

30146



Joe Lauro, CPPO/PPB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator
From: Joseph Lauro, Director of Purchasing *Joe Lauro*
Subject: Amendment – Second Amendment – Software, Customer Information System
Contract No. 056-0030-P(RM)
Date: July 6, 2009

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE SECOND AMENDMENT TO THE AGREEMENT FOR A SOFTWARE, CUSTOMER INFORMATION SYSTEM (CIS) WITH VERTEX DATA UTILITY SERVICES LLC DBA VERTEX BUSINESS SERVICES (VERTEX), RICHARDSON, TEXAS.

IT IS FURTHER RECOMMENDED THE COUNTY ADMINISTRATOR APPROVE THE CONSENT FOR TRANSFER OF THE AGREEMENT FOR A SOFTWARE, CUSTOMER INFORMATION SYSTEM WITH ALLIANCE DATA SYSTEMS, INC. (ADS), DALLAS, TEXAS.

IT IS ALSO RECOMMENDED THE COUNTY ADMINISTRATOR SIGN THE AMENDMENT TO THE AGREEMENT AND THE CONSENT TO TRANSFER.

DISCUSSION: The contract for the implementation of Pinellas County Utilities' (PCU) (CIS) software contract with ADS was approved by the Board of County Commissioners (Board) on December 5, 2006. The First Amendment to the contract to add additional professional services was approved by the Board on May 20, 2008.

The second amendment is for assumption of responsibilities. The contract term is through 2/24/2013.

ADS has notified Pinellas County (County) that they have entered into an agreement to sell the business known as its utility services' division to Vertex and seeks Pinellas County consent to assign the agreement between Pinellas County and ADS to Vertex. Vertex has confirmed their commitment to honor the pricing, terms and conditions set forth in the agreement with ADS.

Section 2-62(a)(2) of Pinellas County Code authorizes the County Administrator and Section 2-188 authorizes the Director of Purchasing to approve amendments and corrective contracts for any amount previously approved by the Board of County Commissioners.

APPROVED: RS 
ROBERT S. LASALA
County Administrator

Date of Approval: 07-15-09

- Attachments:
1. Contract Review
 2. Second Amendment
 3. Consent to Transfer

SECOND AMENDMENT TO THE AGREEMENT FOR A CUSTOMER INFORMATION
SYSTEM (CIS)

This Second Amendment is made and entered into this 15 day of July, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and Vertex Data Utility Services LLC d/b/a Vertex Business Services, a Richardson, TX corporation authorized to do business in Florida, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the utilities services division of ADS Alliance Data Systems, Inc. (ADS), who was the contractor for A Customer Information System (CIS), was acquired by Vertex Business Services July 25, 2008; and

WHEREAS, the County and the ADS Alliance Data Systems, Inc. entered into an agreement on December 6, 2006, pursuant to Pinellas County Contract No. 056-30-P (hereinafter "Agreement") pursuant to which the Contractor agreed to provide A Customer Information System (CIS) for County; and

WHEREAS, Vertex Business Services has agreed to assume the responsibilities of ADS with respect to the Agreement;

WHEREAS, Section FOUR (4) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a name change and the assumption of responsibilities;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

1. The Contractor's name is changed from ADS Alliance Data Systems, Inc. to Vertex Business Services.


2. All ADS responsibilities with respect to the Agreement shall now be the responsibilities of Vertex Business Services.

3. Except as changed or modified herein, all provisions and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this Agreement for A Customer Information System (CIS) pursuant to 056-30-P as of the day and year noted above.

Vertex Business Services

PINELLAS COUNTY, FLORIDA
by and through its
County Administrator




President (signature) *SVP*
STEPHEN J. WILKES
President (printed name) *SVP*



County Administrator

ATTEST:

Terry Stuhler
By: 
(Attesting Witness' name/title)

ATTEST:

By: 
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney



Alliance Data

*4/27/09 Original
hand carry to Purchasing
Rely, McHenry
JW*



April 21, 2009

Pinellas County, Florida
14 South Ft. Harrison Ave.
Clearwater, FL 33756

Attn: Tim Wiley

Re: Professional Services Agreement between ADS Alliance Data Systems, Inc. and Pinellas County, Florida, dated December 6, 2006, as amended to date (the "Agreement")

Dear Tim:

Please be advised that ADS Alliance Data Systems, Inc. has entered into an agreement to sell the business known as its utilities services division to subsidiaries of VTX Holdings Limited. As part of the transaction, we are seeking your consent to assign the Agreement to Vertex Data Utility Services, LLC, d/b/a Vertex Business Services effective as of the date of closing of the transaction.

Please indicate your agreement to such assignment by signing below and returning such consent to the following:

Jeanette Fitzgerald
Assistant General Counsel
ADS Alliance Data Systems, Inc.
17655 Waterview Parkway
Dallas, TX 75252

Should you have any questions, please do not hesitate to contact me at 972-348-5301 or jeanette.fitzgerald@alliancedata.com.

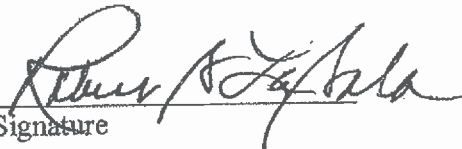
Sincerely,
ADS Alliance Data Systems, Inc.

Jeanette Fitzgerald
Vice President and Assistant General Counsel

CONSENT TO TRANSFER:

The below authorized signatory hereby consents to the assignment as described above.

Pinellas County, a political subdivision of the State of Florida

By: 
Signature

Robert S LaSala
Name

Its: County Administrator
Title

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY.

By 
Attorney

STATEMENT OF WORK – PINCCS-CO-001-01

**Pinellas County Utilities
Maximo-SAP Monthly Synchronization
File Interface Implementation and
Production Support**

Prepared by:
ADS, Alliance Data Systems, Inc.
3200 Windy Hill Rd., Suite 700 West
Atlanta, GA 30339

Table of Contents

| | |
|--|----|
| SERVICE REQUEST | 3 |
| 1. SCOPE OF SERVICES | 3 |
| 2. ASSUMPTIONS | 4 |
| 3. MANAGEMENT APPROACH | 5 |
| 4. ROLES AND RESPONSIBILITIES | 5 |
| 5. DELIVERABLES..... | 6 |
| 6. ACCEPTANCE MANAGEMENT | 6 |
| ACCEPTANCE PROCEDURE | 6 |
| 7. COST OF SERVICES..... | 8 |
| 8. APPENDICES | 10 |
| APPENDIX A. DELIVERABLE ACCEPTANCE | 10 |

Service Request

This *Statement of Work* ("SOW"), effective as of December 10, 2007 ("Effective Date"), is made pursuant to a Professional Services Agreement, dated December 6, 2006 by and between ADS Alliance Data Systems, Inc. ("Alliance Data") and Pinellas County, a political subdivision of the State of Florida, with offices located at 14 South Fort Harrison Avenue, Clearwater, Florida 33756 ("PCU"). Unless otherwise stated within, the terms and provisions of the Master Professional Services Agreement are incorporated by reference in this SOW and all capitalized terms used within and not otherwise defined shall have the meaning assigned in the Master Professional Services Agreement.

This SOW establishes the framework for the activities to be performed for post production support of PCU's Maximo-SAP Interface Implementation. The primary purpose of this document is to ensure that the PCU and Alliance Data teams have a clear understanding of the activities to be performed and the products to be delivered.

1. Scope of Services

Alliance Data will work with PCU to produce a working interface between Maximo and SAP built on defined business requirements.

The key activities of this effort include:

1. Validation of defined functional specifications for the interfaces: Alliance Data's onsite functional consultant will review the functional specifications which are already defined. Functional consultant will evaluate the completeness of the specification and if required modify the functional specification in collaboration with the Alliance Data SAP Functional Team, PCU Core Team, and PCU IS Maximo Support Team.
2. Test Cases: PCU will create test cases for each of the identified in-scope interfaces (see table below).
3. Detailed technical specifications: Upon validation of functional specification Alliance Data will create and document the detailed technical specifications along with field mappings from one system object to another (Identification of computed fields, Default values etc.) for each of the interfaces identified.
4. Design: Alliance Data will design the software process based on the technical specifications to meet the criteria including: generation error handler and error logging process.
5. Build: Alliance Data will build the software components as per the design.
6. Test: Alliance Data will test the components in stand alone disconnected mode as per test cases. Alliance Data will assist in integration testing; PCU will be responsible for leading integration testing. During integration testing, Alliance Data will perform break-fix activities as failures or issues are identified in the in-scope Maximo interfacing software components.
7. Deploy: After test, Alliance Data will assist PCU in deploying the components in the production environment.

8. Only the interfaces set forth below are included in the scope of this proposal. These have been derived from the documents as specified in the reference section. The in-scope interfaces are:

| Serial No | From | To | Description |
|-----------|--------|-----|--|
| 1 | Maximo | SAP | Monthly Synchronization between Maximo and SAP |

9. Production support for all developed interface files to be handled by Alliance Data applications management as part of the standard operational support.

2 Assumptions

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

1. It is assumed that the existing Maximo solution holds all data required to create the flat file. In case of any data element is missing a null value or the default value will be used to create the flat file. Any customization to the existing Maximo solution is not included in the scope of this project.
2. It is assumed that this list of interfaces is complete. Any additional transactions are not included in the scope of this project.
3. Alliance Data will work with the PCU team throughout this effort. Alliance Data will confirm the approach, tasks, PCU participation, and format for all deliverables with PCU management.
4. The Alliance Data project manager will provide regularly scheduled status updates to the PCU team as well as periodic plan checkpoints, to-be scheduled as appropriate.
5. PCU will provide necessary workspace, telephone, Internet access for Alliance Data team members working on-site.
6. PCU will be responsible for ensuring all required non-Alliance Data resources are available to perform the necessary tasks and provide the required information to complete the deliverables outlined below. Failure of non-Alliance Data resources to provide adequate support to the project may result in project delays. The Alliance Data project manager will be responsible for informing PCU of any resource related issues on a weekly basis or as identified, if warranted.
7. This SOW is effective from the Effective Date until February 29, 2008. If PCU requires Alliance Data services after expiration of this SOW, a new SOW will be executed in accordance with the Change Control provisions of the Master Professional Services Agreement.
8. PCU will provide remote connectivity via VPN to the development environment.
9. Neither a dedicated router nor a firewall are included to support the VPN link. If required, these will be an incremental cost amended to this SOW as a change order.
10. Alliance Data SAP implementation team will design and develop the SAP facing interface.
11. SAP outbound interface will be complete in time to support the development of Maximo inbound interface.
12. PCU's current Maximo solution is highly customized. Wherever those customizations are related to interface objects, it is assumed that sufficient documentation related to customizations is available, and in the absence of documentation all commercially reasonable efforts will be made by PCU to research and identify solution to issues that are uncovered.
13. No software, tools are included as part of this SOW. PCU will provide all necessary software licenses (Application software Maximo 4.0.3, Database Oracle/SQL Server, Database access tools including Toad)

3. Management Approach

High Level Project Plan

The proposed high level project plan is as follows.

| | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | |
| Functional Specs. & Technical Design | | | | | | | | | | | | | | | | | | | |
| Development & Unit Testing | | | | | | | | | | | | | | | | | | | |
| Integration Testing & Deployment | | | | | | | | | | | | | | | | | | | |
| Go Live Support | | | | | | | | | | | | | | | | | | | |

4. Roles and Responsibilities

This section of the document discusses the roles and responsibilities of PCU and Alliance Data teams.

Onsite WiPro Consultant / Offshore WiPro Technical Lead

- Will be responsible for study and modifications of functional specifications of interfaces;
- Provide weekly progress report highlighting progress along with key risks and issues;
- Work with Alliance Data project manager to resolve any project risks and issues;
- Co-ordinate with Alliance Data Technical team and Alliance Data to setup VPN link;
- Co-ordinate with offshore development team;
- Provide information & resolve queries from the offshore team;
- Review & manage the project time line;
- Provide project updates to customer Alliance Data project manager; and
- Provide testing support during integration testing.

Offshore WiPro Technical Consultant

- Work with Alliance Data technical team to set up the VPN link;
- Overall responsibility for detailed technical design;
- Clarifications from onsite consultant;
- Resolve any technical queries from the development members;
- Plan for data files required from onsite and communicate with onsite resource;
- Provide testing support during integration testing; and
- Fix bugs which arise during testing.

SAP Functional Consultant

- Provide the SAP output file as per requirements projected from Alliance Data onsite consultant;
- Be involved in initial study for the SAP facing interfacing;
- Modify functional specifications if needed based on discussions with Alliance Data team;
- Define the criteria for flat files coming from Maximo to SAP;
- Design of SAP facing interface for loading files to shared locations and upload the files from shared location to SAP; and
- Be involved in testing the interface for SAP facing interface.

Alliance Data Project Manager

- Review the progress of SAP – Maximo interfaces with Alliance Data lead;
- Provide access to workplace, desktop and relevant environments for development, testing and deployment for Alliance Data onsite consultant;
- Work with PCU / Alliance Data technical team to establish VPN link;
- Provide test plan for the project to Alliance Data team in order for Alliance Data team to develop with test cases; and,
- Provide review and approve Alliance Data deliverables.

PCU Maximo Support Team

- Provide a Maximo development environment capable of importing and exporting files to SAP;
- Provide expertise on any issue arising from data or prior customizations in Maximo;
- Provide resources to lead and participate in integration testing of Maximo-SAP interface;
- Provide database and application support as needed; and,
- Review and approve deliverables.

5. Deliverables

Deliverables for this project are as follows:

| Deliverables | Time |
|---|----------------------|
| Validated function specifications for each identified in-scope interface | 2 nd Week |
| Test Cases for each identified in-scope interface | 4 th Week |
| Final Source Code, executables and other configuration files for each identified in-scope interface | 5 th Week |
| Weekly progress report | Weekly |

The interfaces are as follows:

| Serial No. | From | To | Description |
|------------|--------|-----|--|
| 1 | Maximo | SAP | Monthly Synchronization file Maximo to SAP |

6. Acceptance Management

The PCU Project Manager(s) will be the point(s) of contact regarding the review and acceptance of the Deliverables as defined in the Deliverables list. If the individual assigned determines that additional people need to review and/or approve a Deliverable, it will be the responsibility of that individual to solicit the review/approval. Alliance Data's Project Manager will be responsible for the submittal of Deliverables. A sample *Deliverable Acceptance* form has been included as Appendix A.

Acceptance Procedure

The acceptance procedure for all Deliverables outlined in this project will be as follows:

- Alliance Data will work with PCU I to create and review draft Deliverables.

- When deemed complete, Alliance Data will produce final Deliverables and generate a Deliverable Acceptance form (or only a Deliverable Acceptance form in the case of code-based Deliverables) for PCU review and approval.
- The Deliverable Acceptance form should be signed indicating approval or disapproval by PCU within five (5) business days, provided that the aforementioned process for PCU review is followed.
- If a Deliverable is neither approved nor rejected within five (5) business days, Alliance Data will assume approval and move forward with subsequent Deliverables.
- If a Deliverable is disapproved, a description of why it was rejected should be included on the form. If required, a meeting can be held to discuss the Deliverable in detail.
- Alliance Data will inform PCU's Project Manager if project delays will result from delays in review and approval of Deliverable Acceptance. Alliance Data will indicate any potential impact to the project timeline for delayed acceptance.
- The project shall not be considered complete until all Deliverables within and associated with the project are complete and accepted.

7. Cost of Services

Based on the project scope outlined above, Alliance Data's professional services fees are fixed to be \$88,628.08. In the event that Alliance Data anticipates exceeding this estimate, Alliance Data will promptly notify PCU.

The costs for the scope of services described above will be fixed fee based upon reference materials provided by PCU to create the estimate. Should discrepancies between the provided reference materials and the existing Maximo solution deployed result in the need to customize or alter in any substantial way the existing Maximo solution, the Change Management Procedures set forth in the Professional Services Agreement will be applied, the work effort scoped and a change order submitted to PCU for acceptance, reference Section 2 Assumptions 1.

Out-of-pocket expenses for travel have been estimated and included in this cost.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Statement of Work.

ACCEPTED BY:
Pinellas County Utilities

ACCEPTED BY:
ADS Alliance Data Systems, Inc.



Signature



Signature

Chairman

Printed Name and Title

RICHARD CHARLES, SUP CLIENT DEVELOPMENT

Printed Name and Title

May 20, 2008


Date

5/19/08

Date

ATTEST: KEN BURKE, CLERK

By: 
Deputy Clerk

APPROVED AS TO FORM
OFFICE OF COUNTY CLERK
BY: 

8. Appendices

Appendix A. Deliverable Acceptance

Deliverable Acceptance

Customer Name Pinellas County Utilities

Statement of Work Name Maximo-SAP Interface Implementation Statement of Work No. _____

Deliverable Name _____ Deliverable No. _____

Description:

Alliance Data ACCEPTANCE

Approve Disapprove

Approved By _____ Title _____ Date _____

Signature: _____

PCU ACCEPTANCE

Approve Disapprove

Approved By _____ Title _____ Date _____

Signature: _____

Comments:

Michelle Wallace
ARCS