AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of September 14, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 5, 2017, by and between UTILITY SOLUTIONS PARTNERS, LLC, a California limited liability company, with a place of business at 10824 Olson Drive, Suite C-305, Rancho Cordova, California 95670 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the purchase of managed services to provide maintenance and integration support related to the City's utility systems ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1.   SCOPE OF WORK OR SERVICES.

    A.   Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed Four Million Forty-Four Thousand Five Hundred Ninety-Five Dollars ($4,044,595) for the term October 1, 2017 to September 30, 2018, and Two Million Two Hundred Eighty-Six Thousand One Hundred Dollars ($2,286,100) annually thereafter, at the rates or charges

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shown in Exhibit "B".

B.   City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C.   Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D.   By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received

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1   from the City.

2   E.   Contractor must adopt reasonable methods during the life of

3   the Agreement to furnish continuous protection to the work, and the equipment,

4   materials, papers, documents, plans, studies and other components to prevent

5   losses or damages, and will be responsible for all damages, to persons or property,

6   until acceptance of the work by the City, except those losses or damages as may

7   be caused by the City's own negligence.

8   F.   CAUTION: Contractor shall not begin work until this

9   Agreement has been signed by both parties and until Contractor's evidence of

10   insurance has been delivered to and approved by City.

11   2.   TERM. The term of this Agreement shall commence at midnight on

12   October 1, 2017, and shall terminate at 11:59 p.m. on September 30, 2020, unless sooner

13   terminated as provided in this Agreement, or unless the services or the Project is

14   completed sooner.

15   3.   COORDINATION AND ORGANIZATION.

16   A.   Contractor shall coordinate its performance with City's

17   representative, if any, named in Exhibit "C", attached to this Agreement and

18   incorporated by this reference.   Contractor shall advise and inform City's

19   representative of the work in progress on the Project in sufficient detail so as to

20   assist City's representative in making presentations and in holding meetings on the

21   Project. City shall furnish to Contractor information or materials, if any, described in

22   Exhibit "D", attached to this Agreement and incorporated by this reference, and shall

23   perform any other tasks described in the Exhibit.

24   B.   The parties acknowledge that a substantial inducement to City

25   for entering this Agreement was and is the reputation and skill of Contractor's key

26   employee, Steven Casazza. City shall have the right to approve any person

27   proposed by Contractor to replace that key employee.

28   4.   INDEPENDENT CONTRACTOR.   In performing its services,

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Contractor is and shall act as an independent contractor and not an employee, representative or agent of City. Contractor shall have control of Contractor's work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Contractor acts in accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Contractor expressly warrants that neither Contractor nor any of Contractor's employees or agents shall represent themselves to be employees or agents of City.

     5.   INSURANCE.

     A.   As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain, at Contractor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

     (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than $1,000,000 per each occurrence and $2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance

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shall contain no special limitations on the scope of protection given to City,
its boards and commissions, and their officials, employees and agents. This
policy shall be endorsed to state that the insurer waives its right of
subrogation against City, its boards and commissions, and their officials,
employees and agents.

(b) Workers' Compensation insurance as required by the California
Labor Code and employer's liability insurance in an amount not less than
$1,000,000. This policy shall be endorsed to state that the insurer waives
its right of subrogation against City, its boards and commissions, and their
officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an
amount not less than $1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope
to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
amount not less than $500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or
deductible must be separately approved in writing by City's Risk Manager or
designee and shall protect City, its officials, employees and agents in the same
manner and to the same extent as they would have been protected had the policy
or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage
shall not be reduced, non-renewed or canceled except after thirty (30) days prior
written notice to City, shall be primary and not contributing to any other insurance
or self-insurance maintained by City, and shall be endorsed to state that coverage
maintained by City shall be excess to and shall not contribute to insurance or self-
insurance maintained by Contractor. Contractor shall notify City in writing within five
(5) days after any insurance has been voided by the insurer or cancelled by the
insured.

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D.   If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Contractor guarantees that Contractor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E.   Contractor shall require that all sub-contractors or contractors that Contractor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F.   Prior to the start of performance, Contractor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Contractor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Contractor and Contractor's sub-Contractors and contractors, at any time. Contractor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

G.   Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Contractor, Contractor's sub-Contractors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H.   The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Contractor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

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6.   ASSIGNMENT AND SUBCONTRACTING.   This Agreement contemplates the personal services of Contractor and Contractor's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Contractor and Contractor's employees. Contractor shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Contractor may with the prior approval of the City Manager of City, assign any moneys due or to become due Contractor under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Contractor shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved sub-Contractor or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Contractor from employing as many employees as Contractor deems necessary for performance of this Agreement.

7.   CONFLICT OF INTEREST. Contractor, by executing this Agreement, certifies that, at the time Contractor executes this Agreement and for its duration, Contractor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Contractor shall obtain similar certifications from Contractor's employees, sub-Contractors and contractors.

8.   MATERIALS. Contractor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Contractor's obligations under this Agreement, except as stated in Exhibit "D".

9.   OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Contractor or furnished to Contractor in connection with this Agreement, including but not limited to documents, estimates, calculations,

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studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Contractor. Copies of Data may be retained by Contractor but Contractor warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Contractor for services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Contractor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Contractor acknowledges and agrees that City's obligation to make final payment is conditioned on Contractor's delivery of the Data to City.

11. CONFIDENTIALITY. Contractor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Contractor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Contractor shall not disclose any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor

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1 knew prior to the time City disclosed it; or (b) is or becomes publicly available without

2 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does

3 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant

4 to subpoena or court order.

5   13.   ADDITIONAL SERVICES. The City has the right at any time during

6 the performance of the services, without invalidating this Agreement, to order extra work

7 beyond that specified in the RFP or make changes by altering, adding to or deducting from

8 the work. No extra work may be undertaken unless a written order is first given by the City,

9 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.

10 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in

11 the time to perform of One Hundred Eighty (180) days or less, may be approved by the

12 City Representative. Any greater increases, taken either separately or cumulatively, must

13 be approved by the City Council. It is expressly understood by Contractor that the

14 provisions of this paragraph do not apply to services specifically set forth in the RFP or

15 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that

16 the services to be provided pursuant to the RFP may be more costly or time consuming

17 than Contractor anticipates and that Contractor will not be entitled to additional

18 compensation for the services set forth in the RFP.

19   14.   RETENTION OF FUNDS. Contractor authorizes the City to deduct

20 from any amount payable to Contractor (whether or not arising out of this Agreement) any

21 amounts the payment of which may be in dispute or that are necessary to compensate the

22 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for

23 which the City may be liable to third parties, by reason of Contractor's acts or omissions in

24 performing or failing to perform Contractor's obligations under this Agreement. In the event

25 that any claim is made by a third party, the amount or validity of which is disputed by

26 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the

27 City may withhold from any payment due, without liability for interest because of the

28 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the

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1 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,

2 indemnify and protect the City as elsewhere provided in this Agreement.

3   15.   AMENDMENT. This Agreement, including all Exhibits, shall not be

4 amended, nor any provision or breach waived, except in writing signed by the parties which

5 expressly refers to this Agreement.

6   16.   LAW. This Agreement shall be construed in accordance with the laws

7 of the State of California, and the venue for any legal actions brought by any party with

8 respect to this Agreement shall be the County of Los Angeles, State of California for state

9 actions and the Central District of California for any federal actions. Contractor shall cause

10 all work performed in connection with construction of the Project to be performed in

11 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,

12 county or municipal governments or agencies (including, without limitation, all applicable

13 federal and state labor standards, including the prevailing wage provisions of sections 1770

14 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire

15 marshal, health officer, building inspector, or other officer of every governmental agency

16 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be

17 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in

18 conflict with any applicable laws, but the remainder of the Agreement will remain in full

19 force and effect.

20   17.   PREVAILING WAGES.

21   A.   Consultant agrees that all public work (as defined in California

22 Labor Code section 1720) performed pursuant to this Agreement (the "Public

23 Work"), if any, shall comply with the requirements of California Labor Code sections

24 1770 *et seq.* City makes no representation or statement that the Project, or any

25 portion thereof, is or is not a "public work" as defined in California Labor Code

26 section 1720.

27   B.   In all bid specifications, contracts and subcontracts for any

28 such Public Work, Consultant shall obtain the general prevailing rate of per diem

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wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

18. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

19. INDEMNITY.

A. Consultant shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Consultant's duty to indemnify, Consultant shall

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1   have a separate and wholly independent duty to defend Indemnified Parties at

2   Consultant's expense by legal counsel approved by City, from and against all

3   Claims, and shall continue this defense until the Claims are resolved, whether by

4   settlement, judgment or otherwise. No finding or judgment of negligence, fault,

5   breach, or the like on the part of Consultant shall be required for the duty to defend

6   to arise. City shall notify Consultant of any Claim, shall tender the defense of the

7   Claim to Consultant, and shall assist Consultant, as may be reasonably requested,

8   in the defense.

9   C.   If a court of competent jurisdiction determines that a Claim was

10   caused by the sole negligence or willful misconduct of Indemnified Parties,

11   Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the

12   court determines sole negligence by the Indemnified Parties, or (2) reduced by the

13   percentage of willful misconduct attributed by the court to the Indemnified Parties.

14   D.   The provisions of this Section shall survive the expiration or

15   termination of this Agreement.

16   20.   FORCE MAJEURE. If any party fails to perform its obligations

17   because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain

18   labor or materials or reasonable substitutes for labor materials, governmental restrictions,

19   governmental regulations, governmental controls, judicial orders, enemy or hostile

20   governmental action, civil commotion, fire or other casualty, or other causes beyond the

21   reasonable control of the party obligated to perform, then that party's performance will be

22   excused for a period equal to the period of such cause for failure to perform.

23   21.   AMBIGUITY. In the event of any conflict or ambiguity between this

24   Agreement and any Exhibit, the provisions of this Agreement shall govern.

25   22.   NONDISCRIMINATION.

26   A.   In connection with performance of this Agreement and subject

27   to applicable rules and regulations, Contractor shall not discriminate against any

28   employee or applicant for employment because of race, religion, national origin,

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1   color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or

2   disability. Contractor shall ensure that applicants are employed, and that employees

3   are treated during their employment, without regard to these bases. These actions

4   shall include, but not be limited to, the following: employment, upgrading, demotion

5   or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

6   or other forms of compensation; and selection for training, including apprenticeship.

7   23.   <u>EQUAL BENEFITS ORDINANCE</u>. Unless otherwise exempted in

8   accordance with the provisions of the Ordinance, this Agreement is subject to the

9   applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

10   Long Beach Municipal Code, as amended from time to time.

11   A.   During the performance of this Agreement, the Consultant

12   certifies and represents that the Consultant will comply with the EBO. The

13   Consultant agrees to post the following statement in conspicuous places at its place

14   of business available to employees and applicants for employment:

15   "During the performance of a contract with the City of Long Beach, the

16   Consultant will provide equal benefits to employees with spouses and its

17   employees with domestic partners. Additional information about the City of

18   Long Beach's Equal Benefits Ordinance may be obtained from the City of

19   Long Beach Business Services Division at 562-570-6200."

20   B.   The failure of the Consultant to comply with the EBO will be

21   deemed to be a material breach of the Agreement by the City.

22   C.   If the Consultant fails to comply with the EBO, the City may

23   cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

24   to become due under the Agreement may be retained by the City. The City may

25   also pursue any and all other remedies at law or in equity for any breach.

26   D.   Failure to comply with the EBO may be used as evidence

27   against the Consultant in actions taken pursuant to the provisions of Long Beach

28   Municipal Code 2.93 et seq., Contractor Responsibility.

E.   If the City determines that the Consultant has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Consultant in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

24.   NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

25.   COVENANT AGAINST CONTINGENT FEES. Contractor warrants that Contractor has not employed or retained any entity or person to solicit or obtain this Agreement and that Contractor has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Contractor breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

26.   WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

27.   CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.

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28. <u>TAX REPORTING</u>. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Contractor acknowledges and agrees that City has no obligation to pay Contractor until Contractor provides one of these numbers.

29. <u>ADVERTISING</u>. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

30. <u>AUDIT</u>. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Contractor relating to this Agreement.

31. <u>THIRD PARTY BENEFICIARY</u>. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

UTILITY SOLUTIONS PARTNERS, LLC, a California limited liability company

SEPTEMBER 25th , 2017

By _____
Name STEVEN P. CASAZZA
Title President

_____ , 2017

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation Assistant City Manag

Sept. 28 , 2017

By _____
Tom Modica City Manager

EXECUTED PURS
SECTION 301 OF
THE CITY CHARTER.

"City"

This Agreement is approved as to form on __Sept. 27__ , 2017.

CHARLES PARKIN, City Attorney

By _____
Deputy

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EXHIBIT "A"

Scope of Work

USP
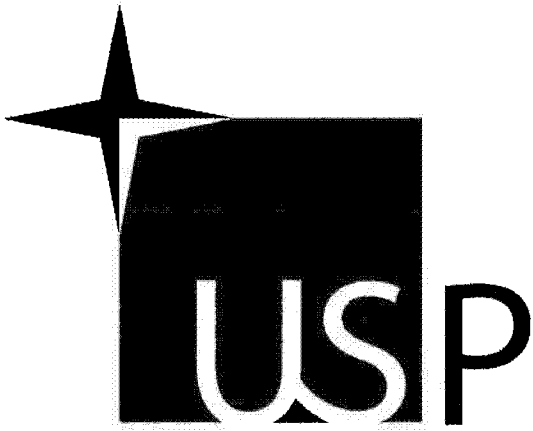
U T I L I T Y
S O L U T I O N S
P A R T N E R S

STATEMENT OF WORK #1

ORACLE CC&B/MWM INTEGRATION MANAGED SERVICES

FOR CITY OF LONG BEACH, CA

TABLE OF CONTENTS

1. CONTRACTUAL STATEMENT

1.1 This Statement of Work ("Statement of Work" or "SOW") between Utility Solutions Partners, LLC ("USP") and City of Long Beach, CA ("City") is part of and subject to the terms of the Agreement ("Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Defined terms shall carry the meaning provided in the Agreement unless otherwise noted herein. If there is a conflict between the Agreement and this SOW, the terms of the Agreement shall prevail except to the extent this SOW specifically supersedes a provision of the Agreement.

1.2 USP will begin to perform the Services and develop the Deliverables described in this SOW at a mutually agreed upon date following the execution of the Agreement and this SOW by both parties and shall complete the Services and Deliverables defined in this SOW, subject to the terms of this SOW, any amendments of this SOW and any approved Change Requests. The Change Management Process described in 1.7 of the SOW. Deliverables are defined as Process, Software or Documentation and each Deliverable is specified in the Acceptance Criteria sections within the SOW.

1.3 The parties agree to a timeline that covers the three key Services categories; Core Production Support Services, Stabilization Project, and Flexible Bucket of Hours. The SOW is three years in length, with two (1) one year extension options. The agreement period is expected to commence in October 2017, or at such time agreeable to the parties.

1.4 The success of achieving this SOW is dependent on both parties completing their assigned tasks for interim and over-all milestones. City & USP Support Manager's shall create and update complementary risk and resource log as part of the managed services planning to address as many know conflicts in advance and update as new conflicts surface. City is responsible for all deliverables or impacts upon the timelines to the extent caused by complementary projects which impact the SOW activities. The Support Managers will review

the cause of any delay and determine ownership and cost implications based on agreed upon responsibility.

1.5 Each Phase within this SOW has completion criteria which distinctly defines the Deliverables and/or Services to be accomplished during that Phase and the method of acceptance. Once a Phase is deemed completed and formal approval has been given to proceed to the next Phase, any change to a Deliverable previously accepted will be handled using Change Management Process described in 1.7. A completed phase that has been mutually agreed upon as complete however has accepted exceptions may impact agreed amount of scheduled payment.

1.6 Upon completion and acceptance of any Deliverable or Service, USP shall provide an Acceptance Certificate attached as Exhibit A-1 to the SOW to City. USP will demonstrate that the Deliverable or Service conforms to the description specified for such Deliverable or Service using the Acceptance process described in 1.7. City is responsible for any additional review and testing of such Deliverable in accordance with any mutually agreed test scenarios or scripts. Any conflict arising from the Acceptance Process will be addressed as specified in the Escalation Process set forth in 1.7.

1.7 Acceptance; Change Orders; and Escalation

(a) Acceptance. Each Deliverable and performance of Services shall be subject to a verification of acceptability by City in accordance with this SOW. City shall have ten (10) business days (or such longer period that the City and USP shall mutually agree) after USP submits a **Acceptance Certificate** in the form attached hereto as Exhibit A-1 (the "**Acceptance Period**") to determine whether the Deliverable or Service identified in such Acceptance Certificate conforms in all material respects to the applicable SOW. By the end of the Acceptance Period, City shall notify USP in writing regarding whether City accepts the Deliverable or Service by countersigning the applicable Acceptance Certificate or rejects it based on a failure to conform in all material respects to the applicable SOW (a "**Rejection Notice**" Exhibit A-2). If City fails to provide to USP either type of written notice within ten (10) business days after the end of the Acceptance Period, USP shall

provide an additional written notice (to be directed specifically to the
City Sponsors), and if City fails to provide to USP either type of written
notice for an additional period of five (5) business days thereafter, the
Deliverable or Service shall be deemed accepted. If City rejects any
Deliverable or Service during the Acceptance Period, City's Rejection
Notice shall contain a written list of the material non-conformities. USP
shall thereafter make commercially reasonable efforts to correct,
repair or modify the Deliverable or re-perform the Service (which shall
be at no additional cost to City to the extent that the non-conformities
arose from USP's errors, omissions or failure to perform in accordance
with this SOW) so it conforms in all material respects to this SOW (but
in no event, shall such corrective measures exceed thirty (30)
business days). USP shall then notify City in writing when the
Deliverable or Service is ready for further acceptance evaluation for an
additional ten (10) business day Acceptance Period (or such longer
period as the Parties shall mutually agree), and the acceptance
process described above shall repeat. If by the end of the second
Acceptance Period the Deliverable, as revised, or Service, as re-
performed, still does not conform in all material respects to the
applicable SOW, then City may either (i) request in writing that USP
repeat the aforementioned correction process (which shall be at no
additional charge to City to the extent that the non-conformities arose
from USP's errors, omissions or failure to perform in accordance with
this SOW), or (ii) terminate the relevant SOW in writing without
obligation to USP for any costs or expenditures relating to the non-
conforming Deliverable or Service. If City fails to provide to USP either
type of written notice within twenty (20) business days after the end
of the second Acceptance Period, USP shall provide an additional
written notice (to be directed specifically to the City Sponsors), and if
City fails to provide to USP either type of written notice for an
additional period of five (5) business days thereafter, the Deliverable
or Service shall be deemed accepted. In the event of termination
under this provision, USP shall refund to City, within ten (10) business
days of written notice of termination, all sums paid to USP by City
under the applicable SOW for the non-conforming Deliverable or
Service. Any disputes related to acceptance of a Deliverable or
Service shall be addressed through the escalation process set forth in

(c) Escalation below. There may be circumstances where the City may require additional time to review the deliverable, and the City shall notify USP in those circumstances.

(b)   Change Management Process. City and USP shall each have the right to request from the other, or to itself produce in writing, a change to the schedule, fees, payment schedule and other aspects of projects described in this SOW. A change to an SOW must be done in accordance with the following procedure:

(i) Change Order ("CO") Initiated by City or USP. City or USP may initiate the CO process if in its reasonable opinion, the scope of its work has increased or decreased or is likely to increase or decrease beyond that which has been agreed in the SOW, or its work is delayed or disrupted by the other Party, a third party, USP or any other cause or circumstance beyond the initiating Party's control.

(ii) Initial Request by City or USP. City Support Manager or USP Support Manager shall initiate the CO process by completing a Change Order Form ("COF") in the form attached hereto as Exhibit B. The initiating Support Manager shall assign an unused consecutive number to the COF, and the COF shall contain the reason for the change being requested, any constraints or assumptions the initiating Party desires relative to the change, an initial estimate of the cost, estimated potential impact on schedule and risk for the project, and whether a Change Order Analysis ("COA") is required, along with an estimate of the amount of effort and expense required to perform the COA. If USP determines that the expense of a COA should be borne by City, the COA shall be addressed as an independent COF.

(iii)   Report of Approved COA. Upon completion of a COA approved in writing by both Parties, USP shall update the COF to describe the change, the rationale for the change, the cost charged for the change, any delay in the schedule as a result of the change, the known risk associated with the change if any, the effect the change will have on the project, and any other relevant factors, to the extent known.

(iv) Approval or Disapproval of COF by City Authorized Signatory.
Within ten (10) business days after receiving each COF, City
Support Manager shall notify USP Support Manager in writing of
City's decision by approval or disapproval of the COF, or, if a COA is
required, within ten (10) business days or other time frame as
agreed to by the City and USP. after receiving the updated COF
based on the completed COA. In the event project changes
reflected in a COF are acceptable to City's Support Manager, City's
Support Manager will obtain the final approval of the COF as
submitted with the required City approval signatures, and deliver
the executed COF to USP. Approval of each COF shall signify City's
agreement and acknowledgment of the cost and other elements in
the COF. Either Party may, in its sole opinion, deem that the
disapproval of any COF has resulted in a dispute, which is to be
addressed in accordance with (c) Escalation below.

(v) SOW Amendment. All project COFs that are duly executed by the
authorized representatives of City and USP are hereby incorporated
by reference into the applicable SOW and shall be subject to the
provisions of the Agreement to the same extent and with the same
effect as if originally set forth herein.

(c) Escalation. The following escalation process will be followed if a
dispute between the Parties arises during the performance of the
SOW:

(i) When a dispute arises between the Parties, the team
member(s) will first seek to work out the problem at the team
level;

(ii) Level 1: If the team cannot resolve the dispute within two (2)
business days, the Parties' respective Managers will meet to
try to resolve the issue;

(iii) Level 2: If the dispute is not resolved within three (3)
business days after being escalated to Level 1, the Parties'
respective Business Stakeholders will meet to try to resolve
the issue;

(iv)   <u>Level 3</u>: If the dispute is not resolved within three (3) business days after being escalated to Level 2, the Parties' respective Steering Committee members, and President for USP will meet to try to resolve the issue;

(v)   If the dispute still is not resolved by either Level 1, 2 or 3 escalation, either Party may petition a court of competent jurisdiction for resolution in accordance with the Agreement; and

(vi)   During any dispute resolution, the Parties agree to continue implementation relating to items not in dispute, pending resolution of the issue.

1.8   The parties acknowledge that City licenses CC&B and MWM as a product from Oracle Corporation. As such, USP does not warrant or imply any warranties associated with its performance functionally or technically, or supported platforms as documented in release notes or other Oracle product documentation. USP will make its best efforts to assist City with identifying and resolving any product issues, functional or technical, through Oracle's established support mechanisms.

1.9   For weeks where travel is required, the resources shall be onsite for 32 hours per week during business hours, defined as 7:30 A.M. to 4:30 P.M. (PST) Monday through Friday. Changes may be granted with written approval by the City. The City recognizes that travel on-site during federal and state holidays may be impractical at times. USP and the City will jointly develop a travel and support schedule that meets the onsite contractual commitments and supports the needs of the City while considering these holiday periods.

1.10 The City shall not be charged for executive management oversight or offshore project management of offshore resources. This includes time spent supporting the project and travel expenses.

1.11 USP shall provide an interim backfill for unforeseen circumstances. The City may request an interview before the backfill is approved. For vacation/absence of longer than 5 consecutive days, USP must provide 6 weeks' notice to the City. For shorter vacations, at least 1 weeks'

notice is required. For any vacation/absence or sick time taken, USP must provide a backfill that has been reviewed and accepted by the City.Only when USP has not provided the notice to the City as specified above (6 weeks for 5 days or longer vacation/absence, 1 week for less than 5 days absence/vacation), will four (4) Service Credits will be applied for each interim backfill per day that they are assigned to the project and eight (8) Service Credits will be applied for each day where neither an interim or named resource is assigned to the Core Production Support team.

1.12 The City must be made whole for excessive sick time and/or cancelled onsite time, this will be accommodated through additional onsite time, and/or additional Service Credits. For sick days of 3 or more consecutive business days (excluding weekends) or more than 5 sick days taken within 90 calendar days, eight (8) Service Credits will be applied for each day a team member is not able to support the City. For cancelled onsite time where USP is not able to meet the onsite commitment define in Section 4 Statement of Work (Stage 2: Core Productions Support Services), then 15 Service Credits will be applied per individual trip. These will be discussed and approved by the City Support Manager.

1.13 USP has a Long Term Assignment Tax policy of allowing employees and sub-contractors a 4 (four) week break from traveling on site within a 12-consecutive month period. The City agrees to allow this policy and it is not considered vacation time. The Core Production Support staff may work remotely with proper scheduling, lead time and prior approval from the City, however this approval will not be unreasonably withheld. If necessary, USP may provide an on-site backfill during this period. USP and the City will work on a schedule to ensure that this is staggered so that there is onsite coverage, and that the schedule meets the onsite contractual commitments.

1.14 The City and USP understand that the resource assignments and pricing is based on the USP teams experience with the application, with the City and the number of years working with CC&B and MWM. Backfill or replacement resources will have at least the equivalent

experience and years working with the applications and similar utilities as the resource they are replacing. In some circumstances, the City may elect to relax this rule, and may agree to the backfill meeting the minimum criteria for the role they will be performing as defined in the table below. USP must send optional backfill resumes to the City for review and approval prior to assigning them to the project. The City may conduct an interview before the backfill is approved.

Role	Minimum years of experience
Support Manager	4 years with CC&B (MWM is an added advantage)
CC&B Functional Architect	8 years with CC&B, with experience as a lead architect
CC&B Designer	5 years with CC&B, and development background
MWM Architect	3 years with Oracle MWM in an architect role
Technical Architect (CC&B / MWM)	3 years with CC&B and 2 years Oracle MWM performing technical services (Sys Amin)
Designers/ Developers	3 years with CC&B and 2 years Oracle MWM. Must have Crystal reports skills.

2. OVERVIEW

The primary objective of this SOW is to provide City with Services for maintaining the City's key utility software including the Customer Care and Billing System ("CC&B"), Mobile Workforce Management ("MWM"), and integration ("Utility Software Systems"). USP will provide a support team (combination of named and pool of resources) to support City with maintaining the Utility Software Systems, making recommendations to improve overall performance and current business processes, design, develop and test enhancements / extensions as identified by City.

The scope for the project for the required Services is categorized as follows:

- Core Production Support Services

  o Named resources that are dedicated to Core Production Support Services only (with exception of the Support Project Manager)

  o Transition and steady state.

  o Technical support services (batch and environment support, configuration management, upgrades/patches/fixes, performance tuning, etc.)

  o Functional support services (configuration, enhancements design/development/testing, troubleshooting, etc.)

  o Knowledge transfer and training (formal and informal training)

  o Current list of SR's at the time of transition that are outside the stabilization scope plus the ongoing issues which are unknown at this time (includes bug fixes, enhancements, roadmap items, queries, etc.)

  o Fixed price monthly payments

- Stabilization Task Force Project

  o Defined Scope of SR's, issues and enhancement – see Stage 3 – Stabilization Task Force Project.

  o Fixed price by each deliverable

- Flexible Bucket of hours for future extensions and new functionality

  o The City will prioritize the work, and potentially utilize the Bucket of hours if the work cannot be completed by the Core Production Support Services within the required timeline and available resources. They are potentially priority items or major enhancements.

  o Not to exceed amount to be paid on acceptance of deliverable as agreed to by the City and USP for each specific task.

3. SUPPORT SERVICES ORGANIZATION

TEAM STRUCTURE

An effective project requires an organizational structure with clear roles and open lines of communication, centered on the following key elements: Sponsorship, Steering Committee, City Support Manager, USP Support Manager and City Team Members, USP Team Members.

The proposed support organization structure is displayed in Exhibit D. This will be further defined and validated during the transition.

The Business Stakeholders and main users of the Utility Software Solution fall within four (4) departments:

- Long Beach Gas & Oil Department (LBGO);
- Long Beach Water Department(LBWD);
- Public Works Department (PW), Environmental Services Bureau (ESB); and
- Department of Financial Management (FM).

ROLES AND RESPONSIBILITIES

STEERING COMMITTEE

The Steering Committee is comprised of key City and USP senior management and Business Stakeholders in the project and who are most concerned with its success. The members of this Steering Committee have responsibility over the business areas impacted by the support of Utility Software Systems. The Steering Committee's role is to provide oversight of scope, budget, timeline and resources.

The Steering Committee meets on a monthly basis facilitated by the USP and City Support Managers. USP will have executive-level representation on the Steering Committee. The Steering Committees responsibilities include;

- Advocates and is an active sponsor of support services and relationship

- Approves scope, budget, timeline and any changes

- Reviews progress at major milestones, dates, and other reporting intervals

- Escalation point for high level decisions

- Maintains oversight of company-wide impact

PROJECT MANAGEMENT OFFICE

The Project Management Office(PMO) is the management group responsible for making decisions that impact the project day to day. The PMO members meet on a regular basis (weekly) to review the progress of the implementation and to ensure that any decisions which affect the progress of the project are resolved in a timely manner. They are responsible for:

- Managing priorities for Services.

- Managing the Services budget and is responsible for initiating change orders.

- Reviewing the progress at short and long-term milestone dates and other reporting intervals.

- Providing sign off at milestones.

- Manage communication to Steering Committee and business leadership groups.

- Oversee management of risks and issues.

- Making procedural decisions as they relate to the changes that are introduced.

- Facilitating business policy decisions and recommendations to the Steering Committee.

- The PMO includes the following members:

  o City Support Manager,

  o USP Support Manager, and

  o Representation from the Business Stakeholders.

CITY SPONSORS

The City Sponsor(s) provide ownership of support services on behalf of the City. They are responsible for:

- Providing oversight, leadership and vision.

- Providing direction, including resource needs and executive communication.

- Act as escalation point.

- Communicates vision.

- Attend and participate in Steering Committee meetings.

- Ensure support objectives and goals align with City business goals.

- Approve major decisions.

CITY SUPPORT MANAGER

City Support Manager manages City's day-to-day activities and City Deliverables as described in this SOW, as well as management of any third-party resources hired by City to provide Services within this SOW. City Support Manager will maintain communication between the parties, manage City team members, and coordinate City activities with the USP Support Manager. The City Support Manager will meet with the USP Support Manager both formally on a weekly basis, and informally as needed. City Support Manager will ensure City support teams are properly staffed, and will monitor their progress. In addition to the above, City Support Manager is responsible for the following:

- Oversees the activities of City staff to ensure they are meeting City deliverables and schedules.

- Identifies and assures resource needs are met.

- Works with sponsors and Business Stakeholders to secure resources.

- Participates in status meetings.

- Updates and manages any plans and schedules with USP Support Manager: timeline, tasks/Deliverables, milestones, dependencies.

- Controls and manages the issues raised, ensuring the issues raised by City support team and referred to the appropriate group or party for resolution; facilitates rapid decision-making and escalates as necessary.

- Provides regular status updates to City Sponsors, Steering Committee, Business Stakeholders and Team.

- Identifies risks and issues and works with USP Support Manager to develop & manage mitigation plans.

- Interface between USP & City.

- Monitoring, maintenance of the document repository.

- Monitoring, reporting of the issues, action items, business decisions and risk registers for upcoming, due, overdue items.

- Maintenance of change control process.

- Conduct daily 20-minute stand-up calls with the City and USP teams.

USP SUPPORT MANAGER

USP is responsible for managing activities, Services and Deliverables as described in this SOW, as well as management of any third-party resources hired by USP to provide Services within this SOW. The USP Support Manager will meet with the City Support Manager both formally on a weekly basis, and informally as needed. The USP Support Manager will also coordinate and assist City Support Manager in management of City activities, tasks and responsibilities that are outlined in this SOW, including the following activities:

- Updates and manages plans and schedules with City Support Manager: timeline, tasks/Deliverables, milestones, dependencies.

- Teams with City Support Manager to accomplish all the scheduled tasks as represented in this Statement of Work.

- Participates in status meetings to include City Sponsors and Steering Committee.

- Manages the day to day support services activities as they relate to the USP Deliverables.

- Performs deliverable tracking and control methods.

- Manages any third-party resources hired by USP to provide Services.

- Manages onsite and offsite resources.

- Facilitates, tracks and documents solutions and reports the escalation and resolution of base product specific issues.

- Identifies risks and issues and assists in the mitigation process.

- Coordinate delivery of the Application Support and Maintenance services.

- Weekly report out of SRs, Issues/Actions Tracking, and named resource scheduling via meeting as well as deliverable.

- Coordinate Quarterly Review Meetings with City's business and TI stakeholders to review, overall business relationship, qualitative and quantitative progress against SLAs as well as establish priorities.

- Produce Monthly SLA Metrics Report.

- Perform SR Release Management, Coordinated with City's TI staff.

CITY TEAM

City Team is a cross-section of individuals who support City business and technical functions and processes across the enterprise.

APPLICATION SUPPORT SERVICES (CORE TEAM):

- Comprises a representative cross section of City's business and services (TI and Business Stakeholders)

- Provides Level 1 support

- Diagnose and corrects issues

- Prioritization of all issues, SR's, enhancements

- Obtain and document functional requirements

- Support regression/integration and conduct end user testing

- Design and functional reviews

- Work with external third party on Simpler reports

- Attend training with the goal to learn and take on some configuration changes

- Attending Services team meetings

TECHNICAL SERVICES (INFRASTRUCTURE SERVICE BUREAU):

- DBA Services (on-demand support from USP DBA via the Bucket of hours as needed)

- Maintenance of network, servers, storage, security management (all hardware)

- Build and maintain environments, VM's

- Backups and failover

USP TEAM

The USP Team is made of experienced CC&B / MWM Functional and Technical personnel needed to support the production environment for City. Each role and requisite responsibilities are listed below.

USP SOLUTION ARCHITECT(S):

- Assess business requirements and development of overall product solutions based on City decisions.

- Assess, triage and or troubleshoot SRs. Identify and recommend solutions or fixes.

- Lead requirements analysis and other solution workshops to assess how the product will be configured or extended to meet business requirements.

- Identify any gaps and provides various solutions to City for business decisions that will require custom algorithms and plug-ins.

- Perform the design of algorithms, plug-ins, user exits, and Integrations.

- Provides detailed specification documents and unit test case results documentation of algorithms, plug-ins, user exits, and Integrations.

- Provide knowledge transfer to City's Team.

- Support City during application configuration, testing, delivery and deployment.

USP TECHNICAL SPECIALIST:

- Performs upgrades, supports Utility Software Solution environments and/or provides knowledge transfer for the managing of Utility Software Solution environments, application of code deliveries, product patches.

- Supports performance testing and tuning.

- Supports DR planning and failover testing as directed.

USP FUNCTIONAL DESIGN SPECIALIST(S):

- Works closely with and supports the Solution Architect during requirements analysis and other solution workshops by capturing meeting notes, action items, and issues.

- Assess, triage and or troubleshoot SRs. Works with Solution Architects to identify and recommend solutions or fixes.

- Research proposed solutions.

- Responsible for the external design of extensions to Utility Software Solution (i.e. algorithms, user exits, background processes and reports.

- Supports City through the various phases of testing and triage of testing issues.

- Provides City development team with knowledge transfer on functional tasks performed by USP.

USP DEVELOPMENT DESIGN SPECIALIST(S):

- Designs extensions, integrations and reports.

- Designs and develops extensions using CC&B/MWM Advanced Configuration tools.

- Coordinates the development process with USP's Development Center.

- Provides City team with knowledge transfer as needed on technical tasks performed by USP.

USP DEVELOPER(S):

- Develops extensions, integrations and reports.

- Develops extensions using CC&B/MWM Advanced Configuration tools.

4. STATEMENT OF WORK

The scope of work to be performed by USP and City is described in this Statement of Work. In the tables depicting roles and responsibilities, **R** identifies the party primarily responsible for the activity or deliverable; **C** identifies the party contributing, assisting or participating.

The detailed description of Services and Deliverables that follows is broken down by the following stages and phases. Support Services Management and Reporting is defined in Stage 0 and occurs throughout.

Bucket of Hours is not an activity but a level of effort available to be used as needed and approved by City.

STAGE 0: SUPPORT SERVICES MANAGEMENT AND REPORTING

STAGE 1: START-UP AND TRANSITION

 PHASE 1.1: START-UP

 PHASE 1.2: TRANSITION ASSESSMENT

STAGE 2: CORE PRODUCTION SUPPORT SERVICES

 PHASE 2.1: APPLICATION SUPPORT SERVICES

 PHASE 2.2: TECHNICAL SUPPORT SERVICES

STAGE 3: STABILIZATION TASK FORCE

 PHASE 3.1: REQUIREMENTS AND SOLUTION ANALYSIS

 PHASE 3.2: KNOWLEDGE TRANSFER

 PHASE 3.3: AGILE BACKLOG AND DELIVERY PACKAGES

 PHASE 3.4: AGILE SPRINTS

 PHASE 3.5: AGILE PACKAGE TESTING

 PHASE 3.6: AGILE DEPLOYMENT

 PHASE 3.7: TURNOVER AND WARRANTY

STAGE 0: SUPPORT SERVICES MANAGEMENT AND REPORTING

WEEKLY STATUS REPORTING

USP will provide status reporting consistent with what is currently provided and adopt any revisions City feels is necessary. To contain the following but not limited to:

- Traffic Light Status

- On-going activities

- SRs and other activities completed

- Upcoming milestones and releases

- Risk identification and mitigation

- High Priority and overdue action items

- Resource scheduling (Onsite/Offsite schedule, vacation and backfill planning)

MONTHLY SLA STATUS REPORTING AND METRICS

- Monthly Report to include but not limited to:

1. SRs reported by Severity, initial response time, resolution time, time spent with City, time spent with Oracle Support (SLA's defined in EXHIBIT F)

2. Average initial response time

3. Average resolution time

4. System down time

5. Total duration City was unable to perform essential business functions

6. How many SRs were assigned to USP

7. Number of SRs assigned to Oracle

8. Actual resolution time for SRs that did not meet SLA

- Service Credit Tracking

- The City and USP will also report on other areas where USP may not be responding or performing as needed. USP and the City will add these areas of concern to the monthly tracking report, and will jointly review and agree to add these concern areas to the SLA's and these may also be subject to the service credits assuming a clear metric is defined and achievable. This will be accommodated via an amendment to this SOW.

QUARTERLY REVIEW

- Review Traffic Status and significant changes from previous quarter

- Tracking unresolved issues, action items which impact the SLAs

- Update sponsors and stakeholders on services support progress

- Discuss and resolve any high priority or critical issues

- Discuss items needing escalation

- SLA Summary Report

ISSUE, CHANGE MANAGEMENT AND COMMUNICATIONS

Issues, Risks and Action Items are identified throughout the support services process to track all areas of concern raised by City or USP. The USP Support Manager and City Support Manage will review them weekly.

These items are tracked and maintained by both parties for anything that requires some sort of action or resolution. The format for capturing these items is agreed to by both parties during start-up and transition. This will include not only software or enhancement issues but also scheduling issues, policy/procedure items, competing or overlapping projects and any other activity or decision that will affect completion of the support services within the scope of this SOW.

The Change Order Form (COF) is used to track changes to the support services deliverables, schedules and resources as well as the use of Bucket of Hours. Both USP and City must agree upon any Change Orders (COs) in writing before being acted upon. The Change Management Process and Change Order Form are described in section 1.7 b of this SOW.

OTHER CONTROLS AND TOOLS

The following lists other controls and respective tools that may be used. All artifacts will be maintained on either City's Sharepoint site or other general purpose repository.

- Schedule Management — MS Project
- Issue Management Meetings — Issue Register, Weekly Status
- Risk Management — Risk Register, Risk Mitigation Plan
- Quality Management — Project PQR's, Peer reviews
- Scope Management — SOW, Change Order Process
- Performance Reporting — Monthly Steering Committee
- Resource Management — Weekly status, Staffing Plan
- Configuration Management — Environment Management Plan
- Status Management — Weekly Status updates
- Documentation Management — SharePoint and/or Centralized Shared Drive with VPN
- Testing and Defect Mngt — TBD
- Software Version Control — TBD

	Activity	Description	Responsibility	
			USP	City
1	USP Support Management	The USP Support Manager is responsible for the overall project leadership, management of the USP project activities and Deliverables as described in this SOW, as well as management of any third-party resources hired by USP to provide services within this SOW. The USP Support Manager will also coordinate and assist City Support Manager in management of City activities, tasks and responsibilities that are outlined in this SOW.	R	C
2	City Support Management	City Support Manager are responsible for the management of City's activities and Deliverables as described in this SOW, as well as management of any third-party resources hired by City to provide services within this SOW. City Support Manager will maintain communication between the parties, manage City team members, coordinate City activities with the USP Support Manager, and provide assistance on activities as needed to keep the project on schedule.	C	R

	Activity	Description	Responsibility	
			USP	City
3	Support Management Plans	The USP Support Manager and City Support Manager are jointly responsible for their respective roles in the management of the following other support related plans: • Risk Management • Issue Management • Change Order Management • Quality Management • Time (Schedule) Management • Resource Management • Cost Management • Communication Management	R	R

	Activity	Description	Responsibility	
			USP	City
4	Support Status and Reporting	The USP Support Manager is responsible for the management of the updated Weekly and Monthly Deliverables below: • Weekly Status Report • Monthly SLA Status and Metrics • Quarterly Review Meeting City Support Manager provides assistance to the USP Support Manager. Both USP Support Manager and City Support Manager provide the content for the Deliverables on a weekly basis. • Weekly Project Status Review and Meetings. • Prepare for and attend Quarterly Review Meetings.	R	R

	Activity	Description	Responsibility	
			USP	City
5	Support / Financial Management	Both USP Support Manager and City Support Manager are responsible for the management of the items listed below, as they pertain to their organizations and team members. • Invoices and Payment processing • Time capture and Estimated Time to Complete (ETC) values • Resource Scheduling and other staff related planning	R	R

STAGE 1: START-UP AND TRANSITION

The purpose of the Start-up and Transition Stage is to prepare the team for the support services activities. This stage comprises three (3) major goals 1) Establish procedures, standards and controls that result in support services that is well-organized, well run; 2) Orderly transition of responsibilities from the current support vendor to USP and 3) Orientation of USP staff to the current Utility Software Solution Functional and Technical environment.

This phase is expected to take 2 months, with majority of the USP team onsite as defined below:

Week of	Kenneth Tomchuk (Support Manager)	Alan Craig (CC&B Functional Architect)	Anthony Fontillas (CC&B Designer)	Ed Chipeta (MWM Architect)	Steve Cates (Technical Architect (CC&B / MWM))
10/2/2017	Onsite	Onsite	Onsite	Onsite	Onsite
10/9/2017	Onsite	Onsite	Onsite	Onsite	Onsite
10/16/2017	Offsite	Onsite	Onsite	Onsite	Offsite
10/23/2017	Offsite	Offsite	Offsite	Offsite	Offsite
10/30/2017	Onsite	Onsite	Onsite	Onsite	Onsite
11/6/2017	Onsite	Onsite	Onsite	Onsite	Onsite
11/13/2017	Offsite	Onsite	Onsite	Onsite	Offsite
11/20/2017	Offsite	Offsite	Offsite	Offsite	Offsite
11/27/2017	Onsite	Onsite	Onsite	Onsite	Onsite

Note: Anthony Fontillas was accepted by the City as a replacement for Jason Chong as originally proposed. The City may request a replacement for Anthony if he is not performing as expected.

PHASE 1.1: START-UP

Support services management preparation takes place at this time, resulting in the development and communication of support standards and controls, roles and responsibilities, establishing the team's work area, finalization of the key milestones and overall timetable, and executing the kick off meetings.

A formal presentation of the proposed approach, scope and timeline for the transition is given to the Steering Committee.

	Activity	Description	Responsibility	
			USP	City
1	Services Kick-Off	Jointly present the overall project roadmap, methodology, major activities, and Deliverables. Introduce the project team, align goals and set expectations. A separate Kick-off will also be held with the City Sponsor/Steering Committee.	R	R
2	Support Planning	USP facilitates planning sessions as defined within the Project Schedule, on project scope, schedule, resource, risk, quality and performance reporting. USP and the City will refine governance and reporting procedures.	R	C
3	Refine Support Schedules	USP and City will draft the initial comprehensive support schedule for steady state Services and Stabilization Task Force.	R	R

	Activity	Description	Responsibility	
			USP	City
4	Governance and Reporting Process	USP and City will draft the initial governance and reporting process for identifying, managing and executing the priorities of SR's for the Core Production Support Services.	R	R

PHASE 1.1.1: START-UP ASSUMPTIONS:

1	Support Managers have drafted schedules that includes as many risks or conflicts as known.
2	Steering Committee and City Sponsors have agreed to mission and goals of the Services contract.

PHASE 1.1.2: START-UP COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Support Services Kick-Off Meeting	Process	City confirms Kick-off meeting/presentation held between City and USP team members. A separate Kickoff meeting/Presentation to be held with City Sponsor/Steering Committee if required. Acceptance Certificate is signed off.
2	Support Services Planning	Process	City confirms acceptable level of planning has occurred. Acceptance Certificate is signed off.
3	Refine Support Schedule	Document	City confirms Support Schedule has been refined and approved by the City. Acceptance Certificate is signed off.
4	Governance and Reporting Process	Document	City confirms the governance model and reporting process is acceptable. Acceptance Certificate is signed off.

PHASE 1.2: TRANSITION ASSESSMENT

This consists of the functional and technical assessment activities to ensure that USP obtains the current set of SRs, information, artifacts, etc., from the current support vendor and City. USP will also perform technical reviews and provide recommendations in the areas of Architecture, configuration management, hardware sizing and performance (3 year sizing) and batch processing / integration.

PHASE 1.2.1: TECHNICAL ASSESSMENT

	Activity	Description	Responsibility	
			USP	City
1	Custom Program Evaluation	USP will perform review and evaluation of City's custom programs (extensions, algorithms, interfaces, and reports) Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C
2	Database Evaluation	USP will perform evaluation of City's databases for versions, patches and other future compatibility considerations. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C
3	Configuration Extension Evaluation	USP will perform evaluation of City's extensions built using advanced configuration Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C

	Activity	Description	Responsibility	
			USP	City
4	Hardware Sizing and System Performance Evaluation	USP will perform evaluation of the Hardware sizing and performance of the current production system. A 3-year sizing recommendation will be provided. Included in this evaluation are the review of hardware, operating system, memory, processors, storage, and users. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report The Transition Assessment Report will provide enough information should the City need to require additional funding outside the scope of this proposal.	R	C
5	Integration Evaluation	USP will perform evaluation of the current Integration processes and flows. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C

	Activity	Description	Responsibility	
			USP	City
6	Supporting Environments	USP will perform evaluation the environments required for steady state support and Stabilization Task Force purposes. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C
7	Batch assessment	USP will perform evaluation the Batch jobs, the schedule and threads. Performance criteria will be reviewed. USP will review Current Batch Support Process as defined in the RFP (Attachment P), and will refine based on their best practices, to be followed by USP. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C

	Activity	Description	Responsibility	
			USP	City
8	Configuration Management Process	USP will perform evaluation the current Configuration and code migration process. USP will document the process to be followed by USP in performing Services.	R	C

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PHASE 1.2.2: FUNCTIONAL ASSESSMENT

	Activity	Description	Responsibility	
			USP	City
1	Business Environment Evaluation	USP will evaluate City's current business environment to gain a good understanding of business rules and procedures, regulatory requirements, and other variables that would be important for USP to understand during Steady State Support or Stabilization Task Force. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report.	R	C
2	CC&B / MWM Functional Evaluation	USP will Review CC&B/MWM enhancements, SR's, configuration, designs and project artefacts. Any issues, concerns or considerations found will be documented as part of Transition Assessment Report	R	C

	Activity	Description	Responsibility	
			USP	City
3	CC&B / MWM Workshops Assessment	USP will conduct working sessions on CC&B and MWM with each department to evaluate the current solution, and document enhancements that will be rolled out during the agreement. These enhancements and stabilization features will be reviewed with the City and the City will prioritize based on business need. This list will not include items from the Stabilization Task Force. These working sessions will be conducted twice (2 times) a year.	R	C

PHASE 1.2.3: START-UP AND TRANSITION ASSESSMENT ASSUMPTIONS:

1	City Team will work with USP to define a schedule with includes dedicated times and effort required to support USP during this transition.
2	The current support vendor cooperates with USP and supports the transition as defined in this SOW.

PHASE 1.2.4: TRANSITION ASSESSMENT COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Custom Program Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
2	Database Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
3	Configuration Extension Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
4	Hardware Sizing and System Performance Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
5	Integration Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.

	Deliverable	Type	Completion Criteria
6	Supporting Environments	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
7	Batch assessment	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
8	Configuration Management Process	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
9	Business Environment Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.
10	CC&B/MWM Functional Evaluation	Process and Document	USP provides documentation, and conducts a review session with the City's team. City provides executed Acceptance Certificate.

	Deliverable	Type	Completion Criteria
1 1	CC&B / MWM Workshops Assessment	Document	USP will document all new requirements and will update existing requirements in sharePoint SR system. City provides executed Acceptance Certificate.

STAGE 2: CORE PRODUCTION SUPPORT SERVICES

Core Production Support Services are split into Application Support Services and Technical Support Services.

All full-time named resources (listed below) will work on the City's project only, and will NOT support other clients while working onsite or offsite. They will also only support the Core Production Support Services, and not work on the Stabilization or bucket of hour projects.

Role	FTE's	Onsite requirement for first 6 months	Ongoing onsite requirement (after first 6 months)	Name
Project Manager	0.5	2 weeks a month	2 weeks a month	Kenneth Tomchuk
CC&B Functional Architect	1	Full time	3 weeks a month	Alan Craig
CC&B Designer	1	Full time	3 weeks a month	Anthony Fontillas
MWM Architect	1	Full time	3 weeks a month	Ed Chipeta
Technical Architect (CC&B / MWM)	1	2 weeks a month	1 week a month	Steve Cates
Designers/ Developers	2	None	None	Pool of resources but equivalent to 2 full time resources each month

PHASE 2.1: APPLICATION SUPPORT SERVICES

USP's Application Support Services are a comprehensive set of services that cover City's requirements for Services. These Services ensure use of best practices and effective end user operations, to correct any defects identified and coordinate with Oracle resolution of product related defects or anomalies.

	Activity	Description	Responsibility	
			USP	City
1	Level 1 Support	City will provide Level 1 support as initial issues can come from a variety of sources, not necessarily application or application infrastructure related (i.e. desktop support, local area networking). City will initially, review and attempt to resolve all SRs opened by City End Users their through normal help desk process.	C	R
2	Level 2, 3 Support	Level 2, 3 support will be handled by USP and includes (not limited to) the tasks included in the checklist noted in Exhibit E – Core Production Support Services Monthly Checklist.	R	C

	Activity	Description	Responsibility	
			USP	City
3	Regression Testing	City to be responsible for Regression Testing application fixes to Utility Software Solution and requisite edge applications.	C	R
4	Acceptance Testing	City to be responsible for Acceptance Testing application fixes to Utility Software Solution and requisite edge applications	C	R
5	CC&B / MWM Workshops Assessment	USP will conduct working sessions on CC&B and MWM with each department to evaluate the current solution, and document enhancements that will be rolled out during the agreement. These enhancements and stabilization features will be reviewed with the City and the City will prioritize based on business need. This list will not include items from the Stabilization Task Force. These working sessions will be conducted twice (2 times) a year.	R	C

PHASE 2.1.1: ASSUMPTIONS:

1	The Core Production Support Services team must be available during the City's business hours for application support, and afterhours for batch support.

2	The afterhours support may be provided by the offshore team assuming they have the required expertise. Batch issues must be resolved during the batch window (8 hours).
3	If no resolution is identified, the issue must be escalated as defined in section 1.7.C.
4	An on-call schedule with contacts must be provided for batch and application down or performance issues.
5	Project plans will be created and maintained for all tasks and projects longer than 160 hours in duration.
6	The list of Level 2, 3 responsibilities and tasks will be reviewed monthly by going through the checklist defined in Exhibit E – Core Production Support Services Monthly Checklist. It is understood that some of the tasks may not be performed each and every month.

PHASE 2.1.2: APPLICATION SUPPORT SERVICES COMPLETION CRITERIA:

	Deliverable	Type	Completion Criteria
1	Application Support Services	Process, Software, Documents	City and USP Perform Monthly, Quarterly Review of Performance to SLAs and responsibilities. The Support Managers will review, complete and sign the checklist noted in Exhibit E – Core Production Support Services Monthly Checklist. This checklist will accompany the USP invoice submitted to the City.

	Deliverable	Type	Completion Criteria
2	Level 1 Support	Process	City and USP review Level 1 Support Process Monthly to ensure effective hand off to Level 2, 3.
3	CC&B / MWM Workshops Assessment	Document	USP will document all new requirements and will update existing requirements in SharePoint SR system.

PHASE 2.2: TECHNICAL SUPPORT SERVICES

Technical Services support for Utility Software Solution will be performed by USP. USP will keep applications up and running without interruption by monitoring performance and capacity constraints, detecting technical problem root cause, performing code management, applying patches and performing batch tuning.

	Activity	Description	Responsibility	
			USP	**City**
1	Database Maintenance	City will generally provide this support. However, at the request of City, USP will provide support on-demand which includes but not limited to checking for signs of corruption in the database, looking for problem areas, rebuilding indexes, removing duplicate records, and checking for any abnormalities in the database which might signal a problem. These support hours will be recorded against the bucket of hours or Service Credits hours.	C	R

	Activity	Description	Responsibility	
			USP	City
2	Environment Monitoring and Management	USP will continually monitor the quality of all environments and proactively resolves issues. Copying data between environments including version control and tracking. Building complete environments as necessary for support initiatives. All CC&B and MWM environments, including those used by MCUES or other customer portals as may be defined by the City.	R	C
3	Version Control and Code and Configuration Management	USP will keep track of code and configuration within the various environments to ensure code deployments into Production are not impacted	R	C
4	Application Performance Tuning	USP will tune the application to run at optimal levels for end users	R	C
5	Application of upgrades, Patches and Service Packs	USP will install upgrades, patches and service packs to application environment	R	C

	Activity	Description	Responsibility	
			USP	City
6	Batch Schedule	USP will perform schedule changes, review and tune batch schedule	R	C
7	Batch Monitoring	USP will provide on-call schedule and will follow the batch support schedule defined and agreed to as part of the transition phase.	R	C
8	Batch Monitoring	The City will monitor the overnight batch cycle and alert USP according to the defined on-call notification process (to be defined, reviewed and confirmed during the Start-up and Transition Stage). USP will provide L2 and L3 support services in line with the SLA's	C R	R C
9	Hardware / Network / Operating System	USP will coordinate with City's Technical Infrastructure support team to identify and resolve any application related issues stemming from hardware, network or operating system deficiencies	R	C

	Activity	Description	Responsibility	
			USP	City
10	Technical Architecture Review and QA	USP will conduct formal technical architecture review twice a year, and document and review recommendations with the City.	R	C
11	Code Migration Packages	USP will provide code and configuration packages and will store them in Sharepoint. The package will include updated designs, test scripts and results, etc.	R	C

PHASE 2.2.1: ASSUMPTIONS:

1	City performs regular backups of all application environments. USP will coordinate needs for changes to application environment backup requirements.
2	All hardware and third party software will be maintained by the City. USP will provide analysis, support and recommendations as needed.

PHASE 2.2.2: TECHNICAL SUPPORT SERVICES COMPLETION CRITERIA:

	Deliverable	Type	Completion Criteria
1	Technical Support Services	Process, Software, Documents	Monthly, Quarterly Review of Performance to SLAs and signoff of the Checklist included in Exhbit checklist noted in Exhibit E – Core Production Support Services Monthly Checklist.
2	Database Maintenance	Process	City and USP review and plan when this on-demand support is required. City confirms USP performs as assigned by the City.
3	Environment Monitoring and Management	Process	City confirms USP monitors the quality of all environments and proactively resolves issues.
4	Version Control and Code and Configuration Management	Process	City confirms USP tracks code and configuration within the various environments. USP will support the City in moving to an off the shelf code management repository (i.e. Subversion)
5	Application Performance Tuning	Process, Software, Documents	City confirms USP monitors performance and tunes the applications as required.

	Deliverable	Type	Completion Criteria
6	Application of upgrades, Patches and Service Packs	Process, Software, Documents	City confirms USP monitors Oracle support site and provides recommendations for upgrades, patches and service packs. USP installs upgrades, patches and service packs as planned with the City and required.
7	Batch Schedule	Process, Software, Documents	City confirms USP performs schedule changes, reviews and tune batch schedule as needed and required by SRs.
8	Batch Monitoring	Process	City confirms USP Core Support team adheres to on-call schedule and is following the batch support schedule defined and agreed to as part of the transition phase
9	Batch Monitoring	Process	City and USP confirms the City is meeting its responsibilities for monitoring the batch cycle and alerting USP via the defined on-call notification process.
10	System Backups	Process	USP and City confirm the City performs regular backups of all application environments and USP is coordinating with the City any changes it deems required.

	Deliverable	Type	Completion Criteria
11	Hardware / Network / Operating System	Process	City and USP confirm that USP is coordinating with the City's Technical Infrastructure support team to identify and resolve any application related issues stemming from hardware, network or operating system deficiencies.
12	Technical Architecture Review and QA	Process Documents	City confirms USP conducts formal technical architecture review twice a year, and document and reviews recommendations with the City.
13	Code Migration Packages	Process, Software, Documents	City confirms USP provides code and configuration packages and stores them in Sharepoint or other version control software.

STAGE 3: STABLIZATION TASK FORCE

USP feels it will best meet City's desire for a fixed milestone based approach to the Stabilization items by committing to delivering in an Agile implementation approach up to 80 (eighty) SRs across CC&B and MWM. These would include the prioritized SR's (fixes, enhancements and reports) identified during the Requirements Analysis and Solution phase for O.1, O.2, O.3, O.5, O.9 and O.11 from the RFP and as listed in Exhibit C. The design, development, testing and packing of O.6, O.7, O.8 will be delivered within its own milestone and is excluded from the 80 SR's noted above.

The work breakdown for the Stabilization Task Force is defined in the table below:

Stabilization Project Activity	RFP Items Included
Requirements Analysis and Solutions	Includes Analysis and Solutioning for the following RFP Stabilization items
	O.1. Online Performance of CC&B and MWM
	O.2. Automation of Workarounds
	O.3. Resolution of CC&B v2.5 and review new v2.5 functionality
	O.5. Automate Calendar Upload
	O.9. MWM Reporting
	O.11. Resolve the O.11 SR's List in Exhibit C – RFP Stabilization Scope
Agile Approach up to 80 SRs/User Stories	Includes Agile Approach to deliver up to 80 User Stories Resulting from the following RFP Stabilization items
	O.1. Online Performance of CC&B and MWM
	O.2. Automation of Workarounds
	O.3. Resolution of CC&B v2.5 and potentional new v2.5 functionality
	O.5. Automate Calendar Upload
	O.9. MWM Reporting
	O.11. Resolve the O.11 SR's List in Exhibit C – RFP Stabilization Scope
MWM Solution Assessment	Includes O.4. MWM Solution Assessment

Stabilization Project Activity	RFP Items Included
Combined MWM Refuse Projects	Includes Analysis, Solutioning and Agile approach to deliver of the following RFP Stabilization items
	O.6. Refuse Commercial Route Automation Project
	O.7. Refuse MWM Field Activity Redesign Project
	O.8. Refuse Street Sweeping Service Request Project
Training and Knowledge Transfer	Includes O.10. Training and Knowledge Transfer

PHASE 3.1: REQUIREMENTS AND SOLUTION ANALYSIS

	Activity	Description	Responsibility	
			USP	City
1	Online Performance of CC&B and MWM (RFP O.1.)	USP will perform Requirements and Solution Analysis. Results documented and prioritized.	R	C
2	Automation of Workarounds (RFP (O.2.)	USP will perform Requirements and Solution Analysis. Results documented and prioritized.	R	C
3	Resolution of CC&B v2.5 SR 3367 (RFP O.3.)	USP will provide options to City and drive a technical solution with Oracle if a customized solution is not possible. USP will also review new features and functionality that was introduced in v2.5. SR's will be added if new functionality is to be rolledout.	R	C
4	MWM Solution Assessment (RFP O.4.)	USP will perform Requirements and Solution Analysis with Solutions/Decision Sheets.	R	C

	Activity	Description	Responsibility	
			USP	City
5	Automate Calendar Upload (RFP O.5.)	USP will perform Requirements and Solution Analysis with Solutions/Decision Sheets.	R	C
6	Refuse Commercial Route Automation Project SR 3344 (RFP O.6.)	As part of a combined MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements with Solutions/Decision Sheets.	R	C
7	Refuse MWM Field Activity Redesign Project (RFP O.7.)	As part of a combined MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements with Solutions/Decision Sheets.	R	C
8	Refuse Street Sweeping Service Request Project (RFP O.8.)	As part of a combined MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements with Solutions/Decision Sheets.	R	C

	Activity	Description	Responsibility	
			USP	City
9	MWM Reporting (RFP O.9.)	USP will perform Requirements and Solution Analysis. Results documented and prioritized.	R	C
10	O.11 SR's from the RFP as listed in Exhibit C – RFP Stabilization Scope.	USP will design, develop and test solutions by customizing, enhancing or extending the CC&B/MWM configuration. Integration updates or development is included.	R	C

PHASE 3.1.1: ASSUMPTIONS:

1	Stabilization items from RFP O.1 – O.9 need further requirements definition and solutioning. USP has provided for requirements and solutions analysis within the stabilization period.
2	Stabilization Backlog and Delivery Packages will be defined after the Requirements Analysis and Solutioning is completed. However, Delivery Packages will be limited to eighty SRs. The universe of SRs that City may include are prioritized fixes, enhancements and reports resulting from O.1, O.2, O.3, O.5, O.9, O.11 from the RFP. (O.10, O.6, O.7 and O.8 is excluded from the 80 SR's as they will be developed and delivered within their own milestones.
3	All Stabilization items beyond this defined scope of 80 (eighty), will be prioritized and handled within the Core Production Support.

4	Stabilization Task Force assumes four (4), six (6) week UAT/Implementation cycles over Nine (9) calendar months. USP believes that SR resolution productivity of twenty to 30 (20 – 30) SRs per UAT cycle is valid planning and delivery performance metric. USP is dependent on City to perform UAT according to this type of schedule.
5	USP and the City acknowledge that the SR list, O.11 from the RFP may have changed. The City may substitute new or other SRs for those that have been removed or completed. The City may add SR's to the list to bring the total SR's up to 80 for the sprints.
6	USP and the City acknowledge that it may be in the best interest of the City to have the MWM Solution Assessment (RFP O.4.) performed by the Core Production Support MWM Architect. If that is determined, USP will assign an acceptable backfill. If an acceptable backfill is not assigned, then eight (8) Service Credits will be applied for each day the Core Production Support MWM Architect is assigned to the Stabilization project.

PHASE 3.1.2: REQUIREMENTS AND SOLUTION ANALYSIS COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Online Performance of CC&B and MWM (RFP O.1.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.

	Deliverable	Type	Completion Criteria
2	Automation of Workarounds (RFP (O.2.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
3	Resolution of CC&B v2.5 SR 3367 (RFP O.3.)	Process and Document	City confirms Oracle fix or solution provided. Sign off on acceptance certificate.
4	MWM Solution Assessment (RFP O.4.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
5	Automate Calendar Upload (RFP O.5.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
6	Refuse Commercial Route Automation Project SR 3344 (RFP O.6.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.

	Deliverable	Type	Completion Criteria
7	Refuse MWM Field Activity Redesign Project (RFP O.7.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
8	Refuse Street Sweeping Service Request Project (RFP O.8.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
9	MWM Reporting (RFP O.9.)	Process and Document	City confirms Requirements and Solution Analysis performed and documented. Sign off on acceptance certificate.
10	Resolve the SR's (See O.11 SR List in Exhibit C – RFP Stabilization Scope)	Process and Document	City confirms Requirements and Solution Analysis performed and documented Sign off on acceptance certificate.

PHASE 3.2: KNOWLEDGE TRANSFER

	Activity	Description	Responsibility	
			USP	City
1	Training and Knowledge Transfer MWM (RFP O.10.)	USP will perform: One (1) week MWM Training Workshop that includes the following: • Workshop for crews, dispatcher, supervisors, and system admin. • Creating activities in CC&B, to manual/automatic dispatching, working • Completing activities on devices, reviewing completed activities in both MWM and CC&B, • Executing search and online reports • Downloading apps from app stores	R	C

	Activity	Description	Responsibility	
			USP	City
2	Training and Knowledge Transfer MWM Training Materials (RFP O.10.)	USP will Re-work MWM Training documentation for the upgraded solution and based on results of the O.4 MWM Solution Assessment.	R	C
3	Training and Knowledge Transfer CC&B Functional and Technical (RFP O.10.)	USP and the City will determine scope of CC&B Functional and Technical Training. USP will deliver up to 120 hours of Training and Knowledge Transfer.	R	C

PHASE 3.2.1: ASSUMPTIONS:

1	These sessions will be scheduled based on availability of resources. Scheduling constraint will be reviewed and agreed to during the Stabilization phase.
2	Training and Knowledge Transfer sessions may be non-contiguous, and delivered at any time during the contract period per mutually agreed upon schedule.
3	USP and City will review and finalize topics during initiation of the project to determine best fit and use of time.

PHASE 3.2.2: KNOWLEDGE TRANSFER COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Training and Knowledge Transfer MWM (RFP O.10.)	Process	City confirms delivery of MWM Training. Sign off on acceptance certificate.
2	Training and Knowledge Transfer MWM Training Materials (RFP O.10.)	Process and Document	City confirms delivery of MWM Training Materials Sign off on acceptance certificate.
3	Training and Knowledge Transfer CC&B Functional and Technical (RFP O.10.)	Process	City confirms delivery of CC&B Functional and Technical Training. Sign off on acceptance certificate.

PHASE 3.3: BACKLOG AND DELIVERY PACKAGES

	Activity	Description	Responsibility	
			USP	City
1	Agile Process Orientation	Provide an overview of the Agile process with City Team	R	C
2	Build Product Backlog	Build backlog of all the SRs desired to be implemented. Each SR should be as granular as possible • Each SR would be tracked • Inside each SR, create the "User Stories" required to complete the SR	R	C
3	Proposed Delivery Packages	The backlog items are grouped into groups of SRs that make sense delivering to production together. Inside of these packages, USP will identify the MVP (Minimum Viable Product) for each package.	R	C

	Activity	Description	Responsibility	
			USP	City
4	Prioritize and Schedule Packages	The Packages would be prioritized to provide an order in which items would be worked. Each package would be assign a proposed release date, as well as a proposed UAT Start Date and SR Complete Date	R	C

PHASE 3.3.1: ASSUMPTIONS:

1	None

PHASE 3.3.2: BACKLOG AND DELIVERY PACKAGES COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Agile Process Orientation	Process	City confirms delivery of orientation. Sign off on acceptance certificate.
2	Build Product Backlog	Process and Document	City confirms and approves product backlog Sign off on acceptance certificate.
3	Proposed Delivery Packages	Process and Software	City confirms the proposed Delivery Packages Sign off on acceptance certificate.
4	Prioritize and Schedule Packages	Process and Document	City confirms the prioritization and package delivery schedule Sign off on acceptance certificate.

The following sections summarize the process for performing the Stabilization activities utilizing USP's Agile Solution Implementation Methodology.

PHASE 3.4: AGILE SPRINTS

	Activity	Description	Responsibility	
			USP	City
1	Perform Sprints	Work is done in Sprints The team would provide an effort weighted point value to each "User Story",	R	C
2	Design Stories	USP and City will design User Stories.	R	C
3	Development User Stories	USP and City will develop User Stories	R	C
4	Unit Test User Stories	USP and City will unit test User Stories.	R	C
5	Package for Release User Stories	USP and City will package User Stories for release, including release notes. .	R	C

	Activity	Description	Responsibility	
			USP	City
6	Scrum Management	Each day attend morning stand-up, 15 minutes to determine team status. • What did you do yesterday towards the Sprint Goal? • What do you plan to do today towards the Sprint Goal? • What is preventing you from completing your tasks? Scrum Master provides regular Traffic Light status of the package.	R	C
7	Approval to Proceed	City approves the Package for Testing	C	R

PHASE 3.4.1: AGILE SPRINT ASSUMPTIONS:

1	Sprints will be initially 2 weeks and adjust as necessary.
2	Point assignment is determined by equating to the amount of time it would take if the story could be completed by one person working without obstruction or interruption.

3	At the beginning of each Sprint the team pulls those User Stories that it thinks can be completed in the Sprint
4	Offshore team members will either participate in the main stand-up, a separate one (depending on time), or will answer via email at the end of their business day.
5	Team members alert Scrum Master immediately of issues that arise preventing them from moving forward. Scrum Master aids in the removal of the obstacle.
6	Repeat this process until all Stabilization Requirements in Scope of this SOW have been packaged and delivered.

PHASE 3.4.2: AGILE SPRINTS COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	Perform Sprints	Process	City confirms the Sprint Iterations Sign off on acceptance certificate.
2	Design User Stories	Process and Document	City confirms the Design of User Stories for each Sprint Sign off on acceptance certificate.

	Deliverable	Type	Completion Criteria
3	Development User Stories	Process and Software	City confirms the Development of User Stores for each Sprint Sign off on acceptance certificate.
4	Unit Test User Stories	Process and Document	City confirms the Unit Testing of User Stories for each Sprint Sign off on acceptance certificate.
5	Package for Release User Stories	Software and Document	City confirms the Packaging and Documentation for each Sprint Sign off on acceptance certificate.
6	Scrum Management	Process	City confirms the management of The Agile development process Sign off on acceptance certificate.
7	Approval to Proceed	Process	City confirms the approval to proceed with the Package into Testing. Sign off on acceptance certificate.

PHASE 3.5: AGILE PACKAGE TESTING

The Testing phase is composed of Integration, System and User Acceptance Testing. USP is responsible for Unit, Pre-Release / Delivery Assurance Testing. City and USP are responsible Integration and System Testing. City is Responsible for conducting User Acceptance Testing.

TESTING DEFINITIONS

Type	Description
Unit Testing	Tests of isolated developed component (Extension, Integration or Report). Occurs in the Design and Construction Phase.
Pre-Release / Delivery Assurance Testing	Testing performed by the USP Project team upon release of a code drop (package of USP developed components), prior to turnover to City. Typically occurs in the Technical Remediation Phase but may overlap into the Testing Phase.
Functional / Configuration Testing	Configuration is validated against the configuration design described in the Requirements Analysis Report and Configuration Rationale documents.
Integration Testing	Testing that validates whether each individual Integration point works to specifications before it is to be included in Systems Integration Testing.
Regression and Systems Integration Testing	Regression as well as Systems Integration Testing of multiple application components, including Extensions, Integrations, and Reports to ensure they are working together rather than in isolation. Performed with production data. Manufactured data will be used as appropriate.

Type	Description
Batch/Bill Cycle Testing	Parallel Billing Testing to exercise the daily cycle functionality of the system using production data, usually a part of Systems Integration Testing.
Performance Testing	Testing of batch and online performance to ensure the system meets performance criteria establish by City. USP will implement recommendations in the following areas as required: 1. Application tuning 2. SQL tuning 3. Batch processing 4. Database tuning Batch cycle processing will be used as the primary indicator of performance and will be monitored during Systems Integration Testing. Load Testing will not be planned unless deemed necessary.

Type	Description
User Acceptance Testing (UAT)	Product configuration, extensions, Integrations, Reports, and Business Process are **"all"** tested with production data in an operationally ready, production environment. Testing is complete when all the application test script components have been executed, critical defects corrected, and project management has approved the approach and schedule for addressing non-critical defects. "Day in the Life" testing will occur during UAT, the purpose of which is to simulate as close as possible a typical business day(s) operations. UAT is typically an extension of what was performed in System Testing but in a more operationally comprehensive manner. It may also include other City SMEs to gain their approval and buy-in.

Activity		Description	Responsibility	
			USP	City
1	Testing Support	USP resolves problems or defects encountered while testing Utility Software Solution.	R	C

	Activity	Description	Responsibility	
			USP	City
2	Test Scenario and Scripts	City will update test scenarios and scripts as required in preparation for User Acceptance Testing. USP will identify gaps in test scripts and scenarios for new functionality or existing functionality that has never been tested/does not have existing test scripts and scenarios developed.	C	R
3	Unit Testing	USP executes Unit tests as outlined in the Master Test Strategy utilizing test data created in the Sprints. Results and scripts are provided to the City.	R	C
4	Functional / Configuration Testing	USP executes Functional / Configuration tests as outlined in The Master Test Strategy utilizing test data created in the Sprints.	R	C
5	Integration Testing	City and USP execute Integration Tests of Packages developed during the Sprints.	R	R

	Activity	Description	Responsibility	
			USP	City
6	Systems Integration Testing	USP and City executes Systems Tests of Packages developed during the Sprints.	R	R
7	User Acceptance Testing (UAT)	City executes UAT of Packages developed during the Sprints. USP provides support and corrects defects uncovered during this testing.	C	R
8	Background Process Scheduling	USP tests Background Process Scheduling setup during testing. City revises setup if needed.	R	C
9	End User Training	City trains and communicates changes as required to support the Packages.	C	R
10	Release Planning	City and USP develop release plans for the Packages.	R	C
11	Technical Infrastructure and Environment Support	USP and City support the environments needed for production.	R	R

	Activity	Description	Responsibility	
			USP	City
12	Approval to Proceed	City approves the Package for Deployment.	C	R

PHASE 3.5.1: AGILE PACKAGE TESTING ASSUMPTIONS:

1	At least one member of the development team and the Solution Architect will be available to triage during UAT.
2	Any defects found during UAT will be prioritized according to Severity levels defined in Exhibit F.
3	Daily defect review meetings are held
4	Daily Go/No-Go status updates are made for each feature.
5	Repeat this process until all Stabilization Requirements in Scope of this SOW have been Tested and ready for deployment to production.
6	Deployment follows City TI Change Management Process

PHASE 3.5.2: AGILE PACKAGE TESTING COMPLETION CRITERIA

	Deliverable	Type	Approval Process
1	Testing Support	Process	City confirms USP has provided assistance in the resolution of problems or defects encountered while testing Utility Software Solution and any or all integration points. Sign off on acceptance certificate.
2	Test Scenario and Scripts	Process	City confirms USP has assisted when/where new functionality exists or existing test scripts/scenarios are undeveloped. Sign off on acceptance certificate.
3	Unit Testing	Process and Document	City confirms USP has delivered UTP (Unit Test Plan) with all its package deliveries. Sign off on acceptance certificate.

	Deliverable	Type	Approval Process
4	Functional/Configuration Testing	Process	City and USP confirm City has executed Tests as outlined and corrects defects in its Deliverables. Sign off on acceptance certificate.
5	Integration Testing	Process	City and USP confirm City has executed Tests as outlined and corrects defects in its Deliverables. Sign off on acceptance certificate.
6	Systems Integration Testing	Process	City and USP confirm City has executed Tests as outlined and corrects defects in its Deliverables. Sign off on acceptance certificate.
7	User Acceptance Testing (UAT)	Process	City confirms USP has delivered UTP (Unit Test Plan) with all its package deliveries. Sign off on acceptance certificate.

	Deliverable	Type	Approval Process
8	Background Process Scheduling	Process	City and USP confirm City tests Background Process Scheduling setup during testing. Sign off on acceptance certificate.
9	Technical Infrastructure and Environment Support	Process	City and USP support of environments as required during Testing. Sign off on acceptance certificate.
10	End User Training	Process	City and USP confirm EUT as required for each Package. Sign off on acceptance certificate.
11	Release Planning	Process and Document	City and USP confirm the plans for Release into Production. Sign off on acceptance certificate.
12	Approval to Proceed	Process	City confirms the Package is approved for Deployment. Sign off on acceptance certificate.

PHASE 3.6: AGILE DEPLOYMENT

The objective of the Agile Deployment Phase is to perform the necessary activities to begin operation of the functionality contained in the packages developed, tested in the previous phases.

	Activity	Description	Responsibility	
			USP	City
1	CC&B / MWM Support Team	City finalizes production communications and procedures. USP provides support.	C	R
2	Deployment Support	USP performs the Release deployment.	R	C
3	External Communications	City provides schedule of events to external parties (If required).	C	R
4	Review of Release Deployment- Cutover Schedule	City and USP formally review the deployment and cutover schedule and contingency plans.	R	R
5	Technical Infrastructure Support Schedule Check	City and USP perform a final check on Hardware, Software and Environment infrastructure and confirm support plans.	R	R

	Activity	Description	Responsibility	
			USP	City
6	Execute Release/Package(s) Deployment	Final Technical Environment migration to Production, verifications and smoke testing is performed.	R	C
7	Go/No Go Decision	The results of the Release Deployment - Cutover are evaluated and a Go or No Deployment decision is made.	C	R
8	Contingency Plans	Execute contingency plans as defined in Cutover / Deployment Plan if needed.	R	R

PHASE 3.6.1: AGILE DEPLOYMENT ASSUMPTIONS:

1	Release Cutover date needs to be coordinated with business and certain blackout periods or times during month should be avoided.
2	Repeat this process until all Stabilization Requirements in Scope of this SOW have been deployed to production.

PHASE 3.6.2: AGILE DEPLOYMENT COMPLETION CRITERIA

	Deliverable	Type	Completion Criteria
1	CC&B / MWM Support Team	Process	City and USP confirm communications and procedures for Deployment. Sign off on acceptance certificate.
2	Deployment Support	Process	City confirms USP participation in the final deployment of the Upgrade. Sign off on acceptance certificate.
3	External Communications	Document	City and USP confirm schedule of events to external parties. Sign off on acceptance certificate.
4	Review of Release Deployment- Cutover Schedule	Process	City and USP confirm review of deployment and cutover schedule and contingency plans. Sign off on acceptance certificate.
5	Technical Infrastructure Support Schedule Check	Process	City and USP confirm Hardware, Software and Environment infrastructure are ready to be supported. Sign off on acceptance certificate.

	Deliverable	Type	Completion Criteria
6	Execute Release/Package(s) Deployment	Process Software	City and USP confirm Final Technical Environment migration to Production has occurred. Sign off on acceptance certificate.
7	Go/No Go Decision	Process	City and USP confirm the results of the Final Deployment – Cutover Go/No-Go. Sign off on acceptance certificate.
8	Contingency Plans	Process	City and USP confirm execution contingency plans if required. Sign off on acceptance certificate.

PHASE 3.7: TURNOVER

Once in production, the package is supported within the USP Support structure. USP Stabilization Team will turn over to the USP Support Team and adhere to our Commitment to Quality as defined in Section 6 for each Agile Package deployment.

5. BUCKET OF HOURS

USP will provide general purpose support services using a flexible bucket of hours, to meet on-demand support services requirement. This general-purpose allocation of support services hours will be used at the request and authorization of City. These hours are provided for:

1.   Support Manager

2.   On-shore Functional

3.   On-shore Technical

4.   Off-shore Design and Development

All service requests that have been deemed to be within the scope of the general-purpose support services will to go through the proper approval process defined below. Time spent on any of the activities below will be drawn from the allocation of hours.

USP assumes that the Support Manager will work together with City to develop a plan for those items that may be candidates request for general purpose support services. This planning will be performed at least quarterly or at some other frequency as defined by City and reported on at the Support Management status meetings.

A change request with fixed price milestones will be reviewed and approved by the City once the Scope is defined. Named resources may be requested and included in the change request.

All time booked against this bucket of hours will be approved prior to commencement via the change request process.

Weekly status reports will include a breakdown on how these hours have been used and remaining balance. Management and reporting of these hours will be provided as part of Core Support Services (and will not be billed against this bucket). These hours will be reviewed and approved by City's Management Team on a weekly basis, and billed based on approved milestones defined in the change request.

These hours will only be used if the Core Production Support Services team is fully utilized and the assignments need to be addressed as a priority.

The City does not guarantee that these hours will be used.

The hours to estimate and scope the work is billable against the bucket of hours, but these hours must be reviewed and approved with the City prior to any estimation is done. Once the estimate is complete, USP will create a change request for review and approval by the City. If approved, only then can the work start.

The level of effort is defined as follows:

Blended Role (CC&B and MWM)	Total Hours (5 years)
Support Manager	1,500
Onshore (Functional)	6,000
Onshore (Technical – Sys Admin/DBA)	1,500
Offshore (Designer/Developer)	8,000

Bucket of Hours Approval Process is defined as follows:

1. Requirements Gathering: USP will work with City on developing requirements for the request.

2. High Level Estimate: Based on the requirements, USP will spend a maximum of 12 hours in determining a High-Level scoping estimate or other amount of hours to be approved by City.

3. Approval to Proceed: City reviews and provides approval to continue working the enhancement.

4. External Designs: Upon approval, USP will develop detailed external designs or other appropriate documentation which includes final estimates.

5. Final Approval to Proceed: City reviews and provides approval to continue though completion.

6. Technical Design, Development and Unit Testing: Upon final approval, USP will develop detailed technical design as well as perform development and unit testing.

7. QA Review: USP will perform an internal QA Review.

8. Package and Delivery: USP will package and deliver the final code and any related documentation.

9. Regression Testing: City coordinates resources to perform a regression test

10. Acceptance Testing: City coordinates resources to perform an Acceptance Test.

   Acceptance: City will provide final acceptance and sign off before placing into Production.

6. PRICING

PROFESSIONAL SERVICES FEES

CORE PRODUCTION SUPPORT SERVICES

USP will provide the Core Production Support Services and Deliverables identified in this Statement of Work on a Fixed Fee basis, including Travel and Living Expenses.

The following named resources will be assigned to Core Production Support Services.

These rates will be fixed for the first 3 years, and the Long Beach, California - Consumer Price Index may be applied to year 4 and 5 starting at year 4, should City elect to extend the contract.

Role	FTE's	First 6 Months		Ongoing > 6 months	
		Fixed Price - Cost of Services - Monthly	Fixed Price Travel expenses - Monthly	Fixed Price - Cost of Services - Monthly	Fixed Price Travel expenses - Monthly
Support Manager	0.5	$12,800.00	$3,000.00	$12,800.00	$3,000.00
CC&B Functional Architect	1	$28,000.00	$6,000.00	$28,000.00	$4,500.00
CC&B Designer	1	$25,600.00	$6,000.00	$25,600.00	$4,500.00
MWM Architect	1	$28,000.00	$6,000.00	$28,000.00	$4,500.00
Technical Architect (CC&B / MWM)	1	$28,000.00	$3,000.00	$28,000.00	$1,500.00
Designers/ Developer	2	$17,600.00	$0.00	$17,600.00	$0.00
Total per month		$164,000.00		$158,000.00	

STABLIZATION TASK FORCE

USP will perform the Stabilization Project Services identified in this Statement of Work on a Fixed Fee basis, including Travel and Living Expenses. The total number of trips to the City included in Stabilization tasks is 121 trips.

The City may select none, some or all of these items. A discount of 10% will be applied if the City elects to move forward with all items listed below.

Stabilization Project Activity	Fixed Price	RFP Items Included
Requirements Analysis and Solutions	$221,060	Includes Analysis and Solutioning for the following RFP Stabilization items
		O.1.Online Performance of CC&B and MWM
		O.2.Automation of Workarounds
		O.3.Resolution of CC&B v2.5 and review new v2.5 functionality
		O.5.Automate Calendar Upload
		O.9.MWM Reporting
		O.11. Resolve the O.11 SR's List in Exhibit C – RFP Stabilization Scope
Agile Approach up to 80 SRs/User Stories	$871,620	Includes Agile Approach to deliver up to 80 User Stories Resulting from the following RFP Stabilization items
		O.1.Online Performance of CC&B and MWM
		O.2.Automation of Workarounds
		O.3.Resolution of CC&B v2.5 and potential new v2.5 functionality

Stabilization Project Activity	Fixed Price	RFP Items Included
		O.5.Automate Calendar Upload
		O.9.MWM Reporting
		O.11. Resolve the O.11 SR's List in Exhibit C – RFP Stabilization Scope
MWM Solution Assessment	**$55,200**	**Includes O.4. MWM Solution Assessment**
Combined MWM Refuse Projects	**$410,455**	**Includes Analysis, Solutioning and Agile approach to deliver of the following RFP Stabilization items (includes development)**
		O.6.Refuse Commercial Route Automation Project
		O.7.Refuse MWM Field Activity Redesign Project
		O.8 Refuse Street Sweeping Service Request Project
Training and Knowledge Transfer	**$164,160**	**Includes O.10. Training and Knowledge Transfer**
Total Price	**$1,722,495**	
10% Discount (if all selected)	**$172,249.50**	
Discounted Price	**$1,550,245.50**	

BUCKET OF HOURS

Flexible Bucket of hours for future extensions and new functionality. The price does not include travel and living expenses. Any travel will be pre-approved by the City and billed at actual cost for transportation and lodging. Meal expense will be billed at the prevailing GSA rate for Meals and Incidental Expense (M&IE) in Long Beach, CA for each full day and partial day of travel.

Blended Role (CC&B and MWM)	Total hours for 5 years	Blended Rate	Total Cost
Support Manager	1,500	$160.00	$240,000.00
Onshore (Functional)	6,000	$168.00	$1,008,000.00
Onshore (Technical – Sys Admin/DBA)	1,500	$175.00	$262,500.00
Offshore (Designer/Developer)	8,000	$55.00	$440,000.00
Total			**$1,950,500.00**

Any changes to scope that extends plans or schedule, including City's need for additional time to complete its responsibilities as defined in this SOW, will be handled via the change process and remedies as defined in 1.7 of this SOW.

PAYMENT SCHEDULE AND MILESTONES

The Start-up and Transition, Core Production Support Services Payment Schedule is listed below. Payments will be monthly Support Services payments over 36 months. Failure in meeting agreed upon SLAs as reported and tracked monthly, will be handled as Service Credits (see below).

The Stabilization Payment Schedule includes a Final Payment of 10% of the Fixed Price upon completion and final acceptance of the entire Stabilization Task Force Project and the remaining 90% of the Stabilization Fixed Price divided into equal monthly payments. This 10% is not forfeit unless USP and City are unable to meet remedies as defined in Section 1.7 of this SOW.

All monthly payments and the Final Payment are subject to City's acceptance of the applicable Services and Deliverables as described in Section 1.7 of this SOW.

The Monthly Milestone Payment amount cannot be modified if all completion criteria has been delivered and agreed upon by both USP and the City. The Monthly Milestone Payment will be reduced if the monthly completion criteria are incomplete. The reduction in monthly payment will be based on the agreed upon percentage of work incomplete. Furthermore, any modification to the Payment Schedule will be documented through a Change Order.

All invoices shall be payable within thirty (30) days of receipt by the City.

SERVICE CREDITS

Service credits will be based on USP's performance against discreet, measurable and/or tracked service levels as defined in Exhibit F – Service Level Agreement(SLA). Service Credits will also be applied where interim backfill resources are assigned by USP, where no interim or backfill is available or when onsite travel commitment is not met.

These "service credits" will be reconciled periodically (i.e. quarterly) in exchange for other USP hourly services in the form of a credit for future work performed.

One (1) Service Credit is equal to 1 hour of service performed by USP and is not restricted to skill level or consultant level. Therefore, the Service Credit

hours can be used for training, designs, development, testing, or any other services provided by USP.

ADDITIONAL PROFESSIONAL SERVICES

These rates will be fixed for the first 3 years, and the Long Beach, California - Consumer Price Index may be applied to year 4 and 5 starting at year 4, should City elect to extend the contract.

City Rate schedule		
USP Position	**Role**	**Hourly Rate**
Support Manager	Support Management	$160.00
Solution Architect	CC&B Functional Architect	$175.00
Solution Architect	MWM Functional Architect	$175.00
Designer (Onshore)	CC&B Designer	$160.00
Technical Architect	CC&B/MWM Technical Architect	$175.00
Developer (Offshore)	CC&B/MWM Developer	$55.00
Technical Trainer	CC&B Technical Training	$160.00

PAYMENT SCHEDULE

Month Invoiced is the month the invoice is delivered to City. Invoice will be for Services and/or Deliverables rendered in the prior month and will include acceptance certificates.

1. Core Production Support Services

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
1	Start-up and Transition • Start-up Completion • Transition Process	CP1	Review and Approve per Completion Criteria	$164,000.00	Oct 2017	Nov 2017
2	Transition Completion • Transition Assessment	CP2	Review and Approve per Completion Criteria	$164,000.00	Nov 2017	Dec 2017
2-6	Core Production Services	CP 3-6	Review and Approve per Completion Criteria	$164,000.00	Dec 2017 To Mar 2018	Jan 2017 To Apr 2018
7-36	Core Production Services • Application and Technical Support Services	CP 7-36	Review and Approve per Completion Criteria	$158,000.00	Apr 2017 To Sep 2020	May 2017 To Oct 2020

2. Stabilization

The following milestones assumes the 10% discount as the City has accepted the scope of work. It also considers the 10% retention until final acceptance and completion of the Stabilization phase.

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
1	Stabilization Requirements Analysis and Solutions • Online Performance of CC&B and MWM (RFP O.1.) • Automation of Workarounds (RFP (O.2.) • Resolution of CC&B v2.5 SR 3367 (RFP O.3.) and review new v2.5 functionality • Automate Calendar Upload (RFP O.5.) • Resolve the SR's (O.11 SR's List in Exhibit C – RFP Stabilization Scope)	S1	Review and Approve per Completion Criteria	$137,799.60	Feb 2018	Mar 2018

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
2	Stabilization Requirements Analysis and Solutions • MWM Solution Assessment (RFP O.4.) • Refuse Commercial Route Automation Project SR 3344 (RFP O.6.) • Refuse MWM Field Activity Redesign Project (RFP O.7.) • Refuse Street Sweeping Service Request Project (RFP O.8.) • MWM Reporting (RFP O.9.)	S2	Review and Approve per Completion Criteria	$137,799.60	Mar 2018	Apr 2018
3	Stabilization Agile Cycle 1a • Perform Sprints • Design User Stories • Development User Stories • Scrum Management (including Monthly Status)	S3	City confirms per Completion Criteria	$137,799.60	Apr 2018	May 2018

| 4 | Stabilization

Agile Cycle 1b

• Perform Sprints
• Design User Stories
• Development User Stories
• Unit Test User Stories
• Package for Release User Stories
• Scrum Management (including Monthly Status)
• Testing Support
• Test Scenario and Scripts
• Functional / Configuration Testing
• Integration Testing
• Systems Integration Testing
• Batch/Bill Cycle Testing
• User Acceptance Testing (UAT)
• System Procedures – Operational
• Background Process Scheduling
• Technical Infrastructure and Environment Support
• External Communications
• Review of Release Deployment-Cutover Schedule | S4 | City confirms per Completion Criteria | $137,799.60 | May 2018 | Jun 2018 |

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
	• Execute Deployment-Release Package(s) to Production Go/No Go Decision					
5	Stabilization Agile Cycle 2a • Perform Sprints • Design User Stories • Development User Stories • Scrum Management (including Monthly Status)	S5	City confirms per Completion Criteria	$137,799.60	Jun 2018	Jul 2018

| 6 | Stabilization

Agile Cycle 2b

• Perform Sprints
• Design User Stories
• Development User Stories
• Unit Test User Stories
• Package for Release User Stories
• Scrum Management (including Monthly Status)
• Testing Support
• Test Scenario and Scripts
• Functional / Configuration Testing
• Integration Testing
• Systems Integration Testing
• Batch/Bill Cycle Testing
• User Acceptance Testing (UAT)
• System Procedures – Operational
• Background Process Scheduling
• Technical Infrastructure and Environment Support
• External Communications
• Review of Release Deployment-Cutover Schedule | S6 | City confirms per Completion Criteria | $137,799.60 | Jul 2018 | Aug 2018 |

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
	• Execute Deployment-Release Package(s) to Production Go/No Go Decision					
7	Stabilization Agile Cycle 3a • Perform Sprints • Design User Stories • Development User Stories • Scrum Management (including Monthly Status)	S7	City confirms per Completion Criteria	$137,799.60	Aug 2018	Sep 2018

| 8 | Stabilization

Agile Cycle 3b

• Perform Sprints
• Design User Stories
• Development User Stories
• Unit Test User Stories
• Package for Release User Stories
• Scrum Management (including Monthly Status)
• Testing Support
• Test Scenario and Scripts
• Functional / Configuration Testing
• Integration Testing
• Systems Integration Testing
• Batch/Bill Cycle Testing
• User Acceptance Testing (UAT)
• System Procedures – Operational
• Background Process Scheduling
• Technical Infrastructure and Environment Support
• External Communications
• Review of Release Deployment-Cutover Schedule | S8 | City confirms per Completion Criteria. | $137,799.60 | Sep 2018 | Oct 2018 |

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
	• Execute Deployment-Release Package(s) to Production Go/No Go Decision					

| 9 | Stabilization

Agile Cycle 4a

• Unit Test User Stories
• Package for Release User Stories
• Scrum Management (including Monthly Status)
• Testing Support
• Test Scenario and Scripts
• Functional / Configuration Testing
• Integration Testing
• Systems Integration Testing
• Batch/Bill Cycle Testing
• User Acceptance Testing (UAT)
• System Procedures – Operational
• Background Process Scheduling
• External Communications
• Review of Release Deployment- Cutover Schedule
• Execute Deployment- Release Package(s) to Production

Go/No Go Decision | S9 | City confirms per Completion Criteria | $137,799.60 | Oct 2018 | Nov 2018 |
| TBD | Stabilization | SKT | City confirms per | $137,799.60 | TBD | TBD |

Est Month	Payment Milestone	M #	Approval Process	Amount	*Month Services Performed	*Month Invoiced
	Knowledge Transfer • Training and Knowledge Transfer MWM (RFP O.10.) • Training and Knowledge Transfer MWM Training Materials (RFP O.10.) • Training and Knowledge Transfer CC&B Functional (RFP O.10.) Training and Knowledge Transfer CC&B Technical (RFP O.10.)		Completion Criteria			
10	Final Acceptance – Agile Stabilization Final Stabilization Acceptance Release holdback of 10%	F1	Steering Committee provides Final Stabilization Acceptance	$172,249.50	Dec 2018	Dec 2018
	Total			**$1,550,245.50**		

3. Bucket of Hours

Payment schedule and milestones will be defined in the individual change requests.

ADDITIONAL PROFESSIONAL SERVICES

City has the option to request additional professional services from USP pursuant to the Change Order process in 1.7 of this SOW.

7. GENERAL ASSUMPTIONS

1. City will provide timely provisioning of, and access to, office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from City agents, and employees to the extent such responsibilities are assigned to City elsewhere in this SOW.

2. City will provide USP with appropriate access to the relevant functional, technical, and business resources with adequate skills, knowledge, and decision-making authority to support the services throughout the SOW.

3. City will provide the USP Support team with adequate workspace, computer VPN access (if necessary to comply with City's security requirements), and normal equipment and business supplies for the duration of the Project. This will include reasonable access to conference rooms, overhead projectors, white boards, desks, and computer communication hook-up for communication between City and USP, local and remote systems for each team member, computers (if necessary to comply with City's security requirements) and other reasonable facilities to support the activities under this SOW.

4. USP's on-site staff will provide their own laptop computers. USP computers will comply with the same or higher security standards as City and be current with virus software. City will provide security standards to USP in advance. USP will need Internet access to the USP network for communication as described above. USP staff will also need to have access to City network for related documents and software. City should have a high-speed Internet connection and VPN (virtual private network) access established when USP arrives on-site.

5. City will communicate with vendors and departments within the organization, and facilitate their participation when that is appropriate; and be responsible for the timeliness and quality of their activities and work product.

6. USP Team and USP Support Manager will typically arrive to City site Monday and depart by mid-day Thursday. For those travel weeks, Fridays are typically spent working remotely.

7. CC&B / MWM support artifacts will be housed on City's Sharepoint site, or other comparable file sharing system with accessibility by the entire project team and others as required.

8. City is responsible for clearly validating/reviewing its requirements and providing, in a timely manner, additional supporting documentation requested by USP.

9. An escalation process has been defined in 1.7 of this SOW and will be utilized to resolve disputes that occur in the performance of the SOW. However, the parties will work together cooperatively to resolve any discrepancies in the responsibilities, schedule or deliverables defined in this SOW.

8. EXHIBITS

EXHIBIT A-1 – ACCECPTANCE CERTIFICATE

Acceptance Certificate	

Pursuant to the Agreement, UTILITY SOLUTIONS PARTNERS is providing this Acceptance Certificate to City for the Acceptance of the following Services and Deliverables:

Project Phase	Services & Deliverables	Date Delivered	Amount

Total

<City Acknowledgment>: The Services and Deliverables described herein are accepted. UTILITY SOLUTIONS PARTNERS is authorized to invoice according to terms of the Contract for Services.

SUBMITTED FOR USP:

By: _____   Date:

Title: **Support Manager**

ACCEPTED FOR The City

By: _____   Date:

Authorized Signature

Title: _____

EXHIBIT A-2 – REJECTION NOTICE

Pursuant to the Agreement, The City is providing this Rejection Notice to USP for the Services and Deliverables:

Services & Deliverables (Include Rejection Reason)	Date Delivered	Amount

SUBMITTED FOR the City:

By: _____   Date:
_____

Title:

ACKNOWLEDGED BY USP:

By: _____   Date:
_____

Title: **Support Manager**

Title: _____

EXHIBIT B – CHANGE ORDER FORM

Project Name		Ref No. 001
Phase Name		

Submitted By:	Date Submitted:	Date Required By:
	MMDDYYY	MMDDYYY

Summary Description:

Detailed Description:

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

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

Change Approval	<The City >	UTILITY SOLUTIONS PARTNERS
Signature		Steven Casazza
Title		President
Date		

USP

EXHIBIT C – RFP STABILIZATION SCOPE

City's Stabilization Scope items are listed below as defined in Attachment O of City RFP. USP Comments have been added. O.11 SRs has been further expanded for clarity.

RFP ID	RFP Description	USP Responsibility
O.1. Online Performance of CC&B and MWM	Review the most frequently used CSR business transactions which are underperforming, and identify solutions to reduce the time to complete the transactions. The solutions may include database tuning, application tuning, BPA scripts, enhancements to reduce the number of steps, and a combination of there. The top business transactions include: • Start service • Functionality to Cancel Rebill • Various Data Search Delays • Presentation, working and navigating To Do's	USP will perform Requirements and Solution Analysis to be included in the fixed price with Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.

USP

RFP ID	RFP Description	USP Responsibility
	• Field Activities requiring appointments • MWM Site Grouping (e.g. 3 field workers arriving at one location)	

O.2.
Automation of Workarounds
	Review the existing workarounds, and design/deliver automated solutions.
	
	The current list includes:
	
	Continuous Queries
	
	   • Multi-Family Residential with Commercial Refuse SA
	
	   • Incomplete Adjustments
	
	   • Freezable Adjustments
	
	   • Active OP SAs with credit/debit
	
	   • $35 Service Establishment Fee (FA added without start)
	
	   • Pending Bill Exists (No To Do Exists)
		USP will perform Requirements and Solution Analysis to be included in the fixed price with Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.

USP

RFP ID	RFP Description	USP Responsibility
	• To Dos over 1 Month Old • Inactive meter with usage, no active SA, & other SAs exist • Month zero consumption • Master Gas Meter with Gas IM SA • Bill After Dates • SP with More Than One SA Queries for Clean UP • Closing Always open bill cycle assigned to active SAs • Auto Pay on City Pay Accounts • Stopped PA SAs with debt • Postpone credit review dates • Potential AMI clean up	

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USP

RFP ID	RFP Description	USP Responsibility
O.3. Resolution of CC&B v2.5 (See 3367 in SR List below)	The new version of CC&B has issues with the way the information is presented on the screen. The new word-wrap feature has changed the layout of the screens and the CSR's have to scroll to see all the information. This is inconvenient and City would prefer to have all the information presented on one screen, perhaps change the resolution or remove Field Order Status, etc. Proposer to provide options. Field Activities is a good example below.	USP will provide options to City and drive a technical solution with Oracle if a customized solution not possible. USP will review the new features and functionality that was introduced in CC&B v2.5.
O.4. MWM Solution Assessment	Proposer will conduct an assessment of the current MWM solution configured for City. The proposer will provide a fit-gap report on business need, best practices, and define scope and cost to address the gap. The objective is to identify and size all the required functionality and tools to meet the current business requirements which will be reviewed during this effort.	USP will perform Requirements and Solution Analysis to be included in the fixed price with Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.

RFP ID	RFP Description	USP Responsibility
O.5. Automate Calendar Upload	Proposer will design and develop an automated process to upload the calendars into CC&B and MWM. City to provide a machine-readable file. Format will be defined based on design.	USP will perform Requirements and Solution Analysis to be included in the fixed price with Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.
O.6. Refuse Commercial Route Automation Project (See SR 3344 in SR List)	Refuse is looking to add the commercial collection routes as part of the MWM field activity collection process. Currently this process is managed by the use of excel spreadsheets and manual documentation in CC&B. Refuse would like to automate this process and have the field activity created in CC&B and dispatched out to MWM on the regular commercial pick up day.	As part of a MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements during Stabilization with Implementation of solutions prioritized within Stabilization Agile Sprints. The development of the solution is included in the

USP

RFP ID	RFP Description	USP Responsibility
		Combined MWM Refuse Project and not the 80 SR's.
O.7. Refuse MWM Field Activity Redesign Project	Refuse is requiring a redesign of their current field activity completion screens. Due to new reporting requirements Refuse needs to report the number of items collected by item type. For example, number of mattresses, box springs, stoves, televisions, etc. Currently this functionality does not exist in the Refuse completion details of the field activities. Review existing completion details for Refuse, and revamp process to ensure it meets the business requirements. This will include changes to screens and configuration application.	As part of a MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements during Stabilization with Implementation of solutions prioritized within Stabilization Agile Sprints. The development of the solution is included in the Combined MWM Refuse Project and not the 80 SR's.
O.8. Refuse Street Sweeping Service Request Project	Add street sweeping requests for service as part of the MMW field activity collection process. An example of this would be calls received to "re-sweep" the street. Currently this is managed manually. This process must be automated and have the field activity created in CC&B and dispatched to MWM for completion.	As part of a MWM Refuse Project, USP will perform Requirements and Solution Analysis for all Refuse Requirements during Stabilization with Implementation of solutions

RFP ID	RFP Description	USP Responsibility
		prioritized within Stabilization Agile Sprints. The development of the solution is included in the Combined MWM Refuse Project and not the 80 SR's.
O.9. MWM Reporting	Design and develop screens or reports for metrics (mileage reports, route areas, completion of FA's, etc.). Design and develop up to 10 additional reporting scripts.	USP will perform Requirements and Solution Analysis to be included in the fixed price with Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.
O.10. Training and Knowledge Transfer	One (1) week MWM training workshop on the application, industry best practices and optional extensions	USP will perform 1 week MWM Training Workshop that includes the following: Workshop for crews, dispatcher, supervisors, and system admin. From downloading apps from app

USP

RFP ID	RFP Description	USP Responsibility
	One (1) week CC&B workshop on specific topics, including: • Rate configuration • Credit and collections • Financial transactions • Case Management • BPA • UPK/OPPS • More? • Do we need technical training? • Java for CC&B • Writing queries • ...more Develop MWM training documentation for end users (see below for a snapshot of existing material, which needs to be revamped to address	stores and from creating activities in CC&B, to manual/automatic dispatching, working and completing activities on devices, reviewing completed activities in both MWM and CC&B, and executing search and online reports. USP will develop the MWM training material.

USP

RFP ID	RFP Description	USP Responsibility
	existing practices, business process improvements with a focus on the upgraded solution).	
O.11. Resolve the following SR's	See O.11 SR List on next page	Implementation of solutions prioritized within Stabilization Agile Sprints (80 SR's). If there are any items that fall outside the 80 SR limit, they will be accommodated during the Core Support Services.

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O.11 SR List

Issue ID	Short Title	Supporting Information	Product
3165	CC&B - No High/Low Parameters After AMI Upgrade	A read (over 1000) didn't go through the high/low process. Each read after the AMI upgrade is missing high/low parameters.	AMI
1906	Payment Arrangements - Cancel All PA SAs for Partial Payments	Request is to have CC&B cancel all PA SAs when a payment does not satisfy the required amount due. (Partial Payments should work like a missed payment)	CC&B
3705	Turn on SA's Not Submitting	Specific account is not allowing SA to be submitted.	CC&B
3960	Problem with Website Security Certificate	When logging on to CC&B, a warning appears with the following message: There is a problem with this website's security certificate. The security certificate presented by this website was not issued by a trusted certificate authority.	CC&B
3408	CC&B - Auto-Cancel TFGS/TFW	Evaluate to auto-cancel TFGS/TFW created by SYSUSER in pending status when a new START is entered with scheduled MRG/MRW FA's. The TFGS/TFW created by SYSUSER are triggered upon completion of	CC&B

Issue ID	Short Title	Supporting Information	Product
		TFNOTFY/TFNOFYW with field activity remarks "GAS-FA-Left Pending Turn Off Notice" "Water-FA-Left Pending Turn Off Notice."	
242	BP - Multiple premises on one account causing bill print issues	Multiple premises on account is causing problems with bill print.	CC&B
1087	CC&B - Top 100 Water & Sewer Cust Reporting Requirements	Report needed to capture the top 100 Water and Sewer Customers.	CC&B
1564	CC&B - No UUT Transfer Adjustment on System Generated Transfers to Like SA's	When the System transfers debt Gas or Water from 1 premise (stopped) to another premise (active same SA Type). The system transfers the debt in one lump sum (total debt) it should create 2 separate transfers.	CC&B
2768	Reports - Check dates on CC&B Voucher report are not matching	Refund check date on CC&B Voucher report is not matching to date on actual check.	CC&B

City of Long Beach

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Issue ID	Short Title	Supporting Information	Product
2844	Policy needed from LBGO on the amount of time (history) DTI should keep files for viewing.	Removed.	CC&B
3145	CC&B - Collections Transfer Activity Report	City is looking for a way to track payments where the collections department has transferred debt from a stopped account in write off to an active account in good standing.	CC&B
3434	MCUES phase two	Removed.	CC&B
3437	GIS Interface	Interface with CIS based on the premise id as the index	CC&B
3607	Simpler - FA Status Report Duplicate FA ID appearing on report	Removed.	CC&B
1036	Water Dept. Sewer Damage Claim Bill Print Corrections	Configuration and customizations may be required. To be investigated with InfoSend.	CC&B

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USP

Issue ID	Short Title	Supporting Information	Product
~~3754~~			
3864	IVR payments not posted	Some few IVR payments are not posting, causing some customers to make duplicate payments and need to be posted manually. Analysis is needed.	CC&B
~~3913~~	~~Simpler - Collection Alert Accounts - ADD additional filter/information~~	~~Removed.~~	~~CC&B~~
3963	CC&B - Query Pending Bill Exists	Billing needs to identify accounts that have a pending bill exists from November 2013 to January 2017. Elements needed: Account ID and date of pending bill. Closed.	CC&B
3241	CC&B MWM Slow Performance	Both applications are taking too long to respond to complete certain transactions.	CC&B
3337	New Credit Card Processor/E-check/iNovah/In-Person	Needs analysis for new credit card processor/echeck/Inovah/in Person new vendor	CC&B

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Issue ID	Short Title	Supporting Information	Product
3415	Repository for Documentation, Code drops, Designs etc.	City has requested assistance to build a repository of documentation, code drops, designs, etc. that reflect the work done to develop and support MWM and CC&B.	CC&B
3867	To Do Search does not display FA ID as a search option	The To Do Search does not display FA ID as a search option. The old version of CC&B Prod did have FA ID as a search option but CC&B25 does not.	CC&B
3983	Search Pop window displays odd names for fields and buttons	The search pop-up window displays odd information for the search fields and search buttons on a customer contact search.	CC&B
2358	BOE LBWD FA Completion Reports do not give the current Fiscal Year	All the instances of the Water - LBWD FA Completion Report - 5-YR and the Water - LBWD FA Completion Report - Monthly that have run from Nov 1 2014 to Sept 1 2015 are returning data from Fiscal year 2014.	CC&B
3006	CC&B - Query of FAs with No Reporting Group	Closed On the Crystal Report called LBWD FA Completion Report, we see a large number of activities per month	CC&B

Issue ID	Short Title	Supporting Information	Product
		under the category "No Reporting Group". City needs analysis on which FA's are these.	
3367	2.5 CC&B Version Screen Resolution	Resolution in 2.5 has changed from a one line item, single space to a larger font size, double space. This causes data to not all appear on screen. Users must scroll and are unable to change the resolution.	CC&B
3655	Gas Leak Orders are not allowed on Holidays and they should be.	Currently in Progress.	CC&B
3807	MCUES - Balance Discrepancy	Removed.	MCUES
156	MWM - Script Error when Verify Button Clicked on Water Exchange FA	Script Error Message appears when Water Mobile Worker clicks the Verify Button after entering a new meter number for the exchange.	MWM
1917	Phantom Activities	Duplicate activities are sometimes being created when CC&B sends an order over to MWM. One of the orders	MWM

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Issue ID	Short Title	Supporting Information	Product
		has no FA number in CC&B, the other is the one we want to keep. Currently in Progress.	
1920	Emergency Orders Need to have a comment box added for Rejections	Emergency Orders Need to have a comment box added when the FA is rejected by the Mobile Worker.	MWM
2171	MWM - Read is not recognized when completing assignment	User entered the read, but after clicking "complete" the error message appeared on the top of the page indicating that a "read was required" even though a read was entered.	MWM
3093	WATER- MWM Crew Shift Notebook gets stuck when making changes to MWM Shift	When modifying an existing future crew shift on the Crew Shift Notebook, upon selecting "SAVE", the screen remains open. Unknown if changes were saved. The "X" in the top right of the window does not close out the screen either.	MWM
3144	MWM - TNWNMS - Make FA Remark a required field.	In MWM, we need the FA Remark to be a required field for the following FA Type: TNWNMS - New Meter Survey and Turn On Water	MWM

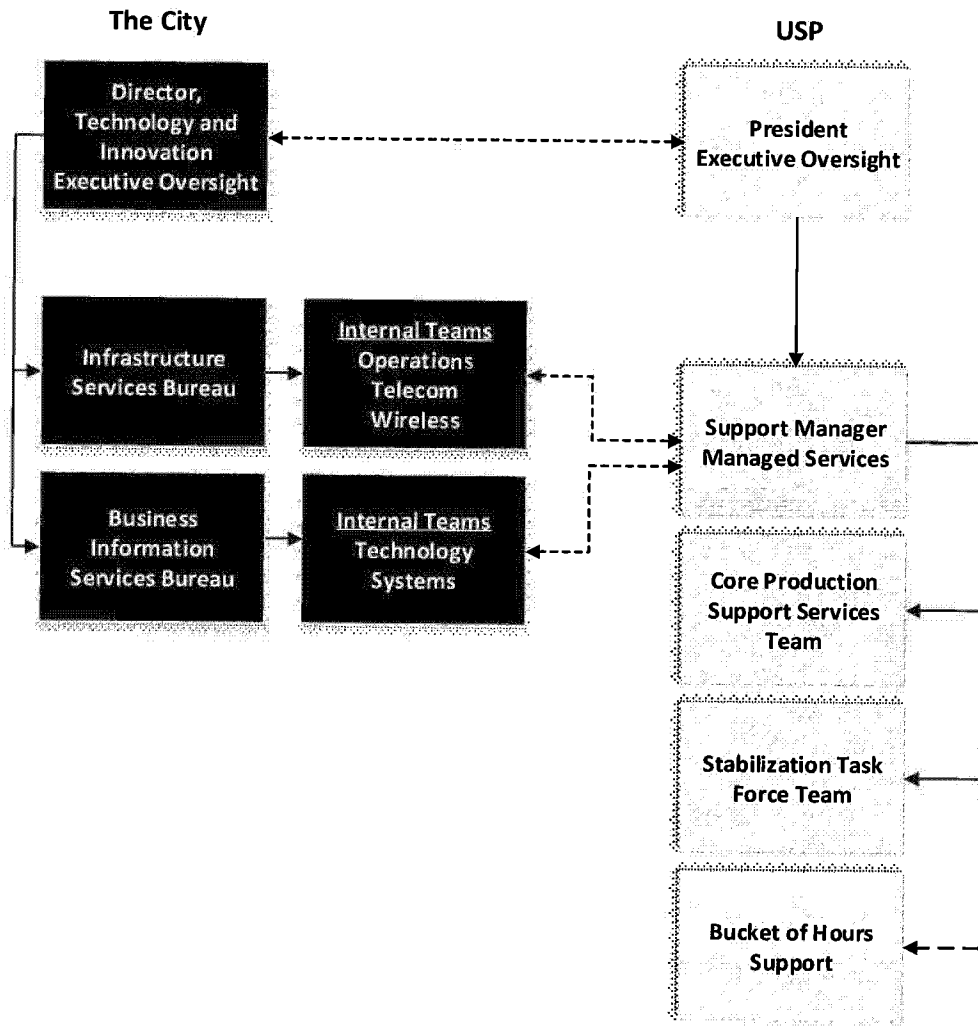| Issue ID	Short Title	Supporting Information	Product
3344	REFUSE - Analysis needed to add Refuse Commercial Crew Routes in MWM for Pickups	Currently there are numerous refuse commercial routes that are collected using an excel spreadsheet. Refuse would like to automate this process and have the FA be created in CC&B and dispatched out to MWM on the regular commercial pick up day	MWM
3484	Gas Work Calendar	Unable to update Gas Work Calendar for next year's holiday schedule. When trying to update Gas Work Calendar; get time out error message.	MWM
3791	Scheduled FA not showing on the cm Field Activity Report.	An FA was scheduled form 1/21/17, however the "cm Field Activity Report" does not pick it up. Attached is a snapshot of the "cm Field Activity Report" and the scheduled FA.	MWM
3833	MWM - Activity Query Time Out	When searching for a FA in MWM, it takes a good amount of time before a return, sometimes it times out before any return.	MWM
3865	Site Matching in MWM	Review requirements to enhance the Site Matching capabilities using Premise Address and Site Address to improve Site Matching for MWM	MWM

USP

Issue ID	Short Title	Supporting Information	Product
~~3878~~	~~WHLOWM Service Class Data Change Request~~	~~Closed/Resolved~~ ~~No Additional Info Provided by City~~	~~MWM~~
3368	Scheduling FAs during POU	The POU is being pushed out and giving the crew FA's during the time of the POU.	MWM
3378	Restore Alert Purge Process in Production	Restore Alert Purge Process in Production in MWM	MWM

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EXHIBIT D – SUPPORT ORGANIZATION

Managed Services
Staffing Model

The City

USP

The City:
- Director, Technology and Innovation Executive Oversight
- Infrastructure Services Bureau
- Internal Teams Operations Telecom Wireless
- Business Information Services Bureau
- Internal Teams Technology Systems

USP:
- President Executive Oversight
- Support Manager Managed Services
- Core Production Support Services Team
- Stabilization Task Force Team
- Bucket of Hours Support

Managed Services
Staffing Model
Continued

The City

USP
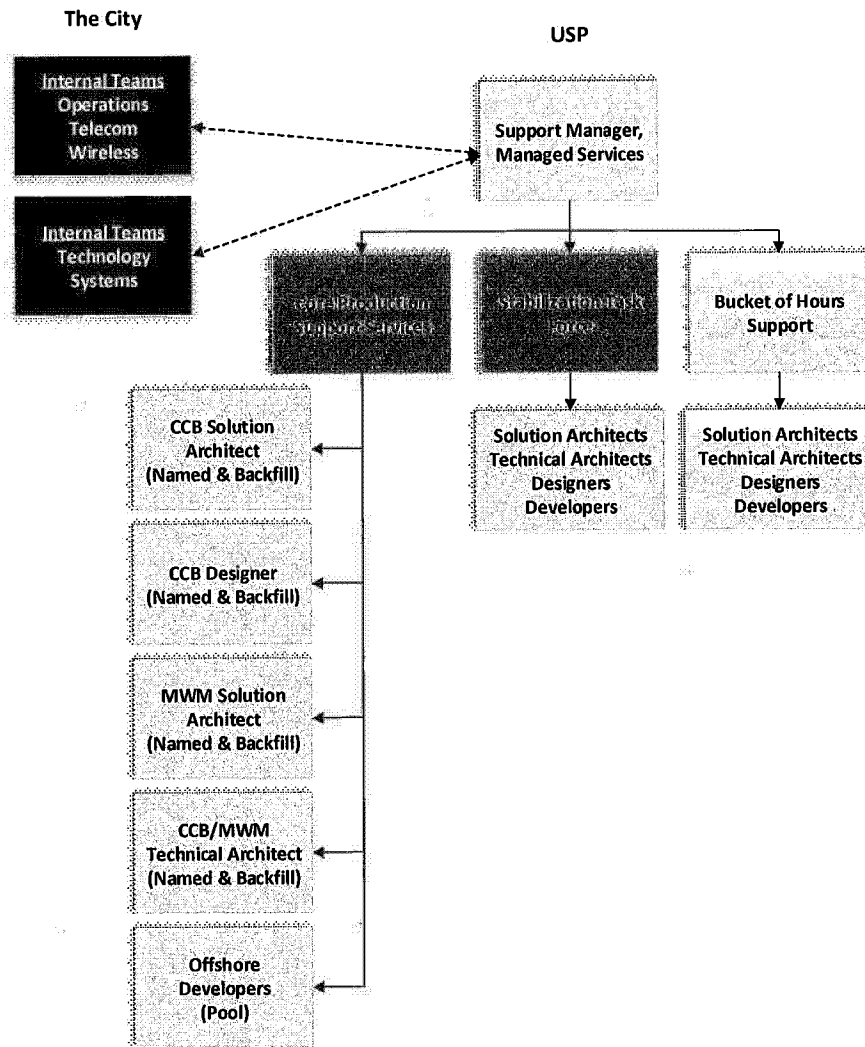
EXHIBIT E – CORE PRODUCTION SUPPORT SERVICES MONTHLY CHECKLIST

To be reviewed and updated as tasks and roles change. This list is NOT all inclusive, but rather a sample of the types of services provided by USP

The following checklist will be reviewed and completed by USP and the City on a monthly basis. This certificate will be submitted with the monthly invoice.

Tasks	Acceptable / needs improvement ('A'/'I'/ or 'N/A')	Comments
1. Provide trouble shooting and triage for Utility Software Solution. Answer basic inquiries about application functionality. Receive and document break/fix reports.		
2. Diagnose and correct issues		
3. Develop application enhancement per Oracle application standard		
4. Document and perform Configuration Changes		
5. Provide end user support as needed, including answering functional questions from the business users and TI		
6. Providing data fixes		
7. Provide on the job training or training documentation as required		
8. Application and business process alignment		

Tasks	Acceptable / needs improvement ('A'/'I'/ or 'N/A')	Comments
9. Provide information on industry best practices		
10. Resolution of custom code/interface bugs		
11. Attending CC&B/MWM team meetings		
12. Develop, maintain and test reports		
13. Write Scripts/queries		
14. Conduct unit/regression/integration testing		
15. Assist with reporting and managing Oracle issues/defects, with involvement of the City		
16. Determine root cause problem analysis		
17. Support Regression Testing.		
18. Support Acceptance Testing.		
19. Database Maintenance review/monitoring		
20. Environment Monitoring and Management		
21. Version Control and Code and Configuration Management		
22. Application Performance Tuning		
23. Application of upgrades, Patches and Service Packs		
24. Batch Schedule updates		
25. Batch Support		

Tasks	Acceptable / needs improvement ('A'/'I'/ or 'N/A')	Comments
26. Hardware / Network / Operating System Support		
27. Technical Architecture Review and QA		
28. Code Migration Packages		
29. Meeting SLA's		
30.		
31.		
32.		
33.		

Additional Comments:

Core Support Services	<The City >	UTILITY SOLUTIONS PARTNERS
Signature		Steven Casazza
Title		President
Date		

EXHIBIT F – SERVICE LEVEL AGREEMENT (SLA)

USP stands behind all of its work and will correct any defect in a deliverable for a minimum of one (1) year from the date of implementation. This includes any defects associated with a USP developed enhancement or work product, at no additional cost.

Work products developed by City or prior support / implementation vendors or other 3rd parties are not included.

However, if USP does modify a work product from City or prior support / implementation vendors or other 3rd parties and it is determined that USP's modification is in defect or has caused the previous work product to perform inconsistently, then USP will provide the same correction of that modification as if it was developed solely by USP.

For instances where USP believes that the defect was a result of work products developed by the City of prior support vendor, then the onus is on USP to provide proof (forensic evidence) to support their claim. Once it has been established that the defect is not a result of USP's works, then the Support managers will discuss resolution. The defect may be corrected as part of the Core Productions Support Services at no additional cost, may be negotiated as part of the 80 SR's in Stabilization at no additional cost, or part of the Bucket of Hours as a last resort.

The following SLA table is for all issues identified online and in batch. All batch errors that prevent the batch schedule from continuing or completing is consider severity level 1.

Severity Level	Performance Criteria
1	**Initial Response Time:** One (1) Hour **Target Resolution Time:** USP resources will be applied 24X7 until issue is resolved. **Subsequent Responses:** Every two (2) hours until resolved

Severity Level	Performance Criteria
	Resource Commitment: 24-Hour commitment to Severity 1 incidents - 24x7 until the issue is addressed. The City must provide a contact during this 24x7 period, either on-site or by pager, to assist with data gathering, testing, and applying fixes. City to propose this classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from USP. **SLA Penalty Trigger:** **Per incident (excluding repeat offenders):** Ten (10) Service Credits will be provided by USP for a given incident where USP does not respond within the given time commitment or with subsequent updates and responses as defined above. **Repeat incident or when the solution implemented by USP fails to perform:** Twenty (20) Service Credits will be provided by USP on repeat offender where USP does not respond within the given time commitment or with subsequent updates and responses as defined above. Maximum of Thirty (30) service credit per incident within Thirty (30) day period.
2	**Initial Response Time:** Three (3) Hours **Target Resolution Time:** USP resources will be applied 24X7 during the week until issue is resolved. (Holidays and weekends excluded) **Subsequent Responses:** Daily until resolved

Severity Level	Performance Criteria
	Resource Commitment: 24-Hour commitment to Severity 2 SRs - 24x7 for business days until the issue is addressed or if useful progress can be made. The City must provide a contact during this 24x7 period, either on-site or by pager, to assist with data gathering, testing, and applying fixes. **SLA Penalty Trigger:** **Per incident (excluding repeat offenders):** Five (5) Service Credits will be provided by USP for a given incident where USP does not respond within the given time commitment or with subsequent updates and responses as defined above. **Repeat incident or when the solution implemented by USP fails to perform:** Ten (10) Service Credits will be provided by USP on repeat offender where USP does not respond within the given time commitment or with subsequent updates and responses as defined above. Maximum of fifteen (15) service credit per incident within thirty (30) day period.
3	**Initial Response Time:** Eight (8) Hours **Target Resolution Time:** Five (5) business days. **Subsequent Responses:** Every Two (2) days until resolved **Resource Commitment:** As agreed based on priority defined by Support Managers. **SLA Penalty Trigger:**

Severity Level	Performance Criteria
	None.
4	**Initial Response Time:** Eight (8) Hours **Target Resolution Time:** As agreed **Subsequent Responses:** As agreed **Resource Commitment:** As agreed based on priority defined by Support Managers. **SLA Penalty Trigger:** None.

SEVERITY 1 INCIDENT

The CC&B / MWM Application or USP / City developed CC&B/MWM product extensions, integrations, reports, or other components (as defined by and completed under the terms of the SOW) stop or are so severely impacted that City cannot reasonably continue testing or business operations. The function is mission critical to the business and the situation would be considered an emergency if in production operation.

Pre-Deployment Resolution: The USP and City Support Managers will review these incidents within the context of Project activities and priorities. The Support Managers will agree on appropriate resolution times based on these priorities.

Post Go-live Resolution: Initial response within 1 hour, worked 24x7 until a resolution or workaround is found. City must provide a contact during this 24x7 period, either on-site or by phone, to assist with data gathering, testing, and applying fixes. City is requested to propose this

classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from USP.

SEVERITY 2 INCIDENT

The CC&B / MWM Application or USP / City developed CC&B/MWM product extensions, Integrations or reports (as defined by and completed under the terms of the SOW) encounters a problem which (1) causes a severe loss of service (2) Has no acceptable workaround available however, (3) Testing or Business Operations can continue in a restricted fashion.

Pre-Deployment Resolution: The USP and City Support Managers will review these incidents within the context of Project activities and priorities. The Support Managers will agree on appropriate resolution times based on these priorities.

Post Deployment Resolution: Initial response within 3 hours, worked 24x7 until a resolution or workaround is found. City must provide a contact during this 24x7 period, either on-site or by phone, to assist with data gathering, testing, and applying fixes. 90% of problems resolved in 4 business days utilizing a priority as agreed to by the parties.

SEVERITY 3 INCIDENT

The CC&B / MWM Application or USP / City developed CC&B/MWM product extensions, Integrations or reports (as defined by and completed under the terms of the SOW) encounters a problem which (1) causes a minor loss of service (2) may require a workaround to restore functionality however, (3) Testing or Business Operations can proceed, but steps may be omitted or workarounds necessary.

Pre-Deployment Resolution: The USP and City Support Managers will review these incidents within the context of Project activities and priorities. The Support Managers will agree on appropriate resolution times based on these priorities.

Post Deployment Resolution: Initial response within 8 Hours. Targeted Resolution Time: 90% of problems resolved in 5 business days utilizing a priority as agreed to by the parties.

SEVERITY 4 INCIDENT

The CC&B / MWM Application or USP developed CC&B/MWM product extensions, integrations or reports (as defined by and completed under the terms of the SOW) encounters a problem which (1) causes no loss of service (2) Is considered a minor error, incorrect behavior, or a documentation error that does not impede the operation of the application.

Pre-Deployment Resolution: The USP and City Support Managers s will review these incidents within the context of Project activities and priorities. The Support Managers will agree on appropriate resolution times based on these priorities.

Post Deployment Resolution: Initial Response within 1 business day. Resolution Time: Addressed as agreed to.

SLA Assumptions:

Response times will not include time while an issue is assigned or reassigned to a City resource. Issues will be reassigned back to a City resource if it does not contain proper documentation or USP has additional questions/clarifications around the issue. USP may track time while an issue is with a City resource for informational purposes, but, this time will be excluded from response and resolution time measurement.

All issues requiring an Oracle Service Request to be opened will not count towards any USP SLA metrics. The issue will follow the Oracle Support Policy in place at the time the SR was opened. USP is not responsible for the time it takes Oracle to provide resolution on the issue. However, USP will work with Oracle to provide required information, to follow-up with Oracle to obtain a status on open SR's, and will then provide the City with regular updates as part of the SR's status reports.

--------------------END OF DOCUMENT------------------

EXHIBIT "B"

Rates or Charges

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach

Request For Proposals Number TI 17-095
For
CC&B/MWM/Integration Managed Services

Cost Proposal

See Section 4 and Attachment G for instructions on submitting proposals.

Please complete green cells only!

Company Name: Utility Solutions Partners, LLC

Pricing for this proposal has 4 sections:
1. CORE Production Support
2. Stabilization Task Force
3. Bucket of Hours
4. Rate Care
5. Alternative Proposals and Collateral Information (free format)

All costs should be in US Dollars.

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

1. CORE Production Support

Monthly Fee for first 6 months	$164,000.00
Monthly Fee for month 7 and onward	$158,000.00

2. Stabilization Task Force

Total for Stabilization Task Force	$1,722,495.00
Total Number of trips	121
Discount applied if the City selects all tasks (%)	10.00%
Discounted Total for ALL items	$1,550,245.50

3. Bucket of Hours

Total for bucket of hours	$1,950,500.00

CORE Production Support

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

Core Production Support Services (includes transition and steady state);
Travel Expenses are fixed price and included in the pricing table below

For travel weeks, the resources will be onsite during business hours and for 32 hours a week, unless approved by the City's manager.

The City will not be charged for executive management oversight or offshore project management of offshore resources. This includes time spent supporting the project and travel expenses.

The pricing will be fixed for the first 3 years, and the Long Beach, California - Consumer Price Index may be applied for year 4 and 5 only should the City elect to extend the contract.

Please complete green cells only!

Role	FTE's	Onsite requirement for first 6 months	Ongoing onsite requirement (after the first 6 months)	Name	First 6 Months		Ongoing > 6 months	
					Fixed Price - Cost of Services - Monthly	Fixed Price - Travel expenses - Monthly	Fixed Price - Cost of Services - Monthly	Fixed Price - Travel expenses - Monthly
Project Manager	0.5	2 weeks a month	2 weeks a month	Les Powell	$12,800.00	$3,000.00	$12,800.00	$3,000.00
CC&B Functional Architect	1	Full time	3 weeks a month	Alan Craig	$28,000.00	$6,000.00	$28,000.00	$4,500.00
CC&B Designer	1	Full time	3 weeks a month	Jason Chong	$25,600.00	$6,000.00	$25,600.00	$4,500.00
MWM Architect	1	Full time	3 weeks a month	Ed Chipeta	$28,000.00	$6,000.00	$28,000.00	$4,500.00
Technical Architect (CC&B / MWM)	1	2 weeks a month	1 week a month	Steve Cates	$28,000.00	$3,000.00	$28,000.00	$1,500.00
Designers/ Developer (on-shore)	2	None	None	Pool of resources	$17,600.00	$0.00	$17,600.00	$0.00

Total by Month for first 6 months $164,000.00

Total by Month for month 7 and beyond   ** $158,000.00

** Escalation will only start in year 4, should the City elect to extend the contract.
The escalation is linked to the Long Beach CPI.

Stabilization Task Force

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

Stabilization Task Force Project (6 month mini-project to accomplish short-term stabilization goals)
Each item listed will be fixed price with payment milestones tied to deliverables (please include milestones and acceptance criteria in
All Travel expenses must be included in the fixed price.
All assumptions must be included in SOW template,Tab 6 of your proposal.
The City my select none, some or all of these items. Please provide discount to be applied if the City elects to move forward with all
items listed below.

Please complete green cells only!

All Travel expenses must be included in the fixed price.		Fixed Price (including travel expenses)	Number of trips included in pricing
O.1.	Online Performance of CC&B and MWM	$76,488.00	4
O.2.	Automation of Workarounds	$240,390.00	14
O.3.	Resolution of CC&B v2.5	$10,927.00	1
O.4.	MWM Solution Assessment	$55,200.00	6
O.5.	Automate Calendar Upload	$10,927.00	1
O.6.	Refuse Commercial Route Automation Project	$136,818.00	11
O.7.	Refuse MWM Field Activity Redesign Project	$136,818.00	11
O.8.	Refuse Street Sweeping Service Request Project	$136,818.00	11
O.9.	MWM Reporting	$152,975.00	9
O.10.	Training and Knowledge Transfer	$164,160.00	19
O.11.	Resolve the following SR's	$600,974.00	34

Total for Stabilization Task Force $1,722,495.00   121

Discount applied if the City selects all tasks (%)   10.00%

Discounted Total for ALL items $1,550,245.50

Bucket of hours

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

Flexible Bucket of hours for future extensions and new functionality

Please complete green cells only!

Blended Role (CC&B and MWM)	Total hours for 5 years	Blended Rate	Total Cost
Project Manager	1,500	$160.00	$240,000.00
Onshore (Functional)	6,000	$168.00	$1,008,000.00
Onshore (Technical – Sys Admin/DBA)	1,500	$175.00	$262,500.00
Offshore (Designer/Developer)	8,000	$55.00	$440,000.00

Total for bucket of hours $1,950,500.00

Rate Card

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

The rates will be fixed for the first 3 years, and the Long Beach, California - Consumer Price Index may be applied for year 4 and 5 only should the City elect to extend the contract.

Please complete green cells only!

	Resource Title	Resource Role Description	Hourly Rate
1	Project Manager	Project Management	$ 160.00
2	Solution Architect	CC&B Functional Architect	$ 175.00
3	Solution Architect	MWM Functional Architect	$ 175.00
4	Designer (On-shore)	CC&B Designer	$ 160.00
5	Technical Architect	CC&B/MWM Technical Architect	$ 175.00
6	Developer (Off-shore)	CC&B/MWM Developer	$ 55.00
7	Technical Trainer	CC&B Technical Training	$ 160.00
8			$ -
9			$ -
10			$ -
11			$ -
12			$ -
13			$ -
14			$ -
15			$ -
16			$ -
17			$ -
18			$ -
19			$ -
20			$ -

Alternative Proposals and Collateral Information

City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Company Name: Utility Solutions Partners, LLC

Describe and provide detailed pricing including ALL associated costs (i.e. licensing, maintenance, etc.) for alternative proposals included in the narrative/technical proposal. Included references to additional attachments that support this information. Pricing must not appear in any other documents.

EXHIBIT "C"

City's Representative:

Jasmine Frost, Manager

(562) 570-5552

EXHIBIT "D"

Materials/Information Furnished: None