



Contract Amendment: 10
RFP Number: 07-13DW
Amendment Date: 11/22/2023
Title: CMMS System
Contractor: Applied Data Systems, Inc.

It is mutually agreed between Snohomish County and Applied Data Systems Inc., that the contract term will be extended through December 31, 2024 at an annual cost of \$54,636.30.00 per Statement of Work #09 attached.

| TYPE | PRICE |
|---------------------------------------|--------------------|
| Archibus Annual Software Subscription | \$26,061.30 |
| Cloud Hosting | \$14,700.00 |
| Technical Support | \$13,875.00 |
| TOTAL | \$54,636.30 |

All other terms and conditions of the RFP shall remain unchanged.

“COUNTY”

“CONTRACTOR”

Signature: _____
 Ken Klein
 Executive Director

Signature: _____
 Name: _____

Title: _____

Date: _____

Date: _____

**Snohomish County, WA
STATEMENT OF WORK #09**

Date: November 10, 2023

**Project: ARCHIBUS Software Perpetual Subscription ADSI Cloud Hosting
Project date: Dec 31st, 2023 – December 31st, 2024**

1. Executive Summary

The ARCHIBUS software is a 1-year perpetual Software Subscription and consists of thirty-seven activities which can be individually licensed. 's configuration consists of fourteen of these activities including Room Inventory, personnel & Occupancy and Space Chargeback, corrective, and Preventive Maintenance. Then to track lease information the Portfolio, Lease, and cost administration activities.

The ARHCIBUS software is owned and licensed by Eptura, Inc. and has three major components, Web Central Core, Number of concurrent users and activities.

Applied Data Systems is a reseller of ARCHIBUS software and has been hosting clients Facilities Management applications since 1996. With over 23 years of expertise in hosting these applications in our datacenter and providing the support needed to keep these applications running at peak performance. Our hosting clients range from one user up to enterprise deployments of over one hundred users, with offices locally, nationally, and globally. Along with our knowledge of the applications and hosting infrastructure, Applied Data Systems can also provide technical support, consulting, and services in maintaining the application and data.

The PAAS (Platform as a Service) is where the client maintains the cost for the ARCHIBUS term software license including any changes to the configuration or customizations. ADSI provides the infrastructure to run the software, which includes MSSQL Server Database, Apache/Tomcat instance, Email Relay, Secured FTP, SSL encryption for the URL and Backups of the data. In Addition, ADSI maintains the patching of the servers needed to support the hosted environment.

For more than 30 years Applied Data Systems, professional services have provided support for the activities which is identified in the software configuration.

2. Project Summary; Term

This project consists of software, ADSI Cloud Hosting and Professional Services hours.

Term of the Annual Perpetual Software Renewal is on 7/10/2024

ADSI cloud hosting is renewed on an annual basis, during the 1-year term of the ARCHIBUS Software, if Snohomish County wishes to move the term-based software to on-premises servers then the ADSI Cloud Hosting is terminated.

Professional Service hours is billed as used for technical support, based on a block of hour when the block is used then the a new SOW is issued for another block of hours.

3. Project Overview

A. Third-Party Software – 1 Year Term ARCHIBUS Software

The ARCHIBUS software is term licensing starting with an environment, then identifying which of the 37+ activities your organization is going to utilize and then the number of concurrent ACP's "Application Connection Points" you need. An organization can Add additional ACPs, or activities at any time. The software license for the configuration is identified in section 4A titled project deliverables.

- A document provided by ARCHIBUS "Packing List" that reflects the ARCHIBUS configuration.

Term licenses supply participants with both revision and version-level ARCHIBUS upgrades released during their paid term period; however, access to programs/features licensed separately is not included. Term Licensing is a 3 Year commitment and is non-cancelable.

SNOHOMISH COUNTY’s use of ARCHIBUS will be subject to the ARCHIBUS Term Based End User License Agreement, currently at: https://archibus.com/wp-content/uploads/2023/06/Eptura_Archibus-EULA_Term_v1.0_May-2023.pdf or otherwise located at <https://eptura.com/terms/>. Upon the execution of this SOW, SNOHOMISH COUNTY expressly accepts and agrees to be bound by the ARCHIBUS Term Based End User License Agreement. SNOHOMISH COUNTY shall execute, accept and be bound by any updated agreements as reasonably requested by Eptura.

B. Professional Services – Technical Support

Project technical support applies both during and post-production deployment of this work scope and is in addition to an existing support contract, unless specified as to which statement of work technical support hours are applied. To submit a technical support issue, send an email to support@adsi-fm.com, where a support ticket is created, and updates to your support issue are sent via email and through the support portal <https://sd.adsi-fm.com>. Please provide as much information and screen captures as possible. Each ticket is triaged and assigned to an ADSI team member. We triage tickets into three categories Critical, High, and Low business impact. A “critical business impact” is where the production environment is inoperable. A “high business impact” is where the software may operate but is severely restricted. A “low business impact” is where most of the functions are still usable. However, some circumventing may be required to provide service.

- Block of hours post go live support.

C. ADSI Cloud Hosting

Security for authenticating to the URL is via Standard Web Central Login or SAML authentication. Drawings and Asset AutoCAD drawings can be uploaded and checked in/out as needed.

Data is replicated to our DR site through our SAN snapshots, which is separate from our electronic and tape backup. In the event of a catastrophic outage in our Primary Data Center ADSI will begin the restoration of client services in our DR site. Our primary Data center has several redundancies built into it, such as power, cooling, and infrastructure.

As part maintaining a secure environment ADSI performs a 2-hour monthly outage window to apply patches on the Servers, Switches, Firewalls, etc.... a notification is sent 24 hours prior to the maintenance window, apart from a Zero day patch a notification may be sent prior applying the patches outside of the maintenance window. In addition, if a client has customizations which are specific to their installation, a deployment and restart may be needed outside of the monthly patching cycle.

Clients can opt out of the monthly tape backups. A daily electronic backup is maintained for 2 weeks, If the requirement is at the end of the term of the hosting agreement that all backup tapes which are encrypted and maintained for 5 years, requires that client data be removed, then an hourly rate of \$175.00 per hour is applied to remove data from the tapes.

Cloud Hosting – Web Client Volume discounts

| # | ADSI Cloud Host Description | Users | 0 - 100 | 101-250 | 250-1000 | 1001-2500 | 2501-5000 |
|---|-----------------------------|-------|----------|----------|----------|-----------|-----------|
| 1 | ACP Concurrent https Users | MCR | \$ 80.00 | \$ 75.00 | \$ 70.00 | \$ 65.00 | \$ 50.00 |
| 2 | PACP Concurrent https Users | MCR | \$ 10.00 | \$ 7.50 | \$ 4.00 | \$ 3.50 | \$ 3.00 |

The number of concurrent users for the hosting environment will match the current number of ARCHIBUS Application Connecting Points.

4. Third-Party Software and Project Deliverables:

A. Third-Party Software: ARCHIBUS -Year Software Subscription Based Software (Core, Users, and Activities) 7/10/2024.

| # | Description | QTY | Year 1 |
|----|---|--------|--------------|
| 1 | Web Central Core Program | 1 | |
| 3 | ACPs - 25 Concurrent Users Package | 1 | |
| 5 | Performance Metric Framework | 1 | |
| 6 | ARCHIBUS Mobile Framework | 1 | |
| 7 | Smart Client Extensions for AutoCAD | 2 | |
| 8 | Space Bundle (Room Inventory, Personnel & Chargeback) | 1 | |
| 9 | Corrective and Preventive Maintenance Bundle | 1 | |
| 10 | Lease & Portfolio Management Bundle | 1 | |
| 11 | Cost Administration | 1 | |
| | | Annual | \$ 26,061.30 |

**Activities can be dropped at the end of the 3-year term; additional activities added during the initial term will be prorated to end of the 1-year term.*

The deliverables for this project include hosting and professional services.

B. Professional Services – Technical Support

| # | Description | QTY | UNIT | EXTENDED |
|---|---------------|-----|-----------|--------------|
| 1 | Support Hours | 75 | \$ 185.00 | \$ 13,875.00 |
| | | 75 | Sub Total | \$ 13,875.00 |

C. ADSI Cloud Hosting – 12/1/2023 –

| # | Description | QTY | MRC Unit | Year 1 |
|---|----------------------------|--------|-----------|--------------|
| 1 | ACP Concurrent https Users | 25 | \$ 49.00 | \$ 14,700.00 |
| 2 | PACP Concurrent users | 0 | \$ 10.00 | \$ - |
| 2 | VDI Desktop | 0 | \$ 325.00 | \$ - |
| 3 | Separate SQL Instance | 0 | \$ 500.00 | \$ - |
| 4 | Additional Database | 0 | \$ 100.00 | \$ - |
| 5 | Separate VM Server | 0 | \$ 500.00 | \$ - |
| | | Annual | | \$ 14,700.00 |

**The number of concurrent users for the hosting environment matches the current number of ARCHIBUS concurrent users. Items 3-6 are for clients requiring additional access or services.*

5. Deliverables Summary from 1/1/2024 – 12/31/2024

| | | | | |
|------------------|---------------------------|---|--------------------------|---------------------|
| 1 | Software | 1 Year Software Subscription | Annual | \$ 26,061.30 |
| 2 | ADSI Cloud Hosting | Cloud Hosting | Annual | \$ 14,700.00 |
| | | | | \$ 40,761.30 |
| 3 | Services | Technical Support Block | Project Schedule | \$ 13,875.00 |
| 4 | Travel | Est 3 three day visits at \$ 1,500 each | Air, Hotel, Meals, Trans | \$ - |
| SOW Total | | | | \$ 54,636.30 |

Except for the ARCHIBUS software and ADSI Cloud Hosting, the amounts shown for professional services are hourly estimates. Hours may move with or between phases where the hourly rate is the same. Only Actual Hours expended under professional services are invoiced.

6. Not Included In this SOW:

ADSI has made every effort to be as inclusive as possible in this Statement of Work. However, during the project, additional deliverables may be identified. Therefore, the pricing shown is only for the specific items identified in this SOW. Items excluded from this project are:

- Deliverables were not noted explicitly within this SOW.
- Sales Tax not included in the provided pricing.
- Unless specified, custom training manuals are not provided within this SOW.
- Travel expenses are not included and may be estimated in this SOW.
- Data Scrubbing, Data Transformation, merging, and Data Repair.
- Modifications or customizations to ARCHIBUS Modules or Activities unless specified.
- Programming changes to forms or data structure unless specified within this SOW.

7. Assumptions:

There are assumptions in developing the scope and pricing of the Statement of Work. These assumptions include:

- The Statement of Work is based on a high level of functional requirements and is not a technical solution.
- This Statement of Work is good for 30 days from the date of submission.
- Professional Services are based on our 2023 rate schedule.
- Software Pricing 2022 Term Pricing from Eptura, Inc.
- If Travel is required, then all travel and out of pocket expenses must be approved in advance by ISI. Travel arrangements will be booked consistent with the guidelines set forth in the ISI Travel Policy. In no event will ISI be liable for any travel expense in the amount that exceeds those set forth in the ISI Travel Policy.
- Professional Services are an estimated allocation of time with a budgeted amount.

8. Change Management

Any additions or changes to the SOW identified during the project are handled through the change management process, which includes identifying the change, pricing, and acceptance. A signed change order is required to begin changes.

9. SNOHOMISH COUNTY Obligations:

SNOHOMISH COUNTY shall be responsible for: (i) providing such personnel, materials, items, and information as may be necessary to enable ADSI to perform the Services; (ii) promptly responding to requests for information made by ADSI in connection with the performance of the Services; and (iii) the accuracy of all information provided by SNOHOMISH COUNTY. ADSI’s ability to perform its obligations under this Agreement may be dependent on SNOHOMISH COUNTY performing its obligations. ADSI shall have no liability or responsibility for any failure of SNOHOMISH COUNTY to perform any of its obligations or for any delays in performance by ADSI caused by any failure of SNOHOMISH COUNTY to perform any of its obligations. In conjunction, ADSI and SNOHOMISH COUNTY will perform this Statement of Work on time to meet the schedule.



APPLIED DATA SYSTEMS

I N C O R P O R A T E D

Commencement of work is contingent upon the acceptance of this Statement of Work and signed by both parties.

10. SIGNATURES

AGREED TO AND ACCEPTED BY:

Company: Applied Data Systems, Inc.

Company: SNOHOMISH COUNTY

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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