

**BOARD OF COUNTY COMMISSIONERS**

DATE: October 11, 2011  
AGENDA ITEM NO. 26

Consent Agenda

Regular Agenda

Public Hearing

**County Administrator's Signature:**

**Subject:**

Approval of Final Negotiated Contract - Phase 1 - IT Consulting Services - Maximo Upgrade  
Contract No.: 101-0177-S (SS)

**Department:**

Business Technology Services / Purchasing

**Staff Member Responsible:**

Paul Alexander / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT - PHASE 1, FOR CONSULTING SERVICES FOR THE MAXIMO UPGRADE WITH STARBOARD CONSULTING, LLC, (STARBOARD), LONGWOOD, FLORIDA. PRICING, TERMS AND CONDITIONS ARE PER FLORIDA STATE CONTRACT 973-561-10-1.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

**Summary Explanation/Background:**

The IBM / Maximo work order and asset management system is a critical business system that has been leveraged by a number of BCC Departments to enable operations and maintenance work activities throughout the County. Given limitations of the functionality available at the time of the initial Maximo implementation, there was considerable customization necessary to support the then current business processes. These customizations are now constraining the business and the ability to install future product upgrades that offer greater functionality and that are necessary to maintain vendor support. There are also multiple stakeholders (Utilities, Star Center, Parks and Conservation Resources, and Real Estate Management) who are leveraging the Maximo product on disparate systems and at various version levels. This imparts duplication of efforts and inefficiencies in the overall support of the product.

The BTS Board and the BCC Technical Steering Committee have approved a strategic initiative called Enterprise Asset Management (EAM), to consolidate the disparate systems and leverage the County's significant investment in Maximo software licenses to upgrade and unify the work order and asset management systems onto a common platform and product version. This will enable agility, operational efficiencies and ensure greater overall business continuity. The project will be performed in two distinct phases.

Phase 1 of the project will focus on an assessment of the County's business requirements and how closely the Maximo product comes to meeting those requirements (Gap/Fit). The key deliverable for this phase is a Statement of Work (SOW) and other outputs necessary to successfully implement the upgraded and unified Maximo platform. During this phase, it will also be determined which existing (and new) stakeholders align with, and can benefit from the enterprise consolidation of Maximo. New stakeholders being considered include but are not limited to Public Works and Fleet Management.

Phase 2 of the project will focus on the actual implementation of the most current version of the unified Maximo platform. This will be performed in accordance with the SOW from Phase 1 and will include such tasks as design, configuration, data conversion, testing, training, system acceptance, post-implementation support, and warranty. Note: Phase 2 of the project is contingent upon the successful completion of Phase 1 and will be brought before the BCC for consideration and approval at a future date.

On April 26, 2011, the Board approved the ranking of the firms from the RFP process and authorized staff to negotiate a final contract with the number one ranked firm, Starboard. The fixed fee to Starboard for Phase 1 is \$272,250 which includes all travel expenses; and a 10% contingency (\$27,225) is recommended for a total Phase 1 cost of \$299,475. The work is scheduled to be completed in seven (7) months and payments are based on five (5) milestone payments based upon acceptance of predefined deliverables in the SOW.

The final negotiated contract for Phase 1 is now being presented to the Board for consideration.

**Fiscal Impact/Cost/Revenue Summary:**

The funding sources for this project are within two of the BTS Budget Cost Centers including: BCC Strategic Project Fund; and Utilities Enterprise Project Fund.

The fixed fee to Starboard pertaining to Phase 1 is \$272,250. The 10% contingency is \$27,225. The total cost for Phase I is \$299,475.

**Additional Notes:**

The project cost for Phase 2 Implementation (which may or may not be performed by Starboard) is estimated at \$1,500,000.

The total project cost (which will include Phase 1 costs to Starboard, Phase 2 vendor costs, hardware, software licenses, and project staff) is estimated at \$2,500,000.

**Exhibits/Attachments:**

Contract Review  
Final Agreement and Phase 1 Statement of Work



**PURCHASING DEPARTMENT  
CONTRACT REVIEW TRANSMITTAL**

CATS  
NO.:

**PROJECT: IT Consulting Services- Maximo Upgrade**

**BID NUMBER: 101-0177-S (SS)**

**REQ. NUMBER:**

TYPE:  Purchase Contract     Other: Agreement     Construction-Less than \$100,000     One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

**RISK MANAGEMENT:** Please enter required liability coverage on pages: 16 and 17

PRODUCT ONLY

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director S. Steele, P.A.	7/15/11	<i>[Signature]</i>		
2.	Requesting Dept's. Paul Alexander Bob Peacock Paul Sacco Paul Cozzie	9/15/11 9/16/11 9/22	<i>[Signatures]</i>	See attached comments (SS)	
Using Dept please provide below information: <input type="checkbox"/> Yes, funding for this requisition is using grant Funding. <input checked="" type="checkbox"/> No funding for this requisition is not using grant Funding. If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.					
3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	9/10/11	<i>[Signature]</i>		HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	9/20/11	<i>[Signature]</i>	Will travel be in accordance w/ FL Statute 112.061? Didn't find this stated in the Agreement.	
5.	Asst. County Administrator Larry Arrington	9/20/11	<i>[Signature]</i>		
6.	Asst. County Administrator Attn: M. Woodard	9/21/11	<i>[Signature]</i>	-> As see suggested edits to cover letter.	
7.	Legal Attn: Michelle Wallace Dennis Long	9/22/11 9/24/11	<i>[Signatures]</i>	It is covered in the fixed fee - no separate billings for travel	

**RETURN ALL DOCUMENTS TO PURCHASING**

Make all inquiries to: Sue Steele at Extension 4-4776  
 In order to meet the following schedule, please return your requirements to Purchasing by: 10/20/11

Revised 08/2010

TENTATIVE DATES
Bid Mail Out:
Bid Opening:
Purchasing Director Approval:

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2011 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”) and Starboard Consulting, LLC, a Florida limited liability company (“Starboard”) (collectively, the “Parties”).

### **WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to RFP No. 101-0177-S(SS) (“RFP”) to complete Phase 1 discovery, requirements assessment, and gap analysis, as well as the Phase 2 implementation if authorized by the County, relating to upgrading the Maximo Enterprise Asset Management (“EAM”) application pursuant to State Contract No. 973-561-10-1; and

**WHEREAS**, based upon the County's assessment of Starboard's proposal, the County selected Starboard to provide the Services as defined herein; and

**WHEREAS**, based on its skilled personnel and track record for successful implementations for its customers, Starboard represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

In consideration of the mutual covenants, agreements, terms and conditions herein contained, along with other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

### **1. Definitions.**

1.1 “Additional Services” means the services described in Section 2.11 of this Agreement.

1.2 “Agreement” means this Professional Services Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto. This Agreement, applicable SOW, and all Exhibits shall constitute a Task Order under the State Contract.

1.3 “Authorization Order” means a signed, written approval from the County Project Manager authorizing Starboard to perform Services in accordance with this Agreement.

1.4 “Authorized User” means those entities, governmental units, organizations, and individuals authorized by the County to use the System, including but not limited to, the Board of County Commissioners and its departments, boards, commissions, and agencies; special districts; the Sixth Judicial Circuit, Pinellas County Clerk of the Circuit Court, State Attorney for the Sixth Judicial Circuit, Public Defender for the Sixth Judicial Circuit, Pinellas County Sheriff, Pinellas County Property Appraiser, Pinellas County Supervisor of Elections, Pinellas County Tax Collector, other federal, state, local or municipal agencies and other entities or organizations authorized by Pinellas County to access the System, any official, officer, employee or representative of any of the above, and any other person, including members of the public, for public accessible data.

1.5 “Business Day” means any day, Monday through Friday, excepting any County holiday.

1.6 “Change Order” means a document describing changes to the Services, Services Fee, scope of the work, or other amendments to the Agreement, as further defined in Section 25 of this Agreement.

1.7 “Completion Date” means the date of County acceptance of EAM Software and other Deliverables in accordance with the provisions of Sections 6 and 7 of this Agreement and any applicable SOW.

1.8 “County” means Pinellas County, a political subdivision of the State of Florida, and all current and future Authorized Users as defined herein.

1.9 “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data processing software obtained by County under a licensing agreement and County-produced data processing software and security systems, and any other information designated in writing by the County as County Confidential Information.

1.10 “County Project Manager” means the person designated by the County to oversee the provision of the Services by Starboard on a day-to-day basis, as designated pursuant to this Agreement.

1.11 “CPI” means the cost of living increases according to the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year.

1.12 “Defect” means any bug, inaccuracy, error, contaminate, or malfunction in the EAM System not caused by the County, and arising or emanating from the control of Starboard that renders the EAM Software in non-conformance with the Specifications, including, without limitation, (i) the failure of the EAM Software to perform according to the performance metrics and/or other performance standards specifically set forth in the Specifications and (ii) the failure of the EAM Software to perform in accord with its established performance standards of enterprise asset management systems of a similar transaction volume as the County. The overall effect of performance defects on the County’s ability to utilize the EAM Software shall be considered in classifying the appropriate response time in accordance with Exhibit B.

1.13 “Deliverables” means the items identified as “Deliverables” in the applicable SOW.

1.14 “Documentation” means, collectively: (i) all of the written, printed, electronic, or otherwise formatted materials that relate to the EAM System provided by Starboard as set out in the SOW; (ii) all user, operator, system administration, technical, support, and other manuals, and all other written, printed, electronic, or other format materials that describe the functional, operational, and/or performance capabilities of the EAM System; and (iii) all Specifications, materials, flow charts, notes, outlines, manuscripts, writings, pictorial materials, schematics, and other documents that represent, demonstrate, or explain the EAM System.

1.15 “EAM Software” means the most current version commercially available on the Notice to Proceed Date for the Phase 2 Implementation Services of the Maximo Enterprise Asset Management application platform for countywide work management and asset management processes.

1.16 “EAM Software Component” means a portion of the EAM Software which shall be tested and accepted in accordance with the procedures described in this Agreement. The EAM Software component shall be specifically described in the applicable SOW.

1.17 “EAM System” means EAM Software to be implemented by Starboard, if authorized as provided herein, including Third Party Software Modifications, Interfaces, Enhancements, Hardware specifications and configurations, Services, Documentation, and other items, tangible and intangible, which together will allow the County to have and maintain the EAM System.

1.18 “Enhancements” means a customization or modification of the EAM Software to meet the functional requirements set forth in this Agreement, approved SOW, Exhibits, and Documentation.

1.19 “Gap Analysis” means the process to align County business requirements with the appropriate EAM Software commercially available functionality, as further defined in the SOW Phase 1. Gap Analysis shall include but is not limited to functionality, configuration, integration, reports, the business process workflows, and Documentation showing any gaps between the EAM Software and the County’s business requirements.

1.20 “Go-Live” means the date on which the EAM Software Component or the entire EAM System, as the case may be, has entered Operational Use. The Go-Live tasks will be further described in the applicable SOW.

1.21 “Hardware” means the physical components or equipment which makes up a computer system including the programs that control the operations of the computer system and support the software.

1.22 “Milestone” means the Deliverables in the applicable SOW identified as a “Project Milestone” or “Milestone.”

1.23 “Notice-to-Proceed Date” means the date on which the County, by written notice, authorizes Starboard to begin Phase 1 or 2 Services as described in this Agreement.

1.24 “Operational Use” means actual use of the EAM Software Component(s), or the EAM System, to support the furtherance of the business operations of the County.

1.25 “Project” means the performance of all Services to be provided by Starboard in accordance with the terms of this Agreement and all approved SOWs, including delivery of the EAM System if authorized as provided in this Agreement.

1.26 “Project Charter” means the Deliverable as defined in the SOW Phase 1.

1.27 “Project Schedule” means the planned dates for performing schedule activities and the planned dates for completing Deliverables or meeting Project Milestones as set forth in the applicable SOW.

1.28 “Services” means the work, duties and obligations to be carried out and performed by Starboard on Phase 1 and Phase 2, if authorized by the County, under this Agreement, the applicable SOW, and the Exhibits. The Services include Project Area 1 and Project Area 2 Information Technology Consulting Services as defined in the State Contract. Without limiting the foregoing, the Services to be performed by Starboard fall into the following categories: (i) discovery, requirements assessment and gap analysis; (ii) installation of EAM Software; (iii) modification/configuration of the EAM Software components; (iv) project management; (v) programming agreed upon interfaces; (vi) conversion of data; (vii) requirements definition; (viii) change management; (ix) report development; (x) Documentation; (xii) testing; (xiii) consulting, design, and configuration of hardware; (xiv) staff training; and (xv) any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but is not specifically described in this Agreement, or any approved SOW or Exhibit, which such task, subtask, service or function shall be deemed to be part of the Services.

1.29 “SOW” means the Statement of Work, initially the document attached hereto as Exhibit A and incorporated into this Agreement, which describes in more detail the Services and anticipated schedule for delivering the Services, Project Milestones, and Deliverables, as may be amended, updated or approved from time to time as provided for in this Agreement.

1.30 “Specifications” means the descriptions of the EAM System and all other Deliverables hereunder, and their components, capacities, functions and/or methods, set forth in this Agreement (including all Exhibits hereto) and the Documentation.

1.31 “System Warranty Period” means the warranty period defined in Section 15.9 of this Agreement.

1.32 “Starboard Confidential Information” means any Starboard information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Starboard (unless otherwise determined to be a public record by applicable Florida law), and any data processing software exempt from the public records law as defined in Chapter 119, Florida Statutes. To the extent permitted by applicable law, for purposes of this Agreement, Starboard hereby notifies the County, and County acknowledges receipt of the notification, that the following constitutes a trade secret as defined by Chapter 688, Florida Statutes: all information contained in, embodied in (in any media whatsoever) or relating to Starboard’s inventions, ideas, creations, works of authorship, works of visual art, business documents, operations, manuals, performance manuals, operating data, projections, bulletins, test results, product or service literature, product or service concepts, process data, specification data, know how, databases, research and development information and data, including, without limitation, information relating to the EAM Software, its design documents, release notes, database layouts, algorithms, techniques, processes, systems designs, source code, and screen shots. Notwithstanding the foregoing, Starboard Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (b) becomes available to the County on a non-confidential basis from a source other than Starboard, which is not prohibited from disclosing such information by obligation to Starboard; (c) is known by the County prior to its receipt from Starboard without any obligation or

confidentiality with respect thereto; or (d) is developed by the County independently of any disclosures made by Starboard.

1.33 “Starboard Key Personnel” means the Starboard project manager and other employees and subcontractors of Starboard who are identified in the applicable SOW, along with their respective positions, and any other persons as the parties may agree, in writing, to designate as Starboard Key Personnel.

1.34 “Starboard Personnel” means the Starboard project manager and all employees of Starboard, and all employees of subcontractors of Starboard, who are providing the Services at any time during the project term.

1.35 “State Contract” means State Contract No. 973-561-10-1.

1.36 “Third Party Software” means the operating systems and other software licensed, purchased, or otherwise acquired by the County from a third party required to either operate or interface with the EAM System.

## **2. System Implementation Services.**

2.1 Services. This Agreement, along with the applicable SOW, governs the terms and scope of Services to be provided by Starboard to the County. Initially, the County retains Starboard, and Starboard agrees to furnish all labor, materials, equipment, products, tools, travel, lodging, per diem, overhead, supplies, and all other costs required to perform the Phase 1 – Maximo Upgrade Assessment Services, and all of its obligations related thereto, in accordance with the terms of this Agreement, SOW Phase 1 attached hereto as Exhibit A, and the remaining Exhibits attached hereto. The initial scope of Services, including but not limited to the performance standards, timetables, staffing plan, Project Milestones, and Deliverables are defined in SOW Phase 1, and the other Exhibits attached to this Agreement and incorporated herein by reference.

2.2 Phase 1 Maximo Upgrade Assessment. Upon the issuance of a Notice to Proceed, Starboard shall complete the discovery, assessment and Gap Analysis for the Maximo Upgrade Assessment Phase 1 Project as defined in SOW Phase 1, including performing Project Tasks One through Twelve as described in Sections 2.7 through 2.18 of SOW Phase 1. All Deliverables related to these Project Tasks shall be subject to the County acceptance process set out in Section 7 of this Agreement.

2.3 Phase 2 Implementation Authorization. Upon completion and acceptance of the Deliverables set out in SOW Phase 1 in accordance with this Agreement, the County, in its sole discretion, shall have up to ninety (90) Business Days to either: (i) issue a Project Notice to Proceed for the Phase 2 Implementation Project, subject to the terms and conditions of this Agreement for the implementation and pursuant to the scope set out in the approved SOW for the Phase 2 Implementation as defined in Project Task Twelve of the SOW Phase 1 or (ii) terminate this Agreement by providing written notice to Starboard of its election to terminate ("Notice of Termination") pursuant to this subsection. If the County issues a Notice of Termination, then: (i) this Agreement shall terminate upon Starboard's receipt of the Notice of Termination (ii) County shall have no further obligation to participate in the project, except for paying Starboard for the costs and expenses incurred by Starboard in performing the Deliverable(s) set out in the SOW Phase 1, which shall be paid in accordance with Section 5 herein.

2.4 Phase 2 Maximo Upgrade Implementation. Upon the issuance of a Notice to Proceed as provided in Section 2.3, Starboard shall complete the implementation Services as described in the approved SOW Phase 2, in accordance with the terms and conditions of this Agreement.

2.5 Incorporation of State Contract Terms. The following terms, conditions, and provisions (“Terms”) of the State Contract are incorporated herein by reference as if fully set out herein: 4.16, 4.17, 4.20, 4.21, 4.22, 4.24, 4.25, 4.28, 4.30, 4.33, 4.36, 4.37, 4.42, 4.46, 4.47, 5.4, and 5.11; provided, however, that these Terms are modified to provide that the County is substituted for the State or Customers. The Parties acknowledge and agree that State Contract Terms not incorporated herein are inapplicable to this Project because the Terms relate to the State procurement, govern State of Florida agencies and not the County, and/or do not apply to this Services scope of work as set out in the applicable SOW.

2.6 De-Scoping Services. The County reserves the right, in its sole discretion, to de-scope Services and Deliverables in any approved SOW, upon written notification to Starboard by the County Project Manager. Upon issuance and receipt of the notification, Starboard shall submit a Change Order as set forth in this Agreement reducing or reallocating to other Services or Deliverables, at the County’s sole discretion, the appropriate Fees for the impacted Deliverable by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement or an approved SOW. In the event that notification is issued after commencement of work on the de-scoped Services, the reduction shall be determined by mutual consent of both parties based upon the scope of work performed prior to issuance of notification.

2.7 Services Requiring Authorization Order Approval. Starboard shall not commence work on the Services described in the Agreement and/or the SOW that require prior authorization in the applicable SOW, until such time as Starboard submits a written proposal describing the scope of the Services, the number of hours required for the Services if applicable, and the total cost, and receives a written Authorization Order approval from the County Project Manager.

2.8 Substitution of Deliverables. If requested by the County in writing, the Parties may substitute the Deliverables or Services for new Deliverables or Services that are reasonably and substantially equivalent to those Deliverables or Services being substituted and any such substitution shall not result in any adjustment to the Fees, unless otherwise mutually agreed by the Parties. Any substitution of Deliverables or Services shall only be done after an approved Change Order is signed in accordance with Section 25.

2.9 Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Starboard is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Starboard acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

2.10 Location. The Services to be performed pursuant to any SOW shall be performed at locations specified in the SOW or as otherwise directed by the County Project Manager in writing.

2.11 Additional Services. From the Effective Date and for the duration of the Project, the County may elect to have Starboard perform Services that are not specifically described in the applicable SOW hereto but are related to the Services (the “Additional Services”), in which event Starboard shall perform such Additional Services on a time and materials basis, at an hourly rate not to exceed that described in the applicable SOW. For an additional two years following the System Warranty period, the hourly rates shall increase by no more than 3% or the CPI, whichever is less, unless otherwise allowed by the State Contract. Thereafter, such services shall be performed at Starboard’s then current hourly rates. Starboard shall commence performing the applicable Additional Services promptly upon receipt of an Authorization Order.

2.12 Performance Bond or Other Security. For the Phase 1 Maximo Upgrade Assessment and the Phase 2 implementation Services furnished by Starboard, Starboard shall furnish a Performance Bond (or other form of security approved by the County in its sole discretion) at no additional cost to the County, in an amount equal to 50% of the Services Fee within ten (10) calendar days from the Project Notice to Proceed Date for the applicable phase unless otherwise specified in the applicable SOW. Starboard shall not commence performance of any Services and the County shall not incur any Services Fees until Starboard delivers and the County approves the Performance Bond required herein.

2.13 Financial Records/Audit. Starboard shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Agreement. Such records shall be kept in accordance with Starboard’s ordinary course of business practices or for a period of five (5) years after final payment to Starboard, whichever is longer, and each transaction shall be documented. Such records shall be made available to County for inspection or audit, upon request. Any such inspection shall be conducted at Starboard’s principal place of business during normal business hours and shall occur at County’s sole expense.

2.14 Project Monitoring. Through the expiration of the System Warranty Period as set forth herein, Starboard shall reasonably cooperate with the County, either directly or through its contractors, in monitoring Starboard’s performance of this Agreement. The production of any documentation, reports, meetings, travel, consultation, or review that is requested by the County or its contractors beyond the requirements set forth specifically in the SOW shall be at the County’s sole expense, and subject to prior approval by the County in writing. Monitoring shall be conducted at the locations provided for in Section 2.10 of the Agreement.

### **3. Personnel.**

3.1 Starboard Key Personnel. The County shall have the right to interview the initial Starboard Key Personnel and any replacement personnel assigned to the Project, and Starboard shall not designate any key personnel without the County’s prior written consent. Starboard shall not reassign any individual designated as Starboard Key Personnel without the County’s prior written consent during the period beginning on the date such individual commences performing the Services hereunder, to other functions if doing so would require the alteration or reduction of such individual’s contribution to, or involvement with, the Services. Starboard shall obtain the County’s prior written consent fourteen (14) days, or such shorter time as agreed by the Parties, in advance of any assignment of any Starboard Key Personnel resulting in the alteration or reduction of time expended by such individual in performance of Starboard’s duties under this Agreement, which consent may be withheld in the County’s sole discretion. In the event any one of the Starboard Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Starboard and

therefore becomes unable to perform the functions or responsibilities assigned to him or her, Starboard shall: (i) within five (5) Business Days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person; and (ii) within twenty (20) Business Days, permanently replace such replaced person with another person approved by the County and properly qualified to perform the functions of such replaced person.

3.2 Project Management. Starboard and the County shall designate and cause the employees identified in the applicable SOW (or other qualified employees designated to replace such employee in accordance with this Agreement) to serve as such Party's Project Manager, who shall manage and implement the Party's respective obligations pursuant to this Agreement and serve as the primary contact for the respective Party, who shall have authority to execute Authorization Orders, and provide such other approvals as authorized in this Agreement. Each Party represents that its respective Project Manager is qualified and authorized to perform the tasks assigned to him/her and any written execution by such individual shall be binding on the respective Party.

3.3 Qualified Personnel. Starboard agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement. For each person, to the extent permitted by, and in accordance with, applicable law, Starboard shall conduct routine reference checks (e.g., work experience), verification of education and technical training, drug testing in accordance with Starboard's employment policies, background checks (e.g., felony and misdemeanor conviction check), and any other checks required by law. Starboard agrees that each person shall be properly trained to perform the Services and is oriented with respect to the policies and procedures of the County. The County is not required to pay any Fees relating to any person for hourly rate services prior to such time as the training and orientation is completed and such person commences performing the Services hereunder.

3.4 Replacement of Personnel. The County, on a reasonable basis, shall have the right to require the removal and replacement on the Project of any of the Starboard Key Personnel, including the Starboard Project Manager, at any time during the Project Term. The County will notify Starboard in writing in the event the County requires such action. Starboard shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. Starboard shall not be responsible or liable for any delays in the Project Schedule resulting from County's request to remove any Starboard Key Personnel from the Project without cause.

#### 4. Hardware Requirements.

The Parties acknowledge that the County will rely on Starboard's assessment of the Hardware requirements necessary to perform the Services in establishing budgeting priorities for, and where applicable, acquiring Hardware referenced in an applicable SOW for Phase 2 implementation Services that is critical to the success of the Project. Providing that information relating to the Specifications provided by the County is substantially correct and complete, and the County configures the Hardware as directed by Starboard, in the event that Starboard determines that it is necessary for the County to acquire additional Hardware to complete the Project, Starboard shall be solely responsible for those costs incurred by the County for the additional Hardware. The County shall receive a credit for, and the right of set off against, the payments due Starboard.

Starboard's obligation as provided herein shall terminate, and be of no further force and effect, on the last day of the System Warranty Period as defined in Section 15 of this Agreement. Notwithstanding anything to the contrary contained herein, Starboard shall not be responsible for any additional Hardware costs incurred that are: (a) the result of the County's failure to disclose correct or complete information to Starboard regarding the County's operating environment; (b) the County's failure to follow Starboard's recommendations for configuration or operation of the Hardware; or (c) additional Hardware costs that arise after the System Warranty period.

## **5. Compensation of and Method of Payment.**

5.1 Services Fee. The County agrees to pay Starboard the following sums for the Services, pursuant to the following terms and conditions:

5.1.1 Phase 1 Services. The County shall pay Starboard the not to exceed sum of Two Hundred and Seventy Two Thousand Two Hundred and Fifty Dollars (\$272,250.00) for the Phase 1 Services that are actually performed and completed pursuant to this Agreement ("Services Fee"). The Services Fee paid to Starboard shall constitute full compensation for all such work, and shall be paid as specified below. It is acknowledged and agreed by Starboard that this amount constitutes a limitation upon County's obligation to compensate Starboard for such Services required by this Agreement, but does not constitute a limitation upon Starboard's obligation to perform all of the Services required by this Agreement, SOW Phase 1 and other Exhibits.

5.1.1.1 County shall pay Starboard the undisputed amounts due as provided herein on a "fixed fee basis," unless there is an authorized "bucket" of hours in the applicable SOW, the not to exceed Services Fee in periodic payments for completed and accepted Deliverable(s) within a Project Milestone as set forth in the applicable SOW. As used in this Section, "fixed fee" means a Fixed Price Project as defined in Section 6.1.1 of the State Contract, and that Starboard shall perform the Services required by the Agreement even if it is required to expend more than the time and materials it used to determine the Services Fee set forth herein and in the SOW Phase 1.

5.1.1.2 The County will retain ten percent (10%) of each Services Fee payment amount made to Starboard. Starboard will be paid the retainage upon the Completion Date of the Phase I Deliverables or as otherwise provided in the applicable SOW. Retainage for Phase 2 will be paid upon completion of the System Warranty in accordance with Section 15 of the Agreement.

5.1.1.3 Starboard may submit invoices for Deliverable(s) only after the Deliverable(s) required to be completed for a Payment as set out in the applicable SOW have been completed and accepted in accordance with Section 7 herein. While Starboard, at its option, may complete Deliverables out-of-sequence from the Deliverables necessary to invoice a Project Milestone payment as set out in SOW Phase 1, Starboard shall not be entitled to either invoice or receive payment for that completed out-of-sequence Deliverable until all preceding Deliverables for a Project Milestone payment have been completed, unless the parties have agreed otherwise in writing. An original invoice is due by Starboard to County within fifteen (15) calendar days after acceptance of the Deliverable or Project Milestone, except the

final invoice, which shall include the retainage, which must be received by the County no later than sixty (60) days after completion and acceptance of the Phase 1 Services. Each invoice shall at a minimum include an invoice number, indicate the Deliverable included in the Project Milestone task covered by the invoice or the Project Milestone, and state the number of hours worked for Services billed on a time and materials basis, if applicable. Any Starboard Personnel or authorized subcontractors performing Services shall maintain a log of time worked in a manner sufficient to preserve an accurate record for Services performed on a time and materials basis.

5.1.2 Phase 2 Services. If authorized by the County, the County shall pay the not to exceed sum agreed to by the Parties in the SOW for the Phase 2 implementation Services.

5.2 Tax Exempt Status. As provided in Section 4.16 of the State Contract, it is understood that the County is a tax exempt entity and shall only be responsible for the payment of applicable taxes, if any, if and when it loses tax exempt status.

5.3 Payments. Starboard shall submit invoices for payments due as provided herein with such documentation as required in this Agreement, and all payments shall be made in accordance with the requirements of Section 218.70 et. seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Starboard in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

## **6. EAM Software Testing Procedures.**

6.1 User Acceptance Testing ("UAT"). Upon Starboard's written notification to the County that Starboard has completed the installation and testing of EAM Software Component(s) in Phase 2, if authorized, and that such EAM Software Component(s) is ready for UAT, the County will begin testing such EAM Software Component(s) in a non-production environment using the test procedures and standards established herein and contained in the SOW, unless other standards as are agreed upon in writing by the County, to determine whether each EAM Software Component(s) meets in all material respects, the applicable acceptance criteria set forth in this Agreement, or such other criteria as are agreed upon in writing by the County. After the County has completed the UAT for an EAM Software Component(s) and has operated such EAM Software Component(s) for an additional period of up to five (5) Business Days at the County's sole discretion, in accordance with the Agreement, the County will notify Starboard in writing that the UAT of such EAM Software Component(s) has been completed. Upon the completion of the UAT, if the County determines that an EAM Software Component(s) does not perform as provided for in this Agreement, including all Exhibits, the County will deliver to Starboard a report describing any material Defects. Starboard shall then provide a schedule within five (5) Business Days for the correction of the Defects for review and approval by the County. Upon successful remediation of the Defects, the County may re-test the EAM Software Component(s) for an additional test period of a duration not to exceed the duration of the original UAT for that EAM Software Component(s) as determined in the sole discretion of the County.

6.2 Operational Use. Upon successful completion of the UAT for the EAM Software Component(s) associated with a particular phase, the County will begin Operational Use of the EAM Software Component(s) in a production environment, and in accordance with the approved SOW. In no event shall the Operational Use of any EAM Software Component(s) constitute Final System Acceptance as defined in Section 6.3 of this Agreement.

6.3 Final System Acceptance Testing. The County will inform Starboard in writing of Final System Acceptance after Go-Live of the EAM System and upon successful completion and approval of the Final System Acceptance Testing (“FSAT”) in accordance with the applicable SOW and the Warranties in accordance with Section 15 of this Agreement. Notwithstanding anything to the contrary contained herein, in no event shall any phase acceptance or Final System Acceptance be deemed a waiver of any right or remedy available to the County under this Agreement, at law, or in equity as a result of any Defect in a EAM Software Component(s) or Deliverable(s) not discovered by the County during the testing periods.

6.4 Failure of Testing. If after testing the EAM Software Component(s) or the EAM System, the EAM Software Component(s) or the EAM System does not function in accordance with the Agreement, and as accepted in accordance with this Section of the Agreement, the County shall have the option, upon written notice to Starboard to:

- (a) Conditionally accept the EAM System or EAM Software Component(s) at its then level of performance; or
- (b) Extend the testing for such period as determined by the County in its sole discretion; or
- (c) Accept those portions of the EAM System or EAM Software Component(s) which pass the acceptance criteria and require Starboard to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted; or
- (d) Pursue such remedies as may be available to the County at law or in equity.

Final System Acceptance by the County will not release Starboard from complying with the Warranties set forth in this Agreement.

6.5 Test Criteria. The testing for EAM Software Component(s) of the System shall be in accordance with the applicable SOW.

## 7. Acceptance of Deliverables.

Except as specified in Section 6 of this Agreement relating to EAM Software Components or EAM Software System Testing procedures and acceptance, for all other Deliverables, the County, through the County’s Project Manager, will have ten (10) Business Days to review the Deliverable(s) after receipt or completion of same by Starboard, and either accept or reject the Deliverables by written notice to Starboard’s Project Manager. If the Deliverable(s) is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Starboard shall then have five (5) Business Days to revise the Deliverable(s) to resubmit and/or complete the Deliverable(s) for review and approval by the County, through the County’s

Project Manager or designee, who will then have five (5) Business Days to review and approve, or reject the Deliverable(s), provided however, that Starboard shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject Deliverables as provided herein. Upon final acceptance of the Deliverable(s), the County, through the County's Project Manager, will sign a deliverable acceptance form.

## **8. Stop Work.**

8.1 Stop-Work Order. The County's option to suspend work pursuant to Section 4.21 of the State Contract shall be implemented as provided in this Section 8 of the Agreement. The County may, at any time by written notice to Starboard, require Starboard to stop all, or any part, of the work called for by this Agreement (a "Stop-Work Order"), for a period up to ten (10) Business Days after the Stop-Work Order is delivered to Starboard, and for any further period to which the Parties may agree. The Stop-Work Order shall be specifically identified as such and shall indicate it is issued under this clause.

Upon receipt of the Stop-Work Order, Starboard shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop-Work Order during the period of work stoppage. During the Stop-Work Order, Starboard shall communicate and cooperate with the County to resolve issues related to the Stop-Work Order.

Within a period of ten (10) Business Days after a Stop-Work Order is delivered to Starboard, or within any extension of that period to which the Parties shall have agreed, the County will either in writing issued by the County, through its Project Manager: (i) cancel the Stop-Work Order; or (ii) either de-scope the Services or Deliverables in accordance with Section 2.6 of this Agreement, or terminate the work covered by the Stop-Work Order pursuant to Section 10 of this Agreement.

8.2 Cancellation of Stop-Work Order. If a Stop-Work Order issued under this clause is canceled, Starboard shall resume work. The County will make an equitable adjustment in the Project Schedule, the Services Fee amount, or both as determined in its sole discretion, in accordance with this Agreement if: (i) the Stop-Work Order results in an increase in the time required for performance, or in Starboard's cost; and (ii) Starboard asserts a claim for an equitable adjustment with adequate documentation to support the claim within five (5) Business Days after the cancellation of the Stop-Work Order. If the Parties agree the facts justify the equitable adjustment of time and/or the Services Fee, the County will process a Change Order in accordance with Section 25. Any claim for an equitable adjustment not asserted within the time periods herein will be deemed to have been waived by Starboard.

8.3 Payment to Starboard for Services Rendered. If the County does not cancel the Stop Work Order, the County will pay Starboard for all Services performed by Starboard up through and including the date of the Stop Work Order.

8.4 Lost Profits. The County shall not be liable to Starboard for loss of profits because of a Stop-Work Order issued under this clause.

**9. Term/Services Commencement Date.**

9.1 The term of this Agreement shall commence on the Effective Date and shall continue and be in full force and effect for a period of thirty six (36) months, or completion of the Services as provided in the Agreement, whichever occurs first (“Term”), unless terminated or extended in accordance with the provisions of this Agreement.

9.2 The Phase 1 and Phase 2 Services shall be commenced by Starboard on the Notice to Proceed Date, except as otherwise provided herein and the applicable SOW.

9.3 In the event of an expiration of the term of this Agreement prior to completion of the Services, the Parties shall comply with and be subject to the provisions of this Agreement relating to termination of the Services.

9.4 Notwithstanding the expiration of the term, including extensions, as provided herein, any rights, benefits, or privileges granted to the County pursuant to this Agreement, including but not limited to term and perpetual licenses, warranties, indemnification, and claims or remedies, shall survive the expiration of the term and as further provided in Section 10.3 of this Agreement.

**10. Termination.**

10.1 Starboard Default Provisions and Remedies of County.

10.1.1 Events of Default. Any of the following shall constitute a “Starboard Event of Default” hereunder: (i) Starboard fails to maintain the staffing levels as outlined in the applicable SOW, complete the Deliverables, or perform the Services within the time specified in the applicable SOW; (ii) Starboard breaches Section 11 (Confidential Information); (iii) Starboard fails to perform or observe any of the other material provisions of this Agreement; or (iv) Starboard fails EAM Software Component(s) Testing and/or EAM System Testing as per Section 6 or fails to gain acceptance of a Deliverable(s) per Section 7, and such failure results in an extension to the overall Project Schedule.

10.1.2 Cure Provisions. Upon the occurrence of a Starboard Event of Default as set out in Section 10.1.1 (i), (ii), or (iii), the County shall provide written notice of such Starboard Event of Default to Starboard (“Notice to Cure”), and Starboard shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Starboard Event of Default described in the written notice. The County shall not be required to provide Starboard with a Notice to Cure for a Starboard Event of Default set out in Section 10.1.1 (iv).

10.1.3 Termination for Cause by the County. In the event that Starboard fails to cure a Starboard Event of Default as authorized herein, or upon the occurrence of a Starboard Event of Default as specified in Section 10.1.1 (iv) herein, the County may terminate this Agreement in whole or in part, effective upon receipt by Starboard of written notice of termination pursuant to this provision.

## 10.2 County Default Provisions and Remedies of Starboard.

10.2.1 Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to perform its tasks outlined in the Agreement or applicable SOW; (ii) the County fails to make timely undisputed payments as described in this Agreement; (iii) the County breaches Section 11 (Confidential Information); or (iv) the County fails to perform any of the other material provisions of this Agreement.

10.2.2 Cure Provisions. Upon the occurrence of a County Event of Default as set out in Section 10.2.1 (i), (ii), (iii), or (iv), Starboard shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

10.2.3 Termination for Cause by Starboard. In the event the County fails to cure a County Event of Default as authorized herein, Starboard may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision.

10.3 Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 1, 10, 11, 12, 13, 14, 15 and 16.

10.4 Party Obligations. If the Agreement is terminated as provided herein, the County may require Starboard to deliver to the County, as directed by the County, any: (i) completed Deliverables; (ii) partially completed Deliverables related to the terminated portion of this Agreement; and (iii) any plans, working papers, forms, Documentation formats necessary for understanding the Deliverables. Upon direction of the County, Starboard shall also protect and preserve property in its possession in which the County has an interest. The County shall pay the Services Fees for Deliverables as provided in Section 10.5 herein. The County may withhold from these amounts any sum it determines to be necessary to protect the County against loss because of outstanding liens or claims of subcontractors.

10.5 Remedies. In the event of all or any partial termination of this Agreement as provided herein, Starboard shall be entitled to the unpaid compensation for Services actually rendered up to and including the applicable termination date of the Agreement: (i) on a time and materials basis at an hourly rate not to exceed the rate set forth in the applicable SOW for hourly rate Services; (ii) the Fees due for Deliverables completed and accepted in accordance with the requirements of this Agreement; and (iii) a prorated amount as mutually agreed to by the Parties for partially completed Deliverables required to be delivered by Starboard in accordance with Section 10.4 herein. The County shall also return any sums held back as retainage from the compensation previously paid to Starboard within forty five (45) days of the Termination Date, unless the Parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, in which case the issue will be treated as a dispute under this Agreement subject to the remedies provided herein.

10.6 Termination for Convenience. The County’s option to terminate this Agreement for convenience pursuant to Section 4.22 of the State Contract shall be implemented as provided in this Section 10.6 of the Agreement. Upon thirty (30) calendar days written notice, this Agreement may be terminated in whole or in part by the County in accordance with this Section 10.6 whenever it is determined that such termination is in the best interest of the

County, which termination shall be effective at 11:59 p.m. on the date of the termination provided in the notice (the "Termination Date"), specifying the extent to which Services under the Agreement are terminated ("Notice of Termination for Convenience"). In the event the County elects to terminate any category of Service (but not all Services in the aggregate) pursuant to the terms hereof, Starboard shall perform its Disengagement obligations hereunder to the extent applicable to the Service or Services being terminated. "Disengagement" as used in this Section is described and defined in Section 10.8.

10.6.1 Obligations on Termination for Convenience. After receipt of a Notice of Termination for Convenience, and except as directed by the County, Starboard shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Starboard shall: (i) stop work as specified in the Notice of Termination for Convenience; and (ii) place no further subcontracts for materials, Services, or facilities, except as necessary to complete any continuing portion of the Agreement; and (iii) terminate all subcontracts to the extent they relate to the work terminated; and (iv) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.

10.6.2 Remedies. In the event of all or any partial termination of this Agreement under this Section, Starboard shall be entitled to the unpaid compensation for Services actually rendered up to and including the applicable Termination Date, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the applicable SOW, for each of Starboard's personnel that performed the unpaid Services in connection with the Deliverables that were delivered and the tasks that were performed under the SOW. The County shall also return any sums held back as retainage from the compensation previously paid to Starboard within forty five (45) consecutive days of the termination date, unless the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, in which case the issue will be treated as a dispute under this Agreement subject to the remedies provides herein.

10.7 Rights. Upon termination, in addition to the Remedies described herein, either party may pursue such remedies at law or in equity as may be available to it as limited or defined in this Agreement.

10.8 Disengagement. In connection with any expiration or termination of this Agreement, for reasons other than a County Event of Default for failure to make timely undisputed payments as provided in Section 10.2.1 (ii) of this Agreement, or for the provision of any of the Services provided hereunder, Starboard shall use reasonable efforts to accomplish a complete and timely transition from Starboard to the County, or to any replacement providers (the "RP"), of the Services being terminated (a "Disengagement"), without material impact on the Services or any other Services provided by third parties. Starboard shall cooperate with the County and the RP and otherwise take all steps reasonably required to assist the County in effecting a complete and timely Disengagement. Starboard shall provide the County and the RP with reasonable information regarding the Services or as is otherwise needed for Disengagement, subject to RP agreeing to maintain the confidentiality of Starboard Confidential Information pursuant to Starboard's standard confidentiality agreement. Starboard shall provide for the prompt and orderly conclusion of all work, as the County may direct, including completion or partial completion of projects, Documentation of work in process, and other measures to assure an orderly transition to the County

or the County's RP. In the event of any expiration or termination of this Agreement for reasons other than a breach or default by Starboard, Starboard shall provide the Disengagement Services set forth herein on a time and materials basis, at an hourly rate not to exceed the applicable rates set forth in an approved SOW. Starboard shall provide any additional Disengagement Services as County reasonably requests for a period of up to one (1) year, on a time and materials basis, at an hourly rate not to exceed the rate set forth in the SOW, per hour for each Starboard Personnel member that is reasonably required to perform such Disengagement Services as requested by County.

## **11. Confidential Information.**

11.1 County Confidential Information. Starboard shall not disclose to any third party County Confidential Information that Starboard, through its Starboard Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County's Project Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Starboard's Personnel. Starboard agrees to sign the County's Non-Disclosure Agreement prior to commencing any work and agrees to be responsible for any breach by any Starboard Personnel.

11.2 Starboard Confidential Information. All Starboard Confidential Information received by the County from Starboard will be held in trust and confidence from the date of disclosure by Starboard and discussions involving such Starboard Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Starboard in the Starboard Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Starboard Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Starboard shall be solely responsible for taking any and all action it deems necessary to protect its Starboard Confidential Information except as provided herein. Starboard acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and that any of the County's obligations under this Section may be superseded by its obligations under and requirements of said laws. To the extent the County employs information technology contractors, subcontractors, or other third parties to assist in the Project, the County shall obtain from such third parties an executed Starboard Confidentiality Agreement prior to such parties being permitted access to Starboard Confidential Information.

## **12. Covenant Not To Hire.**

For a period of one (1) year following expiration of the Term or termination of this Agreement, neither party shall directly solicit employment (but employees of one party may reply to generally circulated job postings of the other party) of the other party's employees who are directly involved in the performance of this Agreement.

## **13. Insurance.**

13.1. Prior to issuance of the Notice to Proceed, Starboard shall procure and maintain in effect during the term of this Agreement the following insurance coverages with an insurance

company or companies authorized to do business in the State of Florida and approved by the County:

(a) Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of Florida with liability limits of One Hundred Thousand Dollars (\$100,000.00) per accident.

(b) Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage including death of not less than One Million Dollars (\$1,000,000.00), each occurrence, property damage of not less than One Hundred Thousand Dollars (\$100,000.00) each occurrence. The County requires coverage for both "ongoing operations" and "products-completed operations hazard."

(c) Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage shall include all automobiles utilized by Starboard in connection with its performance of the Services hereunder.

(d) Professional Liability Insurance (including Network Security and Privacy Liability) in the amount of Two Million Dollars (\$2,000,000.00). The policy shall provide for coverage of all claims occurring during the term of the policy and three (3) years beyond completion and acceptance of the Project with proof of "tail coverage" to be submitted with the invoice for final payment.

(e) All certificates of insurance and endorsements must be in a form acceptable to and approved by the County's Risk Management Department and the County shall be endorsed to the required policy or policies as an additional insured.

(f) All subcontractors or persons hired by subcontractors shall maintain the same level of insurance coverage as Starboard.

(g) Prior to commencing work on the Project and execution of the Agreement, Starboard shall provide County with a Certificate of Insurance naming County as an Additional Insured. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to County. Upon request the policy declaration page shall be provided to the County.

(i) Starboard hereby waives subrogation rights for loss or damage against the County.

13.2. Thirty (30) days prior written notice shall be given to the County in the event of any material change in or cancellation of the policy. Starboard shall also notify the County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Starboard from its insurer.

13.3. Starboard shall give prompt written notice to the County of all known losses, damages, or injuries to any person or to property of the County or third persons that may be in any way related to the Services being provided hereunder or for which a claim might be made against

the County. Starboard shall promptly report to the County all such claims that Starboard has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the County may be charged with an obligation to make any payment or reimbursement shall be made by Starboard without the prior written approval of the County.

**14. Indemnity.**

14.1 Indemnification. Starboard shall, in addition to any other obligation to indemnify the County, protect, defend, indemnify and hold harmless the County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of Starboard, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Starboard in the performance of the work; or liens, claims or actions made by Starboard or any subcontractor or other party performing the Services; provided, however, that Starboard shall not be liable herein to indemnify the County against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the sole actions, negligent or otherwise, of the County, its agents, contractors, subcontractors, or employees.

14.2 Infringement. Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against the County or any Authorized User that alleges that all or any part of Starboard's Confidential Information, Services, or EAM Software or Deliverables in the form supplied, or modified by Starboard, or the County's use thereof, infringes or misappropriates any intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the County, upon its awareness, shall give Starboard prompt written notice thereof. Starboard shall defend, and hold the County harmless against, any such claim or action with counsel of County's choice and at Starboard's expense and shall indemnify the County against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the County shall cooperate with and may monitor Starboard in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Starboard may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to the County, or any third party pursuant to the County's directions.

14.3 Third-Party Services. Starboard shall indemnify and defend, at its expense, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable legal costs, for the non- payment, of Starboard's subcontractors arising out of or related to Services performed or products provided by them hereunder.

14.4 Technology. Starboard shall indemnify, defend, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable legal costs, arising out of Starboard's failure to observe and follow

any written requirements or specifications issued by manufacturers, vendors, or lessors of equipment, software, and other products furnished by County for use by Starboard under this Agreement; provided however that: (i) County shall be responsible for obtaining any consents required or necessary for Starboard to use such equipment, software or other products provided by County; and (ii) unless such requirements or specifications are already in Starboard's possession, County shall provide Starboard with written copies thereof.

**15. Warranties.**

15.1 Third-Party Agreements Warranty. Starboard represents and warrants that Starboard's Agreement to perform the Services pursuant to this Agreement does not violate any Agreement or obligation between Starboard and a third party.

15.2 Professional Services Warranty. The Services provided by Starboard shall be performed in a professional manner and shall be of a high grade, nature, and quality consistent with industry best practices and standards.

15.3 System Integration Warranty. Starboard represents and warrants that all Starboard-developed programs, customizations and all components thereof: (i) shall function properly and in accordance with the Specifications and applicable SOW, separately and as a fully integrated system; and (ii) when operated together will not cause any material delays, defects, or problems with the EAM Software. Starboard further warrants that the EAM Software functionality that is identified in the applicable SOW will be delivered to the County by Starboard without modifications to the EAM Software or the source code, bolt-on programs, or extensive work-arounds, unless previously authorized in writing by the County, excluding configurations and tools delivered with the EAM Software. In addition, Starboard warrants that the modifications to the EAM Software performed by Starboard hereunder will not detract from or otherwise interfere with the full functionality of the EAM System as described in the Specifications and applicable SOW hereto, except as may be otherwise contemplated in such Specifications or applicable SOW.

15.4 Performance Warranty. Starboard represents and warrants that the Services and all Deliverables furnished hereunder by Starboard will: (i) meet the requirements and acceptance or completion criteria as set forth in the Agreement, including the Exhibits, and any Change Order(s); (ii) comply in all material respects with the Documentation and Specifications; (iii) be free from all material Defects; and (iv) with respect to any modifications, customizations or changes made to the System by Starboard as part of the Services, perform in accordance with the technical, functional or other requirements set forth in, or as otherwise delivered in accordance with the Agreement, Exhibits, Deliverables, and any Change Order(s). The Parties acknowledge that, under the provisions of this Warranty (Section 15), in the event that the implementation of one EAM Software Component(s) causes Defects in another EAM Software Component(s), Starboard shall be obligated to remedy the Defects in one or all EAM Software Component(s), as the case may be. Starboard represents and warrants that all EAM Software, programs, customizations and all components thereof: (i) shall function properly and in accordance with the Agreement, and as defined in the approved SOW, separately and as a fully integrated system; and (ii) when operated together shall not cause any material delays, Defects, or problems with the EAM System. Starboard further warrants that the EAM Software functionality that is identified in the SOW shall be delivered to the County by Starboard as base-line software, without modifications to the source code, bolt-on programs, or extensive work-arounds, unless previously authorized in writing by the County, excluding configurations and tools delivered with the EAM Software. In addition, Starboard

warrants that the modifications to the EAM Software performed by Starboard hereunder will not detract from or otherwise interfere with the full functionality of the EAM System as described in the SOW hereto, except as may be otherwise contemplated in such SOW.

15.5 County Data Warranty. Starboard represents and warrants that it shall not withhold and/or restrict access to any County data, content, documents, or other information (in whatever format) (the "County Data") for any reason under any circumstances, and Starboard shall provide County with a copy of all such County Data at any time without cost and/or expense (and in the format reasonably requested by County).

15.6 Secure Erase Warranty. Starboard represents and warrants to secure erase all County information on media utilized by Starboard in performing the Services under this Agreement in accordance with industry standard practices.

15.7 Litigation Warranty. Starboard represents and warrants that as of the Effective Date there is no existing, threatened or contemplated claim, litigation, proceeding, arbitration, investigation or material controversy that would have a material adverse effect upon: (1) its ability to enter into, or perform its obligation under, this Agreement; or (ii) its financial condition or operations.

15.8 Virus Warranty. Starboard represents and warrants that it shall use its best efforts to ensure that no forms of harmful or surreptitious code, including, malware, Trojan horses, system monitors/keyloggers, dialers, adware and adware cookies (collectively, "Virus(es)") are introduced into the EAM System. If a Virus is found to have been introduced by Starboard into the EAM System, Starboard shall promptly notify County in writing and, at no additional charge to County, shall assist County in reducing the effects of, and mitigating the losses and restoring any Defects resulting from the Virus.

15.9 System Warranty. Starboard warrants the EAM System for a period of one hundred and eighty (180) calendar days from Final System Acceptance Testing and Go-Live of the EAM System in accordance with Section 15.4 of the Agreement.

## **16. Limitation on Liability.**

All claims against Starboard under the Agreement, except for claims arising under the Indemnity obligations in Section 14 of this Agreement, shall be limited as provided in Section 4.20 of the State Contract. In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however, the foregoing limitation does not apply to the indemnification obligations described in Section 14 of this Agreement.

## **17. Assignment and Subcontractors.**

17.1 Assignment. Starboard shall not assign, sublet, transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County.

17.2 Subcontractors. Starboard shall not subcontract the Services to be provided by it under this Agreement, and no subcontracting of the Services to be provided under this Agreement or any right or interest therein by Starboard shall be effective, without the prior written consent by the County of such subcontract, which consent will not be unreasonably withheld. In the event of any subcontract, Starboard shall remain fully liable for all of its obligations under this Agreement. Any subcontractors shall be fully subject to the provisions of this Agreement, and shall execute such confidentiality agreements as required by the County.

**18. Force Majeure, Notice of Delay, and No Damages for Delay.**

Starboard shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Starboard or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Starboard's control, or for any of the foregoing that affect subcontractors. If Starboard believes the delay is excusable pursuant to this Section 18, Starboard shall notify the County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Starboard could reasonably foresee that a delay could occur as a result, or (2) if the delay is not reasonably foreseeable, within five (5) calendar days after the date Starboard first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE STARBOARD'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the County. Starboard shall not be entitled to an increase in the Services Fee or payment of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Starboard shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the County, in which case the County may (1) purchase from other sources (without recourse to and by Starboard for the related costs and expenses) to provide all or part of the Services that are the subject of the delay, which purchases may be deducted from the Services Fee, or (2) terminate the Agreement in whole or in part.

**19. Waiver.**

No waiver by either party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**20. Severability.**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**21. Governing Law and Venue.**

This Agreement is made pursuant to, and shall be, resolved in, governed by and construed in accordance with the laws of the State of Florida. Jurisdiction and venue shall be exclusively found in a court of competent jurisdiction located in Pinellas County, Florida.

**22. Exhibits, Amendments and Attachments.**

The following documents are incorporated by reference into this Agreement:

1. The State Contract provision referenced in Section 2.5 herein.
2. All Exhibits attached hereto, including Exhibits A & B.
3. Any approved SOWs.

**23. Compliance with Laws.**

Starboard shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment.

**24. County's Funding.**

The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Starboard in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal period without penalty to the County.

**25. Change Orders.**

If the County requires the performance of Services (other than Additional Services) that are not then being performed, or if either party requests a change to the existing Services, the Project Manager of the party requesting or proposing the change in the Services shall deliver to the other party's Project Manager a Change Order specifying the proposed work with sufficient detail to enable the party to evaluate it. Starboard shall provide the County with an evaluation of the Change Order containing the following: (i) a detailed description of the Starboard Personnel required to perform the requested Services; (ii) Specifications (if applicable); (iii) implementation plans, with implementation to commence not later than thirty (30) calendar days after approval thereof, unless otherwise mutually agreed by the Project Managers; (iv) the timeframe for performance; (v) acceptance criteria; and (vi) the estimated price for such performance based on the applicable charges set forth in this Agreement. If the Change Order request is initiated by the County, this evaluation shall be provided within five (5) Business Days of receipt of the proposed Change Order from the County, unless otherwise mutually agreed by the Project Managers. All Change Orders

shall be governed by the terms and conditions of this Agreement, including either the hourly rates for Services, or fixed fees, as directed by the County, and warranties, unless mutually agreed otherwise. Within a reasonable timeframe specified by Starboard, which timeframe shall not be less than ten (10) Business Days from the Project Manager's receipt of the Change Order with the evaluation required herein (the "Response Period"), the County shall notify Starboard in writing if the County elects to proceed with the Change Order (the "Proceed Order"). If, within the Response Period, the County gives notice to Starboard not to proceed, or fails to give any notice to Starboard, then the Change Order shall be deemed withdrawn and Starboard shall take no further action with respect to it. Starboard shall promptly commence performing the Services described in the Change Order upon the County's approval of the applicable Change Order and such Change Order being executed by an authorized representative of the Parties, which shall be the County Administrator or designee for any Change Orders decreasing the Services Fee or increasing the Services Fee not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, amending the SOW, Documentation or Specifications without any change to the Services Fee or Project Schedule, or increases the expected completion of a Project Milestone by not more than sixty (60) days, and which shall be the Board of County Commissioners for all other Change Orders. A Change Order shall not become binding upon the County, and the County shall not be obligated to pay Starboard for any Services performed pursuant to a Proceed Order, unless and until the Change Order related to such Proceed Order is approved by the County as provided herein.

**26. Notices.**

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either party by giving written notice to the other party:

For County:

Pinellas County Purchasing Department  
Attn: Purchasing Director  
400 South Fort Harrison Avenue  
Clearwater, FL 33756  
[jlauro@pinellascounty.org](mailto:jlauro@pinellascounty.org)

For Starboard:

Karen A. Buck, Exec. Director  
Starboard Consulting  
1800 Wingfield Drive  
Longwood, FL 32779  
[kbuck@starboard-consulting.com](mailto:kbuck@starboard-consulting.com)

**27. Agreement Order of Preference.**

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of preference:

1. The Professional Services Agreement
2. The SOW
3. All other Exhibits

**28. Drafting.**

The County and Starboard negotiated this Agreement (including the Exhibits annexed hereto) at arm's length. The County and Starboard jointly prepared this Agreement, and its provisions shall be

construed on parity between all parties. As such, no rule of construction shall apply which construes the language of this Agreement more favorably for, or more strictly against, any party by reason of the preparation of this Agreement. All captions and headings appearing are for convenience only and shall not be considered in construing or giving effect to the provisions hereof.

**29. Time is of the Essence.**

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a party's grace period allowed in the Agreement.

**30. Entire Agreement/No Modification.**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. Any modification of the Agreement shall be governed by Section 4.42 of the State Contract.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

**PINELLAS COUNTY, FLORIDA**  
**by and through its Board of County**  
**Commissioners**

**STARBOARD CONSULTING, LLC**

By: \_\_\_\_\_

By: Karen A. Buck  
Name: Karen A. Buck  
Title: Executive Director

ATTEST:  
KEN BURKE, CLERK OF CIRCUIT COURT

ATTEST:

By: \_\_\_\_\_  
Deputy Clerk

By: Gustavo De Los Rios  
Name: GUSTAVO DE LOS RIOS

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]  
Chief Assistant County Attorney

**Post-Implementation Warranty and Support Incident Response**

The County requires, and the Starboard agrees to provide, the following response times during the Post-Implementation Support and EAM System Warranty periods for the service requests that fall within the Services. *Priority is defined as a function of the impact on the business and the urgency for a resolution.*

The priority assigned to a record - specifically, the effort required for the resolution of an incident/ implementation of a change - is determined by:

- The impact on the business: size, scope and complexity
- The urgency to the business: time dependent financial impact (loss)
- The resource availability for coping in the meantime and for correcting the fault

It is understood that the resolution of incident may require the software vendor or hardware vendor to provide software patch(es) to fix the bug and finally resolve the incident, and therefore may not be within the control of Starboard or County support personnel. It shall however, be the responsibility of Starboard during the Post-Implementation Support and EAM System Warranty periods to coordinate the reporting and resolution of incidents related to the Services.

Starboard shall provide the support coverage for service requests commensurate with the urgency of the issue as outlined below. Support coverage shall be available no less than 7am-6pm, Monday-Friday.

Priority	Commitments
Priority 1	<p><i>Defined as an incident that renders a production system/application inoperable. Users are unable to use the system/application to support routine business functions (for example, work orders cannot be processed).</i></p> <ol style="list-style-type: none"> <li>1. <i>Contact Customer within 30 minutes during business hours.</i></li> <li>2. <i>Assign Contractor Person(s) to work on the problem.</i></li> <li>3. <i>Be on site and/or actively working on incident within 1 hour during business hours.</i></li> <li>4. <i>Log Service Request (SR) with Oracle if necessary.</i></li> <li>5. <i>Communicate confirmation of scope and impact of incident within 1 business hour of initial contact to the BTS Customer Support Center.</i></li> <li>6. <i>Communicate efforts and results once every hour until resolved to the BTS Customer Support Center.</i></li> <li>7. <i>Assign resources to be available and work on incident 24/7 until resolved.</i></li> <li>8. <i>A plan for a permanent solution must be provided within 24 hours unless authorized in writing by the Client. Solution implementation must be negotiated with the client and adhere to the BTS Change Management Process.</i></li> <li>9. <i>Document root cause, troubleshooting effort and resolution within 16 business hours of resolution.</i></li> </ol>
Priority 2	<p><i>Defined as a production system/application, that has intermittent outages and/or failure interfering with normal operation. May also be defined as a system/application that is operating but with severe restriction (for example, performance is unacceptably slow), or affects a time sensitive function.</i></p> <ol style="list-style-type: none"> <li>1. <i>Contact Customer within 2 business hours.</i></li> <li>2. <i>Assign Contractor Person(s) to work on the problem.</i></li> <li>3. <i>Be on site and/or actively working on incident within 4 business hours.</i></li> <li>4. <i>Log Service Request (SR) with Oracle if necessary.</i></li> <li>5. <i>Communicate confirmation of scope and impact of incident within 2 business hours of initial contact to the BTS Customer Support Center.</i></li> <li>6. <i>Communicate efforts and results once every 4 hours until resolved to the BTS Customer Support Center.</i></li> </ol>

Agreement - Exhibit B

Priority	Commitments
	<ol style="list-style-type: none"> <li>7. <i>Assign resource to work on the incident 24/7 until resolved.</i></li> <li>8. <i>A plan for a permanent solution must be provided within 24 hours unless authorized in writing by the Client. Solution implementation must be negotiated with the client and adhere to the BTS Change Management Process.</i></li> <li>9. <i>Document troubleshooting efforts and resolution within 16 business hours of resolution.</i></li> </ol>
Priority 3	<p><i>Defined as a production system/application problem affecting multiple users. The majority of the functions are still usable. Some circumvention may be required to reestablish normal service (for example some users are no longer in the approval hierarchy). Default priority assigned if it does not meet priority 1 or priority 2 requirements.</i></p> <ol style="list-style-type: none"> <li>1. <i>Contact Customer within 4 business hours.</i></li> <li>2. <i>Assign Contractor Person(s) to work on the problem.</i></li> <li>3. <i>Be on site and/or actively working on incident within 8 business hours.</i></li> <li>4. <i>Log Service Request (SR) with Oracle if necessary.</i></li> <li>5. <i>Communicate confirmation of scope and impact of incident within 4 business hours of initial contact to the BTS Customer Support Center.</i></li> <li>6. <i>Communicate efforts and results once every 8 business hours until resolved to the BTS Customer Support Center.</i></li> <li>7. <i>Work on the incident until resolved.</i></li> <li>8. <i>A plan for a permanent solution must be provided within 24 hours unless authorized in writing by the Client. Solution implementation must be negotiated with the client and adhere to the BTS Change Management Process.</i></li> <li>9. <i>Document troubleshooting efforts and resolution within 16 business hours of resolution.</i></li> </ol>
Priority 4	<p><i>Defined as a production system/application problem isolated to a few people, performing non-critical tasks and an alternative workaround exists. The majority of the functions are still usable. (For example, a user cannot log in.)</i></p> <ol style="list-style-type: none"> <li>1. <i>Contact Customer within 2 business days.</i></li> <li>2. <i>Assign Contractor Person(s) to work on the problem.</i></li> <li>3. <i>Be on site and/or actively working on incident within 8 business hours.</i></li> <li>4. <i>Log Service Request (SR) with Oracle if necessary.</i></li> <li>5. <i>Communicate confirmation of scope and impact of incident within 8 business hours of initial contact to the BTS Customer Support Center.</i></li> <li>6. <i>Communicate efforts and results once every 8 business hours until resolved to the BTS Customer Support Center.</i></li> <li>7. <i>Work on incident until resolved.</i></li> <li>8. <i>A plan for a permanent solution must be provided within 24 hours unless authorized in writing by the Client. Solution implementation must be negotiated with the client and adhere to the BTS Change Management Process.</i></li> <li>9. <i>Document troubleshooting efforts and resolution within 16 business hours of resolution.</i></li> </ol>
Priority 5	<p><i>Defined as informational only. No users are impacted and there is no urgency.</i></p> <ol style="list-style-type: none"> <li>1. <i>Contact Customer within 5 business days.</i></li> <li>2. <i>Log Service Request (SR) with Oracle if necessary.</i></li> <li>3. <i>Document resolution within 16 business hours of resolution.</i></li> </ol>

**Note:** Any Priority 3, 4 or 5 incidents still outstanding at the end of the System Warranty shall extend the warranty period until they are fully resolved by Starboard. Incidents related to custom code developed by Starboard and still open at the time of warranty period completion, shall be resolved by Starboard. Nothing herein relating to transitioning incidents shall effect in any way the County's remedies as set out in the Agreement.

**Statement of Work**  
**Phase 1**

**Maximo Upgrade Assessment and  
Approach**

**September 13, 2011**

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# 1 EXECUTIVE SUMMARY

The County has selected Starboard Consulting, LLC (Starboard) for professional services to assess and build an approach to upgrade the existing Maximo systems in use today as well as to determine the readiness and implementation plan for other County departments not currently using Maximo.

All capitalized terms shall share the same meaning as defined in the Agreement.

This scope of work is for Phase 1 of the overall project execution model for the Enterprise Asset Management System (EAM). Phase 1 includes discovery, requirements assessment, and gap analysis where Starboard shall work with the County stakeholders to assess and document reasonable business requirements.

Following formal approval of the business requirements by the County, Starboard, working collaboratively with the stakeholders will perform an assessment to align business requirements with the appropriate Maximo commercially available functionality. As part of this assessment, Starboard shall identify any business requirements that cannot be satisfied by the standard Maximo platform and provide alternatives for consideration.

Starboard and the stakeholders shall then develop a detailed mutually acceptable implementation plan for review and approval by the County. The implementation plan shall include, the tasks identified in section 2.6, Summary of Tasks, Responsibilities, and Cost.

## 1.1 Project Guiding Principles

Starboard Consulting understands the fundamental premise and philosophy upon which the County's Enterprise Asset Management (EAM) project should be approached, which is to exploit the power and functionality of the standard, non-customized, Maximo platform and extend the system to meet business requirements only through the Maximo configuration tools. Starboard Consulting fully embraces this philosophy and it is a part of our overall project methodology and approach for both new Maximo implementations and Maximo Upgrades

Starboard also agrees to follow the Guiding Principals including:

- ✚ Meet business requirements by leveraging the commercially available and supported solution.
- ✚ Extend and configure the solution to meet specific County requirements using vendor supported configuration methods and best practices.
- ✚ Avoid customization of the commercially available solution. Only consider customization as a last resort.
- ✚ Reengineer business processes to be aligned with the vendor recommended use of the commercially available solution and the efficiencies of industry best practices.
- ✚ All foundational processes, data definitions and system configurations should be implemented consistently across the Enterprise by all stakeholder organizations and controlled under Governance.
- ✚ Retire legacy systems at the earliest opportunity.

- ↓ Provide economies of scale by standardizing practices, standards, and the business context in which Maximo will be utilized by the County.
- ↓ Provide a single resilient platform. Consolidate and streamline configurations, platforms, integrations, and tools where possible.
- ↓ Provide a high-availability environment that supports Maximo as a mission critical system (24 x7).
- ↓ Meet business requirements through the use of modules and products provided within the product suite of the Maximo Vendor, IBM Tivoli.
- ↓ Utilize vendor provided application programming interfaces (API's) where possible. The Integration Framework will be utilized for development only where a commercially available API is not available.

Starboard shall incorporate the County's above stated principals into the overall project scope of work and utilize them to assist in the overall Change Management approach. Existing application changes and new business requirements will be measured against these Principals.

## 1.2 Summary of Current Maximo Use

A summary of the current department users from the RFP is included in the figure below.

Department	Maximo Version	Estimated number of users
Utilities	Maximo 4.2	250+
Real Estate	Maximo 6.2	125
Star Center	Maximo 4.2	25
Parks (mowing)	Maximo 6.2	10

Figure 1 – Existing Department Users

### 1.2.1 Utilities:

The County Utilities Department (PCU) utilizes Maximo 4.2 to maintain the County's water (including Meters), waste water assets, and facility. The current environment is highly customized including code changes to the core product that enable integration with other important business systems and 3rd party mobile solutions.

The system is accessed from multiple remote facilities located throughout the County as well as dozens of truck mounted laptops and/or handheld devices from the field. The current Maximo deployment is a mission critical system that must be available to various parts of the organization on a 24x7 basis.

PCU processes approximately 10,000 work orders monthly and represents the County's largest number of Maximo users, with more than 250 spread across multiple locations and functional disciplines

PCU's Maximo related organizational structure is divided into multiple discrete groups, the largest of which, are the Operations (OPS) and the General Maintenance Departments (GMD). Utility Operations is primarily responsible for In-Plant (vertical) assets and the associated work can almost exclusively classify as Preventative Maintenance (PM). The General Maintenance Department responsibilities extend to all (horizontal) assets and the associated work is a mix of preventive and corrective maintenance activities. Both departments strive to reduce corrective maintenance percentages but in some cases, lack the information for more proactive planning and analysis.

PCU departments employ various commercial application technologies. All systems are supported within a consistent technical framework that is built around the Oracle Relational Database. A majority of these logical database(s) are normalized with the associated systems designed to operate in an enterprise fashion.

All systems are interfaced/integrated where appropriate and configured with minimal customization. The only exception to this "out-of-the-box" design strategy is Maximo, which was customized to support functions that have since been migrated to other PCU software systems. It is expected that the new Maximo configuration will not include data and/or functions that are not germane to Maximo's core design intent. All required data and/or information shall be leveraged "in-place" from other major PCU systems through (standard) system integration/interfaces.

Maximo is used by the, General Maintenance, Operations, Finance, Engineering and Solid Waste departments to enter time, equipment and material maintenance costs. Cost allocation to the Enterprise Funds is based on a monthly cost summary of these Labor and Material costs. The Customer Service Department utilizes SAP to leverage a wide range of Maximo functionality via third party batch interfaces. These functions support infrastructure maintenance, water quality related issues, new services and managing meter inventory. Inventory is tracked and purchased based on the information provided by Maximo.

The Utilities Department will want to leverage several new features available in Maximo 7 that will greatly enhance the Departments ability to maintain their assets including Maximo Linear, Maximo Spatial and one of Maximo's mobility tools. Utilities will not migrate work order transaction data from Maximo 4.2 to 7.

### **1.2.2 Real Estate Management:**

The Real Estate Department (REM) has approximately 125 users that access Maximo to maintain facilities across the county. Their use of Maximo 6 is focused on: work management, inventory management, and purchasing.

The REM implemented very few modifications to the core Maximo system. REM intends to do a migration of data from Maximo 6 to 7.

### **1.2.3 Star Center:**

The Star Center is a County operated High Tech Incubator that is occupied by tenants, including a number of start-up technology firms. The Star Center management staff currently operates a Maximo

4.2 platform with approximately 25 users. The Star Center staff use Maximo to manage maintenance cycles of the Center’s technology resources. This is a very standard “out of the box” Maximo implementation. The department will not migrate data from Maximo 4.2 to 7.

**1.2.4 Parks and Conservation Resources—PCR--(Mowing)**

Parks & Conservation Resources (PCR) currently operates Maximo under the Real Estate Management Maximo platform to preform work management and scheduling activites for its countywide mowing operation. There are currently approximately 12 users with access. PCR would like to increase its utilization of Maximo to include work order processing, work management and inventory management throughout all department maintenance functions.

**1.3 Summary of Potential Maximo Users**

A summary of the potential Maximo users from the RFP is included in the figure below. Other Maximo users may be included that are not listed below.

Department	Current Platform
Parks & Conservation Resources	Paper based
Public Works	Agile Assets
Fleet Operatons	Maximus

Figure 2 – Potential Maximo Users

The Public Works and Utilities departments are currently engaged in a consolidation effort but for purposes of this Discovery scope they will be treated as separate departments with a focus on standardizing their business processes and adopted standards to the maximum extent possible.

Additionally, the Sheriff’s Department has expressed an interest in utilizing the County’s EAM to manage their assets and thus they shall also be included in this scope to determine their readiness to implement an EAM system and included in the overall implementation approach.

At the request of the County Project Manager Starboard shall assess and include other County organizations.

**1.4 Requirements to be Included in Assessment**

**1.4.1 Asset Management**

The system shall:

- ↓ Efficiently track and manage asset and location data throughout the asset life cycle.

- ✚ Track asset detail, including location; work; cost; and other attributes and their histories, to help maximize productivity and extend asset life.
- ✚ Establish location and asset hierarchies to roll up costs across systems, subsystems, departments and locations, enabling a better understanding of the true cost of assets (initial cost, financial value, cost to maintain, etc).
- ✚ Monitor asset and location conditions to enable proactive, rather than reactive maintenance that helps reduce unplanned downtime.
- ✚ Support both conventional and linear assets.

#### **1.4.2 Work Order Management**

The system shall:

- ✚ Schedule work that is a combination of preventative (pre-planned), project and reactive (modifiable). This would include service request and related work order capabilities that are linked to scheduling and performance budgets along with ability to track work that is backlogged.
- ✚ Establish preventive routines/cycles based on different classes of assets such as maintenance of hydrants, mowing of parks, televising of sanitary sewer system, servicing backflows and large commercial meters, rolling equipment, signalized intersections.
- ✚ Perform workload distribution of labor or crew days by each activity within each department for each month.
- ✚ Provide the ability to produce two to three weeks schedule of work that is based on combination of planned and routines as well as response work orders.
- ✚ Control work by tracking resources used by date, work accomplished, location worked and/or asset and/or a Preventative Maintenance number
- ✚ Automate the steps involved in maintenance on infrastructure.
- ✚ Track key performance metrics for International City/County Management Association (ICMA), by producing activity-based work plans for all Departments within the County.
- ✚ Plan and track maintenance work without the requirement of a complete asset inventory. As the inventories are created, the tracking of the maintenance work will extend to the new assets.

#### **1.4.3 Integration**

The system shall:

- ✚ Become part of the County's technology framework and should readily interface with other County systems utilizing vendor supported API's (application programming interface).
- ✚ Seamlessly integrate with:
  - Environment Science Research Institute (ESRI's) Geographic Information System – spatial work and asset management
  - SAP's Customer Information System – customer, premise, and meter management
  - Oracle's e-Business - for financial, cost, time, and resource Management
  - CUES' Granite XP – for sewer segment asset and work management
  - Aurigo's Capital Project Management System – for contract, budget, and job management
  - Wonderware's SCADA (supervisory control and data acquisition) - for alarm, measurement point, and condition based asset management

- Oracle's Business Intelligence Enterprise Edition – for data warehousing and enterprise reporting
- Agile Assets Bridge and Pavement Management
- Vector Control Management System
- Any other County system deemed necessary by the participating organizations
- ↓ Support interfaces with SAP for the work order module, inventory, and operating locations. Timely generation of work orders between the two systems is critical.
- ↓ Interface to all applicable modules of the County's Oracle e-Business Suite, including Financials, Human Resources, Time & Labor, Inventory, Projects and Procurement. Ideally, the Oracle e-Business interface will leverage the Maximo Oracle e-Business Adapter (OEA) or the Maximo Interface Framework (MIF).

#### **1.4.4 Field Based Operations**

The County's first choice for mobile solutions is the IBM Tivoli Maximo product suite, but would consider third party software solutions for field access if the product proves to be the best match to meet the County's requirements. The requirements listed below shall apply to the mobile access options available from IBM Tivoli, the vendor of Maximo.

The system shall:

- ↓ Provide the ability to access all Maximo tools remotely via handheld device or laptop.
- ↓ Provide access to work flows, inventory and assets remotely.
- ↓ Run on all major mobile OS systems.
- ↓ Secure the Maximo system and data.
- ↓ Provide configuration options and toolsets.
- ↓ Provide store and forward capabilities so that the user can continue to work when connections are unavailable and data will be synchronized with the Maximo server when a connection is re-established.
- ↓ Capture electronic signatures.
- ↓ Provide intuitive navigation (drop down boxes, pop up windows) and be easy to use by field personnel and in a logical sequence to make reporting accurate and supporting querying.
- ↓ Increase productivity and ensure data collection consistency, simply and without technical boundaries. A hybrid (handheld) device should effectively support work order management, vehicle tracking, infrastructure mapping, barcode scanning and voice communications through wireless communication

#### **1.4.5 Linear Asset Management**

The system shall:

- ↓ Manage continuous assets such as roads, bridges, traffic signals, pipelines, valves, pumps, guardrails, storm pipes, support of dynamic segmentation and segments of all linear assets.
- ↓ Utilize mile markers, directionality of flow, size, and intersections for segments.

#### **1.4.6 Capital Planning**

The system shall:

- ✚ Use maintenance information to predict and plan future maintenance requirements. This should include age and usage of the asset.
- ✚ Span multiyear projects.
- ✚ Integrate multiple types of assets, such as pipes, roads and sidewalks.
- ✚ Integrate multiple projects that may overlap or intersect.
- ✚ Support the full life cycle (asset) replacement planning based on, risk and consequences within the constraints of available budget.

#### **1.4.7 Program Budgeting**

The system shall:

- ✚ Project cost over time.
- ✚ Establish location and asset hierarchies to roll up costs across systems, subsystems, departments and locations, enabling a better understanding of the true cost of assets (initial cost, financial value, cost to maintain, etc).
- ✚ Provide ability to balance activity-based annual plan/program to available FTEs and Equipment (Rolling Stock), along with performing “what if” scenarios. This includes incorporating Public Works Activity Guidelines, inventory quantities, frequency, level of service, productivity, seasonality and crew size (including partial FTEs), and other business requirements identified by the County Project Manager.
- ✚ Ability to balance total program budget costs, including overhead rate, to OMB line item budget for labor, equipment, materials, contract services.

#### **1.4.8 Reporting and Dashboards**

The system shall:

- ✚ Produce tiered work plans that allow compilation by management. Work should be able to be planned and tracked in a hierarchical structure by department with rollup of cost and accomplishment information to any level.
- ✚ Perform planned versus actual comparison of work done, cost, unit cost and days, including planned versus actuals comparisons.
- ✚ Determine average resources used for any specific activity plans.
- ✚ Provide performance measures for benchmarking such as unit cost, average daily production or productivity by activity by Department or Countywide.
- ✚ Ensure performance information provides reasonable comparative values.
- ✚ Utilize user-defined fields to record information such as special work projects and programs specifically for, but not limited to: FEMA; Capacity, Management, Operations, and Maintenance (CMOM); and the Federal Highway Administration (FHA).
- ✚ Provide full asset inventory capabilities with querying capabilities, linked to both the work management functions and work orders.
- ✚ Provide easy to generate ad-hoc reports that can be used by any user, with an intuitive interactive generator as part of the software.
- ✚ Present information in a graphical chart format.
- ✚ Interact with Microsoft Office Suite applications with functionalities such as exporting data to Excel. The Capability to link to Microsoft Project is most desirable.
- ✚ Provide configurable menus, tables, reports, screens and fields.

- ↓ Provide ability to produce ad-hoc reports relative to a geographic area(GIS Reports)
- ↓ Provide ability to produce-integrate work order details/locations with GIS data for spatial analysis, to include graphical representation of results.

#### **1.4.8.1 Assumptions**

A detailed list of requirements from the original RFP (089-0086-P RFP FINAL .doc) shall be utilized for workshop discussions.

Additionally, Starboard shall review the following documents provided by the County to extract additional requirements for workshop discussions, as well as others that may be provided by the county.

- ↓ 045-410-P(DM) RFP(FINAL).pdf
- ↓ 50 Recommendations.pdf
- ↓ 5201-12-PCSoftwareGoals.pdf
- ↓ Activity Guidelines examples.pdf
- ↓ Additional Requirements.doc
- ↓ Contract decision process-LAC.PDF
- ↓ FY10 July Plan vs. Actual. - Bridge-Concrete.pdf
- ↓ FY10 Plan Bridge-Concrete.pdf
- ↓ Response and Scheduling Policy For Work Requests, Oct 2009.pdf
- ↓ RFQ w-REM inputs 011411.doc
- ↓ Work Order detail report.pdf
- ↓ Enterprise wide asset management.pdf
- ↓ 089-0086-P RFP Final.pdf

## **2 PROJECT SCOPE**

### **2.1 General Project Assumptions**

- ↓ The County shall provide office space and Internet access to Starboard Personnel for on-site work as determined to be appropriate by the County Project Manager.
- ↓ The County shall provide meeting space, including white board or easel, projector with VGA capability and outside line with speaker phone for this project.
- ↓ The County shall provide access to a recent copy of the production Maximo environment for running queries or obtaining other information as needed, or shall provide a staff member that can furnish the needed information
- ↓ The County shall provide Starboard security access as required to perform these tasks.
- ↓ Starboard may perform some tasks, such as phone interviews, review meetings and documentation updates, off site.

- ↓ The County shall grant Starboard a secure remote access capability (VPN) to Maximo environments to assist in this process.
- ↓ All deliverables developed under the scope of the project shall be provided to the County in Microsoft Office standard document formats.

## 2.2 Project Schedule

A high-level project schedule is included in Appendix A of this document. A detailed project schedule is included as a separate attachment to this SOW, and shall be revised and updated by Starboard, subject to County acceptance as set out in section 7 of the agreement, based upon the actual Notice To Proceed Date.

## 2.3 Project Staffing

### County Personnel

The Project Team will be comprised of the County Project Manager and designated employees representing a broad-range of knowledge and experience of the County's core work processes across all departments. Other ad hoc members of the Project Team will include representatives from the GIS team, CIS team, FMS team, and SCADA team who will participate in the project as needed. The primary responsibility of the Project Team is to ensure that the requirements and upgrade approach for the EAM meets or exceeds the operational and project goals, objectives, and vision.

**Starboard Personnel** – The Starboard team shall be comprised of the following Key Personnel for Phase 1 – Discovery:

- ↓ Karen Buck – Engagement Manager
- ↓ Melissa Ekmark – Project Manager and Functional Lead
- ↓ Amy Tatum – Functional Lead
- ↓ Hassan Waseem – Functional Lead
- ↓ Peggy Baker – Technical Lead
- ↓ Darrell King – Technical Lead

Melissa, Amy, and Hassan shall conduct the workshops or facilitated discussion sessions depending on topic. Peggy or Darrell shall attend the system requirements and other technical discussions as appropriate to their area of expertise.

When the scope and project schedule have been agreed to, the leader will be assigned to the scheduled activities.

## 2.4 Deliverable Acceptance Process

The deliverables acceptance process is set out in section 6 and 7 of the Agreement and all Phase 1 deliverables shall be subject to this process, unless otherwise agreed to by the Parties.

## 2.5 Statement of Work Structure

This SOW document lists the detailed tasks and activities Starboard shall perform on this Project. Each task narrative is organized into three parts:

- ↓ Task Number and Description
- ↓ Task Assumptions (where applicable)
- ↓ Task Deliverables

## 2.6 Summary of Tasks, Responsibilities, and Costs

This scope will be priced as a fixed fee provision of services. A summary of the tasks, participants, Deliverables, Costs, and Milestone payments are included in the table below. The Lead is the person or organization responsible for the deliverable. The Participant(s), is the person or organization that has a defined action required in the process of completing the task.

Task	Lead (s)	Participants	Starboard Deliverables
Task One Project Management**	Starboard PM The County PM Involvement: 10% of total time per week.	Project Sponsors Involvement: to review each deliverable from the Starboard or the County Project Manager.	<ul style="list-style-type: none"> <li>↓ Status Reports</li> <li>↓ Meeting Minutes</li> <li>↓ Decision Memos</li> <li>↓ Communication Plan</li> <li>↓ Project Charter</li> <li>↓ Kick-Off Meeting</li> <li>↓ Project Plan</li> <li>↓ Change Management Plan</li> <li>↓ Risk Mitigation Plan</li> <li>↓ Test Plan</li> <li>↓ Training Plan</li> </ul>
Task Two Vision Workshop for Oracle E-Business	Starboard Functional Lead Involvement: demonstrate and facilitate at least eight 2-hour meetings.	Project Sponsors Subject Matter Experts Involvement: Attend 2-day demonstration and at least eight 2 hour discussion workshops.	<ul style="list-style-type: none"> <li>↓ Decision Memo</li> <li>↓ Implementation Strategy</li> <li>↓ Integration Transaction Flow &amp; Process</li> </ul>
Task Three Finalize System Requirements	Starboard Technical Lead	Starboard PM The County PM BTS Manager BCS Technical Resources	<ul style="list-style-type: none"> <li>↓ System Requirements Plan</li> <li>↓ System Architecture Plan</li> </ul>
<b>Milestone Payment One</b>			<b>\$40,000</b>

<b>Task</b>	<b>Lead (s)</b>	<b>Participants</b>	<b>Starboard Deliverables</b>
Task Four Maximo Overview	Starboard Functional Lead  Involvement: 5-day demonstration	The County PM Project Sponsors Project Team  Involvement: 5 day demonstration	<ul style="list-style-type: none"> <li>↓ IBM Tivoli User Guides</li> <li>↓ Project and Sponsor team training</li> </ul>
Task Five Project Sponsor Interview	Starboard PM  Involvement: One hour interview for each Project Sponsor, Project Team Member, BTS Manager, Key Executives. Not to exceed 25 people interviewed.	The County PM Project Sponsors Project Team BTS Manager Key Executives  Involvement: One hour each for scheduled interview	<ul style="list-style-type: none"> <li>↓ Interview Meeting Minutes</li> <li>↓ Risk List</li> <li>↓ Business Requirements</li> </ul>
Task Six Legacy System and Requirements Review	Starboard Functional Lead  Involvement: 5 day workshops for Utilities and Public Works. 2 day workshops for Real Estate, Star Center, Parks, Fleet, and Sheriff.	Product Sponsor Project Team  Involvement: Attendance at 5-day or 2-day workshop specific to the department they represent.  The County PM  Involvement: Attendance at all workshops.	<ul style="list-style-type: none"> <li>↓ Risk List</li> <li>↓ Business Requirements</li> <li>↓ Configuration Documentation for Gap Analysis</li> <li>↓ Challenges and Changes for Gap Analysis</li> </ul>
<b>Milestone Payment Two</b>			<b>\$55,000</b>
Task Seven Enterprise Standards Workshop	Starboard Functional Lead  Involvement: 2 day workshop	The County PM Project Sponsors Project Team  Involvement: 2 day workshop	<ul style="list-style-type: none"> <li>↓ Work and Asset Standards</li> <li>↓ Data Collection Templates</li> </ul>
Task Eight Legacy Data Review	Starboard Functional Lead  Involvement: 5 day workshops for Utilities and Public Works. 1/2 day workshops for Real Estate, Star Center, Parks, Fleet,	Product Sponsor Project Team  Involvement: Attendance at 5-day or 1/2-day workshop specific to the department they represent.  The County PM	<ul style="list-style-type: none"> <li>↓ Data Mapping and Migration Plan</li> </ul>

<b>Task</b>	<b>Lead (s)</b>	<b>Participants</b>	<b>Starboard Deliverables</b>
	and Sheriff.	Involvement: Attendance at all workshops.	
Task Nine System Integration Design	Starboard Functional Lead  Involvement: Oracle - 3 day workshop CIS - 2 day workshop GIS - 2 day strategy session SCADA – 1/2 day workshop CCTV – 1 day workshop CPMS – 1 day workshop AgileAssets Bridge and Pavement Management VCMS	The County PM  Involvement: All Workshops Subject Matter Experts and Product Sponsors  Involvement: Attendance at workshop specific to their interests or specialties.	↓ Integration Requirements and Transaction Flows
Task Ten Perform Gap Analysis	Starboard Functional Lead  Involvement: Perform Gap Analysis	The County PM Project Sponsors  Involvement: Review of Gap Analysis Only	↓ Gap Analysis Report
<b>Milestone Payment Three</b>			<b>\$60,000</b>
Task Eleven Business Process Configuration	Starboard Functional Lead  Involvement: 10 day workshops for Utilities and Public Works. 3 day workshops for Real Estate, Star Center, Parks, Fleet, and Sheriff.	The County PM Project Sponsors  Involvement: Attendance at 10-day or 3-day workshop specific to the department they represent.	↓ Business Process ↓ Organizational Change Plan
<b>Milestone Payment Four</b>			<b>\$70,000</b>

Task	Lead (s)	Participants	Starboard Deliverables
Task Twelve Develop Implementation Plan	Starboard Functional Lead	The County PM Project Sponsors Involvement: Review of Implementation Plan	↓ Implementation Plan
<b>Final Milestone Payment</b>			<b>\$47,250</b>
<b>Total Fixed Fee Cost</b>			<b>\$272,250</b>

\*\*Please note, a portion of the total project management fees were included in each milestone payment as opposed to being charged as a lump sum in the first milestone payment.

**2.6.1 Additional Services Fees**

Starboard’s fees per Information Technology Consulting Services Contract #973-561-010-1 are:

Executive Director/Engagement Manager	\$225.00
Project Manager	\$175.50
Senior Consultant	\$157.50
Technical Lead	\$157.50
Change Manager	\$175.50
Trainer	\$175.50

**2.7 Project Task One - Project Management**

The County’s Project Manager shall provide oversight of and coordination with, the Starboard Project Manager for overall management of the Phase 1 Maximo Discovery project to:

- ↓ Conduct a Project Kick-Off Meeting
- ↓ Manage the consulting human resources for the project
- ↓ Prepare Meeting Minutes, Status Reports, and Change Orders
- ↓ Manage the Project Schedule
- ↓ Maintain the overall vision of the project by participating in all requirements and design meetings.
- ↓ Liaison between the project team and the overall stakeholder community.

All Phase 1 deliverables are subject to acceptance procedures set out in the County Agreement.

### 2.7.1 **Project Charter**

A project charter will be created for the Phase 2 Maximo Upgrade and Implementation project which will consist of several parts, all vital to identifying project expectations and gaining approvals and commitments in support of the project goals. It is important to note that the charter does not describe solutions or how the team will implement them.

Below is a detailed view of 11 elements<sup>1</sup> the charter will include:

1. **Business Case** - discusses the business issue that is assigned to the project team. Provided by the project Champion or Sponsor, the business case explains why there is a need for the organization to undertake the project and how it will support organizational objectives.
2. **Problem Statement** - provides a more specific and focused description of the symptoms arising from the problem the team will address.
3. **Goal Statement/Specific Objective** - describes results anticipated from the project. The goals state specific project targets to achieve the desired project purpose. The targets are stated as measurements.
4. **Project Scope** - identifies boundaries for the project and describes the specific project scope.
5. **Critical Success Factors** - clarify and document the limitations of the project and other factors affecting the team's effort in completing the project successfully.
6. **Impact on Stakeholders** - outlines which individuals inside and outside the organization can influence and are affected by the project, and which have a vested interest in the process and its outcome.
7. **Role of Champion** - provides a picture of how well the Champion serves as a strategist and facilitator for Six Sigma activities in the organization.
8. **Role of Team Members** - outlines who the core and support members are, and who will implement the project.
9. **Project Milestones** - define time-bound clear milestones in the life of the project.
10. **Project Vision** - describes the organization's vision for the improvements anticipated from the project.
11. **Expected Financial Benefits** - describes all financial benefits including cost avoidance and actual budget impacts.

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<sup>1</sup> Pradeep Mahalik, "Six Sigma Project Charter as a Vital Control Document", [www.isixsigma.com](http://www.isixsigma.com), March 15, 2011.

### 2.7.2 Communication Plan

A communication plan is a written document that describes objectives for communications, to whom the communications will be addressed, the methods for communication, the frequency, and who will be responsible for each type of communication.

Communications include all written, spoken, and electronic interaction with stakeholders and the user community. A communication plan encompasses objectives, goals, and tools for all communications, including but not limited to:

- ↓ periodic print publications
- ↓ online communications
- ↓ meeting minutes and materials
- ↓ committee and board communiqués
- ↓ project deliverables
- ↓ status reports to Project Management, Project Team, Project Sponsors, Executive Sponsors
- ↓ issues, risks, and mitigation strategies

### 2.7.3 Change Management Plan

The Change Management Plan defines how changes to the business process and system will be reviewed, approved, and controlled. A change management plan shall include the following sections:

- ↓ **Organization, Responsibilities, and Workflow** – Describes the workflow process by which problems and changes are submitted, reviewed, and dispositioned as well as who is going to be responsible for performing the various Change Management (CM) activities as defined in the workflow.
- ↓ **CM Tools** - Describes the software tools to use in fulfilling the CM functions throughout the project or product lifecycle including issue and enhancement tracking and version control.
- ↓ **Identification Methods** - Describes how project or product artifacts are to be named, marked, and numbered. The identification scheme needs to cover hardware, system software, Commercial-Off-The-Shelf (COTS) products, and all application development artifacts listed in the product directory structure; for example, database tables, screens, domains, objects, executables, and so on.
- ↓ **Project Baselines** - Baselines provide an official standard on which subsequent work is based and to which only authorized changes are made. This section of the change management plan describes at what points during the project or product lifecycle the baselines are to be established. The most common baselines would be at the end of each implementation or upgrade phase. Baselines could also be generated at the end of iterations within the various phases or even more frequently.
- ↓ **Change Control Board (CCB)** - Describes the Change Control Board membership and the procedures for processing change requests and approvals to be followed by the CCB.
- ↓ **Project Media Storage and Release Process** - Describes retention policies, and the back-up, disaster, and recovery plans for all software and business process media and

documentation. Also describes how the media is to be retained—online, offline, media type, and format. The release process describes what is in the release, who it is for, and whether there are any known problems and any installation instructions.

- ✦ **Reports and Audits** - Reports are used to assess the “quality of the product” at any given time in the project or product lifecycle. Reporting on defects based on change requests may provide some useful quality indicators and, thereby, alert management and developers to particularly critical areas of development. This section of the plan describes the reports to be generated, content, and frequency.

#### 2.7.4 **Risk Mitigation Plan**

The Risk Mitigation Plan defines how risks are identified, tracked, and mitigated through-out the project lifecycle. A Risk Management Plan shall include the following sections:

- ✦ **Identification and Mitigation Process** – Describes the procedures to follow to identify, analyze, and prioritize risks. Includes the mitigation, avoidance, or prevention strategies for the most significant risks identified as well as the status process for monitoring the identified risks.
- ✦ **Organization and Responsibilities** – Describes the groups and individuals involved in the project’s risk management activities as well as the tasks and responsibilities of each.
- ✦ **Tools and Techniques** – Describes the tools and techniques that will be used to store risk information, evaluate the risk, track the status of each risk, and generate reports.
- ✦ **Risk List** – The list of the risks identified for the project including:
  - Risk Identifier—a descriptive name or number
  - Risk Magnitude or Ranking
  - Description
  - Impacts
  - Indicators
  - Mitigation Strategy
  - Contingency Plan

#### 2.7.5 **Test Plan**

Starboard, utilizing the approved business requirements shall develop a test plan to thoroughly test each business requirement whether it requires configurations or not, to ensure the system is production ready after the development activities are completed in Phase 2 of the Upgrade and Implementation project. The final version of the test plan will be reviewed and approved in accordance with the acceptance procedures in the Agreement.

The test plan shall consist of the testing methodology, requirements to test, the expected outcomes, and the defect and enhancement tracking and resolution process.

#### 2.7.6 **Training Plan**

Starboard, utilizing the defined roles and responsibilities of the business processes, shall develop the training plan for the end-user role-based training to be conducted at the completion of the

development activities within Phase 2 of the Maximo Upgrade and Implementation project. The final version of the training plan will be reviewed and approved in accordance with the acceptance procedures in the Agreement.

The training plan shall consist of the classes to be conducted, the duration and frequency of each class, the certification requirements for completion, and the number and types of participants to attend.

#### 2.7.7 **Deliverables**

- ↓ Kick-Off Meeting Presentation
- ↓ Project Plan
- ↓ Status Reports
- ↓ Project Charter
- ↓ Communication Plan
- ↓ Change Management Plan
- ↓ Risk Management Plan
- ↓ Test Plan
- ↓ Training Plan

## 2.8 Project Task Two - Visioning Workshop for Oracle E-Business

Starboard shall conduct at least 8 2-hour meetings at the beginning of the project with the appropriate County personnel to finalize the strategy and scope impact for the Oracle (E-Business) and Maximo functionality that overlap each other including:

- ↓ Human Resources
- ↓ Costs and Budgets
- ↓ Chart of Accounts
- ↓ Procurement – Requests through Payment
- ↓ Inventory
- ↓ Business Intelligence (Data Warehousing)

Given the heavy reliance of these functions and information within the work and asset management processes in Maximo, a decision must be made on where it is most efficient to perform these functions and what the impact of that decision will be on project scope, interface design, and configuration requirements for both the desktop and mobile versions of Maximo.

Starboard shall first conduct a **two-day demonstration** of the inventory, procurement, cost, and resource management functionality within Maximo and then shall facilitate at least 8 2-hour discussion **sessions** with the system experts and key stakeholders for each function to determine the system of record and integration requirements for each type of transaction to be shared between the two systems.

The outcome of this workshop will be captured in Decision Memos as well as within the overall Implementation Strategy for the Maximo Upgrade and Implementation project.

### 2.8.1 Deliverables

- ↓ Decision Memos for Each Function
- ↓ Implementation Strategy (inclusion)
- ↓ Integration Transaction Flow and Process

## 2.9 Project Task Three – Finalize System Requirements and Design

Starboard shall conduct a **four-day workshop** with the County Business Technology Services Department (BTS) and Project staff to understand the infrastructure requirements for the Maximo environment including:

- ↓ **Capacity** – system performs to the level expected by the users during times of high demand. Capacity management is concerned with:
  - Discussion of performance monitoring methods to analyze the performance and load on a server, server farm, or property
  - Discussion of measurement standards to analyze the impact of new releases on capacity
  - Discussion of tuning activities necessary to ensure the most efficient use of existing infrastructure
  - Discussion of demands on the Service and future plans for workload growth (or shrinkage) for the next seven to ten years
  - Discuss the expected influences on demand for computing resources within the next seven to ten years
- ↓ **Continuity** – The EAM System is able to recover per business requirements and continue to provide service to the users should a serious incident or disruption occur. Continuity management involves the following:
  - Discussion of functions and objects to be recovered via a Business Impact Analysis (BIA).
  - Definition of the risks for the technology service by identifying the assets, threats, vulnerabilities, and countermeasures for each Service.
  - Evaluating the options for recovery of each technology service and the need for off-site locations
  - Discussion of the Contingency Plan for disaster recovery and testing, reviewing, and revision of the plan on a periodic basis.
- ↓ **Availability** – The EAM system is available when users access the system. This workshop shall include discussions on reliability, maintainability, serviceability, and resilience. It shall

also include a discussion of other enterprise systems to which Maximo will interface and the availability requirements of the data and the interface points.

Availability Management addresses the ability of a technology component to perform at an agreed level over a period of time and

- Definition of the reliability (level of service) expected by the users for a technology service under pre-defined conditions.
- Determination of the maintainability options to keep a technology service within an operational state. This discussion includes options for failover, clustering, etc.
- Determination of the serviceability of the technology service from an external supplier to maintain the availability of a component or function under a third-party contract. This would include a discussion of the hardware and software support options for the components within an environment.
- Discussion of data security as it relates to the confidentiality, integrity, and availability of the data stored within the system or database.

- ✚ **Security** –The EAM System is secured from outside influence. This workshop shall include a discussion on the level of security necessary to prevent unauthorized access to the desktop application or mobile application and data. Includes a discussion of the expected connection points and frequencies.
- ✚ **Finance** –The EAM System procurement is cost efficient, and the right tools are acquired at the right price.

As part of this workshop, Starboard and the County shall finalize the technical details of the environment including Operating System, server specifications, use of virtualized servers and the virtual server specifications, number of environments, Oracle version and licensing, etc.

In order to prove the system meets the County's capacity requirements, the County intends to utilize the Oracle Application Test Suite (OATS) for the load testing activities. A discussion of the strategy for load testing as well as the appropriate timing for when to complete load tests will be included as workshop topics.

The County wishes to utilize the Maximo Migration Manager tool set to formalize and standardize the release strategy for planned and emergency releases through the various environments to production. A definition of the methodology and process will be included as a topic of discussion in the workshop.

Finally, Starboard and the County shall cooperate in defining the system tools that will be used as part of the project including the load performance testing software (if needed), project collaboration software, communication portal, the document storage methodology and system, and any other tools currently under consideration.

Starboard shall create the System Requirements Plan to document the capacity, continuity, availability, security, and financial requirements of the County Maximo environments as well as the System Architecture Plan to document the Maximo environments, server specifications, hardware specifications for the County desktop and mobile users, licensing impact, document management strategy, support considerations, and project toolsets.

**2.9.1 Assumptions**

Starboard follows the standards outlined in the installation and configuration documents published by IBM Tivoli for Maximo installations. Starboard has successfully implemented high-availability environments for clients following these standards. Starboard shall note in the architecture plan any requirements the County introduces that are considered non-standard.

If the County, after reviewing the proposed architecture, elects to submit software requirements or architecture plans to IBM Tivoli for review and certification, the County shall be responsible for any professional services costs associated with this effort as IBM Tivoli does not have an existing validation program.

**2.9.2 Deliverables**

- ↓ System Requirements Plan including the following strategies, plans, and procedures:

  - **High Availability and Disaster Recovery Plan** - including an annual Disaster Recovery test plan
  - **Estimated Downtime** - the customer and other stakeholders will estimate the downtime factors for consideration as a result of a disruptive event including:
    - Maximum Tolerable Downtime (MTD)
    - Recovery Time Objective (RTO)
    - Recovery Point Objective (RPO)
  - **Resource Requirements**
  - **Recovery Priorities for System Resources**
  - **Backup & Restore Plan**  
 Starboard will supply best practices for a Backup and Restore Plan including frequency of backups of each type of application and database. The table below will be used to document the back-up and restore requirements.

<b>System Resource/Component</b>	<b>Type of Backup</b>	<b>Frequency of Backup</b>
<i>Example: Database 1</i>	<i>Full SQL, integrity check</i>	<i>24 hours</i>

- **Maintenance and Patching Plan**

The County will be responsible for OS patching and maintenance.

Starboard will be responsible for providing the patching and maintenance best practices for the EAM Software. In addition, the following table to be completed by Starboard lists the frequency of patches and recommended release schedule. The table below will be used to document the back-up and restore requirements.

<b>System Resource/Component</b>	<b>Frequency of Patch\ Maintenance Releases</b>	<b>Recommended Release Schedule</b>
<i>Example: Application "A"</i>	<i>Quarterly</i>	<i>Quarterly</i>

- **Archiving Plan**

With input from the customer, Starboard will provide Best Practices Data Archiving plan to manage growth and improve database efficiency in terms of queries and reports; reduced storage requirements; data retention; and reduced time to backup. This may include archiving transactional data, relocating inactive data to the archive, and storing data in classes appropriate to the age of the data and its access requirements.

- **Capacity Plan (5-year lifecycle)**

Starboard will analyze existing data\network and potential growth. The following table to be completed by Starboard lists resource types and projected growth.

<b>System Resource/Component</b>	<b>Capacity Requirement(s)</b>	<b>Projected Yearly Capacity</b>	<b>Capacity Threshold(s)</b>	<b>Threshold Response Strategy</b>
<i>Example: Data Type "A"</i>	<i>500GB</i>	<i>+10%</i>	<i>&lt;enter acceptable capacity threshold(s)&gt;</i>	<i>&lt;enter response to varying threshold limits&gt;</i>

- **Versioning Strategy with ESRI**

- ✚ System Architecture Plan including all hardware & software that the County will need to purchase and install to run Maximo environments including Disaster Recovery for 2 data centers.

## 2.10 Project Task Four - Project and Sponsor Teams Maximo Overview

Starboard shall conduct a **five-day workshop** with the Project and Sponsor Teams to review all of the Maximo work and asset modules to provide an overview of the screens and functional capabilities to prepare them for participation in the application configuration workshops. The overview will include:

- ↓ Core Maximo Work and Asset Management modules (procurement and inventory to be reviewed separately as part of the visioning workshop)
- ↓ Maximo Utilities (includes Maximo Spatial)
- ↓ Linear Asset Management
- ↓ Maximo Scheduler
- ↓ Maximo Mobile
- ↓ Maximo Everywhere
- ↓ Maximo Transportation

### 2.10.1 Assumptions

The County shall be responsible for scheduling and communication of all workshop sessions with the user community.

### 2.10.2 Deliverables

- ↓ Project and Sponsor Team Training
- ↓ IBM Tivoli Maximo User Guides

## 2.11 Project Task Five - Project Sponsor Interviews

Starboard shall interview each project sponsor and key stakeholder individually to capture their vision, goals, and requirements for an Enterprise Asset Management (EAM) system within their department. These interviews will be used to identify risks, challenges, and position within a phased implementation strategy.

### 2.11.1 Deliverables

- ↓ Interview Meeting Minutes
- ↓ Risks Added to Risk List
- ↓ Business Requirements

## 2.12 Project Task Six - Legacy System and Requirements Review

Starboard shall meet with the project sponsors, project team members, and other identified stakeholders to review the existing system in use within that department, be it Maximo or another enterprise system.

A **five-day** workshop will be conducted for each group in separate sessions for:

- ↓ Utilities
- ↓ Public Works

A **two-day** workshop will be conducted for each group in separate sessions for:

- ↓ Real Estate
- ↓ Star Center
- ↓ Parks and Conservation
- ↓ Fleet Operations
- ↓ Sheriff's Office
- ↓ And other departments designated by the County

The workshop will include:

- ↓ Review of Existing System to Document Configurations to be Preserved
- ↓ Review of Maximo "What's New" to Capture Requirements Intended to Use
- ↓ Capture Challenges and Risks of Using New Features/Functions
- ↓ Define Key Performance Indicators
- ↓ Review Out of the Box Reports to Capture Requirements for Intended Use
- ↓ Mobile Requirements
- ↓ Capture Standards Currently Used for:

- **Asset Status** - valid list of values to track the status of the asset during its lifecycle from initial acquisition until decommission.
- **Asset Criticality** - the priority of the asset in terms of its importance to the provision of service to the County customers and whether back-ups are available. The criticality of an asset is used in conjunction with the work priority for purposes of planning work.
- **Asset Condition** - current working condition of the asset based on field observation during work performance.
- **Work Types** - type of work to be performed against the asset such as corrective maintenance/repair, preventive maintenance, improvement/rehabilitation, etc.
- **Work Priority** - the priority of the work in terms of its importance to the provision or restoration of service to County customers. The priority of the work is used in conjunction with the criticality of the asset to determine the overall importance of the work for planning and scheduling purposes.
- **Location/Asset Hierarchy (Hierarchical Assets Only)** – the organization of locations and assets to each other and within systems for identification and searching purposes, process management, costing roll-up, asset move history, asset performance, and other asset management functions.
- **Work Classifications** – the attribute data to be captured during work performance that is particular to the task, inspection, or activity performed against an asset. The use

of work classifications allows program specific historical work data to be captured without having to customize specific screens or modules for each program. An example of the information stored within the work specification would be inspection results, compliance specifics, numbers and types of safety equipment used on the job, amount of debris collected and disposed of, restoration activity details including size of hole and type of restoration performed, size of impacted area for repair, volume of water lost, etc.

#### **2.12.1 Deliverables**

- ↓ Business Requirements
- ↓ Configurations Documented for Gap Analysis
- ↓ Challenges and Changes Documented for Gap Analysis
- ↓ Risks Added to Risk List

### **2.13 Project Task Seven - Enterprise Work and Asset Standards Workshop**

Once Starboard has documented all of the work and asset standards in use for Maximo and other enterprise systems a workshop will be conducted to determine what standards can be combined and streamlined to move towards an enterprise standard for these value lists.

Starboard shall conduct a **two-day** workshop to define a standard for:

- ↓ Asset Status
- ↓ Asset Criticality
- ↓ Asset Condition
- ↓ Work Types
- ↓ Work Priority
- ↓ Work Classifications
- ↓ Asset Classes and Sub-Classes
- ↓ Failure Hierarchy

Starboard shall provide a template for data collection and conversion but it shall be the responsibility of the County to capture all of the asset specification attributes and failure hierarchy codes once the standard is defined.

Starboard shall conduct touch base sessions with the users as the data collection and conversion activities progress to review the data and offer recommendations for further standardization if necessary.

#### **2.13.1 Assumptions**

Once Starboard has documented all of the standard asset classes and sub-classes to be utilized going forward, it shall be the County's responsibility to combine and streamline the list of attributes associated with the asset classes and sub-classes and to capture the attributes to be used by

departments that do not currently utilize Maximo. Starboard assumes the Project Team members shall continue to do this as a parallel effort to the Discovery project.

Once Starboard has documented the standard for the failure hierarchy, if any changes are needed to the hierarchies in use by the existing Maximo users, it shall be the responsibility of the Project Team to convert the existing hierarchy to the new standard into a template spreadsheet provided by Starboard. The Project Team shall also be responsible for defining the standards for departments that do not currently use Maximo.

### **2.13.2 Deliverables**

- ✚ Work and Asset Standards Requirements
- ✚ Template Data Capture Spreadsheets for Asset Specifications and Failure Hierarchy

## **2.14 Project Task Eight - Legacy Data Review**

Starboard shall conduct a workshop with the users to examine existing sources of data, determine the quality of data currently available for data conversion, and determine data collection requirements and methodologies.

A **five-day** workshop will be conducted for each group in separate sessions for:

- ✚ Utilities
- ✚ Public Works

At least 6 **half-day** workshops for no more than 25 county personnel will be conducted for each group in joint or separate sessions as determined by the County, including:

- ✚ Real Estate
- ✚ Star Center
- ✚ Parks and Conservation
- ✚ Fleet Operations
- ✚ Sheriff's Office
- ✚ And other departments designated by the County

Starboard shall develop a data mapping and migration plan that highlights the field level mapping, extraction methods, data collection methods, and any special data loading considerations for the following types of data:

- ✚ Locations and Location Specifications
- ✚ Assets and Asset Specifications
- ✚ Inspection and Work Classification Records
- ✚ Meters
- ✚ Rotating Assets
- ✚ Spare Parts
- ✚ Preventive Maintenance
- ✚ Failure Hierarchy

- ↓ Routes
- ↓ Job Plans
- ↓ Safety Plans
- ↓ Crafts
- ↓ Crews
- ↓ People
- ↓ Labor
- ↓ Calendars/Shifts
- ↓ Qualifications
- ↓ Tools
- ↓ Work Order History

The County shall be responsible for providing the existing spreadsheets, ACCESS databases, and other data sources to Starboard for review and inclusion in the data migration plan.

#### 2.14.1 Deliverables

- ↓ Data Mapping and Migration Plan

## 2.15 Project Task Nine – System Integration Design

As per the RFP, the County utilizes the following enterprise systems that they wish to integrate to Maximo:

- ↓ **Oracle e-Business** - The County is currently implementing the latest version of Oracle's e-Business Suite to support Human Resources, Finance, Procurement and Budget Planning processes. In many cases these processes are being supported at a department level by the current Maximo implementations.
- ↓ **SAP** - SAP is the billing component used by Utilities – Customer Service. Software must support interfaces with SAP for the work order module, inventory, and operating locations. Timely generation of work orders between the two systems is a must. The interface between the two systems must ensure the integrity of the customer information is maintained and account billing is not disrupted.
- ↓ **GIS** - The County has established an Enterprise Geographical Information System (GIS). This platform is used by multiple County agencies and Departments to create and maintain a wide range of spatially referenced data. Currently the County is leveraging a range of technology platforms to support its GIS operation. These include the following:
  - Data Layer - The majority of the County's GIS data is stored in Oracle databases. A large portion of this GIS data leverages the Oracle Spatial data schema. Some data is based on the ESRI SDE schema. The County is able to support the concurrent use of both schemas.
  - Web GIS Layer - The County is currently using a legacy web GIS platform (AutoDesk MapGuide) to support both internal and external (public) web GIS services. The County

will be replacing this MapGuide platform with the ESRI Arc Server platform in the near future. The County also leverages the Google Map API for some web GIS services.

- Desktop GIS - County GIS staff use the AutoDesk AutoCAD Map 3D and ESRI ArcGIS desktop tools to create and maintain County GIS data. It is anticipated that the new version of Maximo will integrate with the County's GIS environment. This will include leveraging Maximo's field based tools and linear asset management capabilities.

- ↓ **SCADA** – The County utilizes SCADA to assist with Utility operations to record critical readings and generate alarms for pre-defined conditions.
- ↓ **CCTV** - The County utilizes Granite XP to assess and perform maintenance activities on their sewer segments.
- ↓ **CPMS** – The County utilizes Aurigo's Capital Project Management System to estimate jobs, build contracts, and monitor progress of their construction and rehabilitation projects.
- ↓ **Agile Assets Bridge and Pavement Management** – The County uses AgileAssets Bridge Maintenance to assist in assessing bridge condition and analyzing the current condition and needs for a wide range of circumstances using user defined decision trees. AgileAssets Pavement Management assists in managing the pavement network inventory, condition and pavement-related roughness and the tool to analyze current conditions, future performance and expected needs for pavement sections or network.
- ↓ **VCMS** – The County utilizes VCMS for mosquito control information

Starboard shall conduct a **three-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the County Financial Management system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **two-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the County SAP Customer Information System. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **two-day** functional requirements and strategy session with the appropriate IT and functional subject matter experts to design the flow of information between Maximo and the County Geographic Information System. As the County is currently in the process of standardizing on the ESRI GIS platform, this workshop is a strategy session and not a design session. The end result of the strategy session will be a summary of all decisions to be made, the challenges to be resolved, and a discussion of the system of record for asset and attribution data. Requirements for the desktop and mobile mapping interfaces will be gathered. The detailed design between the two systems will be documented once the ESRI GIS platform has been stabilized and is in use for the County users.

Starboard shall conduct a **half-day** functional requirements session with the appropriate IT and functional subject matter experts to design the flow of information between Maximo and the County SCADA system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **one-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the County CCTV system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **one-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the County CPMS system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **one-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the Bridge and Pavement Management system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall conduct a **one-day** functional requirements session with the appropriate functional subject matter experts to design the flow of information between Maximo and the Vector Control Management system. The detailed design and mapping of data will be accomplished as part of the Phase 2 development activities.

Starboard shall document the design in an Integration Plan document and review this document with the County Project and Sponsor Teams and Enterprise System Subject Matter Experts.

#### **2.15.1 Deliverables**

- ☛ Integration Plan

### **2.16 Project Task Ten – Perform Gap Analysis**

Utilizing the approved Business Requirements, Starboard working collaboratively with the stakeholders shall perform a gap analysis to align business requirements with the appropriate Maximo commercially available functionality. As part of this assessment, Starboard shall identify any business requirements that cannot be satisfied by the standard Maximo platform and provide alternatives for consideration.

The final deliverable will be a list of the business requirements with a recommended strategy to configure the requirement (if needed) using the tools within the Maximo application suite. Any java business object changes required will be noted for the County to make a final determination of whether it elects to authorize to approve the configuration in Phase 2. A level of effort for all configurations and business object modifications will be provided.

**2.16.1 Assumptions**

Business object configurations, utilizing java, are not considered a customization by IBM Tivoli as they provide training in the methods and procedures for properly extending the Maximo business objects and expect customers will do so in support of their business needs. These are not registered changes within the application, however, and as such are not automatically upgraded by the executables provided by the vendor. Therefore, Starboard shall consider these configurations a “customization” by County standards and will be noted where required to support a specific business requirement.

**2.16.2 Deliverables**

- ↓ Gap Analysis Report with Configuration Recommendations

**2.17 Project Task Eleven - Business Process Configuration Workshops**

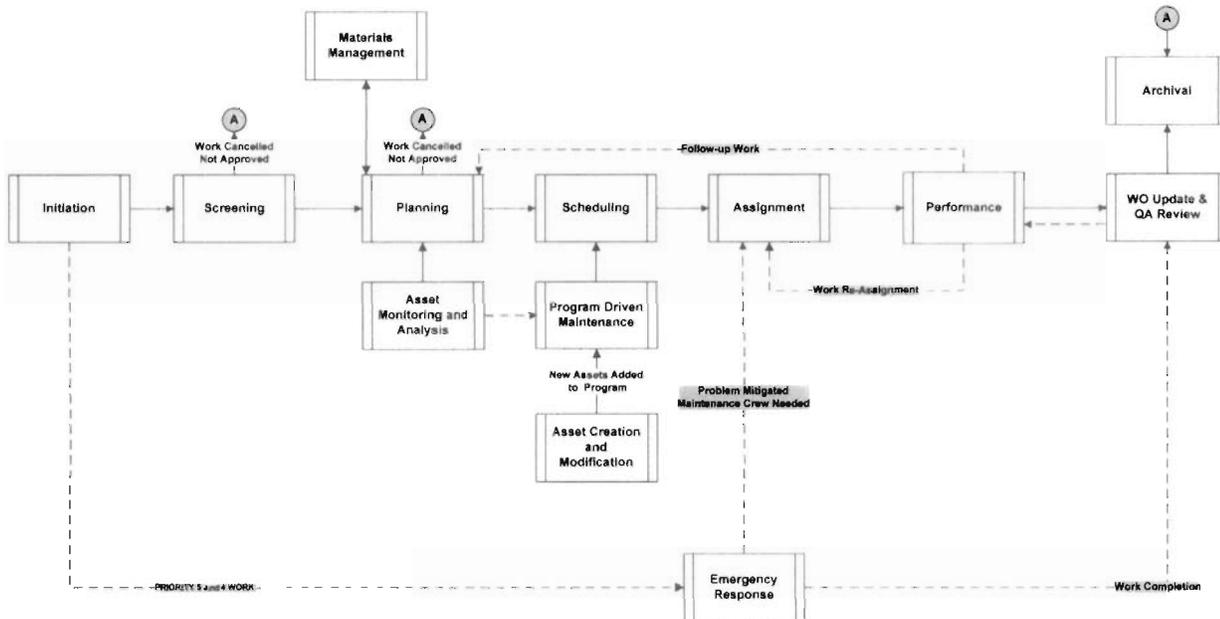
Starboard shall conduct Business Process Workshops to review each groups existing business processes against a best practices Maximo workflow to determine the challenges and changes for each group to move to a standardized work and asset management process. The discussion will also include a definition of the organizational roles and responsibilities within the current business process to map those to the roles expected within the Maximo process.

The County shall provide their existing business process documents at least two weeks prior to the beginning of the workshops to allow sufficient time for review and understanding.

The Starboard standardized work flow is based on industry best practices and is broken into sub-processes as depicted in the Business Process Diagram Figure below.

NOTE: - - - - -> Signifies an optional flow of work based on circumstances

**Business Process Overview**



**Business Process Diagram**

Figure 5

Starboard shall conduct a **ten-day** workshop for each group including:

- ✦ Utilities
- ✦ Public Works

Starboard shall conduct a **three-day** workshop for each group including:

- ✦ Real Estate
- ✦ Star Center
- ✦ Parks and Conservation
- ✦ Fleet Operations
- ✦ Sheriff's Office

If the departmental group does not currently have a business process flow defined it is assumed they will use the standardized business process flow as a discussion point for the workshops. The major business processes to be reviewed in the workshops are:

1. Work Initiation and Screening
2. Emergency Response
3. Work Planning
4. Work Scheduling
5. Work Assignment
6. Work Performance
7. Work Completion and Archival

Once the level of change to business processes is understood, Starboard shall develop and Organizational Change Plan that will highlight the changes and challenges to each departmental group and recommendations for how the County can manage the change and move the organization to a more standardized work and asset management process.

The organizational change plan shall incorporate a framework for the future development (in phase II) of the following deliverables

- ↓ Stakeholder analysis
- ↓ Functional role mapping
- ↓ Change impact assessment and mitigation
- ↓ Communication management plan
- ↓ Change agent coordination
- ↓ User acceptance testing coordination
- ↓ Organizational readiness assessment
- ↓ Role based training and documentation

#### **2.17.1 Assumptions**

Starboard assumes the scope of the workflow development is to review the existing business processes utilized by the various County organizational units and to translate those into a standardized Maximo business process flows for more formalized work backlog and asset management. Deliverables

- ↓ Maximo Business Process Flow – Visio
- ↓ Organizational Change Plan

## **2.18 Project Task Twelve – Develop Statement of Work**

Starboard shall develop a Phase 2 Statement of Work which documents:

- ↓ **Implementation Strategy to Upgrade Existing Maximo Users** – phased approach for the Utilities, Real Estate, and Star Center Maximo users which includes the recommended order of upgrade, the upgrade method, and the requirements to be configured within each phase.
- ↓ **Implementation Strategy for New Maximo Users** – phased approach for the Parks and Conservation, Public Works, Fleet Operations, and possibly the Sheriff's Office depending on the fit of Maximo to their defined business requirements. The approach will include the recommended order of implementation, the implementation method, and the requirements to be configured within each phase.
- ↓ **Software and Licensing Acquisition Strategy** – describes the types and number of user licenses recommended to be acquired for each phase of the upgrade and implementation activities.
- ↓ **Upgrade Tasks** –define the detailed scopes for each departmental group to complete their upgrade and post-deployment stabilization.

- ↓ **Upgrade Plan Schedule** – a project plan showing the order and duration of the upgrade tasks for each departmental group for a total upgrade timeline will be developed by Starboard and included in the Statement of Work.
- ↓ **Implementation Tasks** - define the detailed scopes for each departmental group to implement Maximo and convert the existing data they wish to preserve as well as post-deployment stabilization.
- ↓ **Implementation Plan Schedule** - a project plan showing the order and duration of the implementation tasks for each departmental group for a total implementation timeline will be developed by Starboard and included in the Statement of Work.
- ↓ **Fixed Fee Milestone Plan** – Starboard shall develop a fixed fee milestone plan for each phase of the upgrade and implementation for the individual departmental groups that includes both the services and software costs for each so that the County can determine and approve the next phase when they are ready to proceed.
- ↓ **Project Resource Plan** – Starboard shall develop a resource plan to describe the staffing requirements from the consultants, County resources, and any third parties involved in the upgrade or implementation effort.

### **2.18.1 Assumptions**

As part of the task to create a Statement of Work, Starboard and Pinellas County staff will review the System Requirements and Architecture Plan developed in Task 2 to ensure no functional or interface requirement changes the strategy and plan for hardware acquisition and environment set-up as developed in Task 2. Starboard assumes that no hardware will be purchased until this final review of the plan has been completed.

### **2.18.2 Deliverables**

- ↓ Phase 2 Statement of Work

### 3 Appendix A – Project Plan

A high level project plan is included in the figure below. The detailed plan will be provided at Notice to Proceed.

