AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
APPLIED DATA SYSTEMS, INC.
FOR FACILITIES ASSET MANAGEMENT SOFTWARE
RFP #14-0428

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Applied Data Systems, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #14-428, for procurement of a software package to assist Lake County Facilities Management with managing all activities associated with facility maintenance, asset management, and associated activities being completed in buildings operated by the County; and

WHEREAS, the CONSULTANT desires to provide such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide the Scope of Services set forth **Exhibit A**, attached hereto and incorporated herein by reference. The parties agree that in the event the Scope of Services conflicts with the Solution, the requirement most favorable to the COUNTY, as determined by the COUNTY, shall control. **The CONSULTANT agrees and understands that the COUNTY expects a fully operational Facilities Management Program, and that the Scope of Services and Solution are a material component to this Agreement. The CONSULTANT shall provide the Scope of Services and Solution as detailed herein, and shall use its best efforts to insure that the COUNTY has a fully operational Facilities Management Program, within the constraints imposed by those parts of the overall system not provided under this Agreement. Failure to so provide a fully operational integrated system shall be deemed a breach of this Agreement.**

2.2 This Agreement shall be effective for sixty (60) months immediately following the date of execution of the Agreement by the COUNTY. The CONSULTANT shall supply the identified product, implement the system, including migrating existing COUNTY data, and support the product and system. The CONSULTANT shall additionally train the COUNTY staff, and other responsible personnel in regards to the capabilities and the proper usage of the software. The performance period shall commence upon issuance of the Notice to Proceed and CONSULTANT shall have all existing COUNTY data migrated, and the system fully functional within **forty-five (45) days** after issuance of the Notice to

Proceed, unless such time is extended by mutual agreement of the parties. Support and hosting shall then be provided by the CONSULTANT as set forth in **Exhibit A**.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.5 Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 The total contract amount shall not exceed **$57,927.20**, excluding any optional items as specified in **Exhibit A**. CONSULTANT'S hourly rates are set forth in **Exhibit B**, attached hereto and incorporated herein by reference. Hourly rates shall only be used for items not included in the total contract amount and if requested by the County.

3.2 Invoices shall be submitted in duplicate to Kristian Swenson, Director, Facilities and Fleet Management , at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner

will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the fee set forth in Section 3.1 above, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
Or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY; provided, however, that proprietary information shall remain the property of the CONSULTANT. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all non-proprietary Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records,

drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.10 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Accident Prevention and Barricades. This section is intentionally deleted.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.14 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.15 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to

solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.16 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

5.19 Clean-Up. This section intentionally deleted.

5.20 Risk of Loss.

A. The CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONSULTANT, and until delivery to, and acceptance of, that property to the COUNTY. The CONSULTANT shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONSULTANT or a third party.

B. The CONSULTANT shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONSULTANT shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.21 Patents and Royalties.

A. The CONSULTANT, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the CONSULTANT. The CONSULTANT has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONSULTANT or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONSULTANT may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the CONSULTANT and receive full reimbursement of all monies paid to the CONSULTANT). If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONSULTANT will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the CONSULTANT under the contract infringes a patent, industrial design, or any other similar right, and the CONSULTANT will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the CONSULTANT will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the CONSULTANT will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:	If to COUNTY:
Tim Morgan, VP 411 North Donnelly Street Mt. Dora, Florida 32757	County Manager Lake County Administration Building 315 West Main Street, Suite 308 Post Office Box 7800 Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A	Scope of Services
Exhibit B	Hourly Rate Schedule

{Remainder of page left intentionally blank.}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 24 day of March, 2015, and by CONSULTANT through its duly authorized representative.

CONSULTANT
Applied Data Systems, Inc.

James Filippi, President

This 6th day of March, 2015.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Jimmy Conner
Chairman

This 24th day of March, 2015.

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A SCOPE OF SERVICES

APPLIED DATA SYSTEMS
INCORPORATED

Lake County, Florida
STATEMENT OF WORK #01

Date: 3/6/2015

Project: ARCHIBUS Web Central

This SOW is subject to the terms and conditions of the Master Services Agreement between ADSI and Lake County, FL dated _____.

1. **Executive Summary:**

Lake County currently has approximately 1,862,930 square feet of space in 134 buildings. The County must have the capability to manage the inventory of all components of the building footprints, the composition of their construction, building and equipment maintenance, small to large renovations, departmental moves, parts inventory control, addition of new buildings, and all other associated aspects of facilities management.

Lake County currently uses Express Maintenance as a work order delivery system. It Has been determined that the existing system does not have the capabilities to meet the County's needs.

In 2014, Lake County released a solicitation whose purpose was to identify and acquire a software package to assist Lake County Facilities Management with managing all activities associated with facility maintenance, asset management, and associated activities being completed in buildings operated by the Board of County Commissioners. The software should support project management, plan and schedule resources, report project status, setup notifications and approvals through workflows.

Applied Data systems, Inc. responded to the solicitation and after review of the response and oral presentation Lake County selected Applied Data Systems and the ARCHIBUS application as the best fit for the County.

2. **Project Overview:**

Applied Data Systems will provide Lake County a solution that will be web based. ADSI will also migrate data that is approved for migration, including work order and asset information, from the County's Express Maintenance system to the new CMMS system.

Also included in the project is the creation of an implementation plan, and three days of training.

After implementation, ongoing technical support and software updates to provide for bug fixes and product enhancements. Software updates and patches will be coordinated with Lake County IT to ensure that change management policies are followed.

3. **Project Description:**

The defined software configuration consists of the latest shipping version of ARCHIBUS (currently V21.3) a Core Web Central, 10 Concurrent users for the following domains:

ARCHIBUS Software Activities

1. Web Central Core Program
2. Asset Portal
3. Bundled Package - On Demand Work + Preventive Maintenance
4. Smart Client Extension for AutoCAD & Revit
5. ACPs - 10 Concurrent User Package
6. ADSI Multi Storeroom

It is our understanding that the object is to deploy this application as "out of the box" as possible with limited customized programming. It is also our understanding that this project consists of the following.

A) **Acquire** and integrate ARCHIBUS Activities in an environment hosted by ADSI.
B) **Standardization** for identifying a common set of data practices and data.
C) **Convert** selected elements of the existing applications into ARCHIBUS.
D) **Deploy** includes security, roles, processes, interfaces, responsibilities, dataflow, workflow and reporting.
E) **Training** will be broken up into several sessions that will concentrate on roles, with an overview of the system and system administration functions. This will allow training to be streamlined and will focus on the user's tasks. Users who have several process navigators and tasks that span multiple roles will be involved with these training sessions.
F) **Support** is provided during and post production deployment.

4. Project Deliverables:

The deliverables for this project include software licensing, software subscription, ADSI software for multi-storeroom support. It will also include implementation services and an Implementation Plan document as well as data migration and training.

A CAD demonstration project where one building with multiple floors will be catalogued in the ARCHIBUS application to build the location data into the building operations activities.

This project will also provide for technical support on an on-demand basis beginning 60 days after the Go Live date.

Applied Data Systems will provide the following price commitments to Lake County that will be valid for 5 years from the date of the contract.

- Training is priced at $1,200 per day
- Polylining existing CAD drawings with no field verification $0.03 per gross square foot of building area as shown by the exterior Gross polyline in the database
- The price for upgrading to the next version, after V21.3 is set at $295 per month. The $295 per month will begin on the first anniversary of the contract, and may be paid annually at the County's option
- Technical support will be provided at no cost for the first 60 days after the "Go Live date.
- Subsequent to that a 20 hour technical support agreement is priced at $2,835 with the hours valid for 2 years.

5. Not Included In This SOW:

The proposed work does not include the following:

- Deliverables not specifically noted in the SOW
- Data Repair is not part of this SOW
- Modifications to any ARCHIBUS Module or Activity outside of specified in the project deliverables
- Upgrades for customizations that are ordered, unless specifically identified.
- Modification to existing reports unless specified in the project deliverables.
- Training manuals are not customized nor created for this project

ADSI has made every effort to be as inclusive as possible in this SOW; however we understand that all potential deliverables may not have been fully documented. Therefore, the pricing shown is only for the specific items identified as included in this scope of work. Any additions or changes to the scope will be handled through our change management

process which will include making a specific request for the change and allowing ADSI to price the change for acceptance. Changes to the scope will only be performed after a signed change order is received.

6. Other Assumptions

Programming customizations will be priced in a separate SOW if identified as a result of the data gathering phase of the project.

7. Deliverables Price Schedule:

Milestone/Activity	Deliverables	Delivery Date	Cost
ARCHIBUS Software	Software License Disk	Within 7 days of approved SOW and authorization to proceed	$ 34,294.00
ARCHIBUS Software Subscription	Software Configuration page with Software Subscription noted.	Within 7 days of approved SOW and authorization to proceed	$ 4,482.00
Installation & Configuration	ARCHIBUS Application accessible by County perasonnel	Within 7days from receiving the Software.	$ 3,000.00
Professional Services	Implementation Plan	Within 21 days from receiving the Software.	$ 6,000.00
Data Conversion	Data accessible in County's production database.	Within 15 days from completion of the data migration	$ 6,000.00
Training	3 Days of Training	Within 15 days from completion of the data migration	$ 3,600.00
Demonstration Drawing	Polylined & Catalogued	Within 15 days of receiving underlying drawing	$ 3,600.00
		Sub TOTAL	**$ 60,976.00**
		Less 5% Discount	**<$ 3,048.80>**
		Total	**$ 57,927.20**

APPLIED DATA SYSTEMS
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8. Total Price:
The price for this Statement of Work for the first year is $57,927.20 with annual recurring fees of $4,482 per year. Each invoice for this Statement of work will contain the 5% discount on that invoice.

9. Change Management
Project change management will be performed by Lake County staff in collaboration with ADSI throughout the project.

10. Client Obligations:
Client and ADSI will perform in a timely manner to expedite the progress of this time-sensitive project.

Commencement of work is contingent upon the acceptance of this Statement of Work.

SIGNATURES

Applied Data Systems, Inc.	Lake County, Florida
(Signature)	(Signature)
James Filippi	(Name)
President	(Title)
3/6/2015 (Date)	(Date)

EXHIBIT B HOURLY RATES

Exhibit B

Applied Data Systems, Inc. 2015 Pricelist - Standard Services

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Service/Product	Unit	Retail Rate
Hourly/Daily Rates		
Program Director/Principal	Hour	$ 262.50
Senior Program Manager	Hour	$ 236.25
Program Manager	Hour	$ 183.75
Senior Software Engineer	Hour	$ 157.50
Business Process Analyst	Hour	$ 157.50
Application Specialist	Hour	$ 131.25
Database Administrator	Hour	$ 157.50
Project Management	Hour	$ 183.75
Web Development	Hour	$ 141.75
Technician	Hour	$ 105.00
CAD Drafting	Hour	$ 89.25
Basic Space Training	Hour	$ 150.00
Basic Space Training On-Site	Day + Travel	$ 1,200.00
Administrative Support	Hour	$ 71.50
Field Verification (per person)	Hour	$ 78.75
Technical Support On Demand	Hour	$ 157.50
Jim Filippi On-Site Consulting	Day + Travel	$ 2,100.00
Business Process Consulting	Day + Travel	$ 1,890.00
CAD Services		
Space Polylines All Room Inventory w/verified CAD Drawings	Gross Square Ft	$ 0.03000
Space Polylines All Room Inventory w/verified Paper Plans	Gross Square Ft	$ 0.05250
W/O Plans Plus field verification time	Gross Square Ft	$ 0.09450
Annual Updates	Gross Square Ft. per month	$ 0.00105
Support Agreements for ADSI Modules		
Technical Support Contract 20 Hours	Each	$ 2,835.00
Technical Support Contract 50 Hours	Each	$ 6,562.00
Technical Support Contract 100 Hours	Each	$ 13,125.00
Training Services for ADSI Modules		
Training Per day limit of 10 attendees Minimum 1 day. Classes larger than 10 will require a second trainer.	Day + Travel	$ 1,500.00
Training in ADSI Facilities includes standard materials 3 person minimum registration	Per person per 1/2 day	$ 750.00
For customized applications there will be an additional charge to write the training manuals	Per person per Full Day	$ 850.00
Data Processing Services (requires hosted system)		
Generate FM Work Orders (10,000+ per month generated by ADSI)	per Work Order	$ 0.78750
ADSI Enterprise Software		
Key Module for ARCHIBUS Enterprise (Windows)	Concurrent User	$ 2,724.75
Remote IT Services		
Installation of new software	Per Install	$ 3,144.75
Upgrade existing w/o customization & Install	Per Upgrade	$ 5,244.75
Upgrade customized install by Proposal	Evaluation Fee	$ 2,094.75