

(ATTACHMENT 2) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Contract Requisition Number: CR041795

Contract Number: C028153

Vendor Number: V016895

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of January 2019, by and between **AssetWorks LLC** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide Legacy Condition Assessment Program, Legacy EHS Program, and Oracle to SQL Server Conversion services as indicated in “Professional Service Order” dated September 14, 2018 attached hereto as Exhibit 1, and incorporated by reference.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract.

2. TERM

This Contract shall be in effect from January 1, 2019 through December 31, 2019.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$66,040.00.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
ATTN: Chad Meyer – Department of Technology
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys’ fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS’s negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor’s expense, a criminal information records background check, (hereinafter referred to as “background check”), through the Wisconsin Department of Justice and other appropriate states’ agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, “direct, unsupervised contact” with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS’s Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS’s sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted

electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS

on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board

harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 0 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V016895)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
*Adria D. Maddaleni, J.D., Director
Procurement and Risk Management*

Date: _____

Date: _____

AssetWorks LLC
1777 NE Loop 410, Suite #1250
San Antonio, TX 78217
(210) 301-1701

By: _____
*Keith P. Posley, Ed.D.,
Superintendent of Schools*

Date: _____

SSN / FEIN:

Budget Code: TSV-0-0-PSU-DW-EMTC \$40,568.00
FAR-0-0-MM2-DW-EMTC \$25,472.00

By: _____
*Mark A. Sain, President
Milwaukee Board of School Directors*

Date: _____

Reviewed by Risk Management:

By: _____

Date: _____

AssetWORKS

Price Quote

1777 NE Loop 410, Suite 1250
San Antonio, TX 78217

September 14, 2018

To: Julie Plagge
Milwaukee Public Schools

1124 North 11th Street
Milwaukee, WI 53223

Phone: (414) 283-4704
Email: plaggejk@milwaukee.k12.wi.us

From: John Mitchell
john.mitchell@assetworks.com
(508) 524-0735

All prices are valid through: October 12, 2018
RE: Professional Services to assist Milwaukee Public School in migrating data from legacy systems to AiM and converting the Oracle database to SQL Server

LEGACY CONDITION ASSESSMENT PROGRAM

	Hours	Rate	Total
Professional Services	48	\$202.00	\$9,696.00
Custom Development	16	\$190.00	\$3,040.00

LEGACY EHS PROGRAM

	Hours	Rate	Total
Professional Services	48	\$202.00	\$9,696.00
Custom Development	16	\$190.00	\$3,040.00

ORACLE TO SQL SERVER CONVERSION

	Hours	Rate	Total
Professional Services	24	\$202.00	\$4,848.00
Custom Development	188	\$190.00	\$35,720.00

GRAND TOTAL **\$66,040.00**



Professional Service Order
Milwaukee Public Schools

September 14, 2018

Introduction

This Professional Service Order, prepared by AssetWorks LLC ("AssetWorks") for Milwaukee Public Schools ("Client"), includes a description of proposed services, pricing, and other information such as schedule, the location of services, and more. Due to the limited nature of the proposed engagement, a formal Statement of Work is not required. The information provided in this Professional Service Order identifies AssetWorks' understanding of the project. The pricing represents the total number of service hours AssetWorks deems necessary to complete this project.

Please review this Professional Service Order and contact AssetWorks with any questions or clarifications. Client's issuance of a purchase order based on AssetWorks' quote and this Professional Service Order or Client's signing of the quote will be deemed as Client's acceptance of the terms of this Professional Service Order.

Client's Goals and Objectives

Client AiM system is self-hosted; the database is Oracle. Client would like assistance migrating data from legacy systems to AiM, converting the Oracle database to SQL Server and updating MPS interfaces to work with the new SQL Server database.

Scope

- **Legacy Condition Assessment Program (Oracle Forms/Oracle DB) - Services will be delivered remotely.**
 - **40 Hours.** Develop a simple process in AiM and configure the Asset Management and Condition Assessment Module in the existing AiM Environment.
 - **16 Hours.** Develop a *specification* for an ETL to migrate data from the legacy Oracle Database to the existing AiM 9.2 Oracle Database. Upon client approval of the specification, import services will be quoted separately.
 - **8 Hours.** Provide limited consultancy go-live related services for AiM Condition Assessments
- **Legacy EHS Program (Power Builder/Oracle DB) - Services will be delivered remotely.**
Julie will set up some samples and work with the EHS team to determine and AiM EHS meets their needs. Assuming that it does:
 - **40 Hours.** Develop a simple process in AiM and configure the Asset Management and Condition Assessment Module in the existing AiM Environment.
 - **16 Hours.** Develop a *specification* for an ETL to migrate data from the legacy Oracle Database to the existing AiM 9.2 Oracle Database. Upon client approval of the specification, import services will be quoted separately.
 - **8 Hours.** Provide limited consultancy go-live related services for AiM Condition Assessments
- **AiM Oracle to SQL Server Database Conversion - Services will be delivered remotely.**
 - **40 Hours.** The upgrade to AiM 9.4 will be performed in-house by Milwaukee Public Schools. Thereafter, AssetWorks will provide database conversion services, Oracle to SQL and related changes to the AiM application.
 - **60 Hours.** Convert BIRT customer Reports to AiM IQ. Reports have not been identified; this is a block of hours to be used for report development. Customer will identify reports; AssetWorks will work on reports until hours are exhausted.

- **24 hours.** Provide limited consultancy and support services to Milwaukee as they plan to convert the AiM IQ Oracle databases themselves.
- **Convert three MPS Interface to work with SQL Server.**
 - **88 Hours.** Convert FMAX_ENC_BILLING, FMAX_TC_HOURS, and FMAX_WO_BILLING MPS interfaces from Oracle to SQL Server.
- **Assumptions:**
 - There are no action codes to convert.
 - Client has indicated that the Infor team is responsible for AiM MPS new interface development. There are no hours quoted with this proposal to develop interfaces or to support Infor. AssetWorks MPS interface activities are limited to the conversion of interfaces from Oracle to SQL Server.
 - There no database triggers.
 - There are no custom forms or portals.

Per the Client's request, all services will delivered remotely. Client acknowledges that the effectiveness of services related to process development for the Condition Assessment and Environmental Health & Safety modules, if adversely impacted, may require additional service hours.

Standards

Contact information for AssetWorks

AssetWorks project contact:

Cristina Wheless

Chief Services Officer

1777 NE Loop 410, Suite 1250 San Antonio, TX 78217

Office Phone: 210-301-1768

Direct Line: 210-780-3078

Email: cristina.wheless@AssetWorks.com

Project Standards

- The completion date for this project will be determined during implementation planning.
- This project is a time & materials services effort. Proposed service hours are based on AssetWorks' current understanding of Client's requirements and may be adjusted as needed. Any change to the scope of the project not contained in this Professional Service Order will be subject to the change request ("Change Request") process described below. No work to be funded by the Change Request will begin until funding has been provided.

Terms and Conditions

- The completion date for this project will be determined separately from this Services Order.
- Unless specifically indicated as “Fixed Fee” in the price quote section of this Service Order, services provided by AssetWorks are a time & materials services effort. Proposed service hours represent a budgetary estimate based on AssetWorks’ current understanding of Client’s requirements. Hours required to complete the deliverable(s) may be adjusted as needed. Any change to the scope of the project not contained in this Service Order will be subject to the change request (“Change Request”) process described below. Work to be funded by a Change Request will not begin until funding is provided.
- **Change Request.** If additional services time is required due to the expansion of the project scope, AssetWorks will provide Client with a proposal for the additional scope prior to completing any work related to the changed scope. A Change Request memo will be used to propose any additional project activity. Copies of the Change Request memo and a Change Request log will be furnished to AssetWorks for use both in “hard-copy” and electronic format.
- For Design Specification and Development Services, AssetWorks shall notify Client of the completion of deliverable(s) set forth in this Service Order, or, if applicable, provide a copy thereof to Client. If the deliverable does not conform to the description for such deliverable specified in this Service Order, Client shall have (3 business days after AssetWorks’ submission of the deliverable (“Acceptance Period”) to give AssetWorks written notice that specifies any deficiencies in detail. AssetWorks shall promptly correct any such deficiencies and resubmit the deliverable for Client’s review. Client shall provide AssetWorks with written acceptance of conforming deliverables. If Client fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such deliverable shall be deemed accepted upon the expiration of the Acceptance Period.
- All services will be delivered remotely unless otherwise indicated in the service description on the price quote. For onsite services, travel expenses will be billed monthly at actual cost. Travel time will be billed at 50% of the hourly services rate.
- Unless otherwise agreed in writing, AssetWorks’ services are billed monthly as delivered.
- If fewer service hours are required, only the actual time used is charged to the customer.
- If additional services are required due to expansion of the project scope, data conversion or interface development; we will provide a proposal for added scope.
- All payments are due within 30 calendar days of invoice date. All amounts stated are in US Dollars and exclude any sales tax, duties or other third party fees and/or taxes (where applicable).
- Any taxes and/or fees will be calculated and specified on the invoice.
- Offer is subject to existing agreements between the parties
- AssetWorks will charge Client for billable time lost and unrecoverable expenses if on-site engagements are canceled by Client within 7 calendar days of a scheduled site visit.
- AssetWorks retains ownership of its pre-existing intellectual property. Services are not “works for hire” as that term is defined in Section 101 of the United States Copyright Act (17 US Code section 101).

- This Service Order is subject to the existing agreement(s) signed between AssetWorks and Client. If there is no existing agreement, this Service Order is subject to AssetWorks' standard terms and conditions, including these Terms and Conditions.
- AIM supports CAS, SAML 2.0, the Shibboleth SAML implementation and is also a corporate partner of the In Common Federation (U.S. Higher Education SAML Identity Federation). SSO support may require additional services, licensing and hosting fees depending on customer infrastructure requirements.

Proposed services are indicated with an 'X,' and billing method is shown.

	SERVICE	FIXED FEE or TIME & MATERIAL
	Custom report – specification <i>Produce design specification based on detailed customer requirements.</i>	-
X	Custom report – develop and deploy <i>Actual development and deployment of report based on agreed upon specification.</i>	TIME & MATERIAL
	Custom development services – budgetary estimate <i>A budgetary estimate of custom development services based on analysis of high level customer requirements. This includes estimates for data migration services.</i>	
X	Custom development services – specification <i>Produce design specification for development based on detailed customer requirements.</i>	TIME & MATERIAL
X	Custom development services – develop and deploy <i>Actual development and deployment of custom development code based on agreed upon specification.</i>	TIME & MATERIAL
X	Custom development services – data migration <i>Work with customer to jointly identify data to be migrated; jointly map data elements; create conversion routine; execute conversion routine; consulting for data validation</i>	TIME & MATERIAL
	Custom Development Services – technical training <i>Training on advanced topics including Action Codes, ETL, Advanced AiMIQ, and more.</i>	
	Professional Services – training <i>Training on a broad range of topics across all current AssetWorks products. (2 hours of instructor/consultant prep time is required for every 8 hours of training to be delivered).</i>	
X	Professional Services – implementation and consulting <i>Services to cover various customer needs including but not limited to supplemental implementation services and strategic planning.</i>	TIME & MATERIAL
	Professional Services – documentation <i>Services for Standard Operating Procedures (SOP) documentation and/or training documentation</i>	
	Professional Services – health check <i>Onsite review of AiM configuration and business processes to include identification of quick wins as well as recommendations for short, medium, and long term initiatives to optimize client operations.</i>	
	Technical Services – remote install and setup <i>Remote services to assist with installation and/or initial setup of AssetWorks software modules.</i>	
	Technical Services – AiM Upgrade Services <i>Budgetary estimate for remote services to assist client with the upgrade of their AiM instance.</i>	
	Other (please provide description):	