

Pinellas County
Goods Purchase Agreement

THIS PURCHASE AGREEMENT ("Agreement") is made as of this 28 day of August, 2020 ("Effective Date" which is the same date as the last party to execute this Agreement), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Mirage Software, Inc. dba Bourntec Solutions Inc. ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County is authorized to purchase goods based on pricing received by other governmental competitive solicitation processes which are made available to local public procurement units; and

WHEREAS, the County has elected to utilize resulting pricing of the cooperative procurement or solicitation issued by GSA 47QTCA18D00LE for Information Technology (IT) Professional Services; and

WHEREAS, Contractor represents that it has the ability to provide the goods as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. The execution of this Agreement is unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

2. ASSIGNMENT/SUBCONTRACTING - The Contractor must provide the Goods required by this Agreement. No assignment or subcontracting is allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor must provide written notice to the County, within (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.
3. ORDERS- Within the term of this Agreement, County may place one or more orders for goods at the prices listed on the Price Schedule which is attached hereto as Exhibit A and which is incorporated by reference hereto.
4. DELIVERY/CLAIMS - Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.
5. COMPENSATION - County will pay Contractor upon Contractor's delivery of, and County's acceptance of, the goods required herein, as specified. All payments will only be made based on invoices submitted in accordance with the Local Government Prompt Payment Act, Florida Statutes §§ 218.70, et. seq.
6. TERM OF AGREEMENT AND SPENDING CAP – This Agreement is effective on the effective date and will continue in effect for a period of thirty-six (36) months. Notwithstanding any order(s) placed pursuant to this Agreement, the County may not be held responsible for amounts exceeding \$550,000.00, without a written amendment to this Agreement raising such limit signed by the parties.
7. INVOICING – Written invoice(s) must be submitted to:
Finance Division Accounts Payable
Board of County Commissioners Pinellas County
PO Box 2438
Clearwater, FL 33757
727-464-8389
FinanceAccountsPay@MyPinellasClerk.org v

Each invoice must include, at a minimum, the Contractor's name, contact information and the Purchase Order number.

8. DISCOUNTS - Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.
9. NAME CHANGES - The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.
10. COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of the date that the goods are supplied.
11. CHOICE OF LAW: The laws of the State of Florida apply to this Agreement and any and all purchases made hereunder. Contractors must comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
12. FISCAL NON-FUNDING- In the event that sufficient budgeted funds are not available for a new fiscal period, the County will notify the Contractor of such occurrence and this Agreement will terminate on the last day of the then current County fiscal period (Oct. 1 – Sept. 30) without penalty or expense to the County.
13. INDEMNITY PROVISION - Contractor must indemnify, pay the costs of defense, including attorney's fees and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said Contractor; or by or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act of omission, neglect or misconduct of the said Contractor, on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as was occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

Contractor agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this Agreement, and such obligation will survive acceptance of the goods and payment thereof by the County.

14. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 - The Contractor is and will remain an independent contractor and is neither agent, employee, partner, nor joint venture of the County. Contractor 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 thereto, as either may be amended from time to time. Failure to comply with the above provisions is considered a material breach and is grounds for immediate termination of the agreement, at the discretion of the County.

15. NOTICES TO PINELLAS COUNTY - Any notices or inquiries relative to Purchase Order should be directed to:

Sharon Beacht 727-464-5255 sbeacht@pinellascounty.org

16. INSPECTION – In County’s sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor’s expense and are not to be replaced except upon receipt of written instructions from County.

17. MATERIAL QUALITY - All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to County.

18. MATERIAL SAFETY DATA - In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

19. NON-EXCLUSIVE AGREEMENT - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods of this type, which may develop during the agreement period. This is not an exclusive agreement. County specifically reserves the right to concurrently contract for similar goods if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision applies separately to each term.

20. PURCHASE ORDER NUMBER - Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

21. REMEDIES - County and Contractor will have all remedies afforded by applicable law.

22. RIGHT TO AUDIT - The Contractor must retain records relating to this agreement for a period of at least three (3) years after final payment is made. All records must be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, §2-176(j).

23. SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent Jurisdiction, such portion must be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

24. TAX EXEMPTION – County is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7. Federal Excise Tax Exemption Number is 59-6000800.

25. TAXES - Payments to County are subject to applicable Florida taxes.

26. TERMINATION - County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

27. VARIATION IN QUANTITY - County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

28. WARRANTY - Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY, a political subdivision of the
State of Florida

Mirage Software, Inc. dba Bourntec Solutions Inc.

By: 

Signature

Barry Burton

Print Name

County Administrator

Title

August 28, 2020

Date



By:

Signature

Srujana Gudur

Print Name

President

Title

27th August, 2020

Date

APPROVED AS TO FORM



JACINA HASTON

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

Scope of Services *This section provides summary of in-scope and out-of-scope items. Also covers the critical success factors and key assumptions for County's E-Business Suite upgrade.*

2.1 Scope Inclusion

Bourntec shall provide the following services for the Oracle E-Business Suite 12.1.3 to 12.2.9 upgrade and CEMLI migration, retrofit and remediation.

- Leveraging a County Oracle E-Business Suite environment, create an environment within its Lab to execute initial technical upgrade
- Validate the following post-upgrade environment allocation
 - Networking and Connectivity
 - Compute and Storage
 - Security
 - Capacity planning for upgrade
- Upgrade of current Oracle E-Business Suite Database 12c to 19c utilizing allocated environment and supporting licensed Oracle software environments:
 - Bourntec will perform the Oracle-provided technical upgrade steps working primarily in the County's environment using a VPN
 - In addition to the execution of the upgrade, Bourntec will create a Playbook defining the required steps to execute this function for the creation of other instances and production cut over
- Upgrade of current Oracle E-Business Suite 12.1.3 to 12.2.9 utilizing allocated environment and supporting Oracle software environments:
 - Bourntec will perform the Oracle-provided technical upgrade steps working primarily in the County's environment using a VPN
 - In addition to the execution of the upgrade, Bourntec will create a Playbook defining the required steps to execute this function for the creation of other instances and production cut over
- Bourntec will provide technical support during Retrofitting (Unit), Systems and User Acceptance Testing
- Bourntec would be responsible to provide new feature enablement, specific to Command Center (Procurement and Finance) and assisting County's IT group on the value of leveraging these features to their Business Partners
- Bourntec will provide knowledge transfer on an iterative basis throughout the project through discussions and deliverables with County team members
- Bourntec will provide configuration documentation for new functionality and will leverage existing functional setup documents for changes in configurations. County is responsible for updating functional and CEMLI documents that are not up to date or when they are responsible for changes (i.e. assigned CEMLI's)
- Production Cutover planning Playbook and check lists
- Bourntec will work jointly with County's resources to execute the final move to Oracle E-Business Suite 12.2.9 production
- Bourntec will provide 4 weeks of post-production remote support beyond the go live date for any issues related to the execution of the system upgrade and/or CEMLI configuration.

Bourntec has provided County with a consulting rate table within this SOW to be leveraged for any ad-hoc requests; such extended functionality not yet deployed at County may require business requirements gathering, demo(s), business case justification, etc. are out of scope of this SOW and will require a new change order. It is Bourntec's recommendation that such requests that impact the timeline and budget of this project be documented and executed in future releases to reduce project risk.

2.2 Scope Exclusion

All processes and activities which have not been explicitly included within the project's scope have to be considered out of scope.

The following activities are out of scope for this engagement:

- Procurement of Oracle or third-party software licenses is the responsibility of County
- Configuration of any updates to the Oracle E-Business Suite security
- Oracle E-Business Suite business process reviews and Fit / Gap sessions that are not required by Oracle upgrade requirements; beyond County customization assessment; and/or addressing current issues and request that cannot be performed within the approved schedule and budget
- Implementation of any new Oracle E-Business Suite functionality currently not being leveraged by County that cannot be performed within the approved schedule and budget
- Any third-party application upgrade and/or fit to Oracle E-Business 12.2.9/19C technology stack
- Retrofitting of custom code which was not part of Oracle E-Business Suite stack
- Conversion of any reports other than BI (XML) Publisher and Oracle Reports (RDF)
- Boundary system integration and upgrade because of E-Business suite new release 12.2.9.

Any additional work not included in this SOW will require a Change Order. Any change of scope may result in revisions to the project schedule, resources, and costs. County must authorize, in writing, all change activity prior to any work beginning.

2.3 Critical Success Factors

Based on Bourntec's experience in similar projects, several factors must be assured in order to minimize risk. In particular:

- County's senior executive level support, sponsors, and process owners for this initiative, as well as their supporting Subject Matter Experts will have an active role and participation as defined by the Project Charter
- This initiative must receive the highest priority of the County to ensure overall focus and attention necessary for a successful upgrade
- Continuous scope management and scope control
- Stringent change control
- Process detailed design is system driven
- Supporting process integration and harmonization within and over all entities
- Structured and rigorous testing throughout the project
- Timely delivery of external systems for Integration Test
- Users involvement, as defined by the project plan (Two in the Box)
- Leverage Industry Best Practices, unless it is a functional differentiator to the business
- Organizational Design and Process Redesign Activities are completed effectively and efficiently
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- County will have 24 hours to sign-off on approvals, documentation, change request and/or Issues/Risks/Decisions prior to their estimated impact dates unless County rejects proposed recommendation(s) and/or document(s)
- In the case where County rejects recommendation(s) and/or document(s), both parties will work in good faith to resolve and/or mitigate issue(s) within five (5) business days. If they fail to resolve and/or mitigate the issue(s), it will be escalated to the Executive Steering Committee (ESC) for resolution. ESC will have five (5) business days to resolve and/or mitigate issue(s)
- All work assigned to County must be completed within the project timeline to ensure on time delivery. Any delays in this effort that affect the project timeline and/or deliverables may result in a Change Request to support extensions and/or additional resources to complete the project.

2.4 Project Assumptions

Certain assumptions that we captured to upgrade Oracle E-Business Suite components are mentioned below.

- County will provide resource(s) to support communication and status updates to business partners and project team
- County will create, and obtain customer sign-off, Program and Transition Plans necessary to ensure:
 - Business continuity
 - Adoption
 - Lifecycle management
 - Identification of future phases
 - Customization mitigation
- County will provide Project Management, Change Management, and Technical and Business Subject Matter Experts as defined by the task level project plan
- County will be responsible to provide infrastructure/environment, if any, to support the upgrade
- County will be responsible for allocating virtual machines for remote work of Bourntec personnel
- County will be responsible for conducting Process Integration and User Acceptance Testing (UAT) on upgraded applications based on business defined test scripts
- Project team will leverage County's templates for issues, risk, decisions, change requests, and status reporting
- County has test scripts and business process scenarios to carryout proper System Integration Testing (SIT) and User Acceptance Testing validation and Bourntec would leverage them during the technical Unit and System Integration Testing phases of the project
- County will be responsible for leading the effort on Retrofitting (Unit), System and End User Testing
- County will be responsible for creating and delivering all change management and training, including end-user and operational education
- Bourntec has provided a window for user acceptance in the plan, any changes to this window could impact the overall time and effort
- County will be responsible for the maintenance and availability of network and infrastructure components along with the backup and restoration of existing and new applications
- Business process reengineering activities will be treated as out of scope for this SOW

EXHIBIT B
GOODS PRICE SCHEDULE

Project Budget and Commercials *This section provides the overall budget needs to execute the project.*

5.1 Project Pricing

Bourntec uses various models to estimate pricing for similar size upgrades, packaged implementation, development of individual components such as use case analysis, functional point analysis and component complexity classification, depending upon the granularity of requirements specified. Based on the scope, approach, staffing and assumptions we have developed the following payment plan tied to a deliverables-based milestone.

The total firm fixed price project cost for the County’s E-Business Suite upgrade is: **\$550,000**

5.2 Payment Schedule

The table below lists all activities and milestones during County’s E-Business Suite upgrade.

Project Phase	Activities
ENVISION	<ul style="list-style-type: none"> ▪ Project Planning and Strategy ▪ Requirements Gathering and defining Scope ▪ Establish Project Management Approach <ul style="list-style-type: none"> ○ Project Steering Committee ○ Scope and Requirements Management ○ Risk Mitigation ○ Resource Management ○ Activity and Task Management ○ Project Reporting ○ Change Control and Management ▪ Project Kick-Off
VALIDATE	<ul style="list-style-type: none"> ▪ Oracle E-Business Suite Environment <ul style="list-style-type: none"> ○ Web Servers ○ Application Servers ○ Process/Workflow Schedulers ▪ Database Servers <ul style="list-style-type: none"> ○ Storage Setup and Configuration ▪ Boot Volumes, Block Storage Volumes ▪ CEMLI Assessment, MoSCoW list ▪ CEMLI Inventory ▪ Sign off (CEMLI Requirements, Fit-Gap Analysis and upgrade plan)
CONSTRUCT, CONFIG and UPGRADE - 1: TECHNICAL UPGRADE	<p>Technical Upgrade</p> <ul style="list-style-type: none"> ▪ First Pass (DEV) upgrade of Oracle E-Business Suite from 12.1.3 to 12.2.9 <ul style="list-style-type: none"> ○ Upgrade multiple Pass (DEV, DITL, SIT/UAT, PROD) ▪ Vision 12.2.9 Environment ▪ Tech Upgrade 12.2.9 Environment (With 19c)

Project Phase	Activities
	<ul style="list-style-type: none"> o 1st Test Pass (DEV) ▪ Technical Upgrade Sign off
CONSTRUCT, CONFIG and UPGRADE - 2: UPGRADE WITH CEMLI	<ul style="list-style-type: none"> Upgrade with CEMLI <ul style="list-style-type: none"> ▪ 12.2.9 DITL Environment <ul style="list-style-type: none"> o 2nd Test Pass (With CEMLI) ▪ 12.2.9 SIT/UAT Environment <ul style="list-style-type: none"> o Final Pass ▪ 12.2.9 Prod Environment Bolt-On Customizations <ul style="list-style-type: none"> ▪ Assess the functional and technical documents for customizations and object compare reports ▪ Share and approve report of the recommendation ▪ Reapply customizations that are valid ▪ Remove customizations no longer needed as per report ▪ CEMLI Upgrade Retrofit Sign off
DEPLOY, TEST and TRAIN	<ul style="list-style-type: none"> ▪ Test Planning <ul style="list-style-type: none"> o Test Plan, Test Scenarios, Test Scripts ▪ Retrofit testing ▪ System Integration Test ▪ User Acceptance Test ▪ Training <ul style="list-style-type: none"> ▪ Training of Trainers ▪ Role-Based Training ▪ End user Training Sessions/Materials ▪ Go-No Go Decision ▪ Go-live - Final Pass (Move to Production)
SUSTAIN and SUPPORT	<ul style="list-style-type: none"> ▪ Post-production break-fixes ▪ HyperCare
CLOSURE and HOLD RELEASE	<ul style="list-style-type: none"> ▪ Project Closure and Sign-off

Figure 20. Activities and milestones

The Table below provides payout linked to milestones. Percentage dollar value of total firm fixed price to be paid out is noted in the Total Payout % column, when a milestone is completed.

Fee Schedule Breakout	Total Payout %	Total Payout Per Milestone	Inv Payout \$	Hold back %	Hold Back \$
1- ENVISION	10%	\$49,500.10	\$44,550.00	10%	\$4,950.00
2- VALIDATE	15%	\$74,250.10	\$66,825.00	10%	\$7,425.00

Fee Schedule Breakout	Total Payout %	Total Payout Per Milestone	Inw Payout \$	Hold back %	Hold Back \$
3- CONSTRUCT. CONFIG AND UPGRADE - 1 TECHNICAL UPGRADE	25%	\$123,750.10	\$111,375.00	10%	\$12,375.00
4 - CONSTRUCT. CONFIG AND UPGRADE - 2 UPGRADE WITH CEMLI	25%	\$123,750.10	\$111,375.00	10%	\$12,375.00
5 - DEPLOY, TEST AND TRAIN	15%	\$74,250.10	\$66,825.00	10%	\$7,425.00
6 - SUSTAIN AND SUPPORT	10%	\$49,500.10	\$44,550.00	10%	\$4,950.00
7 - CLOSURE AND HOLD RELEASE		\$55,000.00	\$55,000.00	0%	
	100%	\$550,000.60	\$500,500.00		\$49,500.00

Figure 21. Invoice, payment and holdback schedule

5.2.1 Pricing Assumptions

- Bourntec is offering a fixed price for County’s E-Business Suite upgrade from 12.1.3 to 12.2.9 and Database 12c to 19c
- Estimates are based on the preliminary resource requirements defined and the project assumptions documented for the SOW
- Pricing subject to adhering to project schedule provided for the SOW
- Local Government Prompt Payment Act terms apply. Per Bourntec GSA contract’s Prompt Payment terms, Bourntec will provide an additional discount of 1% if paid within 10 days. This will not increase the total invoice value if payment is not made within 10 days.
- 10% hold back on each project phase invoicing, released at project closure and sign off
- Any additional services beyond the scope of this SOW will require a Change Order subject to review, approval and mutually agreed upon by the County and Bourntec.
- Pricing and Labor categories used in accordance with Bourntec’s GSA FSS 47QTCA18D00LE as listed below:

Title	GSA ID	GSA Title	GSA Offsite	Offered Rate
Project/Program Manager	70-13251-016	Program Manager Senior	\$151.28	\$122.66
E-Business Suite technical Architect	70-13251-001	Architect Senior	\$183.69	\$145.00
Lead Finance Functional Consultant	70-13251-010	Functional Lead Specialist (ERP)	\$183.69	\$145.00
Sr. Finance Functional Consultant – 1	70-13251-003	Business Analyst (SME)	\$183.69	\$145.00
Sr. Finance Functional Consultant – 2	70-13251-003	Business Analyst (SME)	\$183.69	\$145.00
Lead HCM Functional Consultant	70-13251-010	Functional Lead Specialist (ERP)	\$183.69	\$145.00

Title	GSA ID	GSA Title	GSA Offsite	Offered Rate
Sr. HCM Functional Consultant	70-13251-003	Business Analyst (SME)	\$183.69	\$145.00
Sr. Projects Functional Consultant	70-13251-003	Business Analyst (SME)	\$183.69	\$145.00
E-Business Suite Trainer	70-13251-030	Sr. Training Instructor	\$167.48	\$130.00
Test/QA Lead	70-13251-029	Testing Engineer Senior	\$112.42	\$95.00
Oracle EBS Database Administrator	70-13251-008	Database Administrator Senior	\$172.89	\$140.00
Lead Technical Consultant	70-13251-027	Technical Lead (ERP) Senior	\$183.69	\$140.00
Sr. Technical Consultant – 1	70-13251-025	Technical Analyst (ERP) Senior	\$159.92	\$135.00
Sr. Technical Consultant – 2	70-13251-025	Technical Analyst (ERP) Senior	\$159.92	\$135.00

Figure 22. GSA Labor category utilization and discount offered