

AGREEMENT

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made as of the 19th day of September, 2023 (effective date), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and SoftHQ, Inc., San Diego, CA ("Contractor"), (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 23-0063-RFP for IT Staff Resource Services; and

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

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services 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. Definitions.

- A. **"Agreement"** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **"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 or information referenced, and any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including 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 Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **"Services"** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in the Statement of Work Exhibit attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Execution of Agreement

The execution of this Agreement is 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, estimate, scope of work, or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

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3. Conditions Precedent

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required, and the insurance coverage(s) required, within 10 days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

4. Services

- A. **Services** - The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. **Services Requiring Prior Approval** - Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Business Technology Services (BTS) Manager.
- C. **Additional Services** - From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- D. **De-scoping of Services** - The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- E. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act** - Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of 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 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.
- F. **Non-Exclusive Services** - Award of this Agreement imposes no obligation on the County to utilize the Contractor for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.
- G. **Project Monitoring** - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

5. Term of Agreement

- A. **Initial Term** - The term of this Agreement shall commence on **the Effective Date** and shall remain in full force until December 31, 2026.
- B. **Term Extension** - The Parties may extend the term of this Agreement for one (1) additional twenty-four (24) month period(s) beyond the primary contract period.

C. Price Adjustments

Initial Term- unit prices adjustable at twenty-four (24) months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to

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commence annually, the vendor's request for adjustment shall be submitted between 90-120 days prior to contract anniversary date, utilizing the available index at the time of request. The vendor adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above shall not be considered.

Term Extensions- Term extensions will allow for a one-time price adjustment (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The Contractor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

6. Compensation and Method of Payment

- A. **Services Fee** - As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections below, unless the Parties agree to increase this sum by written amendment as authorized in the Amendment Section of this Agreement.

Spending Cap and Payment Structure - The County agrees to pay the Contractor up to the total not-to-exceed amount of \$3,000,000.00 for Services completed and accepted as provided in Section 19, payable at the hourly rate set out in Exhibit C attached hereto, upon submittal of an invoice as required herein.

Multi-Contractor Contract - This contract consists of multiple contractors providing IT Staff Resource services on an as-needed basis. The collective not-to-exceed amount for all contractors is up to \$3,000,000.00. Contract expenditure is tracked to ensure the total accumulated contract expenditure shall not exceed \$3,000,000.00.

- B. **Travel Expenses** - No travel or per diem reimbursement will be allowed under this contract.
- C. **Taxes** - Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation, and certain excise taxes.
- D. **Payments and Invoicing** - Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. Invoices must be submitted for payment weekly. Timecards (authorized by a County representative) must accompany all invoices. 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 Contractor 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.

7. Personnel

- A. **E-Verify** - The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the

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duration of the contract. If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity. If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section. Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

- B. **Qualified Personnel** - Contractor 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.
- C. **Approval and Replacement of Personnel** - The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor 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. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of the Termination Section of this Agreement shall apply if minimum required staffing is not maintained.

8. Termination

A. Contractor Default Provisions and Remedies of County

- 1. **Events of Default** - Any of the following shall constitute a "Contractor Event of Default" hereunder:
 - i. Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. Contractor breaches Confidential Information Section of this Agreement;
 - iii. Contractor fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or
 - iv. Contractor fails to perform or observe any of the other material provisions of this Agreement.
- 2. **Cure Provisions** - Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- 3. **Termination for Cause by the County** - In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Termination – Contractor Default Provisions and Remedies of County – Events of Default Section of this Agreement, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

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B. County Default Provisions and Remedies of Contractor

1. **Events of Default** - Any of the following shall constitute a "County Event of Default" hereunder:
 - i. the County fails to make timely undisputed payments as described in this Agreement;
 - ii. the County breaches Confidential Information Section of this Agreement; or the County fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a County Event of Default as set out above, Contractor 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.
3. **Termination for Cause by the Contractor** - In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience

1. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

9. 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 the Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

10. Confidential Information and Public Records

- A. **County Confidential Information** - Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor 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 Contract 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 Contractor Personnel as is necessary to complete the Services.
- B. **Contractor Confidential Information** - All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor 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 acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- C. **Public Records** - Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

11. Audit

Contractor shall retain all records relating to this Agreement for a period of at least 5 years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

12. Compliance with Laws

Contractor 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, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Digital Accessibility

Contractor acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Contractor shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Contractor fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Contractor of non-compliance. Within 30 days of Contractor's receipt of a non-compliance notice ("Notice"), Contractor and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

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Should Contractor:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Contractor to the Liability and Insurance – Indemnification Section of this Agreement, “Indemnification.”

14. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

15. Liability and Insurance

- A. **Insurance** - Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

- B. **Indemnification** - Contractor agrees to indemnify, pay the cost of defense, including attorney’s fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney’s fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers’ Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the “ADA”) except when such injury, damage, or violation was caused by the sole negligence of the County.

- C. **Liability** - Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor’s negligence or willful action or failure to act.

- D. **Contractor’s Taxes** - The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers’ compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor’s assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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16. 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, 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 Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

17. Orders

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Price Schedule Exhibit attached hereto, and which is incorporated by reference hereto.

18. 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.

19. Acceptance of Services

For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the BTS Manager or designee, will have 10 calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Kranti Ponnam. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

20. Subcontracting/Assignment

A. **Subcontracting** - Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred, or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

21. Survival

The provisions of this Agreement shall survive the expiration or termination of this Agreement.

22. 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 (3) 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:

Business Technology Services Department

Attn: Contract Administrator

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400 S. Ft. Harrison Avenue

Clearwater, FL 33756

Phone: 727-464-3395

with a copy to:

Attn: Merry Celeste,

Purchasing and Risk Management Division Director

Pinellas County Purchasing Department

400 South Fort Harrison Avenue

Clearwater, FL 33756

For Contractor:

Attn: Kranti Ponnamm

858-658-9200

RFP@softhqinc.com

23. Conflict of Interest

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

24. Right to Ownership

All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

25. Amendment

This Agreement may be amended by mutual written agreement of the Parties hereto.

26. 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.

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27. Applicable Law and Venue

This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non-conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. 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.

29. Due Authority

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

30. No Third-Party Beneficiary

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

31. Force Majeure

“Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance and thereby prevented from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event.

32. Order of Precedence

All Exhibits and Attachments attached and listed below are incorporated in their entirety into, and form part of this Agreement and will have priority in the order listed:

- A. **Attachment 1 - Contract Provisions for Contracts Under Federal Awards**
- B. Pinellas County Agreement including Exhibit B – Insurance Requirements, Exhibit C - Payment Schedule, Exhibit D - Payment/Invoices, Exhibit E Dispute Resolution, Attachment 2 – Positions Descriptions and Requirements
- C. RFP 23-0063-RFP - Section B Special Conditions
- D. Exhibit A - Statement of Work

In the event of an inconsistency in this Agreement and any of the attached Exhibits or Attachments, the terms set forth in **Attachment 1 - Contract Provisions for Contracts Under Federal Awards** will prevail, followed by the

AGREEMENT

terms set forth in the Pinellas County Agreement, and then the remaining Exhibits or Attachments in the order listed above.

33. Entirety

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

AGREEMENT

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

PINELLAS COUNTY, a political subdivision of the State of Florida PINELLAS COUNTY acting by and through the

Board of County Commissioners

By: *Janet C. Long*
Signature

Janet C. Long
Print Name

Chair
Title

September 19, 2023.
Date

By: *Kranti Ponnamm*
Signature

Kranti Ponnamm
Print Name

President
Title

08/22/2023
Date

ATTEST: KEN BURKE, CLERK

By: *Ken Burke*



APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

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EXHIBIT A - STATEMENT OF WORK

I. DESCRIPTION OF REQUIRED SERVICES

The categories below define types of projects or areas of specialty in which Contractor may be requested to provide resources. On an as-needed basis, the County will issue qualified contractors with Task Orders for each specific resource request, which will include a description of the skills required, duration of the assignment, approximated hours on the project, general role and responsibilities. Each Task Order shall be subject to resume submittal by Contractor of candidates with corresponding quotation, at the time of the request. Submission of resume and quotations shall be date and time sensitive.

Upon assignment, a defined Scope of Work and fully burdened hourly rate will be confirmed at the time the Purchase Order is issued. Hourly rates will be based on experience and the particular engagement agreed upon at the time of request.

II. PROJECT BASED WORK

1. In this category the Contractor takes full responsibility in the management of the project and for deliverables of the project based on a stated Statement of Work at the time the service is requested.
2. Task Orders for this category shall be based on a fixed price, not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services.
 1. Analysis and Design- Encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment, including but not limited to:
 - i. Business Case Analysis
 - ii. Performance Measurements
 - iii. Independent validation and verification of systems development
 - iv. Estimating return on investment and earned value
 - v. Compliance with State interoperability standards as defined by BTS, etc.
 2. Development and Integration- services include project management of systems development that organizations consider important, including but not limited to:
 - i. Management of systems integration
 - ii. System and software development
 - iii. Modernization of legacy systems to web enabled applications
 - iv. Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
 - v. Development and integration of internet / intranet / web applications, security, firewalls, and critical infrastructures / networks (i.e. LAN/WAN/MAN), Data warehousing, electronic commerce / electronic data interchange (Groupware, next generation internet, client / server computing, workflow and imaging)
 3. Operational and Support- anticipated services include, but are not limited to the following:
 - i. Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), and Wide Area Networks (WANs)
 - ii. Computer systems administration, management, and maintenance
 - iii. Data entry, data storage, data retrieval, and electronic records management Specialized workstation (i. e. CAD, CAD/CV, GIS) support
 - iv. Computer equipment maintenance (both on-going and on-call)
 - v. Desktop support
 - vi. Production support
 - vii. Database generation and database management
 - viii. Data and/or media management
 - ix. Document imaging services
 - x. Disaster recovery services
 - xi. Orientation and training
 - xii. Information center/help desk

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III. STAFFING RESOURCES

1. In this category the Contractor shall provide personnel to perform services at the County or its agencies and the County shall take ownership of the overall management and delivery of any and all county projects. **Attachment 2** includes a sample of the desired staffing positions requirements based on historical requirements. Staffing requirements will depend on the Department's project needs at the time of the request.
2. Task Orders for this category shall be based on direct labor hours at specified fixed hourly rate.
3. Staffing requirements are identified as:
 - a. Ad Hoc Staffing- requirements will be for immediate staffing demands. The estimated cycle from request to hire will be two (2) weeks. The general process for this requirement is as follows:
 - i. Pinellas County will make requests (task orders) for a specific need.
 - ii. Prequalified Contractors shall submit resumes of candidates possessing the minimum technical skills and educational requirements needed for the position.
 - iii. Interviews with select candidates will be scheduled. If a qualified candidate has worked on prior engagements, performance, exhibition of skills and qualifications demonstrated on the prior projects can be used in lieu of an interview process.
 - iv. Upon candidate selection, submitting agencies will be notified, and terms, periods of service, along with specific project documentation will be provided to the agency and select candidate.
 - v. A Purchase Order is issued to the successful Contractor.
 - b. Planned Staffing-
 - i. The process for this requirement will be similar to the Ad Hoc process except that the interview to hire cycle is estimated to be approximately two (2) to four (4) months prior to project inception.
 - ii. Project Based resources will be required to have Software Delivery Life Cycle (SDLC) exposure to be considered and shall be submitted in the form of a Project Resource portfolio. The portfolio may contain subsets of information based on the current state of the project, complexity, and duration of the project. The minimum contained in all portfolios will be the following exhibits:
 - Staffing requests
 - Position descriptions
 - Roles and responsibilities
 - Project business case
 - Project budget, timeline, and resource requirements
 - iii. Additional Information may be included depending on the Phase of the project. Additional documents may include:
 - Statement of Work
 - Business Vision
 - Staffing Plans
 - Software Development Plan
 - Project Management Documents
 - Requirements Attributes
 - Software Requirements Specification
 - Software Architecture Document
 - Request for Information Document
 - Data Models
 - Integration Build Plans

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IV. BACKGROUND CHECKS

Qualified contractors shall be required to perform (at their own expense) pre-employment screening and drug screening for each Contractor personnel referred for work in Pinellas County prior to commencement of any work Contractor shall not refer or assign any candidate to County who has a felony or first-degree misdemeanor conviction for a crime related to the type of work assigned.

V. REPORTING REQUIREMENTS

1. During the performance of the work under this Contract, the Contractor(s) shall keep the following records as are necessary to determine compliance with the service agreement, including but not limited to:
 - i. Actual hours worked
 - ii. Type of work performed per the personnel categories position descriptions
 - iii. Performance reporting tool to measure performance of Contractor personnel. The County reserves the right to modify or introduce additional performance reporting tools as they are developed
2. Reports shall be submitted with each request for payment not later than the first week of each month to the Project Manager.
3. The Contractor must notify the Project Manager within 24 hours, and in writing when any of its personnel on assignment for the County terminates employment or his or her relationship with the Contractor prior to completion of the contract. The Contractor is responsible for ensuring all issued equipment and property assigned to the departing individual has been recovered and that access to facilities and computer networks has been terminated. Equipment and property includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, badges, and parking passes. A separate notification must be completed for each individual.

VI. STAFFING REPLACEMENT

1. During the assignment, the selected candidate will be evaluated to determine whether candidate meets the department's performance standards. If the contractor personnel do not meet standards, the contractor shall be required to replace the person within ten (10) days.
2. Contractor replacement personnel submissions must be presented within five (5) days after the County notifies contractor that any of its personnel are not meeting requirements.
3. Contractor shall not remove any personnel assigned to a project without the prior written consent of County. If for any reason, one or more of the scheduled personnel is unavailable for assignment for work under the contract, the contractor shall request approval from the Project manager to replace the person with a person of equal skills and qualifications.
4. The County reserves the right to accept or reject a replacement personnel for any reason.

VII. TRANSITION OF WORK

1. Awarded contractors shall exercise their best efforts and cooperation to affect an orderly and efficient transition of any task order or other contract, project, or other agreement, if necessary.
2. When appropriate, BTS departmental management team shall meet with the replacement personnel to coordinate task order transition.

VIII. TRAINING/EXPERIENCE

1. The Contractor shall provide fully trained and experienced persons (including replacement persons) required for performance of any work under Task Orders awarded. This includes providing training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market.
2. Training of personnel shall be performed by the Contractor at its own expense except when the County given prior approval for training to meet special requirements that are unique to a particular task order.

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IX. UNPLANNED WORK OR OFF-HOUR WORK

1. Unplanned work or off hour work may result from a management decision to adjust scheduling practices to meet requirements.
2. Unplanned work or off hour work must be approved by the Project Manager, Division Manager or Department Director.
3. The Contractor shall bill at the rate originally quoted and identified in the contract for unplanned or off-hour work.

X. EQUIPMENT

1. The Contractor is responsible for ensuring all issued equipment assigned has been recovered and that access to facilities and computer networks have been terminated. Equipment includes, but is not limited to, keys, office equipment, computer equipment (hardware and software), manuals and books, telecommunications equipment, badges, and parking passes.
2. A notification by the Contractor must be completed for each employee terminating employment. The Contractor's personnel will follow County and Departmental policy in regard to building access and remote access, and hours of operation. Contractor personnel will not be permitted on site without a County employee in attendance.

XI. SOFTWARE MADE AVAILABLE FOR THE CONTRACTOR TO USE

1. The County, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract. Contractor shall be required to sign any documentation required by licensors.
2. The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.
3. The Contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.
4. The Contractor is not authorized to violate any software licensing agreement, or to cause Pinellas County to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of the furnished software may involve or result in a violation of County's licensing agreement, the Contractor shall promptly notify the Project Manager, in writing, of the pertinent facts and circumstances.
5. Pending direction from the Project Manager, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.
6. Selected Contractor's personnel are expected to follow Pinellas County's policies and procedures in their use of the internet, telephones, and all other County property.

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EXHIBIT B - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Contractor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Contractor's liability to any specified amount in the performance of the services. The Contractor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Contractor is deemed to have accepted and agreed to provide the services without any limitation on the Contractor's liability that the Contractor does not take exception to in its response. Notwithstanding any exceptions by the Contractor, the County reserves the right to declare its prohibition on any limitation on the Contractor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Contractor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Contractor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include, the Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Contractor for award, the selected Contractor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Contractor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at

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InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Contractor or their agent prior to the expiration date.

- 1) The Contractor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - 2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Contractor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Contractor to the same extent the Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor.
 - 2) Provide for the assignment of the subcontracts from the Contractor to the County at the election of Owner upon termination of the Contract.
 - 3) Provide that County will be an additional indemnified party of the subcontract.
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability.
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below.
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

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- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 3) **Professional Liability (Technology Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

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Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 5) **Property Insurance:** Contractor will be responsible for all damage to its own property, equipment and/or materials.

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EXHIBIT C - PAYMENT SCHEDULE

The County agrees to pay the Contractor up to the not-to-exceed amount of \$3,000,000.00, for Services completed and accepted as provided in Section 19 herein if applicable. The County will compensate the Contractor for authorized work assignments based on the type of work assignment performed. The negotiated fully burdened hourly rate will not exceed the highest hourly rate set forth below for the appropriate category.

1. **Project Based Work** will not exceed the hourly rates as outlined below. A defined Scope of Work and hourly rate will be provided by the Contractor upon assignment and confirmed at the time the Purchase Order is issued. Project Based Work is payable upon submittal of an invoice as required herein. Hourly rates will fully burdened and be based on experience and the particular engagement agreed upon at the time of request.
2. **Staffing Resources** will not exceed the hourly rates as outlined below, payable upon submittal of an invoice as required herein. Hourly rates will be fully burdened and based on experience and agreed upon at the time of request.

Title	Highest Fully Burdened Hourly Rate
1. Applications Development	\$101.25
2. Data Strategy and Management	\$105.30
3. Quality Assurance	\$91.80
4. Technology Research	\$113.40
5. Client Technologies	\$116.10
6. Customer Support	\$83.70
7. Network Management	\$94.50
8. Internet Planning, Engineering and Ops	\$97.20
9. Operations	\$83.70
10. Business Intelligence	\$108.00
11. Enterprise Resource Planning	\$162.00
12. Business Management	\$108.00
13. Security Management	\$113.40
14. Business Continuance Management	\$113.40
15. Product Development	\$118.80
16. Systems Programming and Administration	\$110.70
17. Business Analysis and Planning	\$110.70
18. Release Management	\$101.25
19. Program Management	\$137.70
20. Technical Product Support	\$137.70

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EXHIBIT D - PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County 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." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by CONTRACTOR in accordance with the County's Dispute Resolution Process for Invoiced Payments, 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.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge Contractors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at (www.pinellascounty.org/purchase).

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EXHIBIT E - DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a Contractor in writing within 10 days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the Contractor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the Contractor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 1. Requesting department for this purpose is defined as the County department for whom the work is performed.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the Contractor and the County about payment of a payment request or an invoice then the Contractor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the 60 days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue 15 days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

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ATTACHMENT 1 - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

BID OR PROPOSAL NUMBER: 23 - 0063 - RFP

BID OR PROPOSAL TITLE: IT Staff Resources for BTS - ARPA

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

If this contract meets the definition of a "federally assisted construction contract", during the performance of this contract, the Contractor agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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4. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000,

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.

3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

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Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

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- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

- a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b) For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

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Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the Agreement.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- e. Take other remedies that may be legally available.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS

NOTE: the following is a sample of the desired staffing positions requirements based on historical requirements. Staffing requirements will depend on BTS' project needs and shall not be limited to those specified below.

1. EBS Professional	12. Developer/Analyst
2. BI/ Hyperion Professional	13. Tester/Technical Writer
3. GIS Professional	14. Technical Consultant/Architect Senior
4. Project Manager	Technical Analyst
5. Analyst/Project Lead	15. Data Modeler
6. Architect/Technical Lead	16. System Administrator/Network
7. Data Architect	Administrator
8. Data Warehouse Director	17. Web Designer/Developer
9. Data Warehouse Manager	18. Data Storage Specialist
10. Business Intelligence	19. Network Equipment Installer
Architect	20. Server and Storage Installer
11. Database Administrator	21. Desktop Technician

1. ORACLE E-BUSINESS SUITE (EBS) PROFESSIONAL

A. Minimum Requirements:

- 7+ years of Oracle e-Business (EBS) Applications 12.2.X; Access Manager 11g+; Access Gate 11g+; Enterprise Command Center v6+; OBIEE 12c; Mobility; iSupplier Portal; Self-Service; 7+ years of actively using the following languages Oracle SQL Developer; SQL, PL/SQL, Java EE7-8 & SE7-8; C#; C++; Python; VB; Fast Formulas; Oracle Forms/Development; Jdeveloper; Oracle Application Express; Node.js; Oracle Applications Frameworks; Oracle ADF 12c; Oracle Data Integrator; Oracle Clud Infrastructure Integration; Oracle SOA; Oracle API Management; and Oracle Workflow development.
- Oracle EBS application (12.2.x plus), ECC, Self-Services, iSupplier, OAM, Access Gate; OID; Database; Data Base Extensions & ADOP/On-line Patching; Data Guard; RAC; and Enterprise Manager (Cloning, Database Security, On-line/Hot Patching, Release Management, Data Masking; Change Management, etc.) technical knowledge, configuration, and support skills in a 7/24 environment 7+ years of actively performing database administration activities on the following platforms - Oracle EBS 12.2.x, Databases 12c, 19c, 20c on a RHEL 7/9 platform.
- Experience with the following is a plus: XML, XSLT, JSP, AJAX, MySQL, and Hyperion (Essbase).
- Experience in report development and data extracts using other Oracle development tools including BPEL, web services, BI Publisher, SQL Loader, etc.
- Experience in integration of OBIEE Analytics across functional areas and based on heterogeneous source systems.
- Strong verbal and written skills developing and/or updated Process Documents, System Topography documents; help desk tickets; Infrastructure design; Root Cause Analysis; and audit reviews.
- Must have operations skills and discipline.
- Experience in all OBIEE+ components including Oracle BI Admin, Answers, Interactive Dashboards, BI Publisher, Delivers, Disconnected Analytics, Financial and Interactive Reporting.
- Experience in data mining, scrubbing and modeling, and Extract Transform and Load (ETL)
- Experience building schemas, developing stored procedures and database triggers in PL/SQL.

B. Desired Skills

Candidate must demonstrate proficiency in the following modules/functionality:

1. Oracle Financials

- General Ledger
- Accounts Payables
- Accounts Receivables
- Fixed Assets
- Cash Management
- iExpenses

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Grants
- Budgets

2. Oracle HRMS

- Performance Management
- Taleo BE
- Position Management
- On Boarding
- Core HR
- Self Service HR
- Time and Labor
- Learning Management
- Advanced Benefits

3. Oracle Supply Chain Management

- Purchasing
- iProcurement
- Sourcing
- iSupplier
- Oracle Fusion Middleware – BPEL, JDeveloper, SOA Architecture,
- Position Control Module
- Custom Components using Oracle Development tools and technologies

4. Database Administration – DBA Support, Oracle Identity & Access Management, Oracle WebLogic Server administrative Support

- Development
- Oracle Fusion Middleware – BPEL, JDeveloper, SOA Architecture,
- Position Control Module
- Custom Components using Oracle Development tools and technologies
- Database Administration – DBA Support, Oracle Identity & Access Management, Oracle Weblogic Server administration
- DBA Support – Performance Tuning; Data Masking; Maintain and Monitor; Oracle EBS Environments (DEV, TEST and PROD); Cloning; Disaster Recover; On-line Patching

2. **BUSINESS INTELLIGENCE (BI)**

A. **Objectives:**

- OBIEE / Informatica / BI Apps
- Cloud BI (Example: AWS, Socrata)
- Microsoft Power BI

B. **Minimum Requirements:**

- 5 + years competency with Oracle Business Intelligence Enterprise Edition (OBIEE) analytical applications (Financial Analytics, Procure & Spend, Human Resources, Project Analytics, etc.).
- 3+ years of development/implementation/support experience with Hyperion EPM and Essbase products (preferably EMP V11).
- 3+ years of Oracle eBusiness Suite version 11, 11i, and/or 12.1.3 or higher implementation/development/support experience a plus.
- Technical expertise in Essbase as an OLAP engine.
- Extensive knowledge and experiences in defining enterprise BI strategy, architect and roadmap to enable enterprise-wide BI, analytics and performance management solutions.
- Working knowledge and experiences in ETL/Data integration with commercial tools such as Informatica, Oracle Data Integrator or Oracle Warehouse Builder
- Knowledge of Oracle ERP source systems, including Oracle eBusiness Suite.
- Experience in developing and deploying Dashboard, Analytics/OLAP and performance management solutions.
- Experience with OBIEE Infrastructure with recommended Web Servers and Hardware.
- Must be proficient at SQL, PL/SQL and workflow development.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Business Intelligence Solution Architect with extensive experience in implementing Oracle Business Intelligence (OBIEE) solutions and pre-built BI analytics, Hyperion Essbase and Planning Forecasting and budgeting applications.
- Experience in all OBIEE+ components including Oracle BI Admin, Answers, Interactive Dashboards, BI Publisher, Delivers, Scheduler, Disconnected Analytics, Financial and Interactive Reporting.
- Strong technical understanding of data modeling, design and architecture principles and techniques across master data, transaction data and derived/analytic data (e.g., KPIs),
- Experience with the following is a plus: JAVA, JAVA Script, HTML, DHTML.
- Experience in report development and data extracts using other Oracle development tools including BPEL, web services, BI Publisher, SQL Loader, etc.
- Experience in integration of OBIEE Analytics/Hyperion EPM across functional areas and based on heterogeneous source systems.
- Experience in data mining, scrubbing, and modeling, and Extract Transform and Load (ETL).
- Must have operations skills and discipline.
- Experience building schemas, developing stored procedures and database triggers in PL/SQL.
- Experience in Crystal Reports and Crystal Server desired.

C. Desired Skills:

5. EBS (Oracle 11i, 12 E-Business Suite) technical knowledge/configuration skills.
6. OBIEE Packaged Analytic applications implementations v7.9.5 or higher, v10.1.3.x or higher preferred.
7. Technical knowledge in Hyperion EMP v, Hyperion Essbase.

3. GEOTECHNICAL INFORMATION SERVICE PROFESSIONAL

A. Minimum Requirements

- Five plus (5+) years' experience as the performing or participating in complex Information Technology and GIS system architecture evaluation, design, development, integration, deployment, and operations management/software solutions with a particular understanding of complex geospatial integration.
- Bachelor's degree in Computer Engineering, Computer Science, Information Technology, GIS, or a related technical field.
- Experience with local government functions and departments such as Public Works, Utilities, Emergency Management, Planning, Law Enforcement, Traffic and other subject matter areas a plus.

B. Desired Skills

1. Ability to support the development of processes and methodologies to enhance the overall optimization of software enterprise architecture environments and processes, including, but not limited to: cloud, virtual, and mobile.
1. ArcGIS Desktop, Server and Mobile Products
2. ArcGIS Online for Organizations (cloud GIS)
3. ArcGIS Collector
4. ArcGIS JavaScript API
5. ArcSDE
6. Oracle 11g/SQL
7. Software development practices
8. Object-oriented software design and programming practices
9. GIS systems, architectures, tools
10. Cloud solutions, virtualization, virtual platforms
11. Large-scale systems integration involving on-premises and cloud platforms
12. Mobile software development
13. Layered software architecture
14. VB.NET, C++, Java, JavaScript, HTML5, C#, and/or other modern programming languages.
15. Internet technologies such as XML, HTTP, AJAX, JSON, web services, and related emerging web standards
16. XML technology such as XSLT, XML Schema, and XML Namespaces
17. Fundamental IP-based networking principles

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Internet Technologies that comprise the OSI Model such as HTTP, DNS, DHCP, TCP, etc.
- Excellent problem solving and troubleshooting skills
- Ability to quickly learn and apply new technologies to ever changing problems
- Ability to write and present technical material in the form of proposals, white papers, test plans and reports, technical reports, and presentations

4. **PROJECT MANAGER**

A. **Objective**

To provide senior level skills in Project Management Discipline to include: Superior analytical reasoning and risk assessment skills, adaptability, problem solving skills, initiative, leadership, teamwork, communication, organization, and planning. The Project Manager will manage customer expectations through all aspects of system development life cycle including design, build, testing, training, deployment and post live support activities; provide support and/or lead clinical redesign efforts; manage relationships with clients and vendor support personnel; develop and maintain detailed implementation work plans, communication plans, risk management and mitigation plans, issues logs and other project support documentation; define functional and technical system requirements; facilitate design sessions and/or issue resolution sessions, develop system deployment plans and participate in system deployment tasks; and provide knowledge transfer to client personnel.

- Develop, prioritize and maintain the project plan for the complete project life cycle with tasks, dates and resources. Works with departments and Vendors, to identify appropriate project team.
- Perform ongoing risk assessments of the project through a detailed understanding of project methodology, systems, and customer workflow to identify issues that would impair the success of the project operationally and/or financially if otherwise not addressed.
- Act as a facilitator between all groups to identify and resolve issues by engaging the proper parties to resolve the issues and by actively participating in the resolution process as a subject matter expert.
- Determine project status, issues, and action items and keep all participating groups informed through active tracking and communication as appropriate.
- Works with business users in emphasizing resolution of issues based on maximizing the ratio of return to the department to cost.
- Make commitments to the business process owners on project contents based on consensus of project team. Update team members on changes in project contents if needed. Emphasize timeliness and quality over quantity in project delivery.
- Proficiency with MS Project, and the ability to manage several projects simultaneously.
- Manage one or more key components of critical development projects and operational teams for customer account.
- This person will need to envision, develop, and document the vision for the specific client solution.
- This person will need to drive technology solutions and capabilities that enable improved decision support to both internal and external constituents.
- This person will be responsible for workload prioritization and management of resources, both on large initiatives and small projects.
- The person in this role must be a leader with a positive attitude, good organizational skills, and possess strong verbal and written communication skills for employees, consultants, project teams and clients.
- Typically, teams will consist of Internal Associates and Vendors. Develop task orders, project planning documents and collaborating with the client and stakeholders for project plan approvals.
- Creating and maintaining the project schedule, deliverables, budget, issues, and risks.
- Attaining and utilizing project resources in a matrix organization.
- Tracking progress and variances and mitigating risk and issues throughout the lifecycle.
- Inspiring confidence by providing timely and accurate status.
- Delivering on time and on budget.

B. **Minimum Requirements**

- COTS Implementation experiences a must.
- Knowledge of and work experience with formalized commercial SDLC methodologies.
- Minimum of 8 years project management experience or equivalent.
- Must possess very strong understanding of technology and ability to assess a client's environment.
- Experienced in communication and presenting to clients.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Ability to meet customer needs via creative problem solving.
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
 - a. County Government
 - b. Finance (GL, AP, AR, FA, etc.)
 - c. Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Must be detail-oriented and very organized.
- Effective written and oral communication skills
- Ability to interview client stakeholders, facilitate workshops and document current business operations and project objectives/scope for future phases.
- Ability to work with stakeholders to build trust with our organization/consultants in order to capture accurate information about the project engagement
- Consistent use of excellent judgment when making daily decisions about project activities
- Possess analytical and creative abilities to problem solve and offer new/alternate solutions
- Have prior success in managing projects to standard metrics.
- Can manage client expectations throughout the project's lifecycle.
- Ability to multi-task; successfully manage multiple projects of different sizes/types.
- Be a team player - manage and motivate project team members – lead and be led.
- Strong, professional presence.

5. **ANALYST / PROJECT LEAD**

A. **Objective**

The Analyst is responsible for the planning, development, and successful delivery of strategic assessments and recommendations, business workflow analysis, change management activities, and process measurement. The Analyst must manage communications around project details and expectations with clients and internal practice areas, the Project Manager, and Management team. Analyst acts as a "business partner" assisting departments in the planning, development and implementation of both technology-based and process-based business solutions. The Analyst will create conceptual and functional designs for new and enhanced systems in coordination with technology analysts, external vendors and vendors. Additionally, the Analyst coordinates user review and approval at all stages of system development and delivery and assists in managing system implementation, tracking the timing of deliverables, and developing conversion and migration plans for moving from existing systems to enhance or more effective new systems. Identifies opportunities to utilize existing, enhanced or new technologies or business methods to streamline work processes and improve service delivery within individual County departments. Analyst maintains awareness of systems, products and expertise available both within the County and elsewhere to use in addressing County needs and develops and maintains a functional expertise in the various business and system needs based upon changing industry conditions.

Because the Analyst will be the involved at Project Initiation, this resource may serve as the Subject Matter Expert and work initially to identify areas of opportunity for the client dealing with their organizational operations. The Analyst is responsible for following a business analysis and workflow design approach involving stakeholder interviewing techniques, human factors analysis, process assessment/design, business analysis, workflow modeling, change leadership, and requirements/use case gathering.

The Analyst can apply core business analysis and project management principles to:

- Facilitate requirements gathering and process mapping sessions with clients in group and individual settings
- Lead management consulting sessions to discover and articulate clear organizational and project visions, cases for action, metrics, and resources
- Discover and document as-is and to-be scenarios of organizational processes, technologies, and challenges in detail
- Provide expert recommendations on methods to migrate from the current state to the envisioned state while guiding the change management initiative

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS

- Evangelize, communicate and teach Project Management methodology for process discovery, migration, and measurement
- Prepare, create, and deliver articles and presentations on strategic industry topics in the business and process markets to clients and vendors
- Collaborate with client stakeholders to define the project roadmap and in-scope initiatives.
- Create and maintain detailed project plans in Microsoft Project/Clarity.
- Review the project plan with all project participants and relevant stakeholders to ensure a clear understanding of the project direction and objectives.
- Track progress against the plan by incorporating information gathered in status reports and one-on-one meetings in regularly scheduled updates to the client.
- Communicate project progress to client management through status meetings, deliverables, and deliverable reviews.
- Manage delivery resources to ensure successful completion of project engagements
- Maintain budgetary information and status and communicate costs-to-date to client management.
- Writing business and technical requirements and specifications, functional/conceptual design documents, building business case models, preparing UAT scripts and UAT testing.
- Working with the Project Managers to follow project plans, convey accurate project status, and identify issues and risks.
- Build and maintain project preview sites that can be used by clients to monitor status, deliverables and budget position on an as needed basis.

B. Minimum Requirements

- Knowledge of and work experience with formalized commercial SDLC methodologies.
- Minimum of 8 years project management experience or equivalent.
- Must possess very strong understanding of technology and ability to assess a client's environment.
- Experienced in communication and presenting to clients.
- Ability to meet customer needs via creative problem solving.
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
 - a. County Government
 - b. Finance (GL, AP, AR, FA, etc.)
 - c. Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Formal and proven experience with business process and system analysis
- Formal experience producing process/system analysis and design documentation
- Must be detail-oriented and very organized.
- Effective written and oral communication skills
- Ability to interview client stakeholders, facilitate workshops and document current business operations and project objectives/scope for future phases.
- Ability to work with stakeholders to build trust with our organization/consultants in order to capture accurate information about the project engagement
- Consistent use of excellent judgment when making daily decisions about project activities
- Possess analytical and creative abilities to problem solve and offer new/alternate solutions
- Have prior success in managing projects to standard metrics.
- Can manage client expectations throughout the project's lifecycle.
- Ability to multi-task; successfully manage multiple projects of different sizes/types.
- Be a team player - manage and motivate project team members – lead and be led.
- Strong, professional presence.
- Process-related certification(s) a plus.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Experience with ITIL is a plus
- The Business Analyst candidate will be required to learn our organization’s project management methodology, ‘RoadMap’ and required documentation artifacts.
- The Business Analyst candidate will be required to learn our organization’s business process management methodology, ‘Insight’ and required documentation artifacts.
- Experience with the Microsoft technology suite is required.

6. **ARCHITECT / TECHNICAL LEAD**

A. **Position Objectives:**

One who designs and supervises the identification, classification, index and display of knowledge to facilitate the user-centric organization and presentation of data in an interactive environment, as determined by experience, instruction and research. An Architect defines enterprise architectural blueprints and roadmaps, which encompass IT strategy, governance, development models, logical and physical data assets, portal and integration technologies, application architectures and hardware and software infrastructure intended to support the development and of core, mission-critical applications. Will be involved from project inception through discovery, strategy, definition, architecture, documentation, testing and iterative development. Participate in design of system services, including security, diagnostics, disaster recovery/back-up with system architect, selects software, development tools, hardware to meet application needs. Responsibilities include all of the following:

- Recognize, interview, and work closely with key stakeholders – including internal, client and end-users – to identify and prioritize goals and objectives as related to the project.
- Must be able to clearly articulate those goals to the extended team.
- Map the relation of goals, internal and external influences to success matrices.
- Identify project scope in totality and clearly demarcate the individual components, their interaction with internal and external actors and/or actions.
- Work closely with department to accurately determine, design and develop for the appropriate psychographic/demographic/geo-targeted audience for outward facing applications.
- Construct the internal vocabulary as related to all project components.
- Provide feedback and recommendations during conceptual phases of a project.
- Work in tandem with technical architect or technology lead to define platform and environment per project.
- Ensure accessibility guidelines are well understood and accepted.
- Demonstrate desire and capacity to be a strong team player.
- Works with other Information architects to transfer knowledge, extend expertise and participate in larger team efforts.
- Participate in the definition of application development principles, standards and best practices
- Develop strategies and recommendations for presentation to executive management
- Provide mentoring and guidance to BTS Team/Technology partners
- Analysis of business problems and requirements to determine appropriate technical solutions following standards
- Application of industry best practices to all architecture, design and programming activities

B. **Minimum Requirements:**

- Familiarity with the iterative development process, facilitation and/or participation in focus groups.
- Strong grasp of HCI and UI.
- Extensive experience working in collaborative environments, integrating user-centered design, technology, and business strategy, and be client-facing.
- Must be able to work independently, take initiative, and innovate.
- Must have strong verbal and communication skills, as this is integral to the position.
- Perform content analysis, task analysis, task modeling, and usage scenarios.
- Create and document information design concepts and solutions by various means, including diagrams, maps, flows, and rapid prototypes.
- Develop effective user-centered solutions for all interactive applications. Work with developers and testers to ensure high usability of applications.
- Exhibit expert-level knowledge in information and interaction design; apply this knowledge appropriately to create solutions that best meet clients' strategic goals.
- Work to integrate effective information and interaction design strategies and practices into the overall design process.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Stay abreast of new and innovative trends in the information architecture discipline as well as industry news and developments; work to build similar knowledge among other design and production team members.
- Assist project managers, account managers, and creative director in scoping and estimating projects, and presenting concepts to customer, when appropriate.

7. **DATA ARCHITECT**

A. **Minimum Requirements:**

- Expert/lead technical role
- Bachelor's or master's degree in Computer Science, Information Systems, or other related field or equivalent work experience
- Minimum 7 to 10 years of experience with large and complex database management systems
- 7+ years of experience with Oracle Database systems and SQL (Oracle 12.1)
- 7+ years of database design and Modeling
- 5+ years' experience in Data Warehousing
- Strong knowledge of application development and SQL query tuning
- Data Modeling (use of Erwin or other data modeling tools)
- Knowledgeable in most aspects of designing and constructing data architectures operational data stores and data marts
- Experience tuning SQL queries and databases for optimum performance
- Ability to analyze and solve complex database problems
- Demonstrated ability to work effectively with management, team members and users
- Leadership and/or management experience, including project management Experience ITIL
- Minimum 5 years dedicated experience in information architecture
- Experience conducting user research, including contextual inquiry and usability testing
- Superb writing and presentation skills
- An outstanding portfolio of detailed page schematics, functional specifications, interaction flows, site maps, navigation systems, and use case models and diagrams
- Ability to articulate business strategy and to balance these with user needs and technological constraints
- Demonstrated ability to manage internal customers and external vendors, communicate effectively and resolve issues
- Background in technical writing
- Background in software UI or system design Experience working in a collaborative environment
- Strong understanding of interactive technology and applied uses
- Strong aptitude for change management and ability to work within dynamic project constraints
- Ability to work independently, prioritize, and solve problems proactively
- Creativity and attention to detail
- Seasoned architect with solid knowledge of the current technology trends
- Ability to design complex enterprise software applications using design tools and methodologies
- Experience in the implementation of COTS packages
- Ability to guide teammates in Object Oriented development and act as a mentor
- Must have ability to work seamlessly with both large and small teams to design and develop complex strategic business software solutions
- Strong interpersonal and communication skills
- Excellent problems solving and team building skills
- Working knowledge of Database concepts, Testing types, Change and configuration management principles, User-interface design techniques and best practices, Object-oriented Systems Engineering (OOSE), "Gang of Four" design patterns, Software Architecture Principles
- Platforms and Products, Component-based development
- Strong skills in architecture, business process, information, and systems development; familiarity with data modeling, workflow, rules-based systems techniques and tools

B. **Essential Functions**

- Defines and plans database architectures for enterprise systems
- Works on multiple projects as a project leader or as the subject matter expert

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Works on projects/issues of high complexity that require in-depth knowledge across multiple technical areas and business segments
- Coaches and mentor's more junior technical staff
- Responsible for enterprise-wide data design, balancing optimization of data access with batch loading and resource utilization factors
- Design and build efforts for the data warehouse implementation and execution.
- Responsible for delivery of the technical architecture and solution based on the business requirements.
- Focuses on enterprise-wide data modeling and database design
- Defines data architecture standards policies and procedures for the organization structure attributes and nomenclature of data elements
- Applies accepted data content standards to technology projects
- Responsible for business analysis, data acquisition and access analysis and design
- Database Management Systems optimization recovery strategy and load strategy design and implementation
- Develop new database schema, including indexes and constraints

Page Break

8. **DATA WAREHOUSE DIRECTOR**A. **Minimum Requirements**

- Senior level management - oversees strategic planning and development of data warehouse solutions in partnership with technical and business leadership.
- Accountable for enterprise-wide results. Frequently reports to a Chief Information Officer or Chief Technology Officer.
- Responsible for the overall architecture, design, development, and maintenance of data warehousing and data mart systems and services for the entire enterprise's business function
- Bachelor's or master's degree in Computer Science, Information Systems, or another related field. Or equivalent work experience.
- Minimum 10 to 15 years of IT and business/industry work experience, with at least 3 years of leadership experience in managing multiple, large, cross-function teams and projects, and influencing senior level management and key stakeholders
- Experience in strategic planning, development, implementation and maintenance of large-scale integrated relational database systems
- Extensive knowledge and proven success in the implementation of **Datawarehouse** and Business Intelligence solutions.
- Demonstrated success in working effectively with internal business partners, vendors, and consultant resources. Strong interpersonal and relationship building skills.
- Experience with Oracle BI and Data tools (e.g., OBIEE, Oracle Multi-Dimensional Database/ESSBASE, etc.)
- Familiarity with integration tools (ETL and ESB) and architectures and combining multiple sources of data including cloud, ERP (NetSuite and Salesforce.com) as well as 3rd party data
- Familiarity with Predictive Data Analytics familiarity and tools (e.g., IBM SPSS)
- Excellent verbal and written communications skills and the ability to effectively articulate ideas and build alignment.
- Ability to step in and take ownership in a fast-paced results-oriented environment
- Knowledge of project management principles, methods and techniques. Project Management Professional (PMP) certification preferred but --not required. Familiarity with developing Agile DW-BI User Stories, Use Cases and Acceptance Criteria

B. **Essential Functions**

- Works closely with customers from a strategic perspective to identify and maximize opportunities to utilize data marts and/or data warehouse systems to improve business processes, promote the strategic use of information technology, and enable the work force to use technologies as a competitive tool
- Ensures the development of enterprise-wide standards for the Data Warehouse to ensure compatibility and integration of multi-vendor platforms
- Responsible for organizational balance and system coherency between front-end desktop/client environment and Data Warehouse back-end processing functions

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Provides corporate leadership, vision, and direction for data warehouse systems, in support of the enterprise's business objectives and requirements
- Ensure integration, scalability and supportability of BI and related DW infrastructure environment working with Infrastructure Support Services.

9. **DATA WAREHOUSE MANAGER**

A. **Minimum requirements:**

- Middle level management in the data warehouse function.
- Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience
- Typically has 7 to 10 years of IT work experience including managing team(s)
- Needed knowledge includes process and data modeling, data architectural development methodology, project management and extensive knowledge of data warehouses and data marts

B. **Essential Functions**

- Responsible for systems/applications development, database management systems and data warehouse development and management
- Works with the Business and Senior IT leadership to identify and establish information requirements, develop and implement data warehouse strategies that utilize data marts and/or data warehouse systems to enhance business processes and manage business intelligence
- Leads the activities of data warehouse project teams in the design, development and implementation of data warehouses and the configuration and auditing of data warehouses to ensure quality control of data
- Responsible for overseeing the development, operations and maintenance of data warehouse environment, including organizational balance and system coherency between front-end desktop/client environment and data warehouse back-end processing functions
- Provides guidance regarding the use of data warehouse system, capability of systems to deliver information, and subject matter expertise regarding current systems and emerging technology
- Optimizes the performance of enterprise business intelligence tools by defining data to filter and index that add value to the user
- Creates testing methodology and criteria
- Designs and coordinates a curriculum for coaching and training customers in the use of business intelligence tools to enhance business decision-making capability
- Develops standards, policies and procedures for the form, structure and attributes of the business intelligence tools and systems
- Develops data/information quality metrics
- Works under general direction of senior level management. Typically manages and mentors' supervisors, project leaders and/or technical staff. Works on multiple, complex projects as a project leader and a subject matter expert. Frequently reports to a Director, Data Warehouse or Director, Systems and Programming

10. **BUSINESS INTELLIGENCE ARCHITECT**

A. **Minimum Requirements:**

- Expert/lead technical role. Provides technical expertise and direction for the development of complex enterprise-wide business intelligence and decision support systems solutions.
- Minimum 7 to 10 years of experience with large and complex database management systems, business intelligence tools and systems
- Extensive knowledge and proven success in the implementation of Datawarehouse and Business Intelligence solutions.
- Experience with Oracle BI and Data tools (e.g., OBIEE, ROLAP, MOLAP... etc.)
- Familiarity with integration tools (ODI, Informatica and ESB) and architectures and combining multiple sources of data including cloud, ERP... etc.
- Familiarity with Predictive Data Analytics.
- Knowledge of project management principles, methods, and techniques. Project Management Professional (PMP) certification preferred but --not required. Familiarity with developing Agile DW-BI User Stories, Use Cases and Acceptance Criteria

B. **Essential Functions**

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Works with enterprise-wide business and IT senior management to understand and prioritize data and information requirements
- Solves complex technical problems
- Optimizes the performance of enterprise business intelligence tools by defining data to filter and index that add value to the user
- Creates testing methodology and criteria
- Designs and coordinates a curriculum for coaching and training customers in the use of business intelligence tools to enhance business decision-making capability
- Develops standards, policies and procedures for the form, structure and attributes of the business intelligence tools and systems
- Develops data/information quality metrics
- Research new technology and develops business cases to support enterprise-wide business intelligence solutions.
- Works on multiple projects as a project leader or sometimes as a business subject matter expert. Works on highly complex projects that require in-depth knowledge across multiple technical areas and business segments.
- Coaches and mentor's more junior technical staff. Bachelor's or master's degree in Computer Science, Information Systems, or other related field or equivalent work experience.
- Responsible for leading the design and support of enterprise-wide business intelligence applications and architecture

11. **DEVELOPER / ANALYST**

A. **Minimum Requirements:**

- Excellent written & verbal communication skills
- Proven analytical abilities
- Minimum 8+ years in computer programming in a similar technical environment
- Strong academic and/or business system background along with a displayed willingness and ability to learn Experience in software development using Oracle Developer tools (FORMS and REPORTS), PL/SQL and PRO*C is a must
- Computer programming concepts including thorough knowledge of "SQL", "C", Structured coding techniques, and UNIX/NT operating systems. Also has a familiarity with structured methodology
- Experience with Business Applications, Relational Database systems, client/server, and web development tools
- Good working knowledge of project life cycle methodology and prevalent project planning tools.
- Experience working on large-scale integration into diverse legacy and web-based systems a plus.
- Good knowledge of structured analysis techniques.
- Proven ability to converse with and drive requirements for the technical delivery team.
- Exposure to a wide range of technical environments, teams and processes will be advantageous.
- Should have specific knowledge and work experience in two or more of the following Business areas:
 - County Government
 - Finance (GL, AP, AR, FA, etc.)
 - Support Functions (HR, Legal, etc.)
- A large degree of independence and motivation to learn is essential for success.
- Developer should have strong problem and issue resolution skills and must be able to be involved in multiple projects at the same time.
- Must be able to write design specifications for software extracts; create process flow diagrams and manage project tasks to the project plan.
- Should have good organization skills, be able to prioritize multiple activities and objectives in a rapidly changing environment and deliver quality service and must be able to work closely with project team users, vendors, and technical professional.
- Developer must be committed to providing exceptional customer service and responding to user needs in a prompt, courteous manner.
- Must be able to convey complex technical concepts and user needs to 'lay' individuals, as well as communicate technical issues and solutions in business terms.
- Must have a high commitment of detail and accuracy. Must have a positive attitude and be willing to learn new skills.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Must possess the ability to maintain a high level of energy and creativity while working independently or as part of a team.

B. Essential Functions

- Individual will be part of a team - performs analysis, design and directs development and implementation for delivering the County's vision of an enterprise-wide system solution by applying selected technologies.
- Client's Interaction - Communicates with clients' users to develop definition, test results and problem resolution both on a written and oral basis
- Assists in producing technical design and system definition documentation
- Under general supervision, analyze broad range of business systems requirements and technical specifications, including evaluating and documenting various system processing and business logic options
- Prepares design specifications from which programs can be written
- Assists in most phases of application analysis/design Development / Programming
- Able to direct developers with coding, testing, debugging programs from design specifications, requires only small amount of technical assistance.
- Creates test data, testing conditions, and correcting programming and design errors

12. TESTER / TECHNICAL WRITER

A. Objective:

Responsible for system testing activities, including writing test plans, completing automated testing needs, working with Programmers to troubleshoot any testing issues and provide testing results documentation to the development team. Responsible for quality assurance of software. This position works closely with the Project Manager, Business Analyst, Technical Project Manager and Technical Lead to proactively define testing strategies and test plans, execute test scripts and follow through on the prioritization and resolution of defects. Work closely with the Project Manager/ Business Analyst, Technical Project Manager and Technical Lead to define test plans based on business analyst requirements and functional specifications. Test plans will include unit, integration, regression, performance and other tests as required. Determine test scripts based on anticipated user interaction and system requirements. Determine scheduling of tests and defect resolution consistent with the overall project schedule. Update and prioritize tests in coordination with the Project Manager based on changing business requirements, communicate clearly the manifestation of defects to developers in order to resolve them as quickly as possible. Prioritize defects for resolution in coordination with the technical team. Test and verify defect repairs and follow-up using defect tracking tools or any other methodology implemented by the client.

B. Minimum Requirements

- 5+ years working experience designing, developing, configuring, implementing, and supporting documentation and/or computer validation documentation
 - 3+ years working experience writing technical equipment, software, or business process documentation.
 - Execution or functional testing of documentation.
 - Demonstrated ability to work independently and experience working with distributed project teams
 - Strong oral and written communication skills,
 - Excellent interpersonal/organizational skills,
 - Ability to work within a team environment (this person will need to develop team chemistry to drive results).
 - Highly detailed oriented with extensive analytical and quantitative skills.
 - Successful demonstration of pro-actively identifying and communicating tasks and following-through; a self-starter.
 - Extensive experience with MS Office, Visio, technical drawing, and document management and automation tools is needed.
 - Ability to follow written directions, communicate test results clearly in written form, and understand/apply relevant standards to testing projects.
 - Experience in performance testing, quality assessment and metrics, process analysis.
- Intermediate level - broad experience and used successfully on several projects.
- Experience defining and executing test cases in an iterative development environment
 - Development of and execution of Test Plans

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- Perform functional and system testing (Functional tests, UI Tests, Security Tests, Configuration Tests, Defect Verification Tests, Performance Tests and Regression Tests)
- Document/Manage issues
- Experience creating ad hoc queries/reports using MS Access or SQL Tools
- Project Management Experience
- Experience with Automated test tool experience Performance/Load Testing
- Experience Testing on a large-scale project
- Excellent Written and Verbal Communication
- Excellent Customer Service

13. **TECHNICAL CONSULTANT / ARCHITECT SENIOR TECHNICAL ANALYST**

A. **Objective:**

The Technical Consultant is responsible for technology adoption and technical consulting for customers who could benefit from use products in hybrid and process applications. This will provide a foundation for Pinellas County's demonstration of excellence and application knowledge in process related industries. Typical activities include Proof of Concept programming, process system design review, technical presentation, application note development, and system startup support. Advanced application knowledge and other software as they relate to process application.

B. **Minimum Requirements**

- Focus on long-term technology adoption activity at customer sites.
- Act as undisputed expert in the application of products in markets served.
- Participate in Project Kick-off and Status meetings
- Execute proof of concept program design
- Support Process customers with development of engineering standards, methods and guidelines related to the application technologies
- Spearhead the exchange of best practices within the customer as well as provide feedback from application experience
- Manage customer product expectations and obtain product and systems requirements through direct customer interaction.
- Provide focal point for direct communication with business in matters regarding technical customer or product issues. Examples include technical requirements definition, beta site evaluation
- Provide product configuration analysis for new or existing customer systems
- Develop and execute proper complementary training of customer personnel on features / benefits, capabilities, performance, and applications specific to his application. This is in addition to the standard product training the customer should follow separately.
- Understand market and control system trends. Have insight into the actions the business must take to capitalize on these trends
- Team and communicate effectively on projects requiring coordination.
- Work with Vendors to create product demonstrations that highlight a particular set of features.
- Write application notes that present a technical solution for special application requirements, product quality concerns, product updates and application specific training.
- Establish a reputation for excellence and knowledge of applied automation technology.
- Strong knowledge of technical software concepts and an ability to quickly understand product functionality in the context of its business application
- Demonstrated ability to learn quickly and adapt to constant change
- Above-average business skills including the ability to quickly understand a client's business and apply that understanding to software implementations that create maximum business value for the client
- Well-developed oral and written communication skills, including detail-oriented business writing and the ability to convey complex technical information accurately and at an appropriate level of detail
- Exceptional ability to capture and document detailed business objectives and system requirements
- At least 4 years of hands-on participation in the analysis, design, integration, testing, documentation, training and production deployment of complex data management and/or analysis systems for clients
- Demonstrated ability and willingness to perform as a team member on multiple projects simultaneously

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- Exceptional interpersonal and customer relationship management skills, including the mature judgment required to manage relationships
- Demonstrated skills in the analysis of business or intelligence data as well as a working knowledge of one or more database management systems and a related ETL tool
- Proven ability to work effectively in a fast-paced, dynamic team environment with high expectations for quality and a deadline-beating mentality
- Proven ability to manage conflicting expectations of multiple client stakeholders on complex projects

14. **DATA MODELER**

A. **Minimum Requirements**

- Qualified candidates will have at least 5 years database expertise
- 2 years' experience in data modeling.
- Data Modeler will be experienced in the use a variety of data modeling and warehousing methods to develop data models for end-user evaluation
- Experience should include Oracle DB, MS SQL, dimensional and relational data modeling, performance techniques, data integration, and lifecycle documentation techniques.

15. **DATABASE ADMINISTRATOR**

A. **Objective:**

The DBA resolves all database-related issues and works closely with the Development, Project Management and staff to document business requirements, and independently to create database related cost estimates. The DBA performs database design reviews to enforce best practices and standards and may develop detailed logical data models. The DBA's support activities include analyzing, testing, and implementing physical database designs to support various business applications. The DBA is required to work with customers of varying technical levels in a high-pressure and complex environment.

B. **Minimum Requirements**

- Must be a motivated self-starter and able to perform job responsibilities and lead database related projects with little or no direct supervision. Must have excellent written and oral communication skills.
- Bachelor's degree
- 7+ yrs. experience as a Database Administrator
- A minimum of 3 years' experience in SQL Server and Oracle Database Administration.

16. **SYSTEM / NETWORK ADMINISTRATOR**

A. **Essential Functions**

- Support mission critical production in Windows 2007 and 2010 systems Environment; perform routine System/Network administration functions including: OS tuning, performance monitoring, security monitoring, and system upgrades.
- Responsible for participating in the installation and implementation of all systems.
- Design, setup and daily management of MS Windows Server (2000, 2003), MS Windows Server (2003) terminal servers and MS SQL Server (2007).
- Direct administrative experience with TCP/IP networking and LAN/WAN and Direct administrative experience with Cisco Switches, Cisco Routers, and Watch guard firewall.
- Supporting the company on technical issues
- Installing new software applications and updating licenses
- Inventory Management.
- Setting up new users' workstations, desktops and telephones
- Assisting in workflow optimization with technical improvements

B. **Minimum requirements:**

- A self-starter and be willing to manage multiple tasks.
- Will need to possess self-confidence and a good problem-solving skill.
- Must have vast experience with Active directory and direct administrative experience with MS Exchange 2000 and 2003 including exchange disaster recovery.

ATTACHMENT 2 – POSITION DESCRIPTIONS AND REQUIREMENTS
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- Direct administrative experience with TCP/IP networking and LAN/WAN and Direct administrative experience with Cisco Switches, Cisco Routers, and Watch guard firewall.

17. **WEB INTERFACE DESIGNER**

A. Objective:

The Web Interface Designer is the important link between the development of functional web components and our users (with and outside of the organization). This position and skill set essentially manifests itself in a role of a user advocate; creating thoughtful, well organized, and visually pleasing user interfaces for web applications. Gathering business requirements for web applications. Rationalize and analyze business requirements to determine root business problems and needs to be addressed in application/user interface design. Creates pre-development design plans to meet user/client needs. Coordination with web developers in design and development of web applications. Develop and maintain a set of web design and interface standards for the organization

B. Minimum Requirements:

- Strong functional design skills coupled with aesthetic design applications
- Understanding of application and user interface design principles and methodologies
- Applied knowledge of Internet applications (e.g. browsers) their similarities and differences
- Applied knowledge of Microsoft Office tools
- Strong written and verbal communication skills with the ability to deliver complex technical concepts to businesspeople in a clear, concise manner
- Ability to critically evaluate business requirements to understand the root business problems and needs
- Applied knowledge of web scripting languages such as PHP, ASP, or JSP
- Ability to work within and around the architecture of dynamic web applications to implement design plans.
- Experienced in Flash, Photoshop, Illustrator, Dreamweaver
- Web Programmer (any combination of) HTML, Action Script, Dreamweaver, JavaScript, Java, CSS, ASP, SQL, PHP, NET, C++, ColdFusion