

Date: June 21, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Agenda Item No. 8(P)(3)

Resolution No. R-531-23

Subject: Recommendation for Approval to Award Professional Services to Upgrade Oracle Customer Information System

Summary

This item is recommending award of a contract for an upgrade to the existing on-premise Oracle Customer Care and Billing (CCB) system from Version 2.4 to an Oracle Customer Cloud Services (CCS) platform for the Water and Sewer Department (WASD). Currently, WASD utilizes CCB to manage, service, and bill over 470,000 accounts, resulting in approximately 9,000 bills to customers every day. The enhancement and upgrade from an on-premise based system which is at the end of life to CCS is required to remain technically compliant in terms of security, compatibility, and performance, as well as receive Oracle Premier Support, which provides essential services and resources to maintain the availability of the system and business applications. In addition, the enhancement will allow WASD to derive the benefits acquired from Software as a Service (SaaS), such as scale and agility, along with having timely access to the latest features implemented by Oracle. The SaaS model will minimize customizations, eliminate the need for costly and disruptive on-premise upgrades, and take advantage of new and enhanced functionalities to optimize best practices for a utility management platform and the processes that are currently being performed.

This upgrade to CCS will streamline operations and reduce costs by eliminating some customizations and converting required code of the County's on-premise CCB to CCS. This will allow WASD to provide a more intuitive user experience for its customers and department personnel. Additionally, the contract will provide professional and consulting services including software implementation, integrations, data conversion, configurations, training, and technical support services. It will also include configuration of the billing module which will lay down the foundation necessary for integration with the advance meter infrastructure system WASD is currently procuring.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award, *Contract No. RFP-02293, Professional Services to Upgrade Oracle Customer Information System*, to TMG Utility Advisory Services, Inc. dba TMG Consulting (TMG) for WASD in the amount of \$4,786,400 for a five-year term.

Background

A Request for Proposals (RFP) was issued under full and open competition on April 15, 2022. On the closing date of June 14, 2022, the County received eight proposals, including three from local firms. Evaluation meetings were held in late August 2022, followed by oral presentations by four vendors, and subsequent final scoring in November 2022. The Competitive Selection Committee reached a consensus that the proposed implementation plan offered by TMG presented the most comprehensive approach in its proposal and that it included appropriate functionality and structure to meet the operational goals and requirements in an economical fashion. Negotiations commenced in late November 2022 and concluded in March 2023. Through negotiations, staff was able to finalize a comprehensive functional scope and achieve an appropriate pricing structure to ensure the best value to the County.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$4,786,400. This is a new project for the County.

Department	Allocation	Funding Source	Contract Manager
WASD	\$4,786,400	Proprietary Funds	Elena Montalvo
Total:	\$4,786,400		

Track Record/Monitor

Angela Mathews-Tranumn of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition, and eight proposals were received in response to the solicitation.

Pursuant to Resolution No. R-477-18, the highest-ranked proposer is recommended accordance with the method of award per the solicitation and is non-local.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
TMG Utility Advisory Services, Inc. dba TMG Consulting	388 Feathergrass Drive Buda, TX	None	0	Aletha Glanvill
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
Accenture, LLP	Yes	Evaluation Scores/Ranking
Ernst & Young, LLP	Yes	
Meridian Integration, LLC	No	
Oracle America, Inc.	No	
Origin Consulting, LLC	No	
Qualex Consulting Services, Inc.	Yes	
Red Clay Consulting Services, Inc.	No	

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors,

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise Selection Factor and Local Preference applied .
- The Living Wage does not apply as the services are not covered under the Ordinance.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(3)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved Danielle Limerick Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(3)
6-21-23

RESOLUTION NO. R-531-23

RESOLUTION APPROVING THE AWARD OF CONTRACT NO. RFP-02293 TO TMG UTILITY ADVISORY SERVICES, INC. DBA TMG CONSULTING FOR THE PURCHASE OF PROFESSIONAL SERVICES TO UPGRADE THE ORACLE CUSTOMER INFORMATION SYSTEM FOR THE WATER AND SEWER DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$4,786,400.00 FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the foregoing recital and incorporates it as if set forth herein.

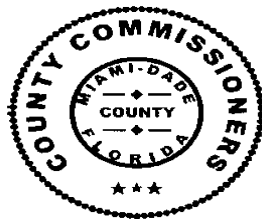
Section 2. This Board approves the award of Contract No. RFP-02293 to TMG Utility Advisory Services, Inc. dba TMG Consulting, in substantially the form attached and made a part hereof, for the purchase of professional services to upgrade the Oracle Customer Information System in a total amount not to exceed \$4,786,400.00 for a five-year term.

Section 3. This Board authorizes the County Mayor or County Mayor's to exercise all provisions of the contract, including any cancellation and extension provisions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	absent	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Angela F. Benjamin

Professional Services to Upgrade Oracle Customer Information System
Contract No. 02293

THIS AGREEMENT for the provision of Professional Services to upgrade to Oracle Customer Information System, made and entered into as of this day of 2023 by and between TMG Utility Advisory Services, Inc. dba TMG Consulting, Inc. , a corporation organized and existing under the laws of the State of Texas, having its principal office at 388 Feathergrass Drive, Buda TX 78610 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, ~~Florida 33128~~ (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Professional Services to Upgrade Oracle Customer Information System, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. 02293 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated June 14th, 2022 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor Professional Services to Upgrade Oracle Customer Information System for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- 1.1 The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- 1.2 The word "Contract" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- 1.3 The words "Contract Manager" to mean the Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- 1.4 The word "Contractor" to mean TMG Utility Advisory Services, Inc. dba TMG Consulting, Inc and its permitted successors.
- 1.5 The word "Days" to mean calendar days.
- 1.6 The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- 1.7 The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, software development or customization, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- 1.8 The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Solution which are furnished to Licensee by County in connection with the Software.

- 1.9 The words "Final Acceptance" to mean the County's written approval, upon successful completion of the Reliability Period, stating that all components of the Scope of Services have been performed and the Licensed Software functionality is fully operable and in conformance with the Scope of Services of this Agreement.
- 1.10 The words "Implementation Timeline" to mean the estimated time for task execution.
- 1.11 The words "Go-Live" to mean the date that the Licensed Software, accepted by the County, will be placed into a production environment.
- 1.12 The words "Licensed Software" to mean the software component(s) licensed by the Software Provider to the County pursuant to the terms of the associated agreement between the County and the Software Provider..
- 1.13 The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- 1.14 The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- 1.15 The words "Service" or "Services" to mean the provision of professional services in accordance with the Scope of Services.
- 1.16 The words "Software Provider" to mean Oracle America, Inc or successor which has entered into an agreement with the County for the provision of the Licensed Software.
- 1.17 The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- 1.18 The words "Technical Support Services" to mean those services outlined in Appendix A that the Contractor provides to the County in order to ensure optimal performance of the Licensed Software, include all components thereof.
- 1.19 The words "Third Party Software" to mean a computer program created or developed by a different company.
- 1.20 The word "Update" to mean periodic releases of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance provided by the Software Provider.
- 1.21 The word "Upgrade" to mean periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system or major changes in capability and functionality.
- 1.22 The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 52 2) Appendix A - Scope of Services, 3) Appendix B - Price and Payment Schedule, 4) Appendix C - Implementation Timeline, and 5) Miami-Dade County's RFP No. 02293 and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- 3.1 References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- 3.2 Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- 3.3 The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this

Agreement.

- 3.4 The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- 3.5 The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- 3.6 The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- 4.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- 4.2 The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- 4.3 The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- 4.4 The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- 4.5 The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution, whichever is later, and shall continue through the last day of the 60th (sixty) month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. DELIVERY

- 6.1 Documentation. The Contractor shall provide electronic copies of documents as outlined in Appendix A, "Scope of Services" for the Solution throughout the term of this Agreement, including any extensions exercised by the County..

ARTICLE 7. ADDITIONAL SERVICES

- 7.1 The County may, from time to time, request that the Contractor provide certain additional Services related to, but not explicitly stated in Appendix A, which may be required by the County in its use of the Licensed Software (the "Additional Services"). Upon the County's request for such Additional Services, the Contractor shall prepare a Statement of Work ("SOW") for the specific Additional Services that shall define the Work to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the Additional Work which shall comply with those rates outlined Appendix B - Price and Payment Schedule.
- 7.2 After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed staffing, anticipated schedule, and other information relevant to the Additional Services. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Any Developed Works developed or provided pursuant to any SOW shall become the property of the County. Notwithstanding the foregoing, performance of any such Additional Services shall not compromise the Contractor's warranty obligations.
- 7.3 Following the County's acceptance of all Additional Services, the Contractor shall provide the County, if so requested, with written confirmation of the date the Additional Services were completed, and any and all Documentation relating to the Licensed Software and/or Developed Works thereto.

ARTICLE 8. IMPLEMENTATION SERVICES

- 8.1 If the Contractor fails to provide Services or associated Deliverables within the time specified or if the Services delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may (i) reject the Deliverable or Service in totality or (ii) accept any portion of Deliverable, and reject the balance of the Deliverable or Service. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or updated Deliverable or Service within a mutually agreed upon time period following the Contractor's receipt of the County's rejection notice.
- 8.2 The Contractor shall bear the risk of loss or damage to the Deliverable until the time the Project Manager certifies that the Deliverable has successfully completed the acceptance testing whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the gross negligence or willful acts of the County.
- 8.3 Contractor agrees to do all things necessary for proper completion of the Services and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all Work with all other contractors and/or County personnel performing work to complete Services. The County shall be responsible for resolving all disputes relating to site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Services. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- 8.4 Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required Work to successfully achieve all objectives set forth in the Scope of Services, including, but not limited to, (a) Licensed Software configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other contractors that are supplying peripheral or ancillary equipment required for the use of the Licensed Software; and (g) any additional services necessary to ensure Contractor's compliance with this Article 11.
- 8.5 Testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Licensed Software in conformance with the requirements of the Contract. This will include an actual demonstration of all required Licensed Software functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating Licensed

Software performance.

ARTICLE 9. TESTS

The Contractor shall configure and program the Licensed Software to conform to the Scope of Services. The Licensed Software shall be subject to numerous tests, including acceptance testing as further defined in the Scope of Services as developed and agreed by both parties. To assure Licensed Software performance, the County's Project Manager will coordinate all testing of the Licensed Software and provide Final Acceptance upon completion of all milestones and Deliverables as outlined in the Scope of Services.

Failure of the Services to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, Upgrades and/or Updates of the Licensed Software require separate testing periods and sign-off from the Project Manager prior to Go-Live via mutually agreed upon acceptance testing process.

ARTICLE 10. EXTENSION OF TIME

10.1 If the Contractor is delayed at any time hereunder due to any of the following then the affected schedule or the required performance of Work may be extended by the County in the reasonable exercise of its discretion for such reasonable time as the County may determine, subject to the following conditions:

- i. The cause of the delay is beyond the Contractor's control and arises without its fault or negligence, and arises after the execution hereof and neither was nor could have been anticipated by the Contractor by reasonable investigation; and
- ii. The completion of the Work will be actually and necessarily delayed by the causes set forth in "i" above; and
- iii. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- iv. The Contractor has provided a written request and other information to the County, as described in subsection (17.4) below, within ten (10) days after the time the Contractor knows or reasonably should have known of any cause which might result in a delay for which the Contractor may request an extension of time (the "Delay Notice"). The Contractor shall specifically state in such Delay Notice that an extension is or may be requested and identify the cause of the delay, describing the nature and its effect on the completion of the affected portions of the Work identified in the Delay Notice. If the Contractor fails to give the Delay Notice timely, the right to request an extension for such cause shall be waived.

10.2 All references in this Article to the Contractor shall be deemed to include Subcontractors and suppliers, all of whom shall be considered as agents of the Contractor.

10.3 The period of any extension of time shall be only that which is necessary to make up the time actually lost. The County reserves the right to rescind or shorten any extension previously granted if the County subsequently determines that any information provided by the Contractor in support of its request for an extension of time was erroneous or that there has been a material change in the facts stated.

10.4 The County may require the Contractor to furnish such additional information or documentation, as the County shall reasonably deem necessary or helpful in considering an extension request. The Contractor understands an extension of time will not be granted unless the Contractor affirmatively demonstrates to the County's reasonable satisfaction that the circumstances shown justify such extension.

10.5 Within thirty (30) days of its receipt of all information and documentation as may be required by the County, the County shall advise the Contractor of its decision on such requested extension. Notwithstanding the foregoing, where it is not reasonably practicable for the County to render its decision within such thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

- 10.6 Since the granting of an extension of time may materially alter the scheduling plans and other actions of the County and since, with sufficient notice, the County might, if it should so elect, attempt to mitigate the effect of the delay for which an extension of time might be claimed, and since mere oral notice may cause a dispute as to the existence or substance thereof, the giving of written notice as required in subsection (17.1)(iv) above shall be a condition precedent to the Contractor's rights hereunder.
- 10.7 Should any person seek a restraining order, preliminary injunction or an injunction, of which the Contractor becomes aware, which may delay the Work, configuration, installation, or delivery of the Solution, the Contractor shall promptly give the County a copy of all legal papers received or prepared or received by the Contractor in connection with such action or proceeding.
- 10.8 Neither permitting the Contractor to proceed with the Work subsequent to any missed schedule or performance of any Work (as such date may have been extended pursuant to Article 18 "Extension of Time Not Cumulative"), nor the making of any payments to the Contractor shall compromise the County's contractual right to delay of payment as outlined within Appendix B "Price and Payment Schedule" or to declare the Contractor in default.
- 10.9 County Extension of Time. The County may exercise upon reasonable notice to the Contractor, an extension of time to complete any County responsibility outlined within the Scope of Services. This notification shall include information as to the need for the extension and the anticipated date of completion. Contractor hereby agrees to make no claim for damages for the extension, whether contemplated or not contemplated, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of Services.

ARTICLE 11. EXTENSION OF TIME NOT CUMULATIVE

In the event the Contractor shall be delayed concurrently by two or more of the causes identified in Article 19 "Extension of Time" above, the Contractor shall be entitled to a separate extension of time for each one of the causes but only one period of extension shall be granted for the delay. In addition, the Contractor shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Services unless the overall services is necessarily affected by the delay. Accordingly, in the event of a delay, the Contractor shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

ARTICLE 12. NO DAMAGES FOR DELAY

The Contractor hereby agrees to make no claim for damages for delay, whether contemplated or not contemplated, in the performance hereunder occasioned by any acts or omissions to act of the County, or any of its representatives or other contractors, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Work.

ARTICLE 13. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

a) to the Project Manager:

Miami-Dade County
Information Technical Department , Water & Sewer
Attention: System Support Manager
Phone: (786) 552-8401
E-mail: Elena.Montalvo@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Attention: Jana Marek
Phone: 512-993-6331
E-mail: jana.marek@tmgconsulting.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 14. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 15. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 16. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically pursuant to Appendix B upon invoices certified by the Contractor.. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty - five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the

Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

Miami-Dade County
MDC Invoice Submittal
invsubp@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 17. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate.
Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.
- E. Cyber Liability Insurance in an amount not less than \$1,000,000

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 18. MANNER OF PERFORMANCE

- 18.1 The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- 18.2 The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- 18.3 The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- 18.4 The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- 18.5 The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- 18.6 The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 19. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 20. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 21. DISPUTE RESOLUTION PROCEDURE

- 21.1 The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- 21.2 The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- 21.3 The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- 21.4 In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- 21.5 The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

21.6 This Article will survive the termination or expiration of this Agreement.

ARTICLE 22. MUTUAL OBLIGATIONS

22.1 This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

22.2 Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

22.3 In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 23. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 24. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 25. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. If the County has an issue with a resource supplied by TMG, the County can request in writing that a suitable replacement be provided. Also, if TMG needs to replace a resource during the project, the County has the right to review the resume of the replacement and make final approval with TMG. The intent of this is to ensure the right mix of skills for the project team.

However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 26. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 27. SUBCONTRACTUAL RELATIONS

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27.1 If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor;

and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- 27.2 The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- 27.3 Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- 27.4 In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- 27.5 The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 28. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 29. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 30. TERMINATION AND SUSPENSION OF WORK

- 30.1 This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 42) and fails to cure said Event of Default (as delineated below in Article 43), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- 30.2 This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- 30.3 If County terminates this Agreement for cause under Article 41.1 above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- 30.4 The foregoing notwithstanding, if the Contractors attempts to meet its contractual obligations with the County through fraud,

misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

30.5 In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- i. stop Work on the date specified in the notice (the "Effective Termination Date");
- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
- iii. cancel orders;
- iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and
- vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

30.6 In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

30.7 All compensation pursuant to this Article are subject to audit.

30.8 In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 31. EVENT OF DEFAULT

31.1 An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:

- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
- ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
- iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
- vii. the Contractor has failed in the representation of any warranties stated herein; or

viii. the Contractor fails to comply with Article 57, County User Access Program (UAP).

31.2 When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation and/or material breach of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 32. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 33. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 34. PATENT AND COPYRIGHT INDEMNIFICATION

34.1 The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

34.2 The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

34.3 The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder.

Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- 34.4 In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- 34.5 The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 35. CONFIDENTIALITY

- 35.1 All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- 35.2 The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- 35.3 In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 36. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 37. PROPRIETARY RIGHTS

37.1 The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

37.2 All Developed Works shall become the property of the County.

37.3 Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

37.4 Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 38. VENDOR REGISTRATION/CONFLICT OF INTEREST

38.1 Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue

Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article I, Section 2-8.1(i) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County Verification of Employment Eligibility (E-Verify) Affidavit**
(Section 448.095, of the Florida State Statutes)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution No. R-919-18)
14. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
15. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2 - 8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
16. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

38.2 Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 39. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the

Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 40. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- r) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal

employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 46. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 47. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 48. LIENS

The Contractor is prohibited from placing a lien on County property. This prohibition shall apply to all Subcontractors.

ARTICLE 49. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 50. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 51. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 52. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Contractor

Miami-Dade County

By:

Name:

Title:

Date:

Attest:

Corporate Secretary/Notary Public

By:

Name:

Title:

Date:

Attest:

Daniella Levine Cava

Mayor

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency



Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

for

Miami-Dade County Water and Sewer Department (County)

Consulting Services to Upgrade Oracle's Customer Care and Billing (CC&B) Production CIS to Oracle's
Customer Cloud Solution (CCS)

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Summary of Business Need

The purpose of this Statement of Work (SOW) is to detail the support services contracted with TMG Utility Advisory Services, Inc. DBA TMG Consulting ("TMG") pursuant to Contract No. RFP-02293 and its Amendments, if any with Miami-Dade County ("County").

The County wishes to engage TMG to provide services to assist the County staff with the upgrade of the current production version of CC&B to the latest version of Oracle's Customer Cloud Solution (CCS). These services include:

- Upgrading to CCS, eliminating customizations where possible and converting required code of the County's on-premises CC&B to Oracle's Customer Cloud Service (CCS), in order to remain technically up to date and current on Premier Support and derive the benefits of the Software as a Service (SaaS) solutions.
- TMG will complete the implementation in a manner that addresses the County's business needs, which may necessitate configuration of CCS in a manner that accommodates the use of process and applications that are specific to the County, with the understanding that the County's intent is to minimize customizations as much as possible and take advantage of new and enhanced functionalities that will allow the County to maintain utility best practices for the processes currently being performed. Additionally, given the fact that the CC&B is intrinsically related to other Oracle Utility Framework (OUF) products, namely Mobile Workforce Management (MWM), Process Integration Pack (PIP) and Oracle Real-Time Scheduler (ORS), a holistic approach is requested by the County to ensure the entire suite is performing to its best ability. Accordingly, tasks associated with those applications are included within this SOW.

Scope of Work/Services

The TMG will conduct CCS upgrade services to accomplish the following:

Upgrade to CCS, Performance Tuning, Database Archiving

- Review Oracle order form document for CCS prior to County execution and provide feedback and recommendations on structure and content within 30 days of receipt.
- Perform review of existing production systems (CCB, MWM, PIP, ORS), inclusive of architecture design, configurations, network and hardware infrastructure, and provide detailed recommendations to ensure compatibility with upgrade requirements, as well as to improve overall performance of such systems.
- Configure CCS environments on Oracle's Cloud, inclusive of development of integration points further described in Appendix E, as required to fully carry out business functions.
- Develop and produce documentation of all configurations
- Develop and produce application data flow diagram.
- Perform data conversion and migration from CCB 2.4 on-premise environment to CCS on the Cloud. Perform Fit/Gap analysis to determine existing customizations (Appendix D) that can be eliminated or replaced by leveraging base functionality offered in CCS or adjusting business processes as indicated within section 2.2. Provide results and recommendations for WASD's consideration and determination.
- Upon WASD's determination based on Fit/Gap analysis, implement base functionality configuration/processes to replace customizations deemed replaceable.
- Convert/develop remaining COBOL, Java and other customizations that could not be eliminated but are still needed, to work within CCS environment.
- Modify the internet customer Self-service Application (SSA) web services, written in-house, as required by the upgrade to work within CCS environment.
- Evaluate possible elimination of Oracle Process Integration Pack for Oracle Utilities Field Work (FWPIP) which acts as bridge between CCB and Oracle's Mobile Workforce Management (MWM) application and Infor EAMS. Provide results and recommendation for WASD.
- Conduct a MWM and FW PIP assessment. If deemed advantageous, develop direct integrations between CCS and MWM and between CCS and EAMS. Both integrations would support the custom functionality that is currently part of the FWPIP interfaces to MWM and EAMS respectively. Otherwise, develop integration between CCS and FWPIP.
- Configure Oracle Meter Data Management (MDM) to handle scalar and interval meter reading.
- Configure Oracle Smart Grid Gateway (SGG) for Miami Spring's meters (approximately 5,000 AMI endpoints – 10,000 channels), transitioning from scalar to interval reads for billing purposes.
- Configure CCS Cloud Object Storage as needed and develop and provide to the County a strategy to manage storage following best practices.
- Setup DevOps tools to work with CCS environment configuring pipelines, repositories, and other components to enable the County to use DevOps tools with Groovy; if needed, in equivalent capacity to their current use of the tools.

- Convert XML Application Integration (XAI) services to Inbound Web Services.
- Implement test cases by developing scripts and configuring the Oracle Utilities Testing Accelerator (UTA) tool to be used during the different testing phases (unit, system, integration, performance, end-user, regression). WASD will provide currently used CCB test cases for review to assist in development of test cases.
- Configure migration tool to facilitate migration between environments, providing completely configured Configuration Migration Assistant (CMA).
- Develop migration plan that adheres to Oracle's restrictions as described in their document titled "Utilities Cloud Global Business Unit Service Descriptions and Metrics"
- Configure security roles and implement management strategies.
- Implement database archiving by configuring Information Lifecycle Management (ILM) in accordance with WASD's records retention policy, provided in Appendix F.
- Implement the following features at a minimum:
 - Customer 360 Portal
 - Case Portal
 - To do Management Portal
- Develop and provide a report and implementation plan that will include additional functional upgrades and enhancements which were not included in the initial implementation that are available to the County to enhance the specific business processes of WASD and result in efficiencies. The County anticipates this plan and report will be presented during virtual meetings with County staff for review and feedback prior to being finalized, incorporating the feedback.
- Perform task to make SSA web services compatible with the upgraded CCS version, including but not limited to:
 - Convert XAI webservises to use IWS
 - Refactor older webservises to the current framework
 - Migrate cases to the latest Framework
 - Convert Java code to Groovy; if needed
 - Modify webservises as required by data changes inclusive of usage for AMI accounts
- Perform tasks required for the data warehouse and the reports to work with CCS, including but not limited to:
 - Ensure that data warehouse is able to obtain updated data from CCS nearly real time.
 - Update Microsoft Azure Data Factory data flows as required by data changes between CCB and CCS
 - Update Azure Analysis Services model as required by data changes between CCB and CCS
 - Update existing Power BI reports as required by data changes between CCB and CCS
- Conduct evaluation of CCS performance and provide recommendations to the County for enhancements related to performance fine tuning of MWM, PIP (if not eliminated) and ORS systems to achieve optimal overall performance of each application and improve user experience, including an evaluation of the following factors:
 - System response time
 - Batch execution times
 - Queries execution times
 - Thread pool workers
 - Configuration of application server (WebLogic) JDBC connection pool
- Conduct independent quality assessments.

Data Conversion

- TMG will provide the necessary data conversion and migration services to convert and transfer the County's existing data into CCS. TMG will be responsible for the loading of the data into CCS and shall provide verification that data records are successfully converted. TMG will perform the mapping of the data in the extracted and transformed files to the structure of CCS, including identification of data scrubbing and resulting transformation tasks. TMG will be responsible for understanding the mapping of the data in the extracted and transformed files to the structure of CCS. County staff will be consulted to answer questions about the data within the files to be used for data loading into CCS. TMG will provide a 'crosswalk' document mapping differences between the CC&B data model and the CCS data model.
- Up to 10 years of data from CC&B and will be confirmed during or before the planning phase.

Testing

MDC033

- TMG will manage and participate in all project-related testing to be conducted, including:

- System Testing,
- Integration Testing,
- Stress/Performance Testing,
- User Acceptance Testing, and
- Regression Testing.

The County requires TMG to complete system testing prior to the County's User Acceptance Testing ("UAT"). TMG will produce and provide documentation related to system testing for County verification, validation and approval prior to UAT. All test results produced by TMG will be documented and shared with the County, both at individual test case and test summary levels.

The County expects TMG to provide assistance as necessary throughout the testing process in the form of advice, product information, and guidance in relation the proposed upgrade in order to ensure that it is able to effectively and efficiently document and perform its required testing activities. TMG will implement test cases by developing scripts in the Oracle Utilities Testing Accelerator (UTA) tool and to correct issues identified during the testing phase of the project, prior to Go-live.

Testing will verify that all aspects of CCS are functioning appropriately per County requirements identified during initial workshops, including but not limited to:

- CCS online functions,
- Batch jobs,
- CCS interfaces,
- Reports and Queries,
- Self-Service application,
- Data Warehouse

Post Implementation Ongoing Support

- TMG will be responsible for providing technical support services to ensure optimal performance of CCS for a period of 3 months from the Go-Live date. Technical support services shall be available to authorized County staff in the form of unlimited email and live telephone support 24x7, with maximum required response time of 1 hour within business hours (8:00 a.m. to 5:00 p.m. EST, Monday to Friday) and 2 hours during non-business hours. TMG will have the ability to track all work requests, complaints, informative calls, and provide escalation options and procedures. TMG agrees that correction of defects during the upgrade implementation will be conducted at no additional charge to the County.

Documentation

- TMG will provide project documentation throughout the life of the Contract. Documentation will be uploaded to a County-provided SharePoint site to share it with the County's team. All documentation shall become the property of the County.

Collaboration Tools

- TMG will use Microsoft Teams to collaborate with the County's team, unless otherwise directed by the County.

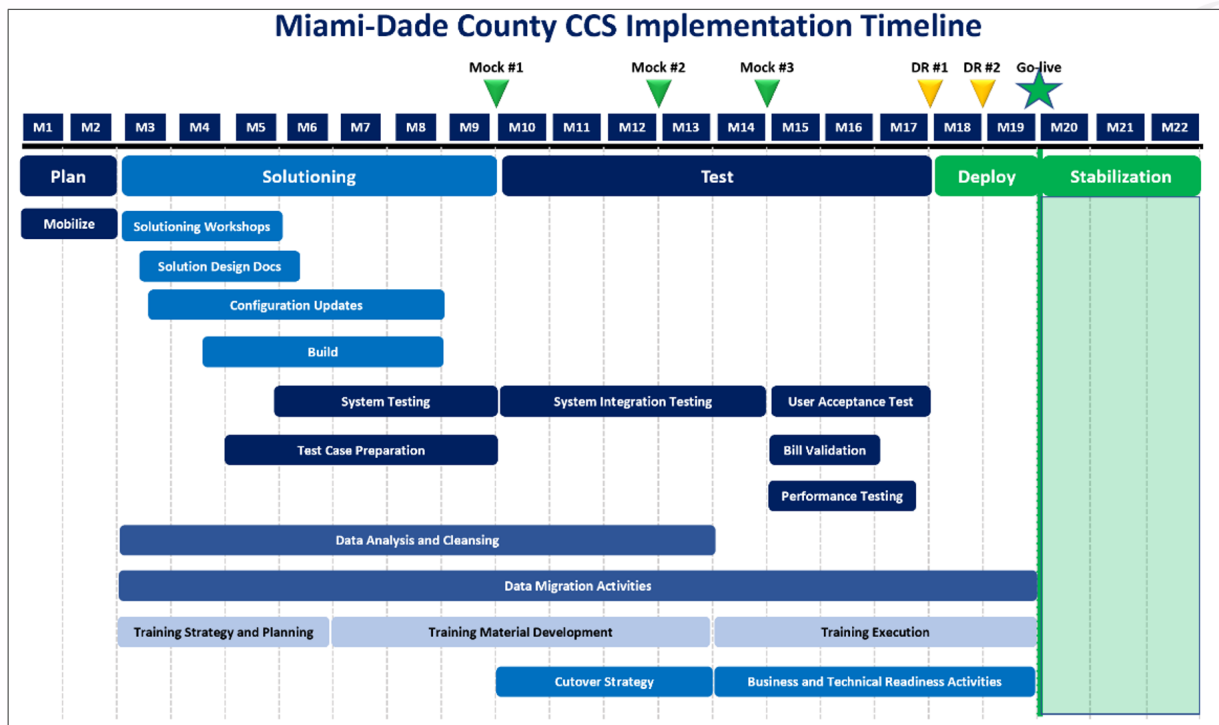
Change Management

- TMG will provide change management to assist with organizational transformation, change management and business process re-engineering. An effective implementation shall incorporate an organizational change management effort to address the various changes taking place with not only the technology, but also the business process and the people-focused changes. The scope and magnitude of the upgrade to CCS mandates that change management must incorporate a mutually accessible mechanism to document and track all changes to the project, scope and their resulting outcome. TMG will create and maintain a change management plan for the duration of the upgrade.

The following items are out of scope:

- New CCS functionality that requires additional configuration or customization that would be for new functional business processes. (New CCS functionality that covers of existing business processes are in scope).
- Modifications to any third-party solutions.
- Establishing or maintaining a data warehouse or data lake.

The following diagram covers the proposed timeline for planning through stabilization for the County:



Project Management

The County will provide TMG with cooperation, including providing relevant documents and content as requested. Additionally, the County will provide project oversight and team resources including Executive Sponsor, Program Manager, Project Manager, Stakeholder Workgroup, Subject Matter Experts and Technical Leads as further described below.

TMG's Project Manager will provide efficient and effective Project Management throughout the implementation by delivering the services described below to the County. The Project Manager's focus will change throughout the project based on the phase of the project, the solution being implemented, and the responsibilities of each party, according to the contract.

a) Project Governance – TMG will work with the County's PMO, Workgroup/Subject Matter Experts, Leads, and Executive Sponsor to establish a governance model for the project. The following will be established for inclusion in a Project Management Plan (PMP):

- A team structure and organizational chart including the implementation team, support staff, third parties, Stakeholder Workgroup members, etc., with reporting structures, communication cadence, authority levels and roles and responsibilities, and
- A description and key elements of plans, tools, and procedures that will be used in the management of the project.

Key roles in the project governance would include:

- County Executive Sponsor– Responsible for the overall project vision and resource authorization, and
- County Stakeholder Workgroup – Will comprised of stakeholders familiar with the use of CCB and provide direction and advice
- County Program/Project Manager – Responsible for the task assignments and coordination of County resources.
- Subject Matter Experts - shall ensure the facts and details are correct so that the project's/program's deliverable(s) will meet the needs of the stakeholders, legislation, policies, standards, and best practices, accurately representing their business units' needs to the project team.
- TMG Project Sponsor – Responsible for the overall success of the project,
- TMG Project Manager – Responsible for the day-to-day activities of the project,

At a minimum, the following meetings would be recommended to ensure adherence to governance guidelines:

- Project Management Office (PMO) - Weekly meetings, and
- Stakeholder Workgroup – Monthly meetings.

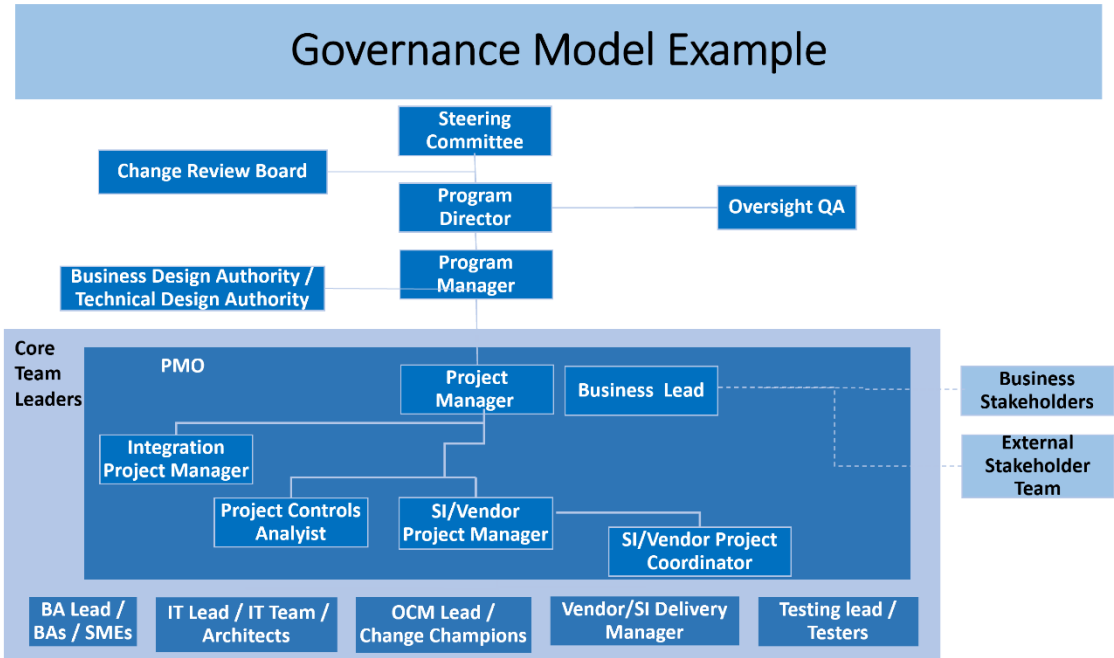
b) Project plan creation and tracking - TMG will create an Integrated Project Plan (IPP) as part of this project, which will be updated weekly, with input from the individual workstream leads. The TMG project manager will meet with the County project manager each week to review the project status report and updates to the milestones, deliverables, and workstream tasks within the IPP.

c) Risk Assessment and management - The Risk Management plan is a component of the Project Management Plan (PMP) and defines a structured process for identifying, documenting, tracking, and managing project risks throughout the lifecycle of the project. All members of the project team have a role in identifying project risks. The goal of risk management is to reduce negative consequences

on the project by reducing its probability and severity. Risk management does not necessarily eliminate risk but attempts to reduce the negative consequences or exposure to risk.

The TMG project manager and the County project manager will work together to collaboratively manage risk by identifying the early signs of risk, assessing the impact, briefing the relevant parties, and implementing mitigation or risk response measures regardless of who is responsible for the risk. An initial risk assessment is performed as part of project start-up activities with risk reviews continuing throughout the course of the project. Understanding and reviewing risks is an ongoing task and an important responsibility of the project managers.

- d) **Communication Management** - The Communications Management Plan is also a component of the Project Management Plan and addresses the overall communication approach for the engagement. Project communication is a critical function in any project and a formal method must exist for effective communications with all project stakeholders. Outlined below are elements of the Communications Management Plan.
- The following table is a representative sample of the Project Team Communication Matrix based on stakeholder analysis of importance and influence:



The following table is a sample view of the recurring communication events (meetings) that are recommended during the project that would be included in the Communications Management Plan:

Project Reporting Cycle / Governance Level Reporting



Project management responsibilities can vary by contract, depending on the specific needs of each utility. TMG will work with the County to manage to and maintain the RACI, which clearly defines the responsibilities of TMG and those of the County – here are some examples of responsibility to be discussed during the course of the planning phase:

- Review and update Project Plan provided by TMG at the onset of the project.
- Document project standards and controls,
- Review of roles and responsibilities,
- Onboard the project teams,
- Secure project team workspace, if needed,
- Conduct Kick-off meeting with the project team and Executive Sponsor
- Create the Project Management Plan (PMP),
- Define risk, issue and change order management procedures,
- Create RAID Register (Risks, Action Items, Issues & Decisions),
- Operate Command Center to triage problem management support issues,
- Confirm Final Systems Acceptance criteria met, and
- Close out project and hand support over to the County.

RACI Definition:

R	Responsible - The team that actually carries out the process or task assignment, is responsible to get the job done.
A	Accountable - The team who is ultimately accountable to making sure the task or process is completed appropriately. Responsible team is accountable to this team.
C	Consulted - Team or individuals that are not directly involved with carrying out the task, but who are consulted. Possibly subject Matter experts (SMEs)
I	Informed -Those who receive output from the process or track, or who have a need to be informed.

Planning Phase

Planning and confirmation of scope is the focus of this phase with the aim of preparing us for a well-organized and successful project.

Duration: 2 Months

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	Workstream								
1. Onboard the project teams	Project Team Contact List and Project Organizational Chart	Project Management			X	X	X	X		
2. Secure project team workspace, if needed		Project Management			X	X	X	X		
3. Review and update Project Plan	Integrated Project Plan (IPP)	Project Management	X					X	X	
4. Refine TMG Resource Plan	Resource Plan	Project Management	X					X	X	
5. Define change order management procedures		Project Management	X					X	X	
6. Create RAID Register (Risks, Action Items, Issues & Decisions)	Risk and Issue Management Plan, RAID Register	Project Management	X					X	X	
7. Document project standards and controls	Governance process	Project Management	X					X	X	
8. Review and confirm roles and responsibilities	Project Organizational Chart	Project Management	X					X	X	

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	Workstream								
9. Create Communication Plan with updated RACI	Communication Plan, RACI	Project Management	X					X	X	
10. Create the Project Management Plan (PMP) & Project Charter	Project Management Plan and Project Charter	Project Management	X					X	X	
11. Management of Third-Party Vendors, Third Party integrations and planning	Third Party Strategy	Project Management			X	X	X	X		
12. Conduct Kick-off meeting with the project team and Stakeholder Workgroup	Kick-off Meeting Completed	Project Management	X					X	X	
13. Create Master Business Process Inventory	Master Business Process Inventory	Business			X	X	X	X		
14. Create initial Requirements Traceability Matrix	Requirements Traceability Matrix (RTM)	Business	X					X	X	
15. Finalize Solution Workshop Schedule and the list of attendees (required and optional)	Solutioning Workshop Schedule	Business	X					X	X	
16. Create an OCM Strategy document that details key OCM activities, work products, and deliverables for the project.	OCM Strategy	OCM	X					X	X	
17. Communications Strategy that documents specific communications (key message, intended audience, delivery medium) needed throughout the project.	Communication Strategy	OCM	X					X	X	
18. Identify draft stakeholder matrix of impacted organizations	Draft Stakeholder Matrix	OCM	X					X	X	
19. Create a plan that covers the setup, installation, connectivity, and support of the environment infrastructure and configuration needed to support the project	Environment Plan	Technical	X					X	X	
20. Finalize listing of Reports, Interfaces, Conversions, Enhancements, and Workflows (RICEW) for assessment and scope	RICEW list	Technical	X					X	X	

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	Workstream								
21. Provision required cloud environments. Oracle will have responsibility for environment provisioning under a separate agreement.	Required CCS environments established and made available to project team.	Technical			X	X	X	X		
22. Perform baseline configuration of CCS instances	Instances Available	Technical	X					X	X	
23. Create/maintain Project Configuration Management (CM) Plan which includes environments, and code/configuration migration using the Oracle CMA tool. The County will review and provide input based on current procedures. TMG will make recommendations based on best practices.	Configuration Migration Plan	Technical	X					X	X	
24. Security and access established for the project team		Technical			X	X	X	X		
25. Provide Technical overview of current environment - current environment, configuration management, batch schedule, system integration architecture, etc.	Workshop with supporting documents and procedures	Technical			X	X	X	X		

Key Deliverables

Task ID	Name	Type	Phase
3	Integrated Project Plan (IPP)	Deliverable	Project Planning
6	RAID Register	Deliverable	Project Planning
10	Project Management Plan (PMP)	Deliverable	Project Planning
12	Kick-Off Meeting Completed	Deliverable	Project Planning
14	Requirements Traceability Matrix (RTM)	Deliverable	Project Planning
15	Solutioning Workshop Schedule	Deliverable	Project Planning
16	OCM Strategy	Deliverable	Project Planning
17	Communication Strategy	Deliverable	Project Planning
19	Environment Plan	Deliverable	Project Planning
23	Configuration Migration Plan	Deliverable	Project Planning

Solutioning Phase

The purpose of the Solutioning Phase is to review the current CC&B solution, and then review/document/agree on the transition to CCS with the business and technical users. We will revisit known pain points with the current solution and identify options utilizing CCS base best practices as the preferred options.

For this phase, we follow an approach designed to analyze, design, build and functionally test the core components that make up the CCS solution within the specific package. There are 4 iterations that make up this phase and these can be broken down as follows:

Iteration 1

- Customer Operations

Iteration 2

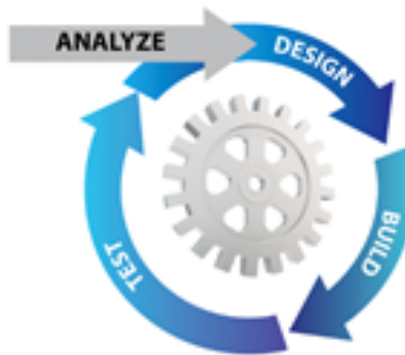
- Meter Management
- Device Management
- Service Order Management

Iteration 3

- Billing, Usage and Rates
- Financial Management
- Credit and Collections
- Payments

Iteration 4

- Exception Management



The outcome of the Solutioning Phase is captured in the Solution Design document for each predefined package. These documents contain the identified changes to configuration (assume stays the same if it is not documented), extensions (that will be migrated vs met-by-base), identify new configuration or extensions to address pain-points, identify options and document decisions.

TMG will provide training during the Solutioning Phase. Description of training services are further described in Appendix A – Training Services.

Duration: 7 Months

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
26. Conduct/attend Solutioning Workshops – this includes rationalization of current configuration and extensions, known pain points, and new functionality. Discuss/justify future enhancements – provide recommendations for consideration	Solutioning Workshops	Business	X					X	X	
27. Perform Report Use analysis, review, and analyze COUNTY's existing reports and formulate framework for reports/online queries and dashboards	Reporting Strategy (Framework)	Business, IT	X					X	X	
28. Provide existing Solution and functional designs		Business, IT			X	X	X	X		

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
29. Review and analyze COUNTY's existing customizations with aim of returning to base.		Business	X					X	X	
30. Maintain Requirements Traceability Matrix (RTM)	Updated Requirements Traceability Matrix (RTM)	Business	X					X	X	
31. Review of Solution Designs and obtain approval for extensions	Solution Documents Approved	Business	X					X	X	
32. Review/update Configuration of application and maintain Master Configuration Worksheet		Business	X					X	X	
33. Refactor all procedures, scripts, and third-party integrations.		Technical and Business			X	X	X	X		
34. Configure Oracle Utilities Test Automation (OUTA) tool and apply Oracle base flows with updates to accommodate the COUNTY's solution/ requirements.		Technical	X						X	X
35. Update Project Configuration Management Plan as needed		Technical	X					X	X	
36. Monitor and optimize environments		Technical	X					X	X	
37. Data Retention Strategy workshops, which include data use analysis, and cost implications for available options	Data Retention Strategy	Technical	X					X	X	
38. Evaluate current state of IT general controls (e.g., disaster recovery, change management, security) and determine future state changes		Technical	X					X	X	
39. Interface strategy workshops, which include impact analysis/ confirmation on existing integration points	Interface Strategy Document	Technical	X					X	X	

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
51. Create Performance Test Plan	Performance Test Plan	Testing	X					X	X	
52. Set up incident reporting and communication process		Testing			X	X	X	X		
53. Establish Azure DevOps for Client. The tool will be used for testing management, reporting, and defect management.	Azure DevOps Set-up Complete	Testing	X					X	X	
54. Provide DevOps training on Azure		Testing	X					X	X	
55. Develop test scenarios and test scripts for System Test & System Integration Testing	Test Scenarios and Scripts for System Testing and SIT	Testing	X					X	X	
56. Identify and automate selected test scripts using OUTA or to be determined Automated Test Tool	Automated Test Scripts <i>Note: TMG will provide an informal 1 day workshop with select COUNTY resources. COUNTY resources needs to know how to develop config tools components and an understanding of how these components tie up together to create a process (test script). Upon completion of the workshop, the expectation is to engage these resources (or resource) in the development of select OUTA scripts with TMG vetting the quality of their work product.</i>	Testing	X					X	X	
57. TMG will provide test scripts that may be used for User Acceptance Testing. COUNTY will review, select, and update as needed.	Test Scenarios and Scripts for UAT	Testing			X	X	X	X		
58. Capture and document change impacts to the business as identified during User Journey workshops	Change Impact Assessment	OCM	X					X	X	
59. Identify key roles for Knowledge Transfer (KT)	KT Strategy & KT Plan	OCM	X					X	X	
60. Create & execute Change Management Plan	Change Management Plan	OCM	X					X	X	
61. Conduct quarterly KT assessments		OCM			X	X	X	X		

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
62. Document new and revised business processes	New and Revised Business Processes	OCM	X					X	X	
63. Conversion Scope workshops	Data Conversion Scope Guidelines	Conversion	X					X	X	
64. Initial Data Quality Analysis on CC&B V2.4	Data Quality Assessment	Conversion	X					X	X	
65. Conversion strategy workshops, including identification of data cleansing requirements and activities	Data Conversion Strategy	Conversion	X						X	X
66. Produce a Data Conversion Plan document that defines the objectives, assumptions, statistics, architecture, team roles, responsibilities, activities, and schedule	Data Conversion Plan	Conversion	X					X	X	
67. Conduct data quality analysis activities and provide suggested approaches for data cleansing		Conversion	X					X	X	
68. Data conversion mapping	Data Conversion Design and Mapping Document	Conversion	X					X	X	
69. Incremental delivery of Converted Data beginning with the Oracle V-Model (mini-mocks runs)		Conversion	X					X	X	

Key Deliverables

Task ID	Name	Type	Phase
26	Solution Workshops Complete	Deliverable	Solutioning
27	Reporting Strategy (Framework)	Deliverable	Solutioning
30	Updated Requirements Traceability Matrix (RTM)	Deliverable	Solutioning
31	Solution Documents Approved	Deliverable	Solutioning
37	Data Retention Strategy	Deliverable	Solutioning
39	Interface Strategy Document	Deliverable	Solutioning
42	RICEW Code Objects Delivered	Deliverable	Solutioning
45	Training Strategy Complete	Deliverable	Solutioning
49	Testing Strategy	Deliverable	Solutioning
50	Test Plan	Deliverable	Solutioning
55	Test Scripts for ST & SIT	Deliverable	Solutioning

56	Automated Test Scripts	Deliverable	Solutioning
58	Change Impact Assessment	Deliverable	Solutioning
59	KT Strategy & KT Plan	Deliverable	Solutioning
60	Change Management Plan	Deliverable	Solutioning
62	New and Revised Business Processes	Deliverable	Solutioning
65	Data Conversion Strategy	Deliverable	Solutioning
66	Data Conversion Plan	Deliverable	Solutioning
68	Data Conversion Design and Mapping Document	Deliverable	Solutioning

Testing Phase

The **Testing Phase** is the first time where the whole solution comes together for both the business and technical team members. This phase includes System Testing (ST), System Integration Testing (SIT), User Acceptance Testing (UAT), some controlled parallel testing, performance testing and regression testing. During UAT, security roles and access will be validated as part of the testing cycle. End user training and knowledge transfer deliverables will be finalized during this phase.

Testing is the process used to validate the accuracy, completeness, and quality of the project. This process will verify that the core in-scope applications will operate and integrate with the partner applications based on the approved, in-scope requirements using test scenarios related to business processes. TMG will lead the development of test scripts (both manual and automated) to ensure that all in-scope requirements are captured and meet business and technical needs. TMG will have an informal workshop to familiarize select COUNTY resource(s) with OUTA scripting and then assign a select number of scripts to the resource(s) to develop as part of the Knowledge Transfer (KT) process. Scripts will be reviewed by TMG resources and feedback provided as to the quality.

The testing effort will be conducted through multiple phases of testing, each with a specific set of goals, entrance, exit and acceptance criteria. These phases include Unit Test, Configuration Test, System Integration, Conversion Test, Regression Test, Security Testing, Bill Comparison Test, and User Acceptance Test. These test executions include processing data files, such as meter read and payment files, from historical production runs or actual data files from current production runs or versions that were amended to work with the CIS Project applications. These tests focus on ensuring that the outputs of the transactions related to the 'day in the life' operations of the solution are accurate. The test results will be analyzed, and variances will be explained.

All the testing phases involved in the overall testing effort will combine to ensure that the final solution is free of critical defects, performs to acceptable standards, and will support the business in its entirety at the time of cutover and go-live.

Test plans and test execution for each phase will be tracked in Microsoft Azure DevOps, although COUNTY may provide at their discretion and cost another tool or its own instance of Azure DevOps. Reports will be provided detailing statuses which may include: Passed, In Progress, Active, Paused, Failed or, Inconclusive. If a test fails, a defect will be created and linked to the Test Case and a Defect Report will be provided.

The following assumptions are used within the testing strategy:

- Before a test phase starts, several test scenarios are tested to cover the main functionality. If these tests (also known as the smoke-test) cannot be successfully completed, no further testing is performed.
- In any test phase, first a simple process is tested.
- After the simple process has been tested, the most risky and complex processes are tested. This is to minimize the risk that a blocking issue resides at the end of a test phase.
- Testing is carried out in several test phases, in which a slight overlap may exist between the phases. This is a recommended best practice to reduce the risk that many defects will be found in UAT testing.

TMG has an extensive test case repository for Oracle CCS and relevant test cases will be hand selected by the TMG test lead based on client business processes and services.

The following is a definition of what is covered under each type of testing.

Unit/Functional Test (UT) – Unit testing is the initial test of any modification, interface, or report. Unit testing, performed by the developer, demonstrates that his/her program works as an isolated and discrete unit. Upon successful unit testing, a program will be packaged and made available for verification and Functional testing. Unit testing of enhancements focuses on the internal functionality of each module. Tests will be created to force conditions that will simulate how the module should work within the overall system. Unit testing will be highly critical of functionality, performance, ease-of-use, and appearance.

Unit testing will start with the same test data identified for the configuration tests and build upon that base. The primary source for the test scenarios and acceptance criteria will be the functional specification for each module. This testing is conducted in the Development environment on contrived data.

System Test (ST) – system testing is the testing of the complete and fully integrated software product. During this test new code can be introduced to the environment incrementally but would be carefully planned to determine functional impacts to avoid repeating test scenarios. All To-be processing test cases are being executed. All interfaces are also tested (run manually) and sent/received to 3rd party for verification of data included.

System Integration Test (SIT) is performed to validate the interactions between CCS and all integrated applications with migrated data. SIT is comprised of the following testing phases:

Point-To-Point (P2P) is the test where all interfaces are being tested with 3rd party applications to ensure the successful transfer of files. File transfer security is also tested during this phase. Note: No functionality is being tested here. Just that the file can be sent, received, and processed.

End-To-End (E2E) is the testing of the complete and fully integrated software product that verifies business processes. This includes all the interfaces which run as if in production. Considering this, the E2E phase is dependent on a successful P2P for each interface.

Regression (RT) will be performed once all the above has been completed. This test will include bug fixes from previous phases, and upon analyses, functional areas with the highest representation of bugs. This is the final test level before the system is turned over for User Acceptance Testing (UAT). Specific tests will also be performed whenever a new patch is delivered.

User Acceptance Test (UAT) is led by COUNTY, with COUNTY testing the application to validate it operates as currently in production. TMG will provide support as needed which will include providing up to 3 offshore testers to assist with test execution. This will be conducted in the UAT environment. Test cases will be organized in a test calendar to mimic the way the business is conducted. User Security Testing (ST) is part of UAT and verifies security roles, ensuring each user is only able to access forms based on the role assigned.

Stress / Performance Testing will be conducted in two dimensions. The first dimension will seek to confirm that hourly, nightly, periodic, etc. batch streams execute efficiently and without a negative impact on the system's performance; and that specific reports and dashboards provide the required information within an acceptable time also without negatively impacting the system's performance. Any performance issues identified will be reported to Oracle for resolution with TMG submitting and managing the overall SR process. TMG will correct, improve and tune extensions and reports as identified during this phase. The second dimension is optional and will allow COUNTY and Oracle to confirm that the system's performance is not negatively impacted when the maximum number of expected users are using the system at the same time. TMG will support as needed.

Duration: 8 Months

Role			TMG			County				
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
70. Develop Cutover Plan and refine during mock conversions	Draft Cutover Plan	Project Management	X					X	X	
71. Determine Go/No-Go Criteria for Go-Live	Go/No-Go Criteria	Project Management	X					X	X	
72. Develop Production Readiness Assessment Plan	Production Readiness Assessment Plan	Project Management	X					X	X	
73. Conduct Visual Validation of upgraded data. COUNTY will review a select number of the upgraded accounts.		Testing			X	X	X	X		
74. Run OUTA base workflows, customize to meet regression testing requirements		Testing	X					X	X	
75. System Testing using automated and manual tests to confirm the system functions as designed. The primary focus here is testing the configuration. TMG will lead and run test scripts as defined in the testing strategy. COUNTY will assign testers to support	System Test Exit Report	Testing MDC046	X					X	X	

Role			TMG			County				
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
with testing.										
76. System Integration Testing to exercise the interactions between CCS and the application/third party ecosystem,	System Integration Test Exit Report	Testing		X	X		X			
77. Run Batch manually until automated		Testing	X					X	X	
78. Participate in System Testing		Testing			X	X	X	X		
79. Performance testing to verify performance of system <i>Oracle will have responsibility for resolving any performance issues identified. COUNTY and TMG will identify and log SR's for concern areas.</i>	Performance Testing Exit Report	Testing Technical			X	X	X	X		
80. Maintain and report on testing results and action items	Testing results	Testing	X					X	X	
81. Perform defect triage and resolution		Testing Technical	X					X	X	
82. Bill compare testing to verify and compare the calculated results of the CCS versus CC&B 2.4	Bill Comparison Exit Report	Testing	X					X	X	
83. Run Batch using scheduler in CCS. TMG will correct any issues identified that are a result from the upgrade.		Testing	X					X	X	
84. User Acceptance testing to validate the system meets the intended business requirements	User Acceptance Testing (UAT) Completed	Testing			X	X	X	X		
85. Complete/confirm the setup, installation, and support of the environment infrastructure needed to support the project production environment.		Technical			X	X	X	X		
86. Create legacy application Environment Decommission Strategy	Legacy Environment Decommission Strategy	Technical			X	X	X	X		
87. Technical product training for IT Support Staff	Technical Training	Technical	X					X	X	
88. Deliver Train-the-Trainer Training	Train-the-Trainer completed	Training	X					X	X	
89. Develop End-User Training courseware for upgrade differences utilizing existing content	End-User Training Courseware	Training	x					x	x	

Role			TMG			County				
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
90. Create Business Readiness Criteria		OCM	X					X	X	
91. Track performance against business readiness criteria		OCM	X					X	X	
92. Conduct Quarterly Knowledge Transfer (KT) assessments		OCM			X	X	X	X		
93. Perform Mock Conversion 1 (initial full mock) to practice the cutover process and ascertain timings with support from COUNTY.	Mock Conversion 1	Conversion	X					X	X	
94. Perform Mock Conversion 2 (full data set) to refine the cutover process and ascertain timings with support from COUNTY.	Mock Conversion 2	Conversion	X					X	X	
95. Perform Mock Conversion 3 (full data set) to refine the cutover process and ascertain timings with support from COUNTY.	Mock Conversion 3	Conversion	X					X	X	
96. Provide mock conversion output results	Data Quality Report Data Conversion Audit and Reconciliation Report	Conversion	X					X	X	

Key Deliverables

Task ID	Name	Type	Phase
71	Go/No-Go Criteria	Deliverable	Testing
72	Production Readiness Assessment Plan	Deliverable	Testing
75	System Test Exit Report	Deliverable	Testing
76	System Integration Test Exit Report	Deliverable	Testing
79	Performance Testing Exit Report	Deliverable	Testing
82	Bill Comparison Exit Report	Deliverable	Testing
84	User Acceptance Testing (UAT) Completed	Deliverable	Testing
87	Technical Training Completed	Deliverable	Testing
88	Train-the-Trainer Training Completed	Deliverable	Testing
93	Mock Conversion 1 Completed	Deliverable	Testing
94	Mock Conversion 2 Completed	Deliverable	Testing
95	Mock Conversion 3 Completed	Deliverable	Testing

Deployment Phase

The **Deployment Phase** is where COUNTY determines if the solution is ready for production. During the Deployment phase, cutover activities are identified, and dress rehearsals are conducted to assess go-live readiness from a technical and business perspective. During the dress rehearsals, the cutover plan is executed and updated to accommodate any items or tasks that were missed.

Duration: 2 months

MDC048

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
97. Deliver End User Training	End-User Training Completed	Training			X	X	X	X		
98. Track end user participation in training and proficiency in key transactions		OCM			X	X	X	X		
99. Finalize Cutover Plan	Cutover Plan	Project Management	X					X	X	
100.Perform 1st Dress Rehearsals to practice the cutover process, with support from COUNTY.	Dress Rehearsal 1 Complete	Conversion Testing Business	X					X	X	
101.Revise cutover activities as necessary	Updated Cutover Plan	Project Management	X					X	X	
102.Perform 2nd Dress Rehearsals to practice the cutover process, with support from COUNTY.	Dress Rehearsal 2 Complete	Conversion Testing Business	X					X	X	
103.Lead and direct any final testing or regression testing before go-live for critical defects hot fixes/patches	Results from Organizational Readiness Assessment	Testing			X	X	X	X		
104.Finalize Production infrastructure environment <i>Oracle will have responsibility for establishing environments.</i>	Production Environment available for use	Technical			X	X	X	X		
105.COUNTY will run batch job, and TMG will monitor and tune, as necessary.		Technical		X	X	X	X	X		
106.Participate in go/no-go meetings		Business	X					X	X	
107.Conduct Business Readiness Assessment		OCM	X					X	X	
108.Execute internal and external communication plan		OCM	X					X	X	
109.Conduct Production Readiness Assessments to ascertain readiness for Go-Live	Production Readiness Assessment results	Project Management	X					X	X	
110.Assess Go/No-Go criteria and make final determination for Go-Live	Go/No-Go Criteria	Project Management			X	X	X	X		
111.Conduct final data migration activities (extract, load, cleaning, balancing and verification)	Conversion Balancing Report	Conversion	X				X	X		
112.Conduct Go-Live Cutover with support from COUNTY	System Live	Project Management	X					X	X	

Key Deliverables

Task ID	Name	Type	Phase
99	Cutover Plan	Deliverable	Deployment
100	Dress Rehearsal 1 Completed	Deliverable	Deployment
102	Dress Rehearsal 2 Completed	Deliverable	Deployment
104	Production Environment Ready	Deliverable	Deployment
109	Production Readiness Assessment Results	Deliverable	Deployment
110	Go/No-Go Criteria Evaluation	Deliverable	Deployment
111	Conversion Balancing Report	Deliverable	Deployment
112	System Live	Deliverable	Deployment

The **Stabilization Phase** is the final phase of the project, where COUNTY and TMG teams work together to resolve outstanding issues and questions with the solution once operating in full production mode. Both TMG and COUNTY will staff a command-central team to help triage, manage and resolve issues or questions during post go-live activities. TMG will conduct a post-production assessment to identify performance issues, record and track all support issues, develop, and implement plans to correct outstanding issues, remain on call to assist with any potential operational issues, and assist as needed with ad hoc and post-go-live training.

Duration: 3 Months

Role			TMG				County			
			R	A	C	I	R	A	C	I
Key Activities	Work Product(s)	WorkStream								
113. Operate Command Center to triage problem management support issues	Final System Acceptance Certificate	Project Management			X	X	X	X		
114. Close out project and hand support over to COUNTY.	Project Closure Report Stabilization Phase	Project Management	X					X	X	
115. Assist super user "floor walkers" for one 1 week		Business	X					X	X	
116. Monitor and support daily and month-end processing		Business	X					X	X	
117. Confirm Final Systems Acceptance criteria met		Business			X	X	X	X		
118. On-going testing of new releases, builds, hot fixes, and defect fixes		Business			X	X	X	X		
119. Conduct post go-live survey	Post Go-live Survey	OCM	X					X	X	
120. Conduct KT assessments until month 2 of stabilization		OCM			X	X	X	X		
121. Execute Legacy Environment Decommissioning plan	Legacy Environment(s) Decommissioned	Technical			X	X	X	X		
122. Resolution of outstanding production issues based on exit criteria	Code packages with fixes and test results	Technical	X					X	X	
123. Complete knowledge transfer with COUNTY	See Note 1.	Technical	X					X	X	

Key Deliverables

Task ID	Name	Type	Phase
113	Final System Acceptance Certificate	Deliverable	Stabilization
114	Project Closure Report	Deliverable	Stabilization
119	Post Go-live Survey	Deliverable	Stabilization
122	Code packages with fixes and test results	Deliverable	Stabilization

Note 1: Knowledge Transfer (KT) will occur through training, workshop participation, documentation review (solution designs, etc.), testing and just working collaboratively as a team. Knowledge Transfer Strategy and Plan will be defined early in the project to ensure that all key areas are being addressed. KT typically include the following but is not limited to:

- System configuration (and troubleshooting) with specific emphasis on new features and functionality being used
- Batch configuration/scheduling
- Security Management in the cloud (object storage, OIC, cloud accounts)
- Managing Object Storage
- Data Model changes
- OUTA configuration and maintenance
- Reviewing release notes and assessing impact

- Managing cloud service upgrade schedule and environment updates
- Managing change control process for configuration changes and/or custom code (Change Request management)

Warranty

TMG warrants all equipment, materials, labor, and other work, provided under the Agreement, except County-furnished materials, equipment, and labor, against defects and nonconformances in design, materials and workmanship/ workmanship for a period beginning with the start of the work and ending one (1) year from Final Acceptance. Upon receipt of written notice from the County of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired, or replaced by TMG in a manner and at a time acceptable to GUC.

All deliverables will have defined acceptance criteria, which will be reviewed and approved with the County prior to commencement of the work.

Risk Management

TMG provides Enterprise Risk Management services for our clients that are undergoing business transformation programs. The Enterprise Risk Management team evaluates project health, advises on risk mitigation, and facilitates the risk management process for our clients. This team is made up of highly experienced individuals with deep experience that spans the end-to-end delivery of large-scale business transformation programs.

Our Enterprise Risk Management team also conducts regular reviews of projects where TMG is the prime system integrator. TMG applies the same level of rigor, quality assurance, and risk mitigation to our project delivery that we provide to our clients. Enterprise Risk Management will operate independently and provide health assessments to the County and TMG project leadership.

TMG includes 2 reviews annually, and the results are shared with both TMG and the County, in an effort to improve our services, methodology and deliverables year-after-year.

Location of Work

The location of the work will be partially onsite at the County and remote. TMG will be located where space permits when onsite at the County and will require access to a workspace/conference room and Internet access.

Assumptions

This section identifies the assumptions upon which the plan and timeline have been established.

1. The County is willing to make reasonable business process changes rather than expecting CCS to conform to every aspect of the current CC&B and associated processes in order to achieve the functional requirements outlined in Appendix D.
2. The County will not accept configurations that creates the following conditions:
 - a. The manner in which functionality is delivered fails to conform to any laws or legislative mandates, including implementing/administrative orders,
 - b. The manner in which functionality is delivered creates undue impact to operations (i.e., a significant increase in the number of steps required to complete a task),
 - c. The manner in which functionality is delivered results in a loss of functionality currently available in CCB which supports a business operation.
3. The County will procure and maintain CCCS and all third party license and maintenance for applications, database and required software. This includes the Oracle Utilities Testing Accelerator (if desired), and the Oracle Utilities CCS Task Optimization Tools for Residential, Commercial & Industrial, which is delivered as part of CCS..
4. The County will provide 6 environments for the upgrade as noted previously.
5. TMG will provide overall prioritization and direction for work to be performed as it relates to the CCS upgrade and integration, working with the County to ensure we are in alignment.
6. The County's team will provide the following services as it relates to Project Management:
 - a. Provide for and manage appropriate access and cybersecurity monitoring for all Vendor support staff and services,
 - b. Facilitate various weekly and monthly meetings to review status, SLA, prioritize work and review pass rate of all fixes and enhancements:
 1. Weekly status meetings,
 2. Monthly scope, progress, and Stakeholder Workgroup, and
 3. Quarterly planning meetings,

- c. Management of third parties as it relates to integrations. and
- 7. The County's team will provide the following technical services:
 - a. Configuration and management of 3rd party integrations other County systems,
 - b. CC&B Database Administration ("DBA") Services to assist with legacy data and triggers,
 - c. CC&B and third-party maintenance of network, servers, storage, security management (all hardware). and
 - d. CC&B and third-party Backups and failover.
- 8. County personnel are available as required to provide input and review of deliverables to ensure that the project progresses according to the timeline.
- 9. Access to County systems and software will be granted as necessary to perform the work.
- 10. County will provide internet access, phone access to contact County employees as required for meetings and questions, meeting space for required meetings and office space.
- 11. County feedback to questions and issues will be provided in a timely manner so that deadlines will not be affected.
- 12. TMG will review and follow the County's security policy and procedures, which will be provided to TMG at the start of the project.
- 13. It is understood that the upgrade services are expected to run for 19 months with 3 months of stabilization support. These services may be delivered onsite or remotely. TMG will honor the fixed fee pricing outlined herein for the delivery of this SOW even if it is extended to 26-months to go-live.

Assumptions noted in the RFP response:

Customization and Integration estimation assumptions:

- 1. COBOL extensions will be converted to Groovy scripts.
- 2. The custom components with base naming conventions are actually considered as custom components whenever found missing from product.
- 3. DB triggers and DB links will be converted.
- 4. We have estimated for 20 customized reports to cater for any business/compliance requirements that are not covered through base reports.

Risks to Engagement

Throughout the execution of this SOW, TMG will identify risks and issues in status reports to County's Executive Sponsor. Although none are expected, if any material risks to the engagement develop or any assumptions become invalid, TMG will provide timely notification to the County. If appropriate, a change request will be negotiated with the County to address the material risk.

Change Control Process

When either party identifies the need for a change in the Scope of Work, a change review process will be initiated by the requesting party in order to determine the appropriate authority to review and approve the change. Changes may include, but are not limited to, the following:

- 1) Any change that impacts price and payment schedule
- 2) Any changes that impacts the Project Schedule
- 3) Any changes that impact staffing levels for either party
- 4) Additions or deletions to functionality or customizations
- 5) Any changes to any deliverable or required service listed in this SOW

Upon identification, the change request will be submitted to the County's Project Manager for review and determination of the appropriate authority. The County and TMG will have seven (7) business days or any additional, mutually agreed-upon period of time to determine the appropriate authority to consider the request (the "Change Order Review Period"). During that period, TMG will provide the County with all information material to the change request, regardless of which party initiated the request, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the Project Schedule that would result if the Change Order were agreed to. TMG will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the County's desired pricing model. The effort for TMG to research and provide a cost estimate is at TMG's expense. Following review, the

County Project Manager will notify a TMG Project Manager of the appropriate authority level in accordance with the governance structure outlined in this SOW. In the event that a change request has material contractual impacts, appropriate approval may be sought from the County Mayor or Designee, or the Board of County Commissioners. Minor changes that do not impact cost, overall project schedule, or overall functionality may be approved by the County's Project Manager and do not constitute a change request and shall be captured in the PMP or IPP.

During the Change Order Review Period, the County will provide any information reasonably requested by TMG to evaluate any Change Order requested by the County.

TMG will agree to Change Orders requested by the County, provided the parties are able to agree upon any changed terms, additional fees and modification to the Project Schedule that would result from the Change Order.

If both the County and TMG agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by Consultant as a result of a Change Order will require the payment to Consultant of additional fees as agreed.

Any Deliverables that have already been completed and accepted by the County that are subsequently altered as a result of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

Change Order requests will be tracked within the TMG status report and reviewed weekly as part of project management meetings.

For avoidance of doubt, services not explicitly stated in this SOW, but reasonably required to be performed by TMG in order to complete the services outlined herein shall not be subject to additional compensation by the County. This includes the delivery and Acceptance of all services, deliverables, and functional, interface, or customization requirements identified in Appendixes A, C, D, and E hereto even in the event that gap analysis reveals that additional effort, resources, staffing, or work arounds are required by TMG in order to achieve Acceptance.

Escalation Process

As part of the project planning activities, the TMG Service Project Manager and the County's Project Manager will customize an escalation process for specific circumstances that will be most efficient for the County. We will create a procedure document with a RACI that outlines both the escalation process and specific responsibilities for implementation activities and the post go-live, maintenance support.

Team member or stakeholder will initiate and provide justification to Team Lead or Project Manager. Team lead will assess and if in agreement, request the team member to initiate the Change Order in the Change Order Log and complete Change Order Form (COF).

The Upgrade Advisory Committee (the County's/TMG Project Managers) will have first review of the change order to determine the validity of the change order and initial implications of proceeding with administering the change order.

Once approved by the Advisory Committee, the COF will be presented to the County/TMG Program Managers. The PMO will review and, if necessary, may request changes in client business practices, which are outside of the scope of this project. If the Program Managers determine that no action is necessary, the COF will be closed by changing its status to "No Action", with an appropriate annotation as to the reason for no action. The originator of the change order will be informed of the decision.

If approved for assessment, the County/TMG Project Managers investigate the impact of the proposed change (scope, schedule, deliverables, milestones, staffing, etc.), details of the change, and a cost estimate (if applicable). The impact assessment will be noted on the COF and routed for approval. This will include business justification for the change.

The PMO will review the COF/impact assessment.

If not approved, the PMO will work with the Project Managers to rework the impact assessment.

If the change is approved, the COF must be signed by the County/TMG Project Managers and the County's authorized approver. If the change has a financial or contractual impact on the project, a contract amendment will be prepared by TMG for the County's acceptance and execution.

Once the change has been approved, including contract amendment where necessary, then implementation may begin. The project managers will adapt project plans to incorporate agreed changes and review with the project team and impacted stakeholders.

The TMG Project Manager will update the COF and Change Control log.

The following change request statuses will be used:

Status	Description
Open	The change request is new and has not been assigned for investigation.
Assigned	The change request has been reviewed and assigned for investigation.

Status	Description
Investigated	A resolution of the change request has been recommended, which includes a complete identification of required actions and an impact assessment in terms of effort, cost and schedule.
Approved	The recommended resolution has been approved, as noted, for implementation.
Deferred	A resolution of the change request has been deferred until the specified target date.
No Action	No action will be taken with regard to this change request.

Sample form has been included in Appendix E – Sample Change Order Form.

TMG Support Team

This section identifies the roles and responsibilities for the TMG Support team. Where applicable, the name of the person serving in that role is noted. Should a named person become unavailable the TMG will replace the named resources with equally skilled/qualified individuals to be approved by the County.

TMG Resource	Employee or Sub	Anticipated Working Hours Assigned to the Project	Role	Functions Performed
Pam Glanvill	Employee	800	Executive Sponsor	Owns overall accountability for a project. Appointed to a project initiative and oversees the entire project life cycle from inception to adoption
Robert Hunter	Employee	1700	Account Manager	Account managers are deeply involved in working with clients. Correspond with clients on overall strategy and deliver estimates and SOWs. Ownership over meetings, client communication, and finding new opportunities within the client's business.
tba	Employee	3360	Project Manager	Lead role in planning, executing, monitoring, controlling and closing projects. They are accountable for the entire project scope, project team, resources, and the success or failure of the project.
tba	Employee	800 – 1000	Project Advisor	Assist project by providing independent recommendations based on lessons learnt at City of Lubbock, and many other Oracle implementations. Debra has worked along side customers and Oracle, and has extensive experience in successful implementations.
Brooks Yates	Employee	940	Technical Solution Architect	Leads designing, describing, and managing the solution engineering in relation to specific business problems. A solution architect is the person in charge of leading the practice and introducing the overall technical vision for a particular solution.
Bobat Organista	Employee	1600	Functional Solution Architect	Helps fill the communication gap between technical and non-technical specialists. Also, by collaborating with the project management team, solution architects cover the risks of product misalignment with stakeholder requirements and ensures that the solution fits the defined purpose.
tba	Employee	1260	Solution Architect	Collaborates with the project management team, solution architects cover the risks of product misalignment with stakeholder requirements and ensure that the solution fits the defined purpose.
Kathlenn Joyce Lim	Employee	2960	Designer	Responsible for problem-solving and planning for a software solution. After the purpose and specifications of software are determined, designers will help develop and deliver defined solutions.
Melanie Tran	Employee	800-1000	Business Analyst	Responsible for problem-solving and planning for a software solution. After the purpose and specifications of software are determined, designers will help develop and deliver defined solutions.
Edward Chipeta (Focus on MWM)	Subcontractor	840	Functional Architect	Collaborates with the project management team, solution architects cover the risks of product misalignment with stakeholder requirements and ensure that the solution fits the defined purpose.

TMG Resource	Employee or Sub	Anticipated Working Hours Assigned to the Project	Role	Functions Performed
Jonathan Le	Employee	1080	Business Process Engineering	Leads improvement of business processes. Evaluates existing processes, analyzes implemented changes, and recommends adjustments to workflows, schedules, or other processes, as needed.
Andries Brand	Employee	1000	Integration Architect	Lead identification, publishes and communicates strategic technology standards, frameworks, principles and roadmaps to be used throughout the IT organization to guide technology decisions and leverage efficiency opportunities. Drives design for a secure, efficient, and adaptable future state model.
Nasir Kahn (Focus on PIP)	Subcontractor	470	Integration Architect	Lead identification, publishes and communicates strategic technology standards, frameworks, principles and roadmaps to be used throughout the IT organization to guide technology decisions and leverage efficiency opportunities. Drives design for a secure, efficient, and adaptable future state model.
Edmond Luk	Employee	1200	Test Practice Lead	Leads planning, monitoring, and control of the testing activities and tasks. Leads, guides and monitors the analysis, design, implementation and execution of the test cases, test procedures and test suites.
Beatrice Kiarie	Employee	1960	Training Lead	Oversees employee training and development activities in organizations. Identifies training needs, develops effective training programs, supervises the work of trainers and manages training budgets.
Chris Goodloe	Employee	1600	Organizational Change Manager	The primary job role for an Organizational Change Management Lead or Change Manager is to design, develop, implement and manage change deliverables that will enable impacted users to successfully transition from their current state to a future state.
Jason Parks / tba	Sub	1680	Senior Data Architect	Manages and performs all the necessary tasks for data conversions including but not limited to Conversion Strategy Workshops, Source Data Integrity Analysis, Data Mapping Workshops, Data Extraction, Translation Manipulation and Loading, Target Load Data Integrity Analysis and Validation, Data Conversion Health Reporting, Performance Reporting, Full Source to Target Reconciliation and Balancing and Postproduction Stabilization.
Mohit Mittal	Employee	900	Functional Architect	Collaborates with the project management team, solution architects cover the risks of product misalignment with stakeholder requirements and ensure that the solution fits the defined purpose.
Scott Smith	Employee	~500	Cut Over Lead	Responsible for organizing and planning the cutover activities of all systems for the upgrade project. Works with business teams, technical teams, and third-party vendors to ensure proper cutover activities. Works with the organization to monitor and report on go-live readiness for the project.
Corey Boggess	Employee	~500	Cut Over Lead	Responsible for organizing and planning the cutover activities of all systems for the upgrade project. Works with business teams, technical teams, and third-party vendors to ensure proper cutover activities. Works with the organization to monitor and report on go-live readiness for the project.
tba	Employee	1,000	Designer / Lead	Responsible for assignment, quality assurance and performance of offshore designers and developers.
tba	Employee	1,000	Designer/ Developer	Design and deliver technical designs, development and QA results for extensions, integrations, and reports.
tba	Employee	1,000	Designer/ Developer	Design and deliver technical designs, development and QA results for extensions, integrations, and reports.

Based on the preliminary project schedule and estimated timeline for this upgrade, below is the intended work schedule/hours per month

for the TMG-assigned account representatives.

TMG's Anticipated Role and Dedicated Hours of the County

TMG and the County will detail the exact hours for all resources as part of the project planning phase. Together, we will also fine tune the project RACI, structured around the final contract, to ensure all roles and responsibilities are clearly defined and planned. Here is a sample of the estimated County resource hours and RACI:

County Resource			Estimated Hours	Plan		Solutioning									Test									Deploy		Stabilization											
				M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22												
Executive Sponsor			168	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8					
Program Manager			840	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40					
Project Manager			3,360	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160					
Stakeholder Workgroup Lead 1			3,200	80	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160					
Stakeholder Workgroup Lead 2			3,200	80	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160					
Initial Project RACI Chart (R-Responsible, A-Accountable, C-Consulted, I-Informed)	County																																				
	Executive Sponsor		Program Manager		Project Manager		Stakeholder Workgroup Lead 1		Stakeholder Workgroup Lead 2		Stakeholder Workgroup Lead 3		Stakeholder Workgroup Lead 4		Technical Lead		Subject Matter Expert/Tester 1		Subject Matter Expert/Tester 2		Subject Matter Expert/Tester 3		Subject Matter Expert/Tester 4		Integration Architect		Test Manager		Training Manager		OCM Manager		Data Conversion Manager				
	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours	Role	Hours			
	1	Plan	Project Management	I	7	I	37	A	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	146	C	97	C	104	C	101	C	139		
	2	Plan	Project Schedule Creation	I	7	I	37	A	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	146	C	97	C	104	C	101	C	139		
	3	Plan	Discovery and planning	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	C	97	C	104	C	101	C	139
	4	Solution	Gap analysis	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	C	97	C	104	C	101	C	139
	5	Solution	Organizational Change Management	I	7	I	37	C	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	A	101	C	139
	6	Solution	Training	I	7	I	37	C	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	A	104	C	101	C	139
	7	Build	Customization / Development (as needed)	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	A	146	C	97	C	104	C	101	C	139
	8	Build	System set up and configuration	I	7	I	37	C	146	C	139	C	139	C	139	C	139	A	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	C	101	C	139
	9	Build	Integration	I	7	I	37	C	146	C	139	C	139	C	139	C	139	A	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	C	101	C	139
	10	Build	Conversion	I	7	I	37	C	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	C	101	A	139
	11	Test	Execute System Test	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	12	Test	Create System Integration Test Scripts	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	13	Test	System Test Signoff	I	7	I	37	A	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	14	Test	Execute System Integration Test	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	15	Test	Create User Acceptance Test Scripts	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	16	Test	System Integration Test Signoff	I	7	I	37	A	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	17	Test	Execute User Acceptance Test	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	18	Test	User Acceptance Test Signoff	I	7	I	37	A	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	A	97	C	104	C	101	C	139
	19	Test	Documentation and business processes	I	7	I	37	C	146	A	139	A	139	A	139	A	139	C	146	A	139	A	139	A	139	A	139	C	146	C	97	C	104	C	101	C	139
	20	Test	Training and knowledge transfer	I	7	I	37	C	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	A	104	A	101	C	139
	21	Deploy	Deployment	I	7	I	37	C	146	C	139	C	139	C	139	C	139	A	146	C	139	C	139	C	139	C	139	A	146	C	97	C	104	A	101	A	139
	22	Stabilize	Stabilize	I	7	I	37	A	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	A	101	C	139
	23	Stabilize	Ongoing support	I	7	I	37	A	146	C	139	C	139	C	139	C	139	C	146	C	139	C	139	C	139	C	139	C	146	C	97	C	104	A	101	C	139
			168	840	3,360	3,200		3,200		3,200		3,200		3,360		3,200		3,200		3,200		3,200		3,200		3,360	2,740		2,400		2,320		3,200				

Furthermore, we have estimated the work schedule for the County's representatives as follows. Note that this may change once we better understand the availability of your team, and their skills. These estimated hours will be refined during the planning phase and reviewed with the County.

Acceptance

The County's Project Manager will be the point of contact regarding the review and Acceptance of the deliverables throughout the engagement, with input from the Executive Sponsor. If the Project Manager determines that additional people need to review and (or) approve a deliverable, it will be the responsibility of that individual to solicit the review/approval, though TMG will assist. TMG will be responsible for the submittal of deliverables as agreed upon for a given task. The acceptance procedure for all deliverables outlined for this engagement are:

- TMG will work with other department personnel, if applicable, to create and review draft deliverables.
- When deemed complete, TMG will produce final deliverables for County's review and Acceptance.
- In order to maintain the project schedule, it is expected that a deliverable is approved or rejected within five (5) business days. If neither approved or disapproved within this timeframe TMG will work with the County to remediate. If the deliverable is deemed on the critical path an escalation to executive management may be necessary for remediation. The County agrees that such Acceptance shall not be unreasonably withheld or delayed. TMG understands that failure by the County to provide a notice of Acceptance does not constitute Acceptance.
- If a deliverable is disapproved, the County shall provide a description of why it was rejected so that TMG can remedy. If required, a meeting may be held to discuss the deliverable in detail. TMG agrees to deliver a fix or workaround replacement for the Deliverable(s) within fifteen (15) business days of receipt of the County's notice or other mutually agreed upon timeframe. Payment shall not be issued for any Payment Milestone that is rejected.

APPENDIX B – PRICE AND PAYMENT SCHEDULE

Project Costs and Rate Card

The pricing is categorized into two sections:

1. Fixed Price for the **CCS Upgrade Services**, including Planning, General Solutioning, Configuration for CCS and MDM, Groovy Development, Data Conversion, Testing, Training, Deployment, and 90 days of Post Implementation Support services,
2. **TMG Rate Card** for Optional Services on a Time and Materials basis.

All fees in this SOW are in US dollars.

CCS Upgrade Services

The pricing for the upgrade services defined within this agreement is a fixed fee of **\$4,786,400**. The Price Schedule includes all out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County. However, TMG will comply with the provisions of Section 112.061 of the Florida Statutes.

The payment milestones are broken down as follows:

Phase	Milestone Payment	Milestone Payment Description	Target Month	Amount
Plan	1	Project Kick-off Complete	1	\$100,000
	2	Project Management Plan (PMP) Complete	2	\$139,320
		Integrated Project Plan (IPP) Complete		
		Solutioning Workshop Schedule Complete		
		Plan Phase Complete		
Solutioning	3	Data Conversion Strategy Complete	3	\$239,320
Solutioning	4	Training Strategy and Plan Complete	4	\$239,320
Solutioning	5	Solutioning Workshops Complete	5	\$239,320
Solutioning	6	Solutioning Design Docs Complete	6	\$239,320
Solutioning	7	Solutioning Phase Complete	7	\$239,320
Solutioning	8	System Testing Complete	8	\$239,320
Solutioning	9	SIT Test Case Preparation Complete	9	\$239,320
Solutioning	10	Dress Rehearsal Plan Complete	10	\$239,320
Test	11	Data Conversion – Mock 1 Complete	11	\$273,510
Test	12	SIT Pass 1 Complete	12	\$323,510
Test	13	Data Conversion – Mock 2 Complete	13	\$273,510
Test	14	Data Conversion – Mock 3 Complete	14	\$273,510
Test	15	Training Material Complete	15	\$273,510
Test	16	System Integration Test Complete	16	\$323,510
Test	17	User Acceptance Test Complete	18	\$273,500
Deploy	18	Deploy Phase Complete	20	\$378,640
Stabilization	19	Stabilization Phase Complete	22	\$239,320
			Total:	\$4,786,400.00

TMG Rate Card for Optional Services

B. TMG Rate Card for Optional Services

Compensation for Optional Services shall be based on the functional or technical upgrades, additional integrations or interfaces to CCS touch points or enhancements. Unless otherwise negotiated by the County and TMG, these rates will remain in effect for 2 years on the anniversary of this SOW, at which time it will increase at 3% a year.

Service	Hourly Rate
Project Manager	\$195

MDC058

Service	Hourly Rate
Functional Architect	\$200
Technical Architect	\$200
Integration Architect	\$190
Developer (Onshore)	\$150
Developer (Offshore)	\$55
Data Base Administrator	\$150
Training Lead	\$165
Test Practice Lead	\$165
Business Process Engineering	\$140
Organizational Change Manager	\$165

TMG will provide two training courses, Technical Training and Train-the-Trainer training.

1. Technical Training

TMG will provide 3 days of training for the resources who will support the CCS system. It is a combined approach of lecture and hands on training. We will provide an overview of the different changes from CC&B version 2.4.0.3 to CCS and delve on the topics that are applicable to the County. Hands on training consists of providing guidance and support as the County resources work alongside TMG's resources to configure and maintain higher environments. Typical topics covered include:

- Oracle Intégration Cloud
- Oracle Cloud Infrastructure/IDCS
 - Use of Object Storage
 - Cloud Security
- Content/Configuration Management
- Batch and Batch Scheduler
- OUTA

2. Train-the-Trainer

We typically employ the Train-the-Trainer approach to end user training. For an upgrade and depending on the information gathered in the Training Needs Assessment (i.e., what new features the County wants to utilize hence a change in their business process and the business processes required for their roles), training will consist of 1-3 days of lecture and hands on exercises for practice in preparation for Day 1 of the system going live.

TMG will provide support to assist the County's training team during delivery of End User Training. Support will include phone or email support addressing the County's trainer's system functionality questions and questions arising out of the training sessions (parking lot items).

Appendix D – Sample Change Order Form

Project Name		Ref No. 001
Phase Name		

Submitted By:	Date Submitted: MMDDYY	Date Required By: MMDDYY
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Summary Description:

Detailed Description:

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Change Order Analysis Approved: (Yes/No)	Priority: (Critical/High/Low)	
Estimated Effort:	Estimated Cost:	Planned Delivery Date: MMDDYY

Actions Required to Implement:	
Preferred Course of Action:	
Resource Assignment:	Project Plan Updated:

Appendix E – Project Deliverables

Task ID	Name	Type	Phase
3	Integrated Project Plan (IPP)	Deliverable	Project Planning
6	RAID Register	Deliverable	Project Planning
10	Project Management Plan (PMP)	Deliverable	Project Planning
12	Kick-Off Meeting Completed	Deliverable	Project Planning
14	Requirements Traceability Matrix (RTM)	Deliverable	Project Planning
15	Solutioning Workshop Schedule	Deliverable	Project Planning
16	OCM Strategy	Deliverable	Project Planning
17	Communication Strategy	Deliverable	Project Planning
19	Environment Plan	Deliverable	Project Planning
23	Configuration Migration Plan	Deliverable	Project Planning
26	Solution Workshops Complete	Deliverable	Solutioning
27	Reporting Strategy (Framework)	Deliverable	Solutioning
30	Updated Requirements Traceability Matrix (RTM)	Deliverable	Solutioning
31	Solution Documents Approved	Deliverable	Solutioning
37	Data Retention Strategy	Deliverable	Solutioning
39	Interface Strategy Document	Deliverable	Solutioning
42	RICEW Code Objects Delivered	Deliverable	Solutioning
45	Training Strategy Complete	Deliverable	Solutioning
49	Testing Strategy	Deliverable	Solutioning
50	Test Plan	Deliverable	Solutioning
55	Test Scripts for ST & SIT	Deliverable	Solutioning
56	Automated Test Scripts	Deliverable	Solutioning
58	Change Impact Assessment	Deliverable	Solutioning
59	KT Survey & KT Plan	Deliverable	Solutioning
60	Change Management Plan	Deliverable	Solutioning
62	New and Revised Business Processes	Deliverable	Solutioning
65	Data Conversion Strategy	Deliverable	Solutioning
66	Data Conversion Plan	Deliverable	Solutioning
68	Data Conversion Design and Mapping Document	Deliverable	Solutioning
71	Go/No-Go Criteria	Deliverable	Testing
72	Production Readiness Assessment Plan	Deliverable	Testing
75	System Test Exit Report	Deliverable	Testing
76	System Integration Test Exit Report	Deliverable	Testing
79	Performance Testing Exit Report	Deliverable	Testing
82	Bill Comparison Exit Report	Deliverable	Testing
84	User Acceptance Testing (UAT) Completed	Deliverable	Testing
87	Technical Training Completed	Deliverable	Testing
88	Train-the-Trainer Training Completed	Deliverable	Testing
93	Mock Conversion 1 Completed	Deliverable	Testing
94	Mock Conversion 2 Completed	Deliverable	Testing
95	Mock Conversion 3 Completed	Deliverable	Testing
99	Cutover Plan	Deliverable	Deployment
100	Dress Rehearsal 1 Completed	Deliverable	Deployment
102	Dress Rehearsal 2 Completed	Deliverable	Deployment
104	Production Environment Ready	Deliverable	Deployment
109	Production Readiness Assessment Results	Deliverable	Deployment
110	Go/No-Go Criteria Evaluation	Deliverable	Deployment
111	Conversion Balancing Report	Deliverable	Deployment
112	System Live	Deliverable	Deployment
113	Final System Acceptance Certificate	Deliverable	Stabilization
114	Project Closure Report	Deliverable	Stabilization
119	Post Go-live Survey	Deliverable	Stabilization
124	Code packages with fixes and test results	Deliverable	Stabilization
3	Integrated Project Plan (IPP)	Deliverable	Project Planning
6	RAID Register	Deliverable	Project Planning
10	Project Management Plan (PMP)	Deliverable	Project Planning

Task ID	Name	Type	Phase
12	Kick-Off Meeting Completed	Deliverable	Project Planning
14	Requirements Traceability Matrix (RTM)	Deliverable	Project Planning
15	Solutioning Workshop Schedule	Deliverable	Project Planning
16	OCM Strategy	Deliverable	Project Planning
17	Communication Strategy	Deliverable	Project Planning
19	Environment Plan	Deliverable	Project Planning
23	Configuration Migration Plan	Deliverable	Project Planning
26	Solution Workshops Complete	Deliverable	Solutioning
27	Reporting Strategy (Framework)	Deliverable	Solutioning
30	Updated Requirements Traceability Matrix (RTM)	Deliverable	Solutioning
31	Solution Documents Approved	Deliverable	Solutioning
37	Data Retention Strategy	Deliverable	Solutioning
39	Interface Strategy Document	Deliverable	Solutioning
42	RICEW Code Objects Delivered	Deliverable	Solutioning
45	Training Strategy Complete	Deliverable	Solutioning
49	Testing Strategy	Deliverable	Solutioning
50	Test Plan	Deliverable	Solutioning
55	Test Scripts for ST & SIT	Deliverable	Solutioning
56	Automated Test Scripts	Deliverable	Solutioning
58	Change Impact Assessment	Deliverable	Solutioning
59	KT Strategy & KT Plan	Deliverable	Solutioning
60	Change Management Plan	Deliverable	Solutioning
62	New and Revised Business Processes	Deliverable	Solutioning
65	Data Conversion Strategy	Deliverable	Solutioning
66	Data Conversion Plan	Deliverable	Solutioning
68	Data Conversion Design and Mapping Document	Deliverable	Solutioning
71	Go/No-Go Criteria	Deliverable	Testing
72	Production Readiness Assessment Plan	Deliverable	Testing
75	System Test Exit Report	Deliverable	Testing
76	System Integration Test Exit Report	Deliverable	Testing
79	Performance Testing Exit Report	Deliverable	Testing
82	Bill Comparison Exit Report	Deliverable	Testing
84	User Acceptance Testing (UAT) Completed	Deliverable	Testing
87	Technical Training Completed	Deliverable	Testing
88	Train-the-Trainer Training Completed	Deliverable	Testing
93	Mock Conversion 1 Completed	Deliverable	Testing
94	Mock Conversion 2 Completed	Deliverable	Testing
95	Mock Conversion 3 Completed	Deliverable	Testing
99	Cutover Plan	Deliverable	Deployment
100	Dress Rehearsal 1 Completed	Deliverable	Deployment
102	Dress Rehearsal 2 Completed	Deliverable	Deployment
104	Production Environment Ready	Deliverable	Deployment
109	Production Readiness Assessment Results	Deliverable	Deployment
110	Go/No-Go Criteria Evaluation	Deliverable	Deployment
111	Conversion Balancing Report	Deliverable	Deployment
112	System Live	Deliverable	Deployment
113	Final System Acceptance Certificate	Deliverable	Stabilization
114	Project Closure Report	Deliverable	Stabilization
119	Post Go-live Survey	Deliverable	Stabilization
122	Code packages with fixes and test results	Deliverable	Stabilization