

C O N T R A C T

This Contract is entered into this 24th day of September, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Xpanxion LLC, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, County issued the VCIJIS Lift and Shift Code Migration and Database Upgrade Services Request for Proposal #6165 (hereinafter referred to as 'RFP') to determine the most qualified contractor(s) for such services for County; and

WHEREAS, Contractor submitted a proposal dated January 31, 2024, in response to the RFP (hereinafter referred to as "Contractor's Proposal"), to provide services to County;

WHEREAS, County determined, through competitive solicitation and careful review of submitted proposals, that Contractor's Proposal best meets the need of County for VCIJIS Lift and Shift Code Migration and Database Upgrade Services (as described in RFP) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing VCIJIS Lift and Shift Code Migration and Database Upgrade Services and related services hereinafter described; and

WHEREAS, County and Contractor are willing to enter into a VCIJIS Lift and Shift Code Migration and Database Upgrade Services Contract in accordance with the RFP and Contractor's response thereto, which by this reference are incorporated herein, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing VCIJIS Lift and Shift Code Migration and Database Upgrade Services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto. Affiliates of Contractor may enter into and become a party to the applicable Scope of Work (a "SOW") for the provision of Services to County. Pursuant to the foregoing, Services performed outside of the country will be provided by a foreign Affiliate of Contractor entering into a SOW with County for such Services. All SOWs shall identify the location of the performance of the Services. For the avoidance of doubt, as between Contractor and its Affiliates, the Contractor entity designated in a SOW as providing the Services shall be solely liable to County for the performance of those Services and the obligations

contained herein and shall be deemed "Contractor" for the purposes of this Contract, but solely with respect to those Services provided by said Affiliate. The relevant Contractor entity (as between Contractor and its Affiliates) performing Services under the SOW may bill County as per the agreed-upon payment schedule found in the SOW. Alternatively, Contractor will invoice County on behalf of itself and/ or on behalf the Affiliate performing Services, and will relay any such payment to said Affiliate, County shall pay fees and expenses incurred for Services provided hereunder through effective date of termination. For purposes of this Contract, "Affiliate" means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with a party hereto. As used herein, "control" means ownership, directly or indirectly, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity or has the ability to direct or influence the operations of an entity, directly or indirectly, by virtue of ownership of a majority of its outstanding voting shares, by contract or otherwise.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit A.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind. It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; of any work to be performed under this Contract.

4. **NON-ASSIGNABILITY**

Except for Contractor Affiliates, Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. **TERM**

This Contract will be in effect from September 24, 2024 through April 30, 2028, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 30 days' written notice to Contractor. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this Contract.

7. **DEFAULT**

If Contractor materially defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 30 business days after Contractor's provision of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract consistent with Section 6 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnitee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnitee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. INSURANCE PROVISIONS

- A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
 - 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers,

Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.

- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the Chief Procurement Officer. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Mike Kerr, Deputy Chief Information Officer, Criminal Justice Services, County of Ventura Information Technology Services, or his authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Xpanxion LLC
1355 Windward Concourse, Suite 400
Alpharetta, GA 30005

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #6165
3. Contractor's proposal dated January 31, 2024

20. **GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. **SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. **CUMULATIVE REMEDIES**

Except as stated otherwise in this Contract, the exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof as Exhibit B. Any employee, subcontractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by County. The parties agree that the Ventura County Non-Employee Information Technology Usage Policy as incorporated is subject to the Limitation of Liability as stated in Section 29 of the Contract. In addition, County agrees Contractor, and not the individual Contractor employee, shall be liable for any failure of its employees to abide by the provisions of the Ventura County Non-Employee Information Technology Usage Policy as if such failure was the act or omission of the Contractor.

26. CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ATTESTATION

As part of this Contract, set forth in Exhibit C, Contractor shall agree with and abide by the provisions set forth in the Coronavirus State and Local Fiscal Recovery Funds attestation.

27. FEDERAL TERMS AND CONDITIONS

As part of this Contract, set forth in Exhibit D, Contractor shall agree with and abide by the provisions set forth in the Federal Terms and Conditions.

28. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

29. LIMITATION OF LIABILITY

Notwithstanding anything contrary in this agreement, neither party's liability hereunder, regardless of the form of action, shall exceed, per claim and in the

aggregate (\$3 million), the total amount paid for services in the preceding twelve (12) months under the specific SOW giving rise to the liability.

Notwithstanding anything contrary in this agreement, neither party will be liable (whether in contract, warranty, tort, product liability or other theory) to the other party or any other person or entity for cost of cover or for any indirect, incidental, lost profits, special, consequential, punitive or exemplary damages arising out of this agreement, even if such party has been made aware of the possibility of such damages.

30. **PREEXISTING WORKS**

All ownership, rights, title and interest in and to Preexisting Works are reserved to Contractor. As used herein, "Preexisting Works" means any ideas, concepts, know-how, knowledge, techniques, approaches, methodologies, software, technologies, information, Trade Secrets, other materials, or any other intellectual property right that Contractor owned prior to the effective date of any SOW hereunder, or that Contractor created or acquired independently of its obligations pursuant to this Contract or any SOW hereunder, and all modifications and derivatives thereof, including but not limited to customized software, modified software, any other improvements to the software. In the event any Preexisting Works are incorporated into or are used in connection with the deliverables, then Contractor hereby grants to County a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free, perpetual (except in the event of a termination of this Contract or SOW due to County's uncured material breach) license to access and use any such Preexisting Works solely in connection with County's use of the deliverables and not as a standalone component. Preexisting Works are licensed to the County "as is" and without any express or implied warranty of any kind. Contractor shall have no obligation to provide maintenance, support, updates, enhancement, or modifications for the Preexisting Works, except to the extent specifically set forth in any SOW. The foregoing conveyances/assignments shall, in all cases, be subject to payment for the work in question.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

XPANXION LLC*

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

XPANXION LLC*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer (or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

UST – Xpanxion LLC
STATEMENT OF WORK
Exhibit A

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1 INTRODUCTION

1.1 EXECUTIVE SUMMARY

County seeks Contractor to programmatically migrate 100% of PowerBuilder code syntax to C# .Net code syntax, as well as migrate the existing Sybase 16.0 database (programmatically and manually) to a MS SQL Server 2022 database for the County's criminal justice agencies:

- Superior Court of California, Ventura County
- Ventura County Public Defender
- Ventura County District Attorney
- Ventura County Probation Agency
- Ventura County Sheriff's Office

2 SERVICES

2.1 PROJECT SCOPE, SOLUTION AND ASSUMPTIONS

The overall project solution will focus on modernizing the County's legacy PowerBuilder applications by converting them to .NET C# using conversion tools and manual coding.

The Contractor will perform a database migration evaluation. The evaluation will provide County with Contractor's recommendation and guidance for migrating the data platform first and independently of the PowerBuilder code. The analysis will produce a detailed step by step plan documenting the conversion, testing and release process required for an end-to-end conversion of the Sybase data platform to SQL Server independent of the PowerBuilder code.

The Conversion Strategy will include the following:

Technical Component / Section	Assumptions/Delivery approach	Notes
Data platform conversion	<ul style="list-style-type: none"> • Several build and migration activities (servers, DCL, etc.) will happen in parallel. • All end to end functional and non-functional testing (including performance) will be completed and signed off before completing production migration process. • The migrated applications will be a Progressive Web Application (PWA) using Responsive Single Page Application (SPA) with Angular – UI, and a .Net core for API based code syntax. • Leveraging County's SQL Server and Sybase environment and licenses. 	The table below provides the approach of "PowerBuilder Code" and "Sybase schema" that are to be converted. These numbers may increase by 5% with no changes to the scope of this SoW

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	<ul style="list-style-type: none"> County to provide VPN access and appropriate security and authorization to all required infrastructure. 	
Database Migration Evaluation	The evaluation will provide the County with Contractor's recommendation and guidance for migrating the data platform first and independent of the PowerBuilder code.	The analysis will produce a detailed step-by-step plan documenting the conversion, testing, and release process required for an end-to-end conversion of the Sybase data platform to SQL Server independent of the PowerBuilder code.
Database Migration	<ul style="list-style-type: none"> Contractor will use Ispire for database and data migration to SQL Server. Ispire Wizard converts the entire database schema (tables and SQL objects), as well as transfers data and converts the database business logic. 	
	SQL Server replication	Set up and configure SQL Server replication to ensure data consistency and availability to mirror the Sybase replication engine
	Cron job automation	Automate cron jobs to handle scheduled tasks and data synchronization.
	Modify the connection strings of the PowerBuilder application code bases to leverage the SQL server platform	Update all connection strings in the PowerBuilder application to point to the new SQL Server databases.
	Validate and Test application performance	Conduct comprehensive testing to ensure the application performs as expected with the new SQL Server backend.
	Deploy SQL Server data platform to production	Move the SQL Server data platform to the production environment.
	Deploy SQL Server replication to production	Ensure SQL Server replication is functioning correctly in the production environment.
	Deploy SQL Server cron automation to production	Implement and verify cron job automation in the production environment.
	Deploy PowerBuilder SQL connections to production.	Finalize the PowerBuilder application to work seamlessly with SQL Server in the production environment.
PowerBuilder Conversion	Perform code conversion analysis and blueprinting - Mobilize Tool	<ul style="list-style-type: none"> Analyze the existing PowerBuilder code and create a detailed blueprint for conversion. Utilizing tool to analyze PowerBuilder code, focusing on DataWindow objects, functions, user objects, and event scripts. Attention will be given to complex

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		<p>PowerScript code segments and embedded SQL.</p> <ul style="list-style-type: none"> • Review assessment details provided by the tool, including automation feasibility and areas needing manual intervention. • Customize the tool to optimize automation and minimize manual intervention.
	Convert entire code base from PowerBuilder to .Net in development	Migrate the PowerBuilder codebase to .NET, ensuring all functionalities are preserved.
	Perform application by application user testing and deployment to production	Test each application individually and promote to production after successful validation.
	Application	Phases
	Venu	<p>Testing</p> <ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards.
		<p>Deploy to UAT</p> <p>Assist in deploying converted .NET applications, including setting up necessary infrastructure on UAT environment.</p>
		<p>Deploy to Production</p> <p>Contractor and County will work on moving the changes to production. Activities include:</p> <ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team.

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PD - Test and promote the PD application to production	Testing	<ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards.
	Deploy to UAT	Assist in deploying converted .NET applications, including setting up necessary infrastructure on UAT environment.
	Deploy to Production	<p>Contractor and County will work on moving the changes to production. Activities include:</p> <ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team.
District Attorney - Test and promote the District Attorney application to production	Testing	<ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify, and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards.
	Deploy to UAT	Assist in deploying converted .NET applications, including setting up necessary infrastructure on UAT environment.
	Deploy to Production	<p>Contractor and County will work on moving the changes to production. Activities include:</p>

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			<ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team.
Superior Court - Test and promote the Superior Court application to production	Testing	<ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards. 	
	Deploy to UAT	Assist in deploying converted .NET applications, including setting up necessary infrastructure on UAT environment.	
	Deploy to Production	<p>Contractor and County will work on moving the changes to production. Activities include:</p> <ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team. 	
Sheriff - Test and promote the Sheriff application to production	Testing	<ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards. 	
	Deploy to UAT	Assist in deploying converted .NET applications, including setting up	

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			necessary infrastructure on UAT environment.
		Deploy to Production	<p>Contractor and County will work on moving the changes to production. Activities include:</p> <ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team.
	Probation - Test and promote the Probation application to production	Testing	<ul style="list-style-type: none"> • Interview County stakeholders to identify testing requirements and develop a detailed test plan and test cases. • Conduct regression and performance testing on the Sybase-based application. Conduct regression and performance testing on the MSSQL-based application. • Compare results, identify and explain discrepancies. • Conducting security scans and compliance checks on the converted C# code, aligning with security standards.
		Deploy to UAT	Assist in deploying converted .NET applications, including setting up necessary infrastructure on UAT environment.
		Deploy to Production	<p>Contractor and County will work on moving the changes to production. Activities include:</p> <ul style="list-style-type: none"> • Release plan and coordination. • Execute cut-over plans with County's end-user departments. • Support monitoring of the new database and application for functional and performance health. • Transition the new applications to the County's application support team.
Additional Professional Services	Pre and Post Implementation Services		Based on County requirements, services to be provided on time and material bases.

Project Phase Duration

Phase	Activity
Milestone #1 – Project Initiation	<ul style="list-style-type: none"> • Kick-off Meeting • Project Schedule
Milestone #2 – Software Licensing	<ul style="list-style-type: none"> • Software Licensing
Milestone #3 - Evaluation Phase (DB and Code)	<ul style="list-style-type: none"> • Comprehensive evaluation of the current state of both the database structure and the codebase.
Milestone #4: DB Conversion	<ul style="list-style-type: none"> • Migration of Data, Schema (SP, Tables, Views etc...) and CORN JOBS to SQL Server 2022 <ul style="list-style-type: none"> ○ VENU ○ DA ○ PD ○ Court ○ Sheriff ○ Probation ○ Shared Agency Code • Setup MS SQL Replication • DB Conversion Testing (Staging Server) • DB Rollout to Production
Milestone #5: PB Code Conversion	<ul style="list-style-type: none"> • Mobilize Tool setup and Code Migration • Code Conversion to .NET/Angular
Milestone #6: VENU testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • Venu Roll out to Production
Milestone #7: DA testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • DA Roll out to Prod
Milestone #8: PD testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • PD Roll out to Prod
Milestone #9: Court testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • Court Roll out to Prod
Milestone #10: Sheriff testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • Sheriff Roll out to Prod
Milestone #11: Probation & Shared Agency testing and Roll out to production	<ul style="list-style-type: none"> • PB Code Conversion Testing (Staging Server) • Review and fixes • Probation Roll out to Prod
Milestone #12: Training and Turnover	<ul style="list-style-type: none"> • Provide help document describing the architecture Application and Maintenance procedures.

	<ul style="list-style-type: none"> • Provide the necessary instruction to County staff on how to maintain the application code, including migration of any changes.
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Deliverable Description

Phase	Deliverables	Acceptance Criteria
Milestone #1 – Project Initiation	<ul style="list-style-type: none"> • Detailed Project Plan with Gantt Chart • Bi-weekly Project Status Report • Project kick-off • Roles and responsibilities document • Project charter 	<ol style="list-style-type: none"> 1. Kick-off Meeting Conducted 2. Project Plan Delivered to County
Milestone #2 – Software Licensing	Software Licenses for each: <ul style="list-style-type: none"> • GAP Webmap • GAP Mobilize Power Builder • Ispire 	Upon project kick-off Software License obtained by Contractor for each: <ol style="list-style-type: none"> 1. GAP Webmap 2. GAP Mobilize Power Builder 3. Ispire
Milestone #3 - Evaluation Phase (DB and Code)	<ul style="list-style-type: none"> • Migration approach analysis and recommendation document 	<ol style="list-style-type: none"> 1. Report delivered to County
Milestone #4: DB Conversion	<ul style="list-style-type: none"> • Migrated Data and Schema • MS SQL Replication Setup • MS SQL Automation Migration and cron jobs • DB Conversion Testing Report • Production DB Rollout Report 	<ol style="list-style-type: none"> 1. All of databases converted and interfacing with Power Builder 2. GAP License period starts
Milestone #5: PB Code Conversion	<ul style="list-style-type: none"> • Tool Setup Document • Blueprint Report: Code Migration Report and Code Conversion Report 	<ol style="list-style-type: none"> 1. Completion of Evaluation
Milestone #6: VENU testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • VENU Production Rollout Report • Go Live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production 3. 90 days in production

Milestone #7: DA testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • PD Production Rollout Report • Go live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production 3. 90 days in production
Milestone #8: PD testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • DA Production Rollout Report • Go Live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production 3. 90 days in production
Milestone #9: Court testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • Court Production Rollout Report • Go live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production 3. 90 days in production
Milestone #10: Sheriff testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • Sheriff Production Rollout Report • Go live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production 3. 90 days in production
Milestone #11: Probation & Shared Agency testing and Roll out to production	<ul style="list-style-type: none"> • Testing Report • Review and Fixes Document • Sheriff Production Rollout Report • Go live 	<ol style="list-style-type: none"> 1. Moved to Test 2. Moved to Production
Milestone #12: Training and Turnover	<ul style="list-style-type: none"> • Help Document • Training Materials • Maintenance Procedure Document 	<ol style="list-style-type: none"> 1. Training and Maintenance Materials Delivered to County

2.2 OUT OF SCOPE

2. Tasks related to decommissioning or retiring the legacy systems (Sybase databases, PowerBuilder applications) after migration.
3. Development of new custom features or functionalities beyond the scope of migrating existing components are considered out of scope and require separate project efforts.
4. Procurement of new hardware or infrastructure required for the target environment is out of scope and handled by Ventura County team.
5. Extensive data cleansing or normalization tasks are out of scope. However, basic data integrity checks and validation are part of the migration process.
6. Tasks related to integrating third-party systems or services with the migrated components are out of scope.

3 HIGH LEVEL PLAN & MILESTONES

Milestones and estimated timeframes are listed below. Final timelines for milestones will be confirmed during project plan acceptance.

	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Milestone #1 – Project Initiation	X													
Milestone #3 – Software Licensing	X	X												
Milestone #2 - Evaluation Phase (DB and Code)	X	X												
Milestone #4: PB Code Conversion		X	X	X	X									
Milestone #5: DB Conversion		X	X	X	X									
Milestone #6: VENU Testing and Roll Out to Production						X	X							
Milestone #7: DA Testing and Roll Out to Production							X	X						
Milestone #8: PD Testing and Roll Out to Production								X	X					
Milestone #9: Court Testing and Roll Out to Production									X	X				
Milestone #10: Sheriff Testing and Roll Out to Production										X	X			
Milestone #11: Probation & Shared Agency Testing and Roll Out											X	X		
Milestone #12: Training and Turnover													X	X

3.1 ACCEPTANCE PROCESS

Deliverable acceptance requests will be provided to Client via email and in writing whenever possible. In the case that the client is non-responsive to emails made by Contractor within 72 hours of delivery, Contractor will conduct outreach via phone. If there are three attempts made by Contractor to confirm acceptance by County, then the Contractor will deem deliverable acceptable.

For all deliverables, Client will have 5 business days to review and provide feedback unless otherwise expressly listed in the Acceptance Criteria section (e.g. “90 days in production”). If no feedback from the Client is received within 5 business days, then the deliverable will be assumed to be acceptable as delivered.

4 PRE-REQUISITES

#	Pre-requisites needed from County	Timeline
1	Access to County’s VPN Environment	On Effective Date
2	Background Check Requirements List	1-month prior to Effective Date
3	County must provide feedback within 24 hours of request from Contractor.	Within 24 hours of request

Detailed dependencies and due dates will be discussed and agreed during planning phase by both parties. Change Control process will be triggered as mentioned in the Change Control process section of this document if the pre-requisites are not met by the timelines mentioned above.

5 WARRANTY & SUPPORT

Contractor will provide a 90-day post go-live warranty and support of application. Contractor is willing to provide on-going support for additional cost.

5.1 GOVERNANCE & REPORTING

Governance and Reporting plan for this project is listed below:

Communication	Timing	Purpose	Audience
Milestone & Engagement Health	Monthly	Formal communication for distribution and review of milestone timeline and engagement health	Project Manager/Scrum Master Key Project Team Members Client Executive Client Project Manger
Sprint Demo	Weekly	Weekly Sprint Demo Meeting	Product Owner Project Manager/ Scrum Master Dev Team Client Executive Client Project Manger
Daily Standup	Daily	What did I accomplish yesterday? What will I do today? What obstacles are impeding my progress?	Project Manager/ Scrum Master Dev Team Client Executive Client Project Manger

6 CHANGE MANAGEMENT

Use of the formal change management procedure will be required when any changes are discovered or requested which impacts previously reviewed, approved, and published project scope. Any deviation from the initial scope will follow the change management process. Any changes will require a change order if it impacts time, costs, or resource allocations.

6.1 IDENTIFY AND SUBMIT A CHANGE REQUEST

- Identifies a requirement for change to any aspect of the project and submit it to the Change Control Board
- Change Control board consist of Project Manager, Client Executive and Client Project Manger

- Change request with Description, Reason, Benefit, Cost, Impacts, Approvals

6.2 REVIEW /APPROVAL OF THE CHANGE REQUEST

- Change control board will review and Approve or Reject based on the details provided in the change request.
- Change control board will determine the feasibility of this change by examining factors such as Risk to the project in implementing and NOT Implementing, Impact in implementing (time, resource, cost, and quality)
- Change control board after review may Reject the request, request more information, Approve the request, Conditional approval, Escalate the change.

6.3 CLOSING THE CHANGE REQUEST

- SOW contract for the change request to be submitted to County team.
- Change will be communicated to the team.
- Project Backlog, Timeline, deliverables will be updated to reflect the change.
- Change Request will be closed.

Within five (5) business days, the Party that received a Change Request will provide a written response to the Change Request. If the Change is technically unfeasible, or if Contractor does not possess the technical skills to implement such Change, Contractor shall advise County in writing within the five (5) day period. If a Change is feasible, Contractor shall describe in a written response to the Change Request (i) how the proposed Change would be implemented; (ii) the effects, if any, that such Change will have on the schedule for performance of Contractor’s obligations under this Agreement, and the risk, including technical risks, if any, of the Change; (iii) the additional charges or savings, if any, that would result from the implementation of such Change; (iv) supporting documentation to justify any change in the schedule for performance or in the cost of executing the Change; and (v) the time period to implement the Change. County may reject any Change Request it received from Contractor for any or no reason, in its sole discretion.

All Changes to be implemented shall be agreed to in writing and shall become effective and incorporated herein upon execution by both Parties (“Change Order”).

Contractor shall maintain a control register to track the status of Change Requests, Change Orders, and the progress of their implementation.

If there is a conflict or inconsistency between this Schedule, the Agreement and any Purchase Order generated in connection herewith, such conflict shall be resolved by giving precedence in the following order: this Schedule; the Agreement; the Purchase Order

6.4 LOCATIONS

Onshore Locations	County’s Office and UST/Xpanxion Office Locations
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7 PRICE

Phase	Acceptance Criteria	Pricing
Milestone #1 – Project Initiation	<ol style="list-style-type: none"> Kick-off Meeting Conducted Project Plan Delivered to County 	n/a <i>No Charge</i>
Milestone #2 – Software Licensing	<p>Upon Project Kickoff.</p> <p>Software License obtained by Contractor for each:</p> <ol style="list-style-type: none"> GAP Webmap GAP Mobilize Power Builder Ispire 	<ol style="list-style-type: none"> \$24,000 \$750,000 \$49,665
Milestone #3 - Evaluation Phase (DB and Code)	<ol style="list-style-type: none"> Report delivered to County 	<ol style="list-style-type: none"> \$40,000
Milestone #4: DB Conversion	<ol style="list-style-type: none"> All of databases converted and interfacing with Power Builder GAP License period starts 	<ol style="list-style-type: none"> \$656,810 \$360,500* (*paid at 1/12 cost per month during 1-year license period)
Milestone #5: PB Code Conversion	<ol style="list-style-type: none"> Completion of Evaluation 	<ol style="list-style-type: none"> \$146,000
Milestone #6: VENU testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 90 days in production 	<ol style="list-style-type: none"> \$63,856 \$166,027 \$25,543
Milestone #7: DA testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 90 days in production 	<ol style="list-style-type: none"> \$63,856 \$166,027 \$25,543
Milestone #8: PD testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 90 days in production 	<ol style="list-style-type: none"> \$63,856 \$166,027 \$25,543
Milestone #9: Court testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 90 days in production 	<ol style="list-style-type: none"> \$63,856 \$166,027 \$25,543
Milestone #10: Sheriff testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 90 days in production 	<ol style="list-style-type: none"> \$63,856 \$166,027 \$25,543
Milestone #11: Probation & Shared Agency testing and Roll out to production	<ol style="list-style-type: none"> Moved to Test Moved to Production 	<ol style="list-style-type: none"> \$63,856 \$166,027
Milestone #12: Training and Turnover	<ol style="list-style-type: none"> Training and Maintenance Materials Delivered to County & all final residual payments 	<ol style="list-style-type: none"> \$25,543
	PROJECT PRICE	\$3,559,530

Additional professional services will be provided via a Time & Material model at the below rates.

Professional Services	Professional services will be provided by Contractor to Client at current rates shown below.	\$1,000,000
	Total Price of All Projects	\$4,559,530

Rate Sheet:

Rates are subject to an annual revision with a minimum 5% or the CPI index, whichever is higher.

Role	Hourly Rate
Project Manager	\$136
.net Developer	\$153
SQL Developer	\$153
Business Analyst	\$124
Quality Assurance	\$125

7.1 PAYMENT TERMS

Contractor agrees to convert 100% of the existing VCIJIS PowerBuilder code to C# .Net and to migrate 100% of the current Sybase database environment to a MSSQL 2022 database to recreate 100% of the existing VCIJIS functionality in the new technology environment for the agreed-on price of \$3,559,530.

Additional professional services will be based on time and materials model up to \$1,000,000.

Payment terms to be Net 30 Days, in arrears for deliverables rendered. Upfront payments are allowed in limited situations. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

Ventura County Non-Employee Information Technology Usage Agreement

Anyone that is not a Ventura County employee (“Non-employee personnel”) who will access (which includes but is not limited to use, maintenance, repair or installation of) Ventura County information technology in the course of their work for Ventura County are required to sign this document before accessing, using, maintaining, repairing or installing any Ventura County information technology system. “Information technology” includes any computer, network, Internet access, electronic mail and voice message systems, facsimile devices, or other electronic systems used by Ventura County.

1. Non-employee personnel have no expectation of privacy in any electronic communications, use of Ventura County property, or Internet access. Ventura County reserves the right to review, audit, or monitor any information technology used by non-employee personnel.
2. Non-employee personnel shall use only accounts authorized by the sponsoring County department.
3. Non-employee personnel may access only those resources for which they are specifically authorized. Any other access is prohibited.
4. Non-employee personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to the following:
 - a. Passwords shall remain confidential.
 - b. Passwords shall be changed at least every 120 days.
 - c. Passwords shall be at least six characters long.
 - d. Systems will be configured to “lock-out” the account after 5 or less incorrect password attempts.
 - e. Passwords shall not contain your user name or any part of your full name.
 - f. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
5. Non-employee personnel are not permitted to script their user IDs and/or passwords for log-on access.
6. Non-employee personnel are not permitted to allow another person to log-on to any computer utilizing their personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Only the Ventura County sponsoring department can authorize multiple people for use on a single service account.
7. Non-employee personnel may not leave their workstation logged onto the County network while away from their area. Non-employee personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
8. Non-employee personnel shall maintain a log, left with the sponsoring department, of all software loaded onto any Ventura County computer. The software must have been approved in writing in advance by the sponsoring department.
9. Non-employee personnel shall execute only applications that pertain to their specific contract work.
10. Non-employee personnel shall promptly report log-on problems or any other computer errors to the sponsoring County department.

Ventura County Non-Employee Information Technology Usage Agreement

11. Non-employee personnel shall promptly notify the sponsoring department if they have any reason to suspect a breach of security or potential breach of security.
12. Non-employee personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the sponsoring department.
13. Non-employee personnel shall not install or use any type of encryption device or software on any Ventura County hardware, which has not been approved in writing in advance by the sponsoring County department.
14. Non-employee personnel may not remove any computer hardware, data or software from a Ventura County building for any reason, without prior written approval from the sponsoring County department.
15. Non-employee personnel shall not delete, disable, or bypass any authorized encryption device or anti-virus program installed on Ventura County hardware.
16. Non-employee personnel that request exclusive control over County servers must have the servers reviewed by the Information Technology Services Department Security Group.
17. Non-employee personnel shall not attach any cables or devices to the Ventura County network that would extend the County network to non-employee users..
18. Non-employee personnel may not copy any data and/or software from any Ventura County resource for personal use.
19. Non-employee personnel may not utilize Ventura County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet usage or surfing not required for their specific contract work activity;
 - c. Non-related work activity; or
 - d. Any illegal activities, which include but are not limited to creation, download, viewing, storage, copying, or transmission of sexually explicit or sexually oriented materials.
 - e. Downloading of files from non-County resources. If files are needed for specific contract work, the non-employee shall first obtain authorization from the appropriate sponsoring County department.
20. Non-employee personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing in advance by the sponsoring County department.
21. Non-employee personnel may not give out any Ventura County computer information to anyone with the sole exception that the non-employee may give other non-employee personnel such information in order to complete authorized tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
22. All data storage media shall be erased or destroyed prior to disposal.



Coronavirus State and Local Fiscal Recovery Funds

Signatures & Certification

1. This attestation is provided to supplement the previous agreement. It does not replace, change, or supersede the previous Contractor Agreement executed between Ventura County (the "Recipient") and Xpanxion LLC.
2. I agree to incorporate the following language subject to Title VI and its regulations between the Recipient and the contractors, subcontractors, successors, transferees, and assignees:
The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
3. When requested, I agree to furnish timely reporting and documentation to assist the Recipient with compliance with the "ARPA Guidelines" within the timelines provided and upon the Recipient's written request.
4. I agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
5. When appropriate, I will report each violation to the California Environmental Protection Agency and understand and agree that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the Recipient, Treasury, and the appropriate Environmental Protection Agency Regional Office.
6. Xpanxion LLC will comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
7. I confirm to the Recipient that Xpanxion LLC and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. I certify that Xpanxion LLC shall not contract with a subcontractor that is so debarred or suspended.
8. I agree to comply will all applicable federal law, regulations, executive orders, Treasury policies, procedures, and directives. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Xpanxion LLC, or any other party pertaining to any matter resulting from the Agreement.

9. I understand that Xpanxion LLC must disclose, in a timely manner, in writing to the Recipient all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. I also understand that Xpanxion LLC is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. I acknowledge that failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 - "Remedies for noncompliance, including suspension or debarment."

10. Xpanxion LLC agrees to provide the Recipient, the California Governor's Office of Emergency Services, Treasury, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of Xpanxion LLC which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

11. I understand that financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the Federal award must be retained until July 2030.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

FINANCE LIAISON (SIGNATURE)

TITLE

DATE

FINANCE LIAISON (PRINTED)

ORGANIZATION HEAD (SIGNATURE)

TITLE

DATE

ORGANIZATION HEAD (PRINTED)

Exhibit D

Federal Terms and Conditions

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.4, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(G) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.322, Domestic preferences for procurements.

(H) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.

(I) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(J) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(K) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(L) Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

(M) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

Xpanxion LLC

Authorized Signature

Printed Name

Title

Date