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SAN BERNARDINO COUNTY

Contract Number

23-1006 A-1

SAP Number
4400021608

Assessor-Recorder-County Clerk

Department Contract Representative	Tim Gaeta, Departmental IS Administrators
Telephone Number	(909) 382-3240
Contractor	The Software Revolution, Inc.
Contractor Representative	Jeffrey Case
Telephone Number	425-330-0956
Contract Term	1/23/2023 through 1/22/2025
Original Contract Amount	$1,000,000
Amendment Amount	$0
Total Contract Amount	$1,000,000
Cost Center	3119992756

IT IS HEREBY AGREED AS FOLLOWS:

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter, call the County, and The Software Revolution, Inc., hereinafter called Consultant.

Amendment No. 1 to Contract No. 4400021608

It is hereby agreed to amend Contract No. 4400021608, effective September 12, 2023, as follows:

D. TERM OF CONTRACT
Amend Section D. to read as follows:

This contract is effective as of January 23, 2023 and expires on January 22, 2025, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

F. FISCAL PROVISIONS
Amend Section F., Paragraphs F.1 through F.3 to read as follows:

F.1 The maximum amount of payment under this Contract shall not exceed $1,000,000, of which $0 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

F.2 FEES AND PAYMENT TERMS
F.2.1 Fees. The Services and Deliverables are provided under a compensation model that includes components provided for a fixed Price ("Fixed Price").

2.1.1   Fixed Prices. Consultant will provide the Services and Deliverables identified in Table 2.2 below as Fixed Price project components for the applicable Fixed Price as stated in Table 2.2. Consultant will invoice County for all Fixed Price components according to the schedule identified in Table 2.3.

2.1.2   Payment. Customer will pay all fees in accordance with the terms set forth in the Contract.

F2.2 Pricing Tables. The following tables set forth the estimated Fees for the Services and Deliverables:

2.2.1   Consultant will provide the Services at the hourly rates set forth in Table 2.1. Consultant will invoice County for all Services on a monthly basis reflecting the actual consumption of Time and Material (T&M) hours from the previous month.

Table 2.1

Services	Type	Unit Rate	Unit Count	Price
Engineering Support Services	T&M	$300.00	1056	Not-to-Exceed $316,800
Total Services				**Not to Exceed $316,800**

Table 2.2

San Bernardino County Testing Assessment Pricing Estimate				
Tasks	**Type**	**Unit Rate**	**Unit Count**	**Price**
Test Planning and Analysis	Fixed Price	$70,000.00	1.0	$70,000.00
Batch Test Execution and Automation	Fixed Price	$127,000.00	1.0	$127,000.00
Issue Remediation and validation	Fixed Price	$300,000.00	1.0	$300,000.00
Total Including All Optional Items				**$497,000.00**
			Estimated Time In Months:	9.00

Table 2.3 Estimated Project Billing Schedule

The schedule below is Consultant's best professional appraisal according to project planning to date. The Parties acknowledge that some dates and amounts may change. The Parties shall reasonably coordinate in good faith related to substantive changes in the dates and amounts listed below.

San Bernadino County ModZim: Batch Testing Estimated Billing Schedule						1-Sep-23	1-Oct-23	1-Nov-23	1-Dec-23	1-Jan-24	1-Feb-24	1-Mar-24	1-Apr-24	1-May-34
Tasks	Type	Price	Start Date	Days	End Date	30-Sep-23	31-Oct-23	30-Nov-23	31-Dec-23	31-Jan-24	29-Feb-24	31-Mar-24	30-Apr-24	31-May-34
Contract Award Date			9/19/2023											
Test Planning and Analysis	Fixed Price	$70,000.00	9/20/2023	15	10/10/2023	$35,000.00	$35,000.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Batch Test Execution and Automation	Fixed Price	$127,000.00	9/20/2023	183	6/18/2024	$5,652.00	$14,232.00	$25,031.00	$29,713.00	$25,031.00	$15,668.00	$3,933.00	$3,870.00	$3,870.00
Issue Remediation and validation	Fixed Price	$300,000.00	10/18/2023	163	6/18/2024	$ -	$37,500.00	$37,500.00	$37,500.00	$37,500.00	$37,500.00	$37,500.00	$37,500.00	$37,500.00
Total Contract Value to Date		$497,000.00												
					Month	M1	M2	M3	M4	M5	M6	M7	M8	M9

F.3 Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within forty-five (45) calendar days after receipt of invoice or the resolution of any billing disputes.

EXHIBITS
Amend EXHIBIT 2 – Statement of Work.

All other terms and conditions of Contract No. 4400021608 shall remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 1 2 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____ Deputy

The Software Revolution, Inc
(Print or type name of corporation, company, contractor, etc.)

By ► Greg Tadlock
(Authorized signature - sign in blue ink)

Name Greg Tadlock
(Print or type name of person signing contract)

Title Executive Vice President of Sales
(Print or Type)

Dated: 8/31/2023

Address 1410 NE 122nd Way, Suite 105

Kirkland, WA 98034

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Kaleigh Ragon, Deputy County Counsel	►	Chris Wilhite, Assessor-Recorder-County Clerk
Date 8/31/2023	Date	Date 8-31-2023

EXHIBIT 2
STATEMENT OF WORK

1. DESCRIPTION OF SERVICES AND DELIVERABLES

1.1. Engineering Support

<u>Description of Services:</u> All Engineering Support tasks will be undertaken by The Software Revolution, Inc. (TSRI) based on mutual agreement between TSRI and San Bernardino County (hereinafter Client). Client will inform TSRI of any decisions pertaining to specific Engineering Support tasking to be undertaken.

Examples of Services anticipated for this project include:

1.1.1. Troubleshoot and resolve issues with the ModPIMS code, including TSRI Framework Libraries, externals, and custom developments.

1.1.2. Support testing and integration.

1.1.3. New framework implementations.

1.1.4. Performance assessment, profiling, optimization support, and refactorings.

1.1.5. Code quality, maintainability, readability, vulnerability, security, other scans and associated refactorings.

1.1.6. Go-live & deployment support.

1.1.7. Other Services as requested by SBC.

<u>Acceptance Criteria:</u> Not applicable. Engineering Support shall be invoiced on the first day of the calendar month following the month in which those hours are used.

2. RESPONSIBILITIES OF THE PARTIES

2.1. TSRI Responsibilities.

2.1.1. Provide a single point of contract to act as project manager ("TSRI PM") to work with Customer project manager ("Customer PM".)

2.1.2. Status reports in the form and frequency as agreed with the Customer PM.

2.2. Customer Responsibilities.

2.2.1. Provide a primary point of contact to act as Customer PM.

2.2.2. Customer PM to work with TSRI PM and provide access to other Customer personnel, as necessary, for TSRI to provide the Services.

2.2.3 Timely access to tools and environments necessary for the performance of the Services.

3. ASSUMPTIONS AND EXPECTATIONS

The following assumptions and expectations, that when combined with the Customer Responsibilities set forth above, are referred to as the "Project Assumptions", upon which TSRI has relied in agreeing to perform the Services and on which its estimated fees are based.

3.1 The Services will be performed at a TSRI facility in the continental U.S.

3.2 All Engineering Support personnel providing Services will be from the team that worked on the ModPIMS conversion project unless otherwise approved by SBC.

3.3 All Fees and Expenses listed are displayed in U.S. Dollars.

3.4 Should Customer request additional or different services and/or deliverables or extend the Services beyond the initial scope, a change order will be mutually agreed to by the Parties as per the Agreement.

3.5 TSRI shall not be liable for any malfunctions in Customer-provided software or Customer environments, or any delays caused thereby.

4. DESCRIPTION OF SERVICES TESTING SERVICE

4.1. Test Planning and Analysis

4.1.1. Review existing batch test plan.
4.1.2. Provide 4.1.2. Develop detailed end to end test plans with Customer.
4.1.3. Test plans will include, dynamic SQL replacement, integrations with sub systems, integration with scheduler, integration with printing.
4.1.4. Ensure all test cases have documented success criteria based upon functional equivalence comparison between the legacy and modernized system.

4.1.5. Review new test cases with Customer for approval/sign off.

4.2 Batch Test Execution and Automation

4.2.1. Execute SBC selected test jobs in the target ModPIMS environment for batch programs and planned integration tests including dynamic SQL replacement, integrations with sub systems, integration with scheduler, integration with printing.
4.2.2. Provide test reports with **test coverage**, pass/fail and status. Test reports will include output files and database tables match for all jobs with discrepancies identified.
4.2.3. Document defects as identified by test case failures in SBC's Microsoft Boards system.
4.2.4. Automate the batch test execution process via development of scripts. These batch test automation efforts will be identified, reviewed with Customer and confirmed as required by Customer. This test automation develop effort will be limited to the execution of the batch test. Comparison of results will have limited automation.

4.3 Issue Remediation and Validation

4.3.1. Setup and execute target system functional equivalence test as assigned by Customer.
4.3.2. Perform root cause analysis to determine the cause of failure of the functional equivalence tests in batch test execution, integration tests including dynamic SQL replacement, integrations with sub systems, integration with scheduler, integration with printing.
4.3.3. Remediate issues causing functional defects with the batch programs, planned integration tests including dynamic SQL replacement, integrations with sub systems, integration with scheduler, and integration with printing using best efforts with TSRI planned resources.
4.3.4. Validate that the fixes have resolved the identified functional defects to the satisfaction of Customer.
4.3.5. Deploy the fixes into the SBC Azure environment.

5. DELIVERABLES

5.1 Detailed test plan with success criteria.
5.2 Test reports documenting executed tests with pass/fail with noted exceptions for all jobs including output files and database table results.

5.3 Tickets opened in the SBC Microsoft Boards system for all test cases and defects found in execution of batch tests.

5.4 Scripts for automated batch testing processes.

5.5 Code fixes deployed into SBC Azure environment.

6. INSPECTION AND ACCEPTANCE

Customer will review and accept or reject all Deliverables provided by TSRI under this Statement of Work (SOW) within five (5) business days of Customer's receipt of a Deliverable. After a completed Deliverable has been submitted to Customer, Customer shall: (i) evaluate the Deliverable to determine whether it materially conforms to its description and relevant acceptance and (ii) will provide a written notice to TSRI of its acceptance or rejection of the Deliverable, and, if rejected specifying, why and how the Deliverable is not acceptable to Customer. If the Customer does not accept or reject a Deliverable within five (5) business days, the Deliverable will be deemed accepted.

7. ESTIMATED PROJECT SCHEDULE

Section 10 of this SOW contains an estimated deliverable completion schedule. All delivery milestones are estimated and subject to change. Any delay in the schedule is not considered a breach of this SOW. Each Party shall notify the other of potential project delays and shall adhere to reasonable and commercially viable practices to mitigate negative schedule impact.

8. RESPONSIBILITIES OF THE PARTIES

8.1 TSRI Responsibilities.

TSRI will provide:

8.1.1. A single point of contract to act as project manager ("TSRI PM") to work with Customer project manager ("Customer PM")

8.1.2 Status reports in the form and frequency as agreed with the Customer PM

8.2 Customer Responsibilities.

SBC will provide:

8.2.1. A single point of contact to act as Customer PM

8.2.2. Validation and approval of the test plan scope

8.2.3. Responsible for execution and providing input, output files and results of batch baseline testing in legacy environment. SBC to provide additional baseline tests input, output and/or intermediate files as required to resolve issues. SBC to provide additional test cases and baseline data sets for integration tests with scheduler, ModPims subsystems, and printer.

8.2.4. ModPIMS environment, MS Boards and other tools and/or environments as reasonably requested by TSRI to perform the services.

8.2.5. System and database administrators to manage the ModPIMS environment for both legacy and target environment.

8.2.6. On-boarding TSRI personnel into SBC technical environments

8.2.7. A responsible quality assurance expert to review and sign off on test results.

9. ASSUMPTIONS

The following is a list of assumptions TSRI has used in developing the scope of work and pricing. Deviation from these assumptions may cause changes to the estimated price and schedule.

9.1 The Services will be performed at a TSRI facility.

9.2 No travel is required or included in this proposal.

9.3 Functional Defects are defined as differences of functional behavior between legacy environment and target environment.

9.4 TSRI on-shore and off-shore resources will be used on this project. On-shore and off-shore resources shall have access to all aspects of the project, including SBC source code and environments.

9.5 SBC ARC data will not leave the US.

9.6 The existing functional equivalence test cases will be reviewed and then approved/signed-off by SBC.

9.7 TSRI shall not be liable for any malfunctions in Customer-provided software or Customer environments, or responsible for delays as a result of any such malfunctions.

9.8 The implementation and testing of the scheduler will not be considered in this scope.

9.9 All non-functional equivalence tests including security, load, scalability and performance testing will not be considered in this scope.

10. ESTIMATED TIMELINE

The total estimated timeline is 9 months.

Estimated Project Milestones

Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Test Planning and Analysis	▓								
Batch Test Execution and Automation	▓	▓	▓	▓	▓	▓			
Setup and Onboarding	▓								
First 50 batch tests & validation		▓							
Second 100 batch tests and validation			▓						
Third 100 batch test and validation				▓					
Fourth 100 batch test and validation					▓				
Final 100 batch test and validation						▓			
integrations with sub systems		▓							
dynamic SQL replacement			▓						
integration with scheduler				▓					
integration with printing				▓					
Final Test Support							▓	▓	▓
Issue Remediation and validation		▓	▓	▓	▓	▓	▓	▓	▓
PM , Management & Admin support	▓	▓	▓	▓	▓	▓	▓	▓	▓

Table 10.1 Estimated Project Milestone Timeline

11. SOW TERM

This SOW will commence on the earlier of (i) the Effective Date or (ii) a mutually agreed upon date when TSRI will begin performing the Services. This SOW term will expire upon acceptance of all Deliverables.