13 CORPORATE SIGNERS: Pursuant to California Corporations Code Section 313, signature of Chairperson of the Board, Chief Executive Officer, President, or Vice President, and the Secretary, Assistant Secretary, the Chief Financial Officer, or Assistant Treasurer is required. If providing only one signature, a resolution or other proof of delegated authority that shows signer can legally bind the corporation is required.

23.14 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California


By: 
Chuck Washington
Chair, Board of Supervisors

Dated: 02/27/2024

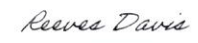
ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Kristine Bell-Valdez
Deputy County Counsel

JONES LANG LASALLE, Incorporated
a Maryland Stock Corporation

By: 
Name: Reeves Davis
Title: Senior Vice President

Dated: Jan 30, 2024

By: 
Name: Traci Doane
Title: President

Dated: Jan 30, 2024

EXHIBIT A
STATEMENT OF WORK

1. SOW Term.

1.1 SOW Term Start Date: Effective upon signature of this Agreement by both parties.

1.2 SOW Term End Date: 02/28/2029

1.2.1 Includes two (2) additional option periods of five (5) years each for software. This content is included in Section 6.1. This agreement can be amended to support services and software at the close of the initial term if COUNTY decides to execute the option.

2. Project Title.

2.1 County of Riverside Integrated Workplace Management Solution (IWMS) Implementation (FMARC-RFP-301) (the "Project").

3. Services and Deliverables.

3.1 Deliverable – Project Management

As a part of this contract, CONTRACTOR will provide Project management services to oversee the execution of the deliverables contained within this scope of work and communicate with the COUNTY Project Manager regarding all deliverables prior to commencement of all work.

3.1.1 A CONTRACTOR Project manager will manage the timeline, deliverables, and financial components of the Project.

3.1.2 A CONTRACTOR Project manager will schedule and facilitate the Project kick-off and close-out meetings.

3.1.3 A CONTRACTOR Project manager will prepare meeting minutes for all scheduled meetings or meetings where key decisions are made that will affect Project scope, schedule, or budget.

3.1.4 CONTRACTOR will develop, maintain, and adhere to a mutually agreed upon Project timeline that incorporates both CONTRACTOR and COUNTY tasks into a single accepted document that can be followed through the life cycle of the Project.

3.1.5 CONTRACTOR will utilize Smartsheet so that Project plans can be electronically sent and reviewed between parties. The Project plan will include the following components:

- a. Project tasks.
- b. Dependencies.
- c. Scheduled completion dates.
- d. Project milestone dates.

- e. Staffing assignments.
 - f. Decisions, Actions, Issues and Risks (“DAIR”) Log.
- 3.1.6 The CONTRACTOR Project manager will be the main point of contact for CONTRACTOR and will make appropriate resources available to the CONTRACTOR Project team as required.
- 3.1.7 The CONTRACTOR Project manager will perform quality assurance on any deliverables produced.
- 3.1.8 The CONTRACTOR Project manager will provide a bi-weekly (once every two weeks) status report containing the following components:
- a. Project status overview including significant accomplishments and milestones.
 - b. Tasks completed during the current reporting period.
 - c. Activities planned for the next reporting period.
 - d. Hours expended during this reporting period and total hours expended by deliverable for time and materials deliverables.
 - e. Percentage complete for fixed fee deliverables.
- 3.1.9 The CONTRACTOR Project manager will participate in a weekly teleconference to review the status of the Project with COUNTY.
- 3.1.10 The CONTRACTOR Project manager will participate in a weekly internal teleconference to review the status of the Project with the CONTRACTOR project team.
- 3.1.11 The Service Provider Project manager will provide a documented punch list of problems and resolutions for all issues owned by the Service Provider. CONTRACTOR accomplishes this by tracking and managing the Project DAIR (Decisions, Actions, Issues and Risks) log throughout the lifecycle of the Project.
- 3.1.12 The CONTRACTOR Project manager will take a lead role in tracking and obtaining resolution through the IWMS solution provider for obstacles or problems that are found within the IWMS application.
- 3.1.13 Qualifications/Exclusions.
- a. COUNTY will identify a single point of contact to act as Project manager (“PM”) to CONTRACTOR. COUNTY Project Manager should have a broad-based understanding of the Project’s immediate goals and objectives as well as a clear vision for the future of the Project. CONTRACTOR also requests that COUNTY contact(s) be able to schedule all Project events with COUNTY resources.
 - b. COUNTY will make appropriate resources available to the Project team to meet the set objectives.

- c. COUNTY will adhere to a mutually agreed upon Project timeline that incorporates both CONTRACTOR and COUNTY tasks.
- d. COUNTY Project manager will participate in a teleconference to review the status of the Project at a set interval as deemed appropriate based on the Project (daily, weekly, bi-weekly, etc.).
- e. COUNTY will provide timely decision-making regarding alternatives impacting the overall solution.
- f. The signed CONTRACTOR deliverable acceptance form will constitute acceptance for fixed fee deliverables. Any future adjustments or changes to the work product(s) will be performed under a change order or a Support Services Agreement.

3.1.14 Billing Plan.

- a. Monthly fixed fees for this deliverable will be billed in arrears until all Project deliverables are completed.
- b. Any additional extensions past the original Project timeline of 12 months will require a change order and a new billing schedule on a monthly fixed fee basis.

3.2 Deliverable – Pre-Design IWMS Immersion Sessions

3.2.1 The purpose of the IWMS immersion sessions is to familiarize the users with the out-of-the-box system functionality to provide the basis for the solution design consulting. Understanding how an IWMS system functions out-of-the-box allows for closer mapping of current business processes and best practice, thereby minimizing the potential for unnecessary customizations and/or costly configurations, as well as the long-term maintenance for the system through upgrades.

3.2.2 CONTRACTOR will conduct [8] 4-hour remote immersion sessions that will provide a detailed look at the out-of-the-box IWMS features and functionality:

- a. Facilities Asset Management (CM/PdM/PM) (Corrective Maintenance, Predictive Maintenance, and Preventive Maintenance)
- b. Custodial
- c. Facilities Services Catalog
- d. Facilities Condition Assessment
- e. Capital Improvement Projects
- f. Real Estate Management
- g. Application Reporting

3.2.3 In preparation for and prior to the immersion session(s), CONTRACTOR will set up an out-of-the-box instance of the IWMS solution for use in the immersion sessions. The IWMS environment will be available for use and reference for 30 days.

3.2.4 Qualifications/Exclusions.

- a. The immersion sessions will be delivered using a Nuvolo demo dataset.

3.2.5 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.3 Deliverable – Solution Design Consulting

The goal for this deliverable is to provide COUNTY with an opportunity to share and review their current IWMS-related processes and systems with CONTRACTOR and colleagues, and to capture the solution requirements for the system being implemented. CONTRACTOR will use the requirements defined in FMARC-RFP-301 as a baseline. COUNTY will share gaps, issues, and pain points with the current processes and systems. CONTRACTOR will gain an understanding of COUNTY's current state as well as future goals and objectives to ensure that future scopes of work are well planned to maximize the utilization of the IWMS solution in COUNTY's environment. Any potential process analysis, alignment, and mapping will be included in this stage. CONTRACTOR will then proceed to capture the required tasks, configurations, and customizations in order to achieve the desired solution.

3.3.1 Deliverables will include.

- a. Two CONTRACTOR Nuvolo experts (a solutions consultant and a technical consultant) will conduct up to [5] five days of onsite (or remote if requested) workshops to collaborate with key COUNTY stakeholders, subject matter experts ("SMEs"), and other staff responsible for using and managing existing processes.
- b. A kick-off conference between CONTRACTOR and COUNTY to discuss in further detail the topics and types of information that will be necessary to be covered in the onsite session. This conference call will drive the development of the detailed formal agenda and information checklists for the meetings as required.
- c. CONTRACTOR will develop high level checklists for information requirements that need to be prepared by COUNTY in advance of the planning sessions.
- d. Technical Requirements Review – CONTRACTOR will provide an overview of the technical requirements for any system to be implemented. This session will be focused on COUNTY's Service Now environment and requirements for deploying Nuvolo application. This may include operating system requirements/standards, database requirements/standards, security requirements/standards, process for installation, and acceptance of new systems, etc.
- e. Review of COUNTY's existing CMMS/IWMS systems and related systems (HR, Accounting/Finance, etc.).

- f. COUNTY to review the findings from the consulting sessions to ensure that all requirements have been captured accurately. An acceptance step will be required by the COUNTY prior to solutioning.

3.3.2 CONTRACTOR will conduct the planning session in accordance with the agenda to gather the necessary information for CONTRACTOR to start formulating the artifacts needed as part of the solution design. The planning session will generally cover the following topics and will be performed via conference calls and/or on-site meetings:

- a. Facilities Asset Management (CM/PdM/PM)
- b. Custodial
- c. Facilities Services Catalog
- d. Facilities Condition Assessment
- e. Capital Improvement Projects
- f. Real Estate Management
- g. Application Reporting
- h. PeopleSoft Financials (chargeable work)
- i. PeopleSoft HCM (time and labor)
- j. Service Now Asset Management

3.3.3 Qualifications/Exclusions.

- a. The consulting sessions must be orchestrated and controlled by the COUNTY primary contact(s) as well as CONTRACTOR to ensure that time is managed effectively and that the interaction among team members is conducive to effective communication.
- b. In advance of the planning sessions, COUNTY will provide CONTRACTOR with any documents developed by the COUNTY team that are relevant to the topics being discussed (requirements documentation, reference documents, Project/department organization chart, Project charter, process flow designs, data feeds, etc.)

3.3.4 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.
- b. Travel expenses for on-site services are billable to COUNTY at direct cost and are not included in the Solution Design Consulting fee. Must be in compliance with COUNTY Travel Policy D-1 ([TRAVEL REGULATIONS – GENERAL \(rivcocob.org\)](https://www.rivcocob.org))

3.4 Deliverable – Solution Design and Documentation

CONTRACTOR will create a solution design based on the requirements captured from the solution design consulting engagement. This solution design will then be documented and become the blueprint for all changes that will need to be made to the application in order to satisfy the captured requirements.

3.4.1 CONTRACTOR will deliver a solution design document detailing the following:

- a. General description and functionality of the proposed solution for the application
- b. The overall scope of the work required for the Project to be completed.
- c. Description of all necessary application configuration efforts to satisfy requirements from the consulting engagement.
- d. Description of all necessary application customization and development efforts to satisfy requirements from the consulting engagement.
- e. A technical document will be produced outlining the proposed changes from the technical standpoint. This document will speak to the details of any net new database objects and application elements (views, reports, etc.) that will be required in order to support the overall solution.
- f. Integrations will be documented to include transfer protocol, frequency, ETL requirements.

3.4.2 Qualifications/Exclusions.

- a. COUNTY will review the initial draft of the documentation and provide feedback as specified in the Project timeline. If no feedback is given within the timeframe established by the Project schedule it will be assumed that all designs and specifications are accepted and approved by COUNTY and the final draft of document will be delivered by CONTRACTOR.
- b. The solution design documentation will be used to instruct and drive the solution build phase of the Project.
- c. Updates to or new Business Process Documentation is not included in this scope.

3.4.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.5 Deliverable – Base Application Configuration

3.5.1 CONTRACTOR will configure the system based on the solution design document for the tasks listed below:

- a. Authorization and Security Management. User access, security settings, and role management.
- b. Navigation Configuration and Personalization. User navigation, menus, and user configuration.
- c. Module Access and Setup. Enabling access and configuration of modules and related background data
- d. Dashboards and Metrics. Configuration of dashboards, alerts, metrics, and trends.
- e. Application Administration. Administrative background data
- f. Notification. Email template configuration

3.5.2 Qualifications/Exclusions.

- a. Branding will be inherited from the base Service Now instance that Nuvolo is being installed against.
- b. The configuration of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the CONTRACTOR scheduled rates as per the contract and subject to an approved change order under the change management process.
- c. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to CONTRACTOR to increase the solution configuration allowance to meet the requirements of the approved solution. design

3.5.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.6 Deliverable – Application Development

3.6.1 CONTRACTOR will develop and configure the system based on the solution design document.

- a. CONTRACTOR will adhere to software development best practices reflected in the coding standards as established by CONTRACTOR or those that are most consistent with the current software development standards per Nuvolo.
- b. Software development methodology and build review cadence will be determined at the onset of the Project based on the type and scope of the Project.
- c. CONTRACTOR will maintain all development artifacts and subsequent revisions in a source code management system.

3.6.2 Qualifications/Exclusions.

- a. The modification of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the CONTRACTOR scheduled rates as per the contract and subject to an approved change order under the change management process.
- b. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to CONTRACTOR to increase the solution configuration allowance to meet the requirements of the approved solution design.

3.6.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.7 Deliverable – Add-on Module Development

3.7.1 CONTRACTOR will develop and configure the system based on the solution design document. These development efforts will be tied to the following sections:

- a. CONTRACTOR will configure Work Request Chargeback Process based on the requirements captured during Solution Design Sessions.
- b. GAAP, ASC 842, GASB 87 & GASB 96 data requirements and required reports.
- c. CONTRACTOR has included 120 hours for COUNTY defined reports. Requirements will be gathered during Solution Design Consulting and will be reconciled against the defined budget.
- d. CONTRACTOR will adhere to software development best practices reflected in the coding standards as established by CONTRACTOR or those that are most consistent with the current software development standards per Nuvolo.
- e. Software development methodology and build review cadence will be determined at the onset of the Project based on the type and scope of the Project.

3.7.2 Qualifications/Exclusions.

- a. ASC 842/GASB Lease Classifications calculations and workflow are not in scope.
- b. The modification of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the CONTRACTOR Scheduled rates as per the contract and subject to an approved change order under the change management process.
- c. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced

or a change order will be issued to CONTRACTOR to increase the solution configuration allowance to meet the requirements of the approved solution design.

3.7.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.8 Deliverable – Interface for Data Exchange

3.8.1 CONTRACTOR will configure the system based on the solution design document to be drafted after Project start. High level requirements are noted below:

Interface	Type	Data Flow	Data Transformation	Additional Notes
PeopleSoft Financials – Chargeable Work Order Transactions	Flat File or API	Push to PeopleSoft from Nuvolo via SFTP or API	COUNTY PeopleSoft team to dictate template for flat file.	Need to define batch process and error processing. Ie. if PeopleSoft rejects a line item, contact billing analyst to correct in Nuvolo and resend.
PeopleSoft Financials – Account Strings	Flat File or API	Push to Nuvolo from PeopleSoft via SFTP or API		Account strings for tagging chargeable work orders.
PeopleSoft HCM - Employee	Flat File or API	Push to Nuvolo from PeopleSoft via SFTP or API	String formatting if required	Need to define inactive employees and name change logic.
PeopleSoft (Financial or HCM) – Organizational Hierarchy	Flat File or API	Push to Nuvolo from PeopleSoft via SFTP or API	Parent Child relationship required	
PeopleSoft HCM – Labor	Flat File or API	Push to PeopleSoft from Nuvolo via SFTP or API	COUNTY PeopleSoft team to dictate template for flat file.	Frequency based on pay period schedule.
Single Sign-On				Utilizes existing ServiceNow SSO framework.

3.8.2 Prior to CONTRACTOR commencing all PeopleSoft interfaces, COUNTY will review and approve the business process and technical design after the requirements are determined.

3.8.3 Qualifications/Exclusions:

- a. Energy Integration out of scope. Reference FMARC-RFP-301 D. Maintenance Services Division Business Requirements M7.1.
- b. Service Now Integration Hub and Application Spokes are not included in this Statement of Work. COUNTY would need to purchase directly from Service Now if desired.
- c. Additional screens, forms, dashboards, custom reports, and interfaces above and beyond those provided in the solution design document will be handled on an hourly basis per the CONTRACTOR scheduled rates as per the contract and subject to an approved change order under the change management process.
- d. Requirements and interface design will be aligned with the current budget allocation for solution build. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced, or a change order will be issued to CONTRACTOR to increase the solution configuration allowance to meet the requirements of the approved solution design.
- e. Each interface from the staging (if applicable) and the production environments, will be tested against the COUNTY's staging (if applicable) and production environments, respectively.

3.8.4 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.9 Deliverable – Quality Control Testing and Defect Resolution

3.9.1 CONTRACTOR will be administering quality control measures at various milestones throughout the development lifecycle. The execution of these quality control efforts can be depicted in the following major initiatives:

- a. CONTRACTOR to conduct quality control testing for all elements that have reached completion, and ready for promotion.
- b. CONTRACTOR to conduct testing to ensure that the feature set or results are in alignment to what was defined in the solution design document.
- c. All defects will be resolved and re-tested.
- d. CONTRACTOR will declare the solution to have passed its internal quality control before packaging the deliverables to be promoted and deployed unto another environment or workspace.

3.9.2 Qualifications/Exclusions.

- a. Quality control efforts differs from the user acceptance testing in its method, approach, and audience.

3.9.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.10 Deliverable – Environment Setup

3.10.1 The installation and configuration of Nuvolo is typically performed on 3 environments (development, staging and production):

- a. CONTRACTOR will assist COUNTY's Service Now Administration team in performing 2 standard Nuvolo Installations: a new Development instance and a Staging instance.
- b. CONTRACTOR will perform basic application access tests to ensure application accessibility in COUNTY's Service Now environment.
- c. CONTRACTOR requires administrative privileges to manage deployment configuration packages.

3.10.2 Qualifications/Exclusions.

- a. COUNTY is responsible for downloading the Nuvolo deployment package and deploying. CONTRACTOR will provide SME support if required.
- b. COUNTY can deploy Nuvolo on as many non-Production Service Now instances based on application Service Now licensing. There are no additional license fees from Nuvolo for non-Production instances.
- c. If Admin privileges are not provisioned for deployment packages than additional deployment support from COUNTY Service Now Administration team will be required.
- d. Nuvolo deployment will leverage existing Single Sign-on (SSO) configuration.

3.10.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.11 Deliverable – User Acceptance Testing and Defect Resolution

CONTRACTOR will develop a user acceptance testing ("UAT") plan to facilitate the user acceptance testing process and ensure that the solution adheres to the deliverables as outlined in the solution design documentation.

3.11.1 The test plan will define the approach on how the testing will be conducted. This plan will also help identify key configurations that are outlined in the solution design documentation, its pass-fail criteria, and any corrective actions or mitigation efforts as required. The UAT plan will include the following section.

- a. UAT definition and approach.
- b. Definition of items for testing.

1. Functions/Features – Specific tasks, forms or actions critical to use cases.
2. User Story –Validate a complete business process.
- c. Pass-Fail criteria for items identified.
- d. Action or mitigation from the results of items tested.
- e. Acceptance criteria qualifications/exclusions.
- f. Defect tracking methodology and communication.
- g. CONTRACTOR will provide UAT scripts for the enhancements as outlined in the solution design document as part of the UAT deliverable.
- h. CONTRACTOR will provide a maximum of 5 user stories per functional area as part of the UAT deliverable.

3.11.2 Functional Areas identified for User Acceptance Testing:

- a. Facilities Asset Management (CM/PdM/PM) (Corrective Maintenance, Predictive Maintenance, and Preventive Maintenance)
- b. Custodial
- c. Facilities Services Catalog
- d. Facilities Condition Assessment
- e. Capital Improvement Projects
- f. Real Estate Management

3.11.3 CONTRACTOR will facilitate [3] three rounds of user acceptance testing based on the user acceptance testing plan. COUNTY will identify end users to participate in each round of user acceptance testing and ensure availability.

- a. User Acceptance Round 1 (Full Round) – CONTRACTOR will facilitate a full round of functional and user story based UAT according to the UAT plan. COUNTY will aggregate test results and submit defects. CONTRACTOR project team will triage tests results and separate into defects, training requests and new feature requests. CONTRACTOR project team will resolve defects and update project documentation accordingly.
- b. User Acceptance Round 2 (Retest Round 1 Defects) – CONTRACTOR will facilitate a second round of UAT so that COUNTY can retest defect corrections from Round 1.
- c. User Acceptance Round 3 (Final Review) – CONTRACTOR will facilitate a final round of UAT for final approval of the system.

- d. CONTRACTOR will resolve any defects through corrective measures or acceptable mitigation efforts.

3.11.4 Qualifications/Exclusions.

- a. COUNTY will review and approve the UAT plan before testing activities take place.
- b. It is the expectation that the COUNTY complies in the usage of the tools and standards that accompanies the UAT process as defined by CONTRACTOR.
- c. Unless otherwise stated, all out-of-the-box Nuvolo features and functionalities outside the scope of the solution design document will not be considered as test candidates against the UAT plan.
- d. CONTRACTOR will separate defects from enhancement requests and record them for future consideration.
- e. Unless otherwise stated, all UAT will not be performed on custom components developed outside of COUNTY's scope.

3.11.5 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.12 Deliverable – Dry Run

3.12.1 CONTRACTOR will perform a dry run on the staging environment to simulate the final production deployment to uncover and mitigate any undesirable outcome:

- a. COUNTY agrees to refresh staging environment using Service Now Clone from production.
- b. CONTRACTOR will create a Service Now Update Set (deployment package) from the provided Development environment.
- c. If application privileges are provided to CONTRACTOR, CONTRACTOR will deploy the Service Now Update Set and all system modifications into an environment with the goal of ensuring that the deployment procedures and steps are correct and complete. If privileges are not provided, COUNTY will be responsible for deploying the Service Now Update Set.
- d. CONTRACTOR will perform testing to make sure the system functions as expected after installation into the test/staging environment and referencing user acceptance plan as required.

3.12.2 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.13 Deliverable – Deployment to Production

3.13.1 CONTRACTOR will provide support to COUNTY to deploy the application and its configuration on the production environment:

- a. COUNTY will install the application package and all system modifications into the production environment with the goal of ensuring that the deployment procedures and steps are adhered.
- b. Following the installation and configuration of the production environment, CONTRACTOR will perform a basic access and login test to ensure application's readiness.
- c. CONTRACTOR will administer a go-live readiness checklist prior to deployment.
- d. CONTRACTOR to develop a communication plan for the go-live event.

3.13.2 Qualifications/Exclusions.

- a. The migration of configurations and customizations from the development or acceptance environment to production is the responsibility of COUNTY. In this context, CONTRACTOR will provide assistance as required to COUNTY to apply the deployment procedures in the production environment following approval of the test installation and completion of user acceptance testing.

3.13.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.14 Deliverable – Data Migration Plan

3.14.1 The data migration plan will provide the necessary framework to help instruct and support the efforts towards a successful data migration Project. This plan will describe the strategy, preparation, and specifications for migrating data from source system(s) to the Nuvolo system. It is assumed that the majority of the base data will come from MS Dynamics CRM.

- a. Data Migration is planned at 200 hours and will include development of data load templates and a small data test migration to perform verification before commencing with a full migration, verification and final validation and sign-off by COUNTY. The Data Migration approach assumes development of templates and loading of data with 3 rounds.

3.14.2 The development of this plan will be supported by the following activities:

- a. COUNTY will provide CONTRACTOR with samples of the source data intended for migration (excel document format).
- b. COUNTY will provide an account of the data sources' architecture and the inter-relationships amongst the data entities of concern.
- c. If data transformation or additional logic is required as part of the migration, this too will be considered and documented.

3.14.3 Qualifications/Exclusions.

- a. Historical Data Migration is out of scope for this project. COUNTY will archive MS Dynamics CRM historical data for future analysis.
- b. COUNTY will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist CONTRACTOR in their discovery and understanding of all source system data.
- c. COUNTY will review and approve the data migration plan prior to the data migration build or any related data migration activities.
- d. Sample Data Collection:
 1. The samples to be collected from COUNTY will be in a Microsoft Excel document format. each table should be represented in their own respective worksheet of the Microsoft Excel document.
 2. The samples to be collected from COUNTY are expected to be normalized. The requirements for data normalization include:
 - a. Eliminate redundant data records.
 - b. Eliminate poor, inconsistent, or incorrect naming convention.
 - c. Target columns that are denoted as unique identifiers must contain unique values.
 - d. Target columns that reference another field from another table must have a match.
 - e. Target columns that are not allowed blanks must not contain blanks.
 - f. Data must not exceed the allowable length of the target column.
 - g. Data type must match the declared type of the target column.
 3. Microsoft excel is not a relational database and does not enforce referential integrity. CONTRACTOR will do its best to provide templates with dropdowns and validated fields to ensure the consistency of the data loaded in these spreadsheets, but the inherent limitations of excel may result in data inconsistencies.
 4. It will be COUNTY's responsibility to resolve any issue with the data provided in the templates in a reasonable amount of time as to not impact the timeline.

3.14.4 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.15 Deliverable – Data Migration Build and Deployment

The data migration scripts will be created based upon the design and approach outlined in the data migration plan. The migration scripts will be ran and tested on the staging environment prior to its deployment on the production environment.

3.15.1 Data Migration Scripts.

- a. CONTRACTOR to produce a set of data migration scripts based on the data migration plan.

3.15.2 CONTRACTOR will migrate the data from the following areas:

- a. Basic Location Information (Sites, Buildings, Floors, Rooms)
- b. Organizational (Business Units, Divisions, Departments)
- c. Employee Data
- d. User and Security Data
- e. Fixed Asset Data
- f. Materials Inventory

3.15.3 CONTRACTOR will leverage Nuvolo Import Sets (native import/export tool) to import COUNTY Base Data.

3.15.4 CONTRACTOR will execute the data migration in 3 distinct phases:

- a. Initial Load – This phase will be a subset of each dataset into the environment so that COUNTY can visualize the data in Nuvolo.
- b. Test Load – This phase will be a full dataset load into Development and Staging instances to validate the import process. A validation report will be provided to COUNTY aggregating counts of each dataset successfully loaded. CONTRACTOR will adjust import process and data migration plan based on results of this phase.
- c. Production Load – This phase will be the final Production data load. A validation report will be provided to COUNTY aggregating counts of each dataset successfully loaded.

3.15.5 Qualifications/Exclusions.

- a. Standardization, Polyline nor Publishing of AutoCAD drawings is included in this Statement of Work. COUNTY will self-perform. If COUNTY would like CONTRACTOR to process AutoCAD drawings into Nuvolo, a professional services change order will be required and would be priced at \$100 per hour Time and Material, or at a fixed-fee cost that is based on square footage of the facility portfolio.

- b. COUNTY will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist CONTRACTOR in their discovery and understanding of all source system data.
- c. CONTRACTOR is not responsible for the quality of the data. If during the migration process CONTRACTOR identifies quality issues with the source data provided by COUNTY, CONTRACTOR will identify this as a risk for the Project and request a decision from COUNTY on whether the migration should continue or if a remediation plan should be implemented under the change management process.
- d. COUNTY agrees not to alter the integrity of the templates provided by CONTRACTOR as this may result in difficulties when importing the data.
- e. CONTRACTOR will be available to support COUNTY in staging of data and/or manual data entry on a time and materials basis under the terms of a separate CONTRACTOR support services Agreement.
- f. If there are business requirements that require updates to the Nuvolo database schema, those customizations will be completed during the build phase of the deployment. Only data called out from the Data Migration Plan will be imported or migrated for this deliverable.
- g. CONTRACTOR will perform a comparative analysis of the data provided by COUNTY and the data migrated into IWMS. Counts of records in each table and counts of populated fields will be compared with the quantity of data provided for the migration to ensure that all data migrated successfully.
- h. Normalization of source system data: Unless stated otherwise in the data migration plan or in the solution design document, it will be COUNTY 's responsibility to ensure that their data sources, or the delivery of their data, are normalized. The requirements for normalization include:
 - 1. Eliminate redundant data records.
 - 2. Eliminate poor, inconsistent, or incorrect naming convention.
 - 3. Target columns that are denoted as unique identifiers must contain unique values.
 - 4. Target columns that reference another field from another table must have a match.
 - 5. Target columns that are not allowed blanks must not contain blanks.
 - 6. Data must not exceed the allowable length of the target column.
 - 7. Data type must match the declared type of the target column.
- i. Any data which cannot be migrated will be provided to COUNTY with an explanation of the issue for COUNTY analysis and resolution.

- j. CONTRACTOR defines data quality control as the process of ensuring that the data that was migrated from an existing source to IWMS presents at least the same level of quality after the migration has been executed.

3.15.6 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.16 Deliverable – Prepare Training Documentation

3.16.1 CONTRACTOR will document the basic roles and tasks that will be used by the end-users in accordance with the solution design document.

- a. The documentation will be made available in Microsoft PowerPoint format.
- b. CONTRACTOR will provide a sample of the documentation for COUNTY's review and acceptance prior to the start of documentation.
- c. The following functional roles are in scope:
 1. Facilities Asset Management: Facility Manager, Engineer, Asset Manager
 2. Custodial: Facility Manager
 3. *Facilities Services Catalog: Employee Requests*
 4. *Capital Improvement Projects: Project Manager*
 5. *Real Estate Management: Lease Administrator*

3.16.2 Qualifications/Exclusions.

- a. Additional self-guided user training is provided online by Nuvolo and included with the COUNTY's license purchase.
- b. COUNTY will be responsible for additional document development beyond the procedures and functional areas listed above. Advanced business processes are not documented in the basic user training guides provided in this deliverable.
- c. Documentation is not positioned to address existing out-of-the-box features and functionalities unless stated in the solution design documentation.

3.16.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.

3.17 Deliverable – End User Training

3.17.1 CONTRACTOR will provide a class outline prior to the training sessions.

3.17.2 CONTRACTOR will conduct eight days of onsite (or remote) IWMS end-user training classes including travel:

- a. One training day consists of two [3] hour sessions (or three [2] hour sessions) plus coordination and setup time and includes travel.
- b. CONTRACTOR Project Team will work with COUNTY to decide which courses are assigned to each session. CONTRACTOR recommends repeated sessions for roles like field engineers to minimize disruption to the business and provide flexibility.

3.17.3 Qualifications/Exclusions.

- a. CONTRACTOR recommends two trainers for every 10 users to maintain proper pace during training. CONTRACTOR can provide additional trainers for larger class sizes for an additional fee.
- b. It is the responsibility of COUNTY to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the CONTRACTOR trainer. Projection equipment should be available. It is recommended that each user have a PC for hands-on experience.
- c. Hardware is not provided by CONTRACTOR to support end user training.

3.17.4 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.
- b. Additional on-site training services are billable to COUNTY at direct cost and are not included in the End User Training fee.

3.18 Deliverable – Hypercare

CONTRACTOR will provide 80 hours of support to users after the go-live to make sure that the solution is used as designed and that it supports the business objectives outlined in the solution design document.

3.18.1 Hypercare will consist of:

- a. Resolution of high-priority / emergency defects.
- b. Ad-hoc support to primary users to address functionality questions.
- c. Scheduled meetings to review concerns and answer questions.

3.18.2 Qualifications/Exclusions.

- a. Hypercare will be provided on-site (or remote if requested).
- b. After 80 hours of Hypercare support, COUNTY will be transitioned to CONTRACTOR Technical Support Maintenance.

3.18.3 Billing Plan.

- a. 100 percent of the fee will be invoiced on deliverable completion.
- b. Travel expenses for on-site services are billable to COUNTY at direct cost and are not included in the Hypercare fee.

3.19 Deliverable – Technical Support

3.19.1 Nuvolo Software Vendor Standard Support – standard software support from Nuvolo covers access to new releases, bug support, and access to the knowledge base. This unlimited support is included with the software purchase.

3.19.2 CONTRACTOR Application Technical Support – this CONTRACTOR Support extends Nuvolo’s standard support, and includes triage and oversight of issues, validating as-designed functionality, documenting errors, capturing steps to reproduce errors, and interfacing with the software vendor (Nuvolo) on the County’s behalf. The CONTRACTOR team will serve as a single point of accountability for support of the overall system. Application Technical Support includes unlimited calls at a fixed fee monthly rate. CONTRACTOR will provide end user technical support for the term of the maintenance plan.

As part of CONTRACTOR’s Application Technical Support, the County will receive the following support:

- a. Access to CONTRACTOR’s technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of Nuvolo.
- b. Access to CONTRACTOR’s technical support engineers via phone or web for resolution of system problems or errors directly related to integrations with Nuvolo.
- c. Access to CONTRACTOR’s technical support engineers via phone or web for basic configuration and reporting enhancements.

3.19.3 CONTRACTOR Enhanced Support – includes minor development, configuration and customization work. For example, this includes CONTRACTOR development and testing to enhance business workflows, improve reports, or optimize approval processes.

Eight hours per month of Enhanced Support have been included, and will be billed monthly, as hours are consumed. If additional Enhanced Support hours are required beyond the 96 hours allotted for the year, they can be billed on a T&M basis per our standard rate at the time of occurrence. Our current rate for additional support is \$215/hour. These rates are adjusted periodically and CONTRACTOR would notify COUNTY prior to any increase in rates. Our approach to estimating the number of hours needed for Enhanced Support is to do an annual review, at which time we can evaluate the number of hours used and adjust accordingly for the next year.

- a. Each subsequent year has a 4% year over year increase.

3.19.4 Qualifications/Exclusions.

- a. Assumes COUNTY’s software is standard out-of-the-box Nuvolo or was configured/modified by CONTRACTOR.
- b. CONTRACTOR’s standard technical support hours are Monday through Friday, 8:00 am to 5:00 pm Pacific Time Zone (UTC -08:00):
 - 1. + 1 888 391 9166
 - 2. Email: support-ds@jll.com
- c. Excludes technical support for COUNTY created programmatic functions including workflow, javascript, xml, and java. CONTRACTOR offers additional support programs for programmatic technical support, mentoring, and training.

3.19.5 Billing Plan.

- a. The CONTRACTOR technical support maintenance plan will be billed in two parts: the standard technical support will be billed monthly as a fixed fee and the extended support portion will be billed monthly, on a time and materials basis, based on what is used each month.
- b. Travel expenses for on-site services are billable to COUNTY at direct cost and are not included in the technical support maintenance plan fee.

4. COUNTY Roles and Responsibilities.

Role	Deliverable	Description	Time
Executive Sponsor		Attend steering committee meetings and provide executive direction as needed; serve as a conduit for escalation between COUNTY and CONTRACTOR leadership.	1 hour per month
Project Manager		Manages project team and implementation, coordinates efforts, and liaises between CONTRACTOR and stakeholders.	8 hours per week
Business Subject Matter Experts	Solution Design User Acceptance Testing End User Training	Attend steering committee, stakeholder, and requirement planning meetings; act as a reviewer for defined solution requirements.	8 hours per week during applicable deliverables
Technical Analysts	Environment Setup Solution Design Deployment Integrations Data Migration	Service Now Administrators and Analysts will be required to support the system design, deployment and data loading.	4 hours per week during applicable deliverables

5. Schedule.

Proposed Project Schedule		Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25
Project Management	3.1 Project Management	[Active]											
Solution Design	3.2 Pre-Design IWMS Immersion Sessions	[Active]											
	3.3 Solution Design Consulting	[Active]											
	3.4 Solution Design Documentation	[Active]											
Solution Build	3.5 Base Application Configuration	[Active]											
	3.6 Application Development	[Active]											
	3.7 Add-on Module Development	[Active]											
	3.8 Interfaces for Data Exchange	[Active]											
	3.9 Quality Control Testing & Defect Resolution	[Active]											
Infrastructure Installation & Configuration	3.10 Environment Setup	[Active]											
Solution Testing & Deployment	3.11 User Acceptance Testing & Defect Resolution	[Active]											
	3.12 Dry Run	[Active]											
	3.13 Deployment to Production	[Active]											
Data Population	3.14 Data Migration Plan	[Active]											
	3.15 Data Migration Build and Deployment	[Active]											
Training & Go Live Assistance	3.16 Prepare Training Documentation	[Active]											
	3.17 End User Training	[Active]											
	3.18 Hypercare	[Active]											

EXHIBIT B
PAYMENT PROVISIONS

1. Pricing.

1.1 Nuvolo Licensing.

This Agreement pertains to licensing of Nuvolo software via annual subscription to be used within COUNTY's existing ServiceNow instance. Licensing includes a provision for one Production instance as well as supporting non-production instances.

The quote provided includes the following Nuvolo Scoped Applications and the corresponding Use Right Type and Count.

1.1.1 Maintenance and Asset Management; Use Right Type: Fulfiller; 400 Fulfillers. Included are Warehouse & Inventory Fulfillers. Unit cost for additional purchase: \$323.46/unit.

1.1.2 Space Management; Use Right Type: Employee; 24,000 Employees. Unit cost for additional purchase: \$0.86/unit.

1.1.3 Portfolio Management; Use Right Type: Site; 1,100 Site Count. Unit cost for additional purchase: \$85.86/unit.

1.1.4 Capital Planning; Use Right Type: Site; 700 Site Count. Unit cost for additional purchase: \$85.86/unit.

1.1.5 Project Management; Use Right Type: Site; 700 Sites Count. Unit cost for additional purchase: \$85.86/unit.

1.1.6 Sustainability Management; Use Right Type: Site; 700 Site Count. Unit cost for additional purchase: \$53.46/unit.

** Note: Nuvolo uses the more generic term "site" to cover a spectrum of addressable work locations. Most often this is equivalent to a building or structure.

1.2 All Travel pertaining to this agreement must be in compliance with COUNTY Travel Policy D-1 ([TRAVEL REGULATIONS – GENERAL \(rivcocob.org\)](#))

1.3 Estimated Billing Plan.

1.3.1 Estimated Billing Plan is based on proposed project schedule. Adjustments to the project schedule will impact and completion of milestones will impact billing.

1.3.2 CONTRACTOR will meet with the COUNTY on a monthly basis for a pre-billing session where the CONTRACTOR will demonstrate the completion of each deliverable for that billing period for COUNTY verification and approval.

Table 1 Professional Services Pricing:

Enterprise Services Summary				
Deliverable Type:	Activity / Deliverable Description:	Billing Type:	Total Fee:	Total Hours:
Project Management	3.1 Project Management	Monthly Fixed Fee	\$98,358	520
Solution Design	3.2 Pre-Design IWMS Immersion Sessions	Fixed Fee	\$6,052	32
	3.3 Solution Design Consulting	Fixed Fee	\$22,698	120
	3.4 Solution Design Documentation	Fixed Fee	\$34,048	180
Solution Build	3.5 Base Application Configuration	Fixed Fee	\$30,260	160
	3.6 Application Development	Fixed Fee	\$374,472	1,980
	3.7 Add-on Module Development	Fixed Fee	\$22,696	120
	3.8 Interfaces for Data Exchange	Fixed Fee	\$58,251	308
Infrastructure Installation & Configuration	3.9 Quality Control Testing & Defect Resolution	Fixed Fee	\$48,568	257
	3.10 Environment Setup	Fixed Fee	\$4,530	24
Solution Testing & Deployment	3.11 User Acceptance Testing & Defect Resolution	Fixed Fee	\$54,475	288
	3.12 Dry Run	Fixed Fee	\$7,549	40
	3.13 Deployment to Production	Fixed Fee	\$7,549	40
Data Population	3.14 Data Migration Plan	Fixed Fee	\$7,800	40
	3.15 Data Migration Build and Deployment	Fixed Fee	\$39,000	200
Training & Go Live Assistance	3.16 Prepare Training Documentation	Fixed Fee	\$31,200	160
	3.17 End User Training	Fixed Fee	\$28,000	144
	3.18 Hypercare	Fixed Fee	\$15,098	80
Subtotal:			\$890,604	4,693

Table 2 Software Subscription Pricing:

Item	Annual Subscription Cost
(Software subscriptions will include unlimited users and all licensing, patches, updates, upgrades, maintenance and support)	
Year 1	\$ 378,054
Year 2	\$ 378,054
Year 3	\$ 378,054
Year 4	\$ 378,054
Year 5	\$ 378,054
Optional Year 6	\$ 396,956
Optional Year 7	\$ 396,956
Optional Year 8	\$ 396,956
Optional Year 9	\$ 396,956
Optional Year 10	\$ 396,956
Optional Year 11	\$ 416,805
Optional Year 12	\$ 416,805
Optional Year 13	\$ 416,805
Optional Year 14	\$ 416,805
Optional Year 15	\$ 416,805

Table 3 Technical Support Pricing*:

Support Deliverable	Monthly Hours	Rate	Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total
Nuvolo Software Vendor Standard Support	Unlimited	Included with software subscription	\$0	\$0	\$0	\$0	\$0
CONTRACTOR Application Technical Support	Unlimited	\$4,581 / billed monthly	\$54,971	\$57,170	\$59,457	\$61,835	\$64,308
CONTRACTOR Enhanced Support	8 hours / month	\$215 / hour billed as consumed	\$20,640	\$21,466	\$22,325	\$23,218	\$24,147
TOTAL			\$75,611	\$78,636	\$81,782	\$85,053	\$88,455

*Contractor reserves the right to increase Technical Support Pricing beyond Year 5 by either 4% annually or annualized inflation rate as posted by Bureau of Labor Statistics, whichever is greater.

Table 4 Billing Schedule:

Proposed Billing Schedule																
Deliverable	Riverside Line Items	Riverside Sub-Totals	Line Item Total Amount	Total Hours	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Project Management			\$98,358.00	520	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50	\$8,196.50
Pre-Design IWMS Immersion Sessions	Discovery	\$161,156.00	\$6,052.00	32	\$6,052.00											
Solution Design Consulting			\$22,698.00	120		\$22,698.00										
Solution Design Documentation			\$34,048.00	180		\$17,024.00	\$17,024.00									
Base Application Configuration			\$30,260.00	160				\$15,130.00	\$15,130.00							
Application Development	Development	\$485,679.00	\$374,472.00	1,980				\$62,412.00	\$62,412.00	\$62,412.00	\$62,412.00	\$62,412.00	\$62,412.00	\$62,412.00		
Add-on Module Development			\$22,696.00	120				\$3,782.00	\$3,782.00	\$3,783.00	\$3,783.00	\$3,783.00	\$3,783.00			
Interfaces for Data Exchange			\$58,251.00	308		\$19,417.00	\$19,417.00	\$19,417.00								
Quality Control Testing & Defect Resolution	Testing	\$103,043.00	\$48,568.00	257							\$24,284.00	\$24,284.00				
Environment Setup	Deployment	\$34,726.00	\$4,530.00	24	\$4,530.00											
User Acceptance Testing & Defect Resolution	Testing		\$54,475.00	288								\$18,158.00	\$18,158.00	\$18,159.00		
Dry Run	Deployment		\$7,549.00	40											\$7,549.00	
Deployment to Production	Deployment		\$7,549.00	40											\$7,549.00	
Data Migration Plan	Data Migration	\$46,800.00	\$7,800.00	40		\$7,800.00										
Data Migration Build and Deployment			\$39,000.00	200								\$19,500.00				\$19,500.00
Prepare Training Documentation	Training	\$59,200.00	\$31,200.00	160								\$31,200.00				
End User Training			\$28,000.00	144												\$28,000.00
Hypercare	Deployment		\$15,098.00	80												\$15,098.00
Total Pricing Summary			\$890,604.00	4,613	\$18,778.50	\$67,335.50	\$52,437.50	\$108,937.50	\$89,520.50	\$74,391.50	\$74,391.50	\$98,675.50	\$167,533.50	\$26,354.50	\$41,453.50	\$70,794.50

Table 5 Out of Scope Hourly Rates:

These rates are valid for additional services procured in 2024; all subsequent years will depend on the published rate card for the period.

Job Title	Hourly Rate
CAD/CAFM Specialist	\$100
Project Manager	\$215
Application Analyst	\$225
Developer	\$225
Senior Application Analyst	\$235
Senior Developer	\$235
Program Manager	\$250
Technical Architect	\$250

2. Miscellaneous.

- 2.1 CONTRACTOR reserves the right to increase Technical Support Pricing beyond Year 5 by 4% annually or annualized inflation rate as posted by Bureau of Labor Statistics, whichever is greater.
- 2.2 Warranty. The following warranty will apply to all services: CONTRACTOR warrants solely that the services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable in this SOW. Unless otherwise agreed to in this statement of work, COUNTY's sole and exclusive remedy and CONTRACTOR's entire

obligation hereunder will be to perform or re-perform the services that are the subject of a claim. COUNTY will notify CONTRACTOR of warranty claim when the issue arises but not later than 60 days after the invoice date to fall within the parameters of the warranty.

- 2.3 Change Order. In the event that any services or products not included in this statement of work are requested by COUNTY or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. COUNTY agrees to follow the change order process.
- 2.4 CONTRACTOR is reselling Third-Party Products and will pass through to COUNTY the Nuvolo end user license Agreement terms and conditions (EULA) in an attached PDF.

EXHIBIT C
Technical Support Service Level Agreement

This Technical Support Service Level Agreement (“SLA”) sets forth the obligations of Jones Lang LaSalle Americas, Inc. or its affiliates (“JLL”) in relation to its technical support service.

1. SERVICE AVAILABILITY.

- 1.1 JLL will respond to support requests during JLL’s standard technical support hours: Monday through Friday, 11:00 pm to 5:00 pm PST (“**Technical Support Hours**”) except for JLL-recognized holidays.

2. COMMUNICATION.

- 2.1 JLL will provide the following support via:

2.1.1 Web Portal Support.

- a. JLL support is available 24/7 via the JLL web portal online questionnaire form. Online requests can record ticket details for ticket creation and execution during Technical Support Hours.

<https://support-ds.jll.com>

2.1.2 Phone Support.

- a. JLL support team members are available during Technical Support Hours via regional toll-free JLL support phone numbers. After Technical Support Hours or when all JLL support team members are answering other calls, the phone lines have voicemail to record ticket details for ticket creation and execution during Technical Support Hours.

1 888 391 9166 / USA and Canada

2.1.3 Email Support

- a. JLL support is available 24/7 via the JLL support email address. After Technical Support Hours, emails can record ticket details for ticket creation and execution during Technical Support Hours.

support-ds@am.jll.com

2.2 Language.

- 2.2.1 JLL will provide all communications in English.

- 2.2.2 The Technical Support team will maintain clear and open communication with customers throughout the support process.

2.3 Ticketing System.

- 2.3.1 JLL will utilize JLL’s ticketing system.

3. CASE/TICKET TYPE

- 3.1 Incident – Incident tickets document system functionality not working as planned for end users. These tickets initiate a reactive response from JLL to investigate, troubleshoot, and resolve the issue(s) to restore the expected system functionality.

- 3.2 Question/Task/Service Request – Service request tickets document user-submitted requests for assistance to utilize existing functionality. These tickets initiate a reactive response from JLL

to teach users how to utilize existing functionality, demonstrate its usage, and, when security permissions allow, perform necessary tasks on behalf of the user.

- 3.3** Enhancement: Enhancement tickets document requests for new functionality, changes to existing functionality, enhancements, or level of effort (LOE) estimates on enhancements. Enhancement ticket management is not included in this SLA and can be ordered at an additional cost.

4. CASE/TICKET PRIORITY.

- 4.1** Urgent: Urgent tickets are issues that have a severe impact on the customer's major business processes, and/or when Customer's critical system(s) are down. Examples not limited to the following include:

- 4.1.1 System outage or complete loss of service
- 4.1.2 Loss of a primary business function for a majority of users (not limited to a select group)
- 4.1.3 Critical security issues
- 4.1.4 Major data loss or corruption
- 4.1.5 Critical application errors affecting key business processes

- 4.2** High: High tickets are issues that have a significant impact on the customer's business where a major component of Customer's ability to operate is affected but other aspects of the business can continue, and a temporary workaround is available. Examples not limited to the following include:

- 4.2.1 Sustained (greater than 5 minutes) application performance lag
- 4.2.2 Loss of functionality in a critical area

- 4.3** Normal: Normal tickets are issues that have a moderate impact on the customer's business with workarounds available. Examples not limited to the following include:

- 4.3.1 Non-critical application errors affecting non-critical business processes
- 4.3.2 User administration and access issues
- 4.3.3 Minor software bugs with workarounds available
- 4.3.4 Issues with existing reports
- 4.3.5 Basic data correction

- 4.4** Low: Low tickets are issues that have a minor impact on the customer's business. Examples not limited to the following include:

- 4.4.1 Cosmetic issues or minor bugs
- 4.4.2 Questions about product functionality or usage
- 4.4.3 Requests for documentation or training materials
- 4.4.4 General inquiries or feedback

5. INITIAL RESPONSE TIME.

- 5.1** JLL will respond to support request within the specified time frame, which will depend on the severity of the issue.

- 5.1.1 Urgent issues will be responded to within 15 minutes during Technical Support Hours.

- 5.1.2 High issues will be responded to within 2 hours during Technical Support Hours.
- 5.1.3 Normal issues will be responded to within 4 hours during Technical Support Hours.
- 5.1.4 Low issues will be responded to within 8 hours during Technical Support Hours.

6. TARGET RESOLUTION TIME.

- 6.1 JLL will work to resolve issues in a timely manner and will provide regular updates on the status of the issue. The resolution time will depend on the severity of the issue and may be longer than the response time.
 - 6.1.1 Urgent issues will be resolved within 1 business day during Technical Support Hours.
 - 6.1.2 High issues will be resolved within 2 business days during Technical Support Hours.
 - 6.1.3 Normal issues will be resolved within 3 business days during Technical Support Hours.
 - 6.1.4 Low issues will be resolved within 5 business days during Technical Support Hours.
 - 6.1.5 Resolution times for enhancement tickets are covered under a separate Statement of Work.

7. ESCALATION.

- 7.1 If an issue cannot be resolved within the specified time frame, JLL will escalate to a higher level of support or management.

8. REPORTING.

- 8.1 JLL will provide regular reports on the status of support requests and the overall performance of the support team.

9. MAINTENANCE.

- 9.1 JLL will inform customers of any planned maintenance that may affect service availability and will work to minimize the impact on customers.

10. QUALIFICATIONS AND EXCLUSIONS

- 10.1 JLL will complete application troubleshooting to determine if the issue is within the application or hosting and infrastructure. Issues that involve hosting and infrastructure are covered under a separate SLA. If on-premises or third-party hosted, JLL will pass information to the Customer or vendor team for their investigation.
- 10.2 For issues that involve third parties, JLL will make all reasonable efforts to communicate updates and resolve such issues with any third parties as required.
- 10.3 Target resolution time is based on JLL ticket analysis and available hours. Any delays caused by Customer and / or third parties will be exempted from the target resolution time.
- 10.4 JLL is not responsible for traditional tier 1 customer-owned IT issues (hardware, client software, local networking, etc.). JLL will redirect these issues back to Customer's tier 1 IT support.
- 10.5 Requests for new functionality, changes to existing functionality, enhancements, and training are covered under a separate Statement of Work.

Attachment 1

NUVOLO USE AUTHORIZATION AGREEMENT

Seven (7) pages attached to this Agreement.

Attachment 2

NUVOLO CUSTOMER SUPPORT POLICY

Two (2) pages attached to this Agreement.

Attachment 3

NUVOLO UPGRADE POLICY

One (1) page attached to this Agreement.

Attachment 4

NUVOLO PRIVACY

Five (5) pages attached to this Agreement.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2022-11799		
Requested Purchase:	FM Computerized Maintenance Management System (CMMS) Solution		
Department/Agency:	Facilities Management		
Primary Contact/Phone:	Rebecca McCray	Alternate Contact/Phone:	Rose Salgado/
Purchase Request Type:			
Describe Requested Purchase:	Facilities Management is seeking to procure and implement a single enterprise-wide comprehensive Computerized Maintenance Management System (CMMS) that provides the ability to manage County properties, including lease administration, routine and preventative maintenance, property management work tasks, regulatory compliance activities, space requests and space plans, tracking of vacant space, and ability to analyze productivity and timely completion of all facility related service requests. The system will also serve as a repository of all building system and equipment warranties, manuals, and plans.		
Terms:	<p>Is this a Multi Year Contract?: True</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Tems and Conditions: Length of Contract: TBD</p> <p>Start Date: TBD</p> <p>End Date: TBD</p> <p>Special Terms and Conditions: TBD</p>		
Business Needs Addressed:	<p>Facilities Management's primary goals are to achieve an advanced level of customer service, increase integration between existing County systems to improve efficiency and effectiveness of the business workflows, and to improve customer transparency into Facilities Management processes of the Building Maintenance Services, Custodial Services, and Real Estate Division.</p> <p>The CMMS solution will have the ability to produce a comprehensive list of all County owned and leased facilities, department space allocation, move requests, view and track all maintenance and custodial tasks, building plans, modifications, and warranties, and customer surveys in a single web-based software system providing real-time communications and electronic documentation, project transparency and accountability, increase efficiency by reducing paper records and other manual processes, and enhanced customer experience and satisfaction. The objective is to provide a more accurate and efficient ability to track and report owned and leased facilities, maintenance and building improvements, work tasks, custodial services, space occupancy and vacancies, and customer feedback.</p> <p>The CMMS will have the ability to process, track, monitor with required fields inherent and developed timelines built within the CMMS, and will ideally contain escalating notices automatically, and provide the ability to generate reports to respective Supervisors and Managers to ensure staff accountability. For ongoing reporting purposes, the CMMS solution will have the ability to capture labor hours by work orders and allocate labor hours and expenses to building numbers. The software would also include the ability to allocate costs to departments based on occupied space.</p>		
Are there other county systems that provide the same functionality?	No		
Business Criticality:	Run the Business, Grow the Business, Transform the Business		
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies		

Current Cost itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
CMMS Solution	Software - New Purchase	Unknown	1	\$150,000.00	\$150,000.00		\$150,000.00
Total:							\$150,000.00



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Annual Costs

Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
Total:				

Grand Total: \$150,000.00

Accounting String

To be completed for pass-thru purchases that will be processed by RCIT Only

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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Department Head or Authorized Designee Signature: Rose Salgado	Date: 6/22/2022 8:30 AM
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RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended: Yes	By: Martin Perez	Date: 6/30/2022
Denial Explanation:		

ACIO Review - ACIO Review Status

Recommended:	BY:	Date:
Denial Explanation:		

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended:	By:	Date:
Denial Explanation:		

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended: Approved	By: <i>Darryl Polk</i>	Date: July 6, 2022
Denial Explanation:		