

# AMENDMENT 1 TO ONBASE WORKFLOW DISCOVERY AND DESIGN PROJECT STATEMENT OF WORK

As of December 13, 2016 the Statement of Work entitled OnBase Workflow Discovery and Design Project dated September 30, 2016 between Advanced Data Systems, Inc. d/b/a DataBank IMX and Florida Housing Finance Corporation will be changed as follows:

“Completion Date will be no longer than **180 days** from signing date.”

This change is the only change to the original Statement of Work. The entire remainder of the original Statement of Work remains in force.

**Advanced Data Systems, Inc. d/b/a/  
DataBank IMX**

**Florida Housing Finance Corp.**

\_\_\_\_\_  
Company Name (“DataBank”)

\_\_\_\_\_  
Company Name (“Customer”)

Kathy O. Will  
By (Signature)

\_\_\_\_\_  
By (Signature)

Kathy Will, Sr. Account Manager  
Printed Name and Title

Stephen P. Auger, Executive Director  
Printed Name and Title

01/05/17

Dated

1/3/17

Dated



## **STATEMENT OF WORK**

**FLORIDA HOUSING FINANCE CORP.**

**ONBASE WORKFLOW DISCOVERY AND DESIGN PROJECT**

**9/30/2016**

Prepared by:  
Advanced Data Systems, Inc. d/b/a DataBank IMX  
[www.databankimx.com](http://www.databankimx.com)

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## Version Control

### Document Attributes

<b>Document Name</b>	Statement of Work
<b>Document Identifier</b>	[INSERT PROJECT NUMBER]
<b>Publish Date</b>	[INSERT DATE]
<b>Current Revision Number</b>	0.1

### Revision History

<b>Version Number</b>	<b>Date</b>	<b>Responsibility (Author)</b>	<b>Description</b>
0.1	07/27/16	Dave Sevenack	Initial draft
0.2	09/06/16	Kathy Will	Corrected Compliance Process from 8829 to 8823
0.3	09/07/16	Dave Sevenack	Revised PS estimate, changed name to Advanced Data Systems, Inc. d/b/a DataBank IMX (DataBank), added state contract project area, and added Assumption #14.
0.4	09/29/2016	Dave Sevenack	Added assumptions 15 – 18 per Customer
0.5	09/30/2016	Kathy Will	Clarified that completion date is to be no longer than 90 days from signing.

## Florida Public Records Law

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by DataBank in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). DataBank represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

## Introduction/Overview

Florida Housing Finance Corp. (hereinafter "Customer") is seeking to revamp an existing OnBase workflow process surrounding the 8823 Compliance process. Customer has stated the workflow process is outdated and needs to be refreshed. Customer will be leveraging Advanced Data Systems, Inc. d/b/a DataBank IMX (hereinafter "Vendor") to design, implement, and support the solution.

The project will be divided into two distinct phases: Discovery and Solution Implementation. At the start of the project, discovery activities will be conducted to identify and document the business and system requirements before any design activities take place. This allows Vendor to fully understand the business need before designing the solution. Following the Discovery phase, Vendor will deliver the following:

- Solution Design Document (SDD) – Document containing the results of the Discovery phase including business requirements, system requirements, and a high level solution design. This document is used by the Vendor development team to produce the final solution.
- Implementation Statement of Work (SOW) – Document containing the project scope, assumptions, risks, and Professional Services implementation costs.

The documents delivered as a result of the Discovery are intended to be the baseline documents that will define the scope, deliverables, assumptions, and responsibilities for Customer.

## Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for designing the solution at Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

## Scope of Services

DataBank will work with Customer project sponsors, functional managers, Subject Matter Experts (SME), and IT department personnel to discover the current process, high level design, and plan the implementation and budget for the new solution.

Although some initial discovery information may have been gathered during the sales process or other site visits, additional discovery is required to design the final solution. Information resulting from the detailed analysis will be presented to the Customer for review and approval of the Solution Design Document (SDD).

Customer would like Vendor to start from scratch on the existing 8823 Compliance process. Customer would like Vendor to ensure knowledge transfer of best practices to Customer's team.

The scope of this initiative will be limited to the following activities:

Activity	Description
Discovery	<ul style="list-style-type: none"> <li>▪ Review existing workflow requirements with subject matter experts from the business areas and technical experts from IT, interfaces, and applications to evaluate the current 8823 Compliance process.</li> <li>▪ Internal analysis of discovery</li> </ul>
Design	<ul style="list-style-type: none"> <li>▪ Research and consultation for solution designs</li> <li>▪ Internal solution design workshops</li> <li>▪ Draft a high level Solution Design Document (SDD) for the solution</li> </ul>

Activity	Description
	components identified during Discovery
Project Management	Project management activities such as status meetings, budget reports, and change management will be handled by DataBank. DataBank will provide the following documents upon completion of Discovery: <ul style="list-style-type: none"> <li>Implementation SOW</li> </ul>

The following items have been discussed but are considered **out of scope** for this project:

Activity	Description
Discovery of processes other than the 8823 Compliance process	Discovery of systems or processes not directly related to the 8823 Compliance process.
Solution development and implementation	The activities in this phase are limited to analysis and high level solution design only. Development and implementation of the solution will take place after the SDD, and Implementation SOW have been reviewed and approved by the Customer.
Activities not listed	Activities not listed in the in scope statement will require a change order.

### Deliverables Breakdown

1. Solution Design Document (SDD)
2. Implementation SOW

### Pricing Breakdown

#### Professional Services Fees (Estimate) – Time and Materials

The following is a summary of the estimated costs for professional services by project stage. Professional Services are being quoted from our IT Consulting Services Contract #973-561-10-1 under Project Area 2: Development and Integration using System Programming & Admin – Sr. Manager Systems Software position. The services provided under this SOW will be delivered on a time and materials basis. Vendor shall invoice the Customer once every two weeks for services performed.

Phase	Estimated Hours	Rate	Travel Expenses	Total PS Estimate
Discovery	40.0	\$178.75	\$1,300.00	\$8,450.00
Design	24.0	\$178.75		\$4,290.00
Project Management	12.0	\$178.75		\$2,145.00
<b>Grand Total</b>	<b>76.0</b>			<b>\$14,885.00</b>

All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Completion date will be no longer than 90 days from signing date. The pricing in the estimate will expire after 30 days in the event the SOW is not signed.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of Vendor's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

## **Travel Expenses Policy**

### **Trip Charge**

Charges associated with travel to and from Customer site(s) are invoiced as a flat-rate trip charge. The trip charge is \$650.00 per resource regardless of the method of travel and/or distance (i.e. mileage, airfare, etc.). Vendor will have two resources onsite at Customer for Discovery so the total trip charge will be \$1,300.00.

## **Overtime Policy**

Professional Services are considered overtime if they belong to one of the following situations:

- 1) Work is being performed in the same time zone as Vendor Headquarters (EST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- 2) Work is being performed in a different time zone other than that of Vendor Headquarters (EST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, Vendor will perform work outside of normal business hours. Vendor will only charge an overtime premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Overtime rates are billed at 1.50 times the quoted services rate.

## **Non-Solicitation of Employee(s) Policy**

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement . Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current customer or an affiliate or any prospective customers made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such customers.

## **Prerequisites**

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work

## **Services Rendered and Timeline Estimation**

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

## **Compensation and Payment Schedule**

Professional Services are being quoted from our IT Consulting Services Contract #973-561-10-1 using System Programming & Admin – Sr. Manager Systems Software position. The services provided under this SOW will be delivered on a time and materials basis. Vendor shall invoice the Customer once every two weeks for services performed.



## Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, discovery, design, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to perform successful discovery and design. These processes will also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

1. Vendor will assign a Project Manager to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.
2. Customer will provide Vendor project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
3. Customer will provide a user account with proper access rights to the network and hardware as needed for both onsite and remote work.
4. Customer will supply a safe and functional workspace for Vendor personnel to work at while onsite.
5. Vendor assumes one (1) trip to and from Customer for Discovery. Vendor will have two resources onsite for Discovery.
6. Customer will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements. Additional hours will be required if Vendor is responsible for performing these tasks on Customer's behalf.
7. Customer will allocate the appropriate internal staff for the project.
8. Vendor will assign the appropriate resources in order to meet all milestones/requirements as defined within the Statement of Work.
9. Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Statement of Work.
10. Customer will manage/schedule its own resources as part of the discovery process.
11. Both parties will attend up to 1 Project Status meeting per week. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
12. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
13. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.
14. Customer may unilaterally terminate this contract if DataBank IMX refuses to allow public access to all documents, papers, letters, or other material made or received by DataBank in conjunction with the contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.
15. Failure to provide these services and obtain final approval from Florida Housing by the completion date will be subject to a \$100 penalty per calendar day incomplete/unapproved with a cap of \$5,000 unless project is not complete or approved through no fault to DataBank.
16. If DataBank IMX brings to the performance of this Contract a pre-existing copyright, patent or trademark, DataBank IMX shall retain all rights and entitlements to that pre-existing copyright, patent or trademark unless the Contract provides otherwise.
17. If any discovery or invention arises or is developed in the course of or as a direct result of work or services performed under this Contract, DataBank shall refer the discovery or invention to Florida Housing for a determination whether patent protection will be sought in the name of Florida Housing. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to Florida Housing. In the event that any books, manuals, films, or other



copyrightable material are produced, DataBank shall notify Florida Housing in writing. Any and all copyrights or trademarks created by or in direct connection with the performance under this Contract are hereby reserved to Florida Housing.

18. All subcontracts or other arrangements entered into, by DataBank, with prior written approval and consent of Florida Housing, for the purpose of developing or procuring copyrightable materials (e.g. audiovisuals, computer programs, software, publications, curricula, research materials or training materials, etc.) shall specifically reference and reserve Florida Housing's exclusive rights to use and exploit copyrights and licenses to the extent permitted by copyright law and Florida Statutes.

### **Binding Affects and Agreements**

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Statement of Work

**Acceptance of SOW**

This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

Advanced Data Systems, Inc. d/b/a/ DataBank  
IMX

Company Name ("DataBank")



By (Signature)

Kathy O. Will

Printed Name and Title

900 S. Goldenrod Rd, Ste C

Address

Orlando, FL 32822

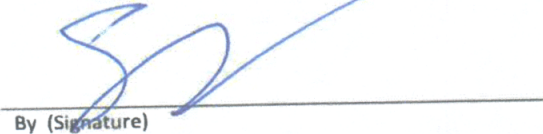
City, State, Zip

10/3/16

Dated

Florida Housing Finance Corp.

Company Name ("Customer")



By (Signature)

Stephen P. Auger

Printed Name and Title

227 N. Bronough Street, Suite 5000

Address

Tallahassee, FL, 32301

City, State, Zip

10/3/16

Dated