

ARKANSAS STATE HIGHWAY COMMISSION

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KEITH GIBSON
FORT SMITH

MARIE HOLDER
LITTLE ROCK

LORIE H. TUDOR, P.E.
DIRECTOR

August 1, 2022

The Honorable Blake Johnson
The Honorable Ron McNair
ALC-Highway Commission Review and Advisory Subcommittee
1 Capitol Mall, Fifth Floor
Little Rock, AR 72201

Dear Senator Johnson and Representative McNair:

Reference is made to A.C.A. § 27-65-107(a)(18)(c) and to the Final Report to the Arkansas Legislative Council by the Highway Commission Review and Advisory Subcommittee's (HCRAS) Study (Study) of the Arkansas Department of Transportation (ARDOT) dated November 20, 2020.

Prior to ARDOT's execution of contracts \$50,000 or more to implement the Study's recommendations, the Highway Commission is required to give the HCRAS the opportunity to review. In addition, the HCRAS shall allow members of the public a reasonable length of time to comment on the contracts.

The enclosed contract is for carrying out Recommendation 7, Implement Project and Portfolio Management Frameworks. This contract is for a Maintenance Management System (MMS) to administrate maintenance projects across the State. The Department has selected Data Transfer Solutions, LLC to provide this system for a cost of \$1,634,677.

The enclosed contract packet contains the following:

- Contract Summary with Data Transfer Solutions, LLC;
- Summary of Arkansas Highway Commission Approval to Enter Contract Negotiations;
- ARDOT Recommendation Memo;
- Contract and Grant Disclosure and Certification Form;
- Restriction of Boycott of Israel Certification;
- Illegal Immigrant Certification;
- Data Transfer Solutions, LLC Equal Employment Opportunity Policy; and
- Redacted Data Transfer Solutions, LLC Contract.

The Honorable Blake Johnson
The Honorable Ron McNair
August 1, 2022
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In accordance with A.C.A. § 27-65-107(a)(18)(c), this packet is being provided to HCRAS for review. We request any comments from the HCRAS members be submitted in writing to Gill.Rogers@ardot.gov by COB August 15. We will also publish this packet for public comment beginning on August 1, 2022 and ending on August 15. To finalize the review, this contract along with comments received and responses prepared will be presented at the HCRAS August 25, 2022 meeting.

If additional information is needed, please feel free to contact Gill Rogers, Governmental Relations Officer, at (501) 569-2108.

Sincerely,



Lorie H. Tudor, P.E.
Director

Enclosures

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineer – Operations
Assistant Chief – Administration
Governmental Relations

Agency: Arkansas Highway Commission

Contractor: Data Transfer Solutions

Location: Orlando, FL

Service Type: Technical & General Services (TGS)

Total Authorized: \$0.00 **Org. Term:** 08/01/2022 06/30/2023 **Procurement:** RFP

Total After Review: \$1,634,667.00 **Funding:**

Total Projected: \$1,634,667.00 **Guidehouse Recommendation Number:** 7

<u>Org/Amt:</u>	<u>Amount</u>	<u>Paid To Date</u>	<u>Objective</u>	<u>New Exp. Date</u>
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	\$1,634,667.00			
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The vendor is to provide a combination of remote and on-site consultation, configuration and training services designed to provide the Arkansas Department of Transportation (ARDOT) with a Computerized Maintenance Management System (CMMS) utilizing VUEWorks, a COTS software application. ARDOT plans to replace the current MMS and utilize VUEWorks to proficiently plan, control/manage and report the status of maintenance operations with real time views of ongoing work. VUEWorks will interface with other ARDOT systems to convey and receive needed data. ARDOT plans to utilize cost accounting/activity-based costing to produce Annual Work Plans denoting the costs and specific resources required.

ARKANSAS HIGHWAY COMMISSION MEETING

**November 3, 2021
10:00 a.m.**

AGENDA ITEM NO. 4

Vendor selection for ARDOT Computerized Maintenance Management System

BACKGROUND

The Commission approved Minute Order 2018-097 on October 10, 2018, authorizing the Department to issue a Request for Proposal for a Maintenance Management System. Eleven (11) proposals were received, and following a review by the Evaluation Committee, the following five (5) vendors were invited to make demonstrations to the committee:

- Agile Assets
- CherryRoad
- Deighton
- Data Transfer Solutions (DTS)
- SADA

The Evaluation Committee reviewed and evaluated the proposals and demonstrations and recommends Department staff be authorized to begin negotiations with DTS to provide and implement a maintenance management system for the Department.

RECOMMENDED ACTION

Motion to allow Department staff to begin negotiations with DTS to provide and implement a maintenance management system for the Department

ACTION TAKEN

The Commission approved the staff's recommendation to enter into negotiations with Data Transfer Solutions, LLC. A copy of the Commission Meeting Minutes is available upon request.



INTEROFFICE MEMORANDUM

September 8, 2021

TO: Rex Vines, Deputy Directory And Chief Engineer

THROUGH: Steve Frisbee, Assistant Chief Engineer - Operations

FROM: Joe Sartini, State Maintenance Engineer

SUBJECT: RFP For Computerized Maintenance Management System

Commission Minute Order 2018-097 authorized the Director to solicit and evaluate proposals for development and implement of a Maintenance Management System for the Department.

ARDOT issued Request for Proposal 21-003R for a Computerized Maintenance Management System. There were 11 proposals received. They were from Agile Assets, AssetWorks, Cartegraph, Cascade, CherryRoad, CitiTech, Deighton, DTS, IFS, SADA, and Univerus. After reviewing and scoring the proposals, the top five were chosen for software demonstrations. They were Agile Assets, CherryRoad, Deighton, DTS, and SADA. Once the demonstrations were conducted, the demonstrations were scored.

The attached information is an evaluation of the top five proposals. Based on the Evaluation Committee's review, it is recommended to begin negotiations for the implementation of a computerized maintenance management system with DTS.

Your concurrence in this recommendation is requested.

Concur: _____

Evaluation Committee: Raymond Leung, Staff Engineer

Patrick Patton, CFO

Charles Brown, CIO

Alicia Hunt, Human Resources Assistant Division Head

Dale Johns, Fleet Manager

c: Division Head - Equipment and Procurement

Attachments

Arkansas Department of Transportation (ARDOT)

Modern Maintenance Management System

Maintenance Division is responsible for developing all maintenance allotments and administering all ARDOT statewide maintenance programs. This encompasses tracking of all associated data as it relates to assets, manpower, equipment, and materials to accurately predict cost associated with specific work plans.

Using this data and asset condition data from the Bridge and Pavement Management Systems, Maintenance Division desires a system that will facilitate the move from the current resource allocation based project identification and prioritization model to a Level of Service (LOS) based Project Portfolio Management. The new model would generate detailed annual work plans based on asset condition, set targets to maintain or improve those assets and to budget, schedule, and track all work and associated costs of all work accomplished. Allowing for more effective management.

It has become increasingly more difficult to maintain the highway system at our current funding level. Therefore, there is a tremendous need for a modern, comprehensive maintenance management system to effectively administer maintenance operations and efficiently utilize available maintenance funds.

Current Maintenance Management System

- The Department's current Maintenance Management System is an 1980's legacy system which has reached the end of its life. The current system lacks the ability to track maintenance operations in an effective and efficient manner.
- Reports are received on a monthly basis weeks after months end. This often renders the reports useless when trying to address pertinent issues.
- The system lacks the ability to track assets, schedule, or develop dashboards which are vital when managing maintenance operations.
- Currently the system is on an outdated mainframe system that is being phased out. This system lacks integration and connectivity to connect to other systems efficiently.

Recommendation from Maintenance Division

- An incremental approach to obtaining a comprehensive system is recommended. The initial emphasis will be implementing Tiers 1 through 3 as shown in the attached MMS Implementation Guidelines. As the department implements each tier, that will move the Department from the current resource allocation based project identification and prioritization model to LOS project portfolio management. Acquisition and implementation will have an estimated cost of approximately \$2.5 million dollars.
- Tiers 4 and 5 will follow and is estimated to cost \$2.5 million. This will consist of a fully integrated decision support system and provide for investment optimization.
- Technology is rapidly evolving in this area and purchasing a comprehensive system that encompasses Tiers 1 through 5 would take multiple years to fully implement and in that time a better solution may be available. Therefore, we recommend the incremental approach to acquiring a comprehensive Maintenance Management System.

Maintenance Management System Implementation Guidelines

MMS Implementation Level	System Features and Management Capabilities
Tier 1 – Basic MMS	<ul style="list-style-type: none"> • Output based planning = work units • Budgeting based on annual plan for work units or historical data • Tracking of expenditures and work units
Tier 2 – Stovepipe Systems	<ul style="list-style-type: none"> • LOS descriptions • Asset collection and maintenance quality assessments • Analysis to determine pavement and bridge treatments and strategies • Customer feedback
Tier 3 – Cross-Functional Performance Measures	<ul style="list-style-type: none"> • Establishing performance targets • Ability to link resources and budget with desired outcomes and results • Performance-based planning and budgeting • Ability to link customer input with resource and budget needs.
Tier 4 – Full Integration	<ul style="list-style-type: none"> • Goal setting across transportation needs • Enterprise-wide trade-off analysis • Fully integrated decision-support system.
Tier 5 – Investment Optimization	<ul style="list-style-type: none"> • Ability to optimize maintenance tradeoffs • Investment analysis = system expansion vs. preservation vs. maintenance

ARKANSAS STATE HIGHWAY COMMISSION

MINUTE ORDER

District: Statewide
County: Statewide
Category: Maintenance

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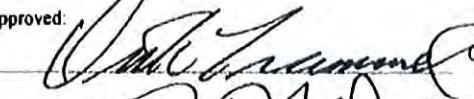
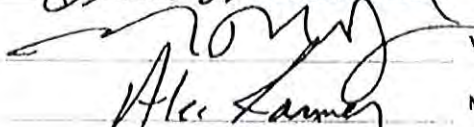
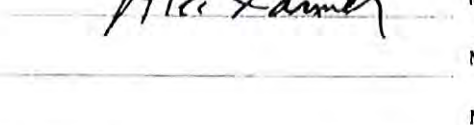
WHEREAS, the Department's current Maintenance Management System is a legacy based system which has outlived its useful life; and

WHEREAS, the existing system has become increasingly difficult to integrate with newer technology and does not offer the functionality of more up-to-date solutions; and

WHEREAS, this has resulted in a system that has little more capability than to track activities and cost and is ineffective when used as a planning tool; and

WHEREAS, a modern Maintenance Management System is required to effectively plan maintenance activities, accurately predict financial needs and efficiently manage the Department's maintenance funding, operations and inventories.

NOW THEREFORE, The Director is authorized to solicit and evaluate proposals for development and implementation of a Maintenance Management System for the Department.

Approved:  Chairman
 Vice-Chairman
 Member

Member
Member
Member

Submitted By:  Assistant Chief Engineer - Operations
for Approved:  Director
Minute Order No. **2018 097**
Date Passed **OCT 10 2018**

Maint.

Form 19-456
Rev. 1/13/2016

Ref# 2688

BACK TO AGENDA

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CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☒ No

BIDDER INFORMATION:

IS THIS FOR:

TAXPAYER ID NAME: Data Transfer Solutions, LLC ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME: Huey FIRST NAME: Donna

M.I.: M.

ADDRESS: 3680 Avalon Park East Blvd., Suite 200

CITY: Orlando

STATE: FL

ZIP CODE: 32828

COUNTY: Orange

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/ commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.


As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature		Title	President	Date	26 May 2021
Vendor Contact Person	Donna Huey	Title	President	Phone No.	(407) 382-5222

Agency Use Only	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Arkansas State Highway Commission
Description of product or service	Computerized Maintenance Management System
Contractor name	Data Transfer Solutions, LLC

Contractor Signature: 
Signature must be hand written, in ink

Date: 26 May 2021

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

08102018

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	RFP 21-003R
AASIS Number	N/A
Description	Arkansas State Highway Commission Computerized Maintenance Management System
Contractor name	Data Transfer Solutions, LLC

Contractor Signature: _____

Signature must be hand written, in ink

Date: _____

26 May 2021

Provide your firms Title VI Assurances and Title II of the Americans with Disabilities Act (Nondiscrimination) clause or any policy prohibiting the discrimination against individuals or entities based on race, color, national origin, religion, gender, age, or disability.

Please see the requested policies on the next three pages. As part of the Atkins North America family, DTS adheres to these policies.

April 1, 2021

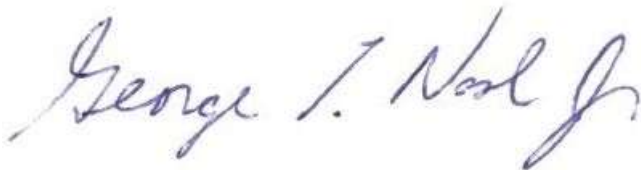
Nondiscrimination Policy Statement

It is the policy of Atkins North America to comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, that include regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200. Atkins North America does not discriminate against any person on the grounds of race, color or national origin.

In addition to Title VI, Atkins North America will not discriminate under other statutes that afford legal protection on the basis of sex, age or disability. Atkins North America will not discriminate in the selection or retention of subconsultants, including procurement of materials and leases of equipment. Atkins North America will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5.

In all solicitations, either by competitive bidding or negotiation made by Atkins North America for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin. Atkins North America will include the necessary nondiscrimination provisions in every subcontract; including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Atkins North America ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Lara Makinen at (303) 221 7275 extension 4987151. Persons with hearing-and speech-impairments can contact Atkins North America by using the Virginia Relay Service, a toll-free telecommunication device for the deaf (TDD). Call 711 for TTY /TDD.



George L. Nash, Jr.
CEO/President, Atkins North America
Engineering, Design and Project Management



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EO POLICY STATEMENT FOR VETERANS AND INDIVIDUALS WITH DISABILITIES

41 C.F.R. §§ 60-300.44(a); 60-741.44(a)

It is the policy of Atkins and my personal commitment that equal employment opportunity be provided in the employment and advancement of all persons regardless of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, age, genetic information, status as protected veterans, and individuals with disabilities at all levels of employment, including the executive level. Atkins does not, and will not, discriminate against any applicant or employee regardless of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, age, genetic information, status as protected veterans, and individuals with disabilities in any position for which the applicant or employee is qualified. In addition, Atkins is committed to a policy of taking affirmative action to employ and advance in employment qualified protected veteran employees and employees with disabilities. Such affirmative action shall apply to all employment practices, including, but not limited to hiring, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and on-the-job training. Decisions related to personnel policies and practices shall be made on the basis of an individual's capacity to perform a particular job and the feasibility of any necessary job accommodation. Atkins will make every effort to provide reasonable accommodations to the physical and mental limitations of individuals with disabilities and to disabled veterans.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any activity protected by state, federal or local anti-discrimination laws including the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, other protected veterans, or Armed Forces service medal veterans or Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other federal, state or local law requiring equal opportunity for disabled persons;
- (3) Opposing any act or practice made unlawful by VEVRAA or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, other protected veterans, or Armed Forces service medal veterans or



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section 503 or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled persons; or

(4) Exercising any other right protected by VEVRAA or section 503 or their implementing regulations.

Our obligations in this area stem from not only adherence to various state and federal regulations, but also from our commitment as an employer in this community to provide job opportunities to all persons regardless of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, age, genetic information, status as protected veterans, and individuals with disabilities. Atkins EEO policy and affirmative action obligations have the full support of George L. Nash, Jr., CEO/President of Atkins North America.

Atkins will also continually design and implement audit and reporting systems that will measure the effectiveness and the compliance of the AAP, identify the need for remedial actions, determine if objectives were attained, and determine if opportunities to participate in company-sponsored activities were extended to all employees and applicants.

If you have any questions regarding equal employment opportunity, harassment policies or the complaint procedure, you may contact your local Human Resources representative. Parts of the Affirmative Action Plan may be reviewed, as appropriate, by making an appointment with your local Human Resources representative.

George L. Nash, Jr.
CEO/President, Atkins North America
Engineering, Design and Project Management

January 1, 2021

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective this _____ day of _____, 2022, is by and between DATA TRANSFER SOLUTIONS, LLC, having offices at 3680 Avalon Parke E. Blvd, suite 200, Orlando, FL 32828 ("DTS"), and Arkansas Department of Transportation, having offices at _____. ("Client"). Hereinafter, DTS and Client shall be collectively referred to as the "Parties" or individually referred to as a "Party."

ARTICLE 1 – SCOPE OF SERVICES

- 1.1 DTS shall provide to Client the requested professional services as described herein at Attachment A Scope of Services.
- 1.2 In performing its work under this Agreement, DTS shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by DTS (Standard of Care).
- 1.3 DTS' services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project.
- 1.4 It is understood and agreed that DTS' services under this Agreement do not include participation in or support for any litigation. Should such services be required, a Supplemental Agreement may be negotiated between the Client and DTS' describing the services desired and providing a basis for compensation to DTS.
- 1.5 If any change proposed by the Client to the requested professional services described in Attachment A causes an increase or decrease in the cost and/or time required for performance of this Agreement, DTS shall notify the Client and the change will be reduced to writing mutually agreed to by both parties and will modify this Agreement accordingly.

ARTICLE 2 – COMPENSATION

- 2.1 The compensation to be paid to DTS for providing the requested services shall be (if additional pages are necessary, they are identified as Attachment B): Check the applicable box below.
 - ☐ "Time & Materials" identified in Attachment B. Time - Actual or averaged labor rate fully burdened with overhead and profit. Material - travel, materials or equipment, printing and reproduction costs, and survey supplies.
 - ☒ A "Fixed Price" (Lump Sum) amount of \$1,634,667.00 paid in accordance with Attachment B Compensation Schedule.
 - ☐ "Unit Rates"/"Unit Prices" identified in Attachment B.
(Unit Rate/Price includes the cost of fully loaded labor, expenses, equipment, inclusive of profit.)
 - ☐ Other - Identified in Attachment B
- 2.2 If DTS' Services under this Agreement are delayed, suspended, or interrupted for reasons beyond DTS' control, DTS' compensation and schedule shall be equitably adjusted at the time of performance.
- 2.3 RETAINER (Check box below if applicable)
 - ☐ Client shall pay a retainer to DTS for the Services described herein in the amount of \$ Click or tap here to enter text. This fee shall be payable in advance upon contract signing. This retainer is non-refundable. DTS shall bill first to the retainer. Upon depletion of the retainer, Client shall pay additional fees, if any, upon presentment of an invoice as provided for herein.



- 2.4** Client hereby acknowledges that DTS cannot warrant that any cost estimates provided by DTS will not vary from actual costs incurred by the Client
- 2.5** It is understood and agreed that DTS' services under this Agreement are limited to those described in Article 1 hereof (and Attachment A) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

ARTICLE 3 – INVOICE PROCEDURES AND PAYMENT

- 3.1** DTS shall submit invoices to the Client for work accomplished during each financial month, unless otherwise required by the scope/compensation for this Agreement. For services provided on a Fixed Price basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby DTS will estimate the percentage of the total work (provided on a Fixed Price basis) accomplished during the invoicing period. Invoices may include, separately listed, any charges for services for which time charges and/or unit costs may apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by DTS as soon as practicable after the end of the calendar month in which the work was accomplished. The Client agrees that the monthly invoice from DTS is correct, conclusive, and binding on the Client unless the Client within fourteen (14) working days from the date of receipt of such invoice, notifies DTS in writing of alleged inaccuracies, discrepancies, errors in the invoice, or the need for additional backup. Where the method of payment is based on a time and materials, unit rates/unit price, or other hourly based compensation, time segment for charging of work shall be based on actual time charged.
- 3.2** The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for more than 30 days. DTS reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full, and DTS shall not have any liability to Client for delays or damages caused by Client's untimely or unpaid payments.

ARTICLE 4 – DOCUMENTS

- 4.1** All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from DTS' services under this Agreement are and remain the property of DTS as instruments of service. Where such documents are required to be filed with governmental agencies, DTS will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification by Client or Client's clients shall be at Client's sole risk without liability or legal exposure to DTS unless approved in writing by DTS prior to such reuse.

ARTICLE 5 – NO WARRANTY

- 5.1** DTS makes no warranties, expressed or implied, or arising by operation of the law or course of performance, custom, usage in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.



ARTICLE 6 – LIMIT OF LIABILITY

- 6.1 The limit of liability of DTS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.

ARTICLE 7 – MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

- 7.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, ON BEHALF OF THEMSELVES, THEIR GOVERNING OFFICERS AND EMPLOYEES, THE PARTIES WAIVE ALL CLAIMS AGAINST EACH OTHER FOR INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, AND PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF PROFITS, USE, EXCESS CONSTRUCTION COSTS, ALTERNATIVE MEANS OR METHODS, OR LOSSES OF FUNDING.

ARTICLE 8 – CONSTRUCTION SERVICES

- 8.1 If, under this Agreement, professional services are provided during the construction phase of the project, DTS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work.
- 8.2 DTS does not guarantee and shall have no liability for the failure of contractors performing construction work to comply with any construction schedules or any plans or specifications or to perform the work to contract prices or to achieve anticipated construction costs.

ARTICLE 9 – INSURANCE

- 9.1 DTS shall at all times carry Workers' Compensation insurance as required by statute, commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request.
- 9.2 Client agrees to require that DTS be named as an additional insured on insurance coverages provided by contractors on the project.

ARTICLE 10 – ASSIGNMENT

- 10.1 Neither the Client nor DTS will assign or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

ARTICLE 11 – SUBSURFACE INVESTIGATIONS

- 11.1 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution of projects. These conditions and cost/execution effects are not the responsibility of DTS.

ARTICLE 12 – CLIENT-FURNISHED DATA

- 12.1 CLIENT will provide to DTS all data in CLIENT's possession relating to DTS' Services. DTS will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

ARTICLE 13 – ACCESS TO FACILITIES AND PROPERTY



- 13.1 CLIENT will make its facilities accessible to DTS as required for DTS' performance of its services and will provide labor and safety equipment as required by DTS for such access. CLIENT will perform, at no cost to DTS, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with DTS' services.

ARTICLE 14 – NO THIRD-PARTY BENEFICIARIES

- 14.1 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party. It is expressly understood and agreed that the enforcement of these items and conditions shall be reserved to Owner and DTS. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of Owner and DTS that any such person or entity, other than Owner and DTS, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

ARTICLE 15 – SUSPENSION, TERMINATION, OR ABANDONMENT

- 15.1 In the event the Scope of Services described in Attachment A, or the services of DTS called for under this Agreement, is/are suspended, canceled, terminated or abandoned by the Client, DTS shall be given fifteen (15) days prior written notice of such action and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout, notice of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to such date of suspension, termination, cancellation or abandonment, including reimbursable expenses. DTS shall also have the right to terminate for convenience upon giving fifteen (15) days prior written notice to Client, and shall be compensated for the professional services provided up to the later of (1) the date of termination notice, or (2) date of final project closeout, including reimbursable expenses.
- 15.2 If Client seeks to terminate the Agreement for cause, DTS shall be given an opportunity to develop a plan to cure any declared default within fifteen (15) calendar days from the date of written notification.
- DTS may terminate this Agreement for cause by giving Client fifteen (15) days written notice of the cause and fifteen (15) days in which to cure the cause or breach. DTS shall be compensated for all work performed up to the date of termination.

ARTICLE 16 – WAIVER

- 16.1 Any failure by DTS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and DTS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

ARTICLE 17 – NOTICES

- 17.1 All notices, certifications or acknowledgments given under this Agreement shall be in writing and delivered personally or sent by registered mail, reputable overnight courier service, telegram, fax or other confirmed electronic means. Such notices shall be effective upon receipt by the addressee. Notices to DTS shall be sent to:

DTS

3680 Avalon Park E. Blvd.
Suite 200
Orlando, FL 32828

Attention: Donna Huey



SNC • LAVALIN



Member of the SNC-Lavalin Group

Notices to Client shall be sent to:

Arkansas Department of Transportation

Attention: _____

ARTICLE 18 – HAZARDOUS WASTE, MATERIALS OR SUBSTANCES

18.1 Unless otherwise specifically provided in this Agreement, DTS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

ARTICLE 19 – DISPUTE RESOLUTION

19.1 If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by DTS.

ARTICLE 20 – GOVERNING LAW

20.1 This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.

ARTICLE 21 – LIMITED COPYRIGHT LICENSE

21.1 DTS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by DTS as "Reproduction Authorized."

ARTICLE 22 – INTELLECTUAL PROPERTY

22.1 With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or pursuant to this Agreement shall remain the sole and exclusive property of DTS, its successors and assigns unless licensed or assigned by DTS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all: inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works, and in all other original works of authorship.

ARTICLE 23 – FORCE MAJEURE

23.1 DTS shall not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts shall include, but not be limited to, acts of God, strikes, acts of war, epidemics, Government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, acts of terrorism, or other disasters. Time of performance and compensation to DTS shall be adjusted appropriately for any such event.

ARTICLE 24– NO INDIVIDUAL LIABILITY

24.1 PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF ATKINS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



ARTICLE 25 – PERMITTING

25.1 In cases where the scope of services requires DTS to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, DTS does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by DTS is not contingent upon the successful acquisition of these permits. DTS shall not be responsible for Regulatory Agency delays.

ARTICLE 26 – SEVERABILITY

26.1 In the event any term or provision of this Agreement or applicable contract document is held invalid, void or otherwise unenforceable, the remainder of the Agreement or contract document shall not be affected, impaired or invalidated. Each remaining term and provision of the Agreement or contract document shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 27 – RECORD DRAWINGS

27.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. DTS is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

ARTICLE 28 – ENTIRE AGREEMENT AND MODIFICATIONS

28.1 This Agreement and the Attachments incorporated by reference contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DATA TRANSFER SOLUTIONS, LLC

BY: _____

NAME: Donna Huey

TITLE: President

DATE: _____

Arkansas Department of Transportation

BY: _____

NAME: _____

TITLE: _____

DATE: _____

**ATTACHMENT A
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM
FOR ARKANSAS DEPARTMENT OF TRANSPORTATION
PREPARED BY: DATA TRANSFER SOLUTIONS, LLC**

REFERENCE: RFP# 21-003R

SCOPE OF SERVICES

The following Scope of Services are a combination of remote and on-site consultation, configuration and training services designed to provide the Arkansas Department of Transportation (ARDOT) with a Computerized Maintenance Management System (CMMS) utilizing VUEWorks, a COTS software application. ARDOT plans to replace the current MMS and utilize VUEWorks to proficiently plan, control/manage and report the status of maintenance operations with real time views of ongoing work. VUEWorks will interface with other ARDOT systems to convey and receive needed data. ARDOT plans to utilize cost accounting/activity-based costing to produce Annual Work Plans denoting the costs and specific resources required.

In-Scope Items

[REDACTED]

To balance cost against adequate service hours, DTS anticipates most services be conducted remotely occurring throughout the life of the implementation project.



- **Out-of-Scope Items**

1. Data cleansing, normalization, manipulation, editing, unless defined as part of the Data Migration Plan.
2. GIS data server configuration or network configuration on the ARDOT's IT infrastructure.
3. Database or server administration of any kind related to the ARDOT's IT Infrastructure. This includes the creation of database views for data integration activities from any data source.
4. The development of middleware or APIs to support customized interfaces or data conversions with 3rd party software, unless agreed upon as part of System Integration Plan.
5. Software enhancements to COTS product.

Assumptions

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Constraints

1. VUEWorks is a commercial "off the shelf" software with pre-determined configuration options (See Appendix C for list of Configurable Items). DTS team will make every effort to set up the configuration and integrations to meet the desired business functions within the possible settings. See Configuration document for list of options that can be configured within VUEWorks.
2. Due to the COVID-19 pandemic, there may be constraints to long-distance travel, on-site meetings or other required safety precautions that are set by either party. All efforts will be made to utilize technology to stay connected and identify backup individuals in the event of affected team members' inability to work in order to maintain the project schedule.



Dependencies

1. GIS data will be published out as a map service per the VUEWorks and Esri integration requirements and will be made available as required per project schedule to finalize the installation of the VUEWorks software.
2. VUEWorks CMMS must have access to database views, staging databases, or servers in order to review, test, and finalize integrations. System level credentials should be set as non-expiring.
3. The configuration is dependent upon receiving data and information from ARDOT on a timely basis to maintain the project schedule and budget. Request for data will include, but are not limited to:
 - a. list of asset types
 - b. service request issues
 - c. maintenance activities
 - d. personnel list with rate schedules
 - e. equipment list with rate schedule
 - f. inventory list with rate schedule
 - g. asset inspections tas
 - h. annual work plan reporting requirements
 - i. users and desired permissions

Project Implementation Tasks

The recommended phases for the implementation are as follows:

- Project Kickoff and Enterprise Software Installation
- Project Planning
- Data, Document and Process Review
- Configuration and Integration
- Testing
- Training
- Go-Live and Project Closeout

Project Kickoff and Enterprise Software Installation

The project kickoff meeting will occur remotely with the DOT. The kickoff meeting is where the project goals and objectives are laid out to the project team, team members and support personnel who will be involved in the process. The implementation tasks, goals, and draft schedule will be shared with the project team.

All team members will be made aware of when their support will be needed throughout the process, so they can plan for their involvement ahead of major and minor deadlines. This transparency is crucial to the success of the project and to mitigate any risks related to the inevitable change experienced by these team members.

The DTS team will install the VUEWorks software in the DEV environment. Installation sets up the framework from which all configuration activities occur. It is critical that the software is installed in this initial phase, so that all future phases can be configured as the project moves forward. As part of the installation process, VUEWorks will integrate with the DOT's enterprise GIS, Microsoft AD using SAML, and SMTP server. VUEWorks consumes GIS services through the REST endpoint. The DOT will be



provided with integration requirements documentation in advance.

As part of this phase, DTS shall provide the following:

1. Project Kickoff Meeting
2. Software installation in hosted environment

Project Planning

Upon the assemblage of a Project Team, an initial Project Management Plan will be developed and provided to the ARDOT by the DTS Project Manager; this will be the cornerstone for the project. The Project Management Plan will lay out the communication, issue, risk, and change management processes that will be followed on the project. Bi-weekly project status reports and meetings will be initiated by the DTS Project Manager.

During this phase, the project objectives and requirements will be reviewed by the team to ensure understanding and agreement. The DTS Project Manager will review the draft project schedule with the project team and will finalize the project schedule.

DTS will prepare a Testing and Acceptance Plan and draft Training Plan. Given that training, testing, and overall quality is ongoing throughout the project, it is important that the process and procedures are defined early. The Testing and Acceptance Plan and the Training Plan will be living documents, updated as needed throughout the project. The Testing and Acceptance Plan will set the processes for testing and define the acceptance criteria. The draft Training Plan will define the training approach, identify the key groups requiring training, specific training needs, and anticipated schedule desired by the DOT.

As part of this phase, DTS shall provide the following:

1. Project Management Plan and Updated Schedule
2. Testing and Quality Assurance Plan
3. Draft Training Plan

Data, Document and Process Review

The data, document, and process review stage encompass business analysis tasks to ensure the DTS project team understand where the ARDOT is today and where they need to go to meet the objectives. This involves an assessment of existing data and process and review of functional requirements. Tasks for this phase include, but are not limited to:

[REDACTED]



As part of this phase, DTS shall provide the following:

1. VUEWorks module configuration, data import, and integrations in Test environment
2. Progress meetings with ARDOT

Testing

DTS will perform QC testing and prepare the User Acceptance Testing Plan for ARDOT UAT testers. An initial meeting will be held to demonstrate the functionality and provide basic training on how to perform testing. ARDOT testers will be granted access to the Test environment and provided with test scripts to validate the data and configurations. ARDOT testers will provide consolidated testing feedback for review. Each item will be reviewed and retested by the DTS team. Feedback will be classified as: configuration change needed, request for design change, or training item. Requested design changes will be documented and routed through the change control process. DTS will finalize the configuration within the Test environment and obtain formal acceptance.

As part of this phase, DTS shall provide the following:

1. UAT tester preparation training session
2. User Acceptance Testing Plan
3. Access to Test environment

Training

DTS will work with the ARDOT to finalize the training details including specific curriculum, location, and attendee list and update the Training Plan. Training will be conducted by DTS instructors and standard training material, including report view definitions, will be provided in electronic format to users. Training typically consists of initial user training and remote follow-on sessions; however, the best approach will be discussed with the DOT in order to balance cost versus effectiveness and documented in the Training Plan.

As part of this phase, DTS shall provide the following:

1. Updated Training Plan
2. Training sessions per Training Plan
3. Standard Training Material

Go-Live and Project Closeout

DTS will establish the production environment based on the Test environment. The production environment will be QC'd by the DTS team ensuring configuration settings, data load, and integrations are functional. Data migration tasks outlined in the Data Migration Plan will be executed with the final system cut-over data from other systems. User accounts will be imported.

During the roll out or go-live period, DTS will provide thirty calendar days of go-live assistance to ARDOT system administrators. Roll-out support includes a weekly pre-set call-in time for system administrators to ask questions or discuss issues that users have reported during the week.

The VUEWorks Support team will continue to provide support to administrators beyond the initial roll-out period. DTS will provide knowledge transfer and transition to VUEWorks Support. A meeting will be schedule to introduce the ARDOT administrator to the Support Manager and train ARDOT administrators on the support ticketing process. All users will have access to the VUEWorks Customer Support Portal to access the knowledge base, past webinars, and community forum.

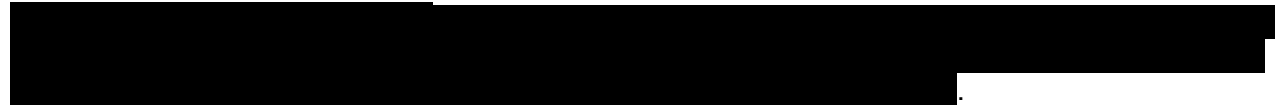
DTS will provide closing documentation that will include sign-off on all completed tasks

As part of this phase, DTS shall provide the following:

1. VUEWorks configuration in Production environment
2. Go-live and 30 days of roll-out support calls
3. Knowledge transfer and training on VUEWorks Support ticketing process
4. Access to the VUEWorks Customer Support Portal
5. Lessons learned session with close out documentation

**PROJECT SCHEDULE**

The tasks in the project schedule align with the scope of services. The project schedule will be maintained by the DTS Project Manager through the life of the project to track progress and completion. The project schedule will be updated to reflect the project start date. [The project schedule will be provided as](#) appendix B.

YEAR 1 PROJECT INVOICING

Description	Invoice Method	Fee
VUEWorks Software License	Upon Contract Execution	██████████
Hosting	Upon Contract Execution	██████████
Installation	Percent Complete	██████████
Business Analysis Services	Percent Complete	██████████
Implementation Services	Percent Complete	██████████
Testing Services	Percent Complete	██████████
Training Services	Percent Complete	██████████
Year 1 Support & Maintenance (Prorated)*	Go-Live per Schedule	██████████
Year 1 Total		\$1,634,667.00

* Year 1 Support and Maintenance will be prorated for the remaining months in year 1 based on a full year Support and Maintenance fee of ██████████. This equates to approximately ██████████ per month. Total cost to be calculated based on go-live date.

APPENDIX A

Scope of Work per RFP

Planning

- Able to build an annual workplan using our resource and contract information, activity standards, asset inventory, work calendar, and materials requirement guidelines based on level of effort to be completed for each activity per feature inventory with all resource and cost requirements
- Able to accommodate at least 3 levels of plans (county crews, district crews, statewide crews) to be combined into an annual workplan for all state maintenance forces
- Each crew needs to be able to modify the estimates to suit their own situation, including entering in their own resource (LEM) entries
- Able to build, store, and analyze multiple workplans (what-if scenarios)
- Able to level resources
- Plan can be sent through an digital approval/signoff process

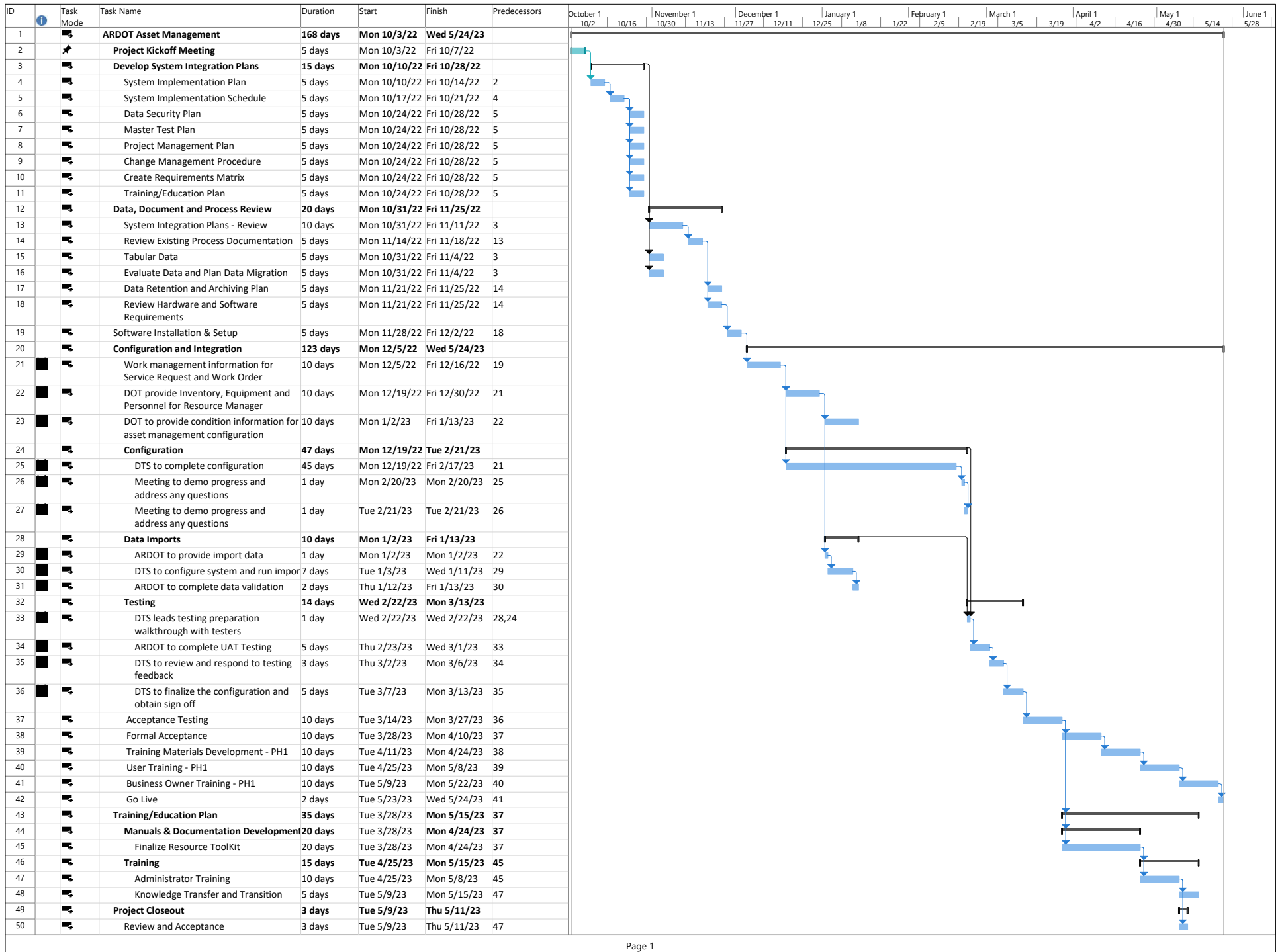
Reports and Analytics

- Able to pull data from other systems to generate reports and analysis
- Provides estimated vs actual analysis and reports
- Provides year to year analysis of an activity
- Provide real-time information about the status of plan
- Ability to create custom reports and export them to formats such as Excel, CSV, PDF, etc.
- Actuals will be entered into Kronos and Oracle Cloud so analytics must be able to deal with data in those systems.

Technical Specifications

- The Department owns the data on the system.
- Single sign on with Microsoft AD using SAML
- Provides audit trails throughout the entire system
- Integration with Kronos, Oracle Cloud, Road Inventory, P6, and other department software if required
- Able to work with the Department's linear referencing system
- Maintain/keep an unlimited data history

APPENDIX B
PROJECT SCHEDULE



APPENDIX C Configurable Items

Core System Settings

[REDACTED]

Service Requests (SR)

[REDACTED]

Work Orders (WO)

[REDACTED]

[REDACTED]

Resource Manager

[REDACTED]

[REDACTED]

[REDACTED]

Facilities

[REDACTED]

Condition

[REDACTED]

Risk

[REDACTED]

Projects

[REDACTED]

Valuation

[REDACTED]

Budget Forecasting

[REDACTED]