

## Florida Housing Finance Corporation GP Upgrade Services

This Statement of Work dated July 6, 2017 ("Statement of Work Effective Date") is entered into by and between Tribridge Holdings, LLC ("Tribridge") and Florida Housing Finance Corporation ("Customer") and is hereby incorporated into the Master Services Agreement.

### 1 Scope

**1.1 Software.** In performing the Services, Tribridge will be utilizing the software products that are licensed to Customer, collectively "Software."

**1.2 Services.** Tribridge will provide the Services in accordance with Customer's specifications, designs, plans and/or Software requirements as set forth in this Statement of Work.

**1.2.1 Project Kickoff Meeting.** Tribridge will conduct the project kickoff meeting. During this meeting, the Customer objectives, scope of services, high level timeline, and implementation methodology will be reviewed.

**1.2.2 Installation.** Tribridge will work with Customer to install Software server components in a single environment and will train Customer's staff to install Software client components on one workstation. Customer is responsible for installation of all operating systems, database and other Software prerequisites in accordance with the Software publisher(s) specifications. Customer is responsible for installation of all Software client components. After the installation is complete, Customer assumes all responsibility for the maintenance and support of the Software.

**1.2.3 Test and Production Upgrades.** Tribridge will upgrade Customer's Software to Dynamics GP 2016 and upgrade one (1) Dynamics GP 12.00.1482 database(s) to Dynamics GP 2016 with the latest compatible service pack. Tribridge will restore and initialize the one (1) upgraded database(s) to Customer's server. Tribridge will initiate and monitor the software's automated update process. This includes the conversion of modified reports and FRx formats. The following third party ISV products are included in this Statement of Work:

- eOne – Smartlist Builder

**1.2.4 Customizations, Reports and Forms.** Tribridge will assist Customer with upgrading existing customizations, reports dictionaries and forms dictionaries to be compatible with Software. The following are included in this Statement of Work:

- Reports.dic
- Integration Manager Database
- Excel Reports – Tribridge has included a half-day to assist Customer with testing. If any modifications are needed, a change order will be required.

**1.2.5 FRx to Management Reporter (MR).** Tribridge will advise Customer on pre-conversion tasks to be performed by Customer, initiate and monitor the FRx to MR conversion. Tribridge has not included time to clean or correct any MR reports.

**1.2.6 Report Writing.** Tribridge has included an eight (8) hour bucket of time to be used at Customer's discretion for Report Writing. No specific reports have been identified. If additional hours are needed a change order will be required.

**1.2.7 Training.** Tribridge will train users designated by Customer on new features and functions within modules currently in use at the time of upgrade as available in the new version of the Software. Additionally, Tribridge shall provide Customer with FRx to MR conversion training. Tribridge has included up to one (1) day of training to be used at Customer's direction.

**1.2.8 User Acceptance Testing.** Customer will be responsible for writing system test scripts to be used during user acceptance testing as well as providing the data to be tested, including, without limitation, the expected outcomes. Testing will be completed by the Customer project team with the Tribridge project team available to provide technical assistance. User acceptance testing will be

conducted during a one (1) week period in accordance with the project timeline. Tribridge will work with Customer project manager to create an agreed upon schedule to provide support during this period.

- 1.2.9 Go Live Support.** Tribridge will be available to support the Customer project team through the production Go Live. Go Live support will be provided during a one (1) week period in accordance with the project timeline. Tribridge will work with Customer project manager to create an agreed upon schedule to provide support during this period.
- 1.2.10 Project Management.** The project management effort occurs throughout the life cycle of this Statement of Work and the change orders that relate to and or continue with the Services hereunder, and such effort is the responsibility of both Tribridge and Customer. Both Tribridge and Customer will assign project managers to the team. These project managers will be the primary portal through which communication will take place between Customer and Tribridge team members.
- 1.2.11 QA Checkpoint.** During the course of the project, Tribridge practice leadership may complete a quality assurance review.

**1.3 Out of Scope.** Services do not include any of the following:

- New or additional Services not specified in this Statement of Work, including but not limited to: implementation of modules not currently in use, system integrations, custom reports, customizations, third party products and new functionality provided by upgrading.
- Microsoft GP Web Client
- OLE Notes to DocAttach Migration

## **2 Customer Responsibilities**

- 2.1 Deliverable Review.** The Customer Project Manager shall review all Tribridge status reports and/or deliverables within three (3) business days and provide written notice to Tribridge either accepting or rejecting the accuracy of each report and the completion of each deliverable. Without such notice, any such report and/or deliverable shall be deemed accepted.
- 2.2 Software Licensing.** Customer is solely responsible for the selection of all Software and agrees and acknowledges all Software is subject to a separate license agreement between Customer and the licensor. Tribridge makes no claim, and accepts no responsibility whatsoever, as to the suitability of the Software with respect to Customer's business objectives.
- 2.3 Go-Live Decision.** Customer shall be solely responsible for making the decision of whether or not to "Go Live" with any service or otherwise put into operation any service.
- 2.4 Testing Data.** Customer is responsible for all testing activities including but not limited to: data validation, system testing, verification and developing and executing all business test scenarios. Tribridge will provide testing issue resolution assistance and generic test scripts.
- 2.5 Customer Resources.** Customer will provide a dedicated team to work on and support all services that have the authority and support to define and decide business processes. Customer's team agrees to attend project status meeting as required.
- 2.6 Infrastructure.** Customer is responsible for the purchase, implementation and support of all technical infrastructure and resources, including, but not limited to, computer servers, workstations, networks, and software required implementing the Software as specified by the Software publishers.
- 2.7 Access to Customer Environment.** Tribridge requires direct remote access and exclusive, local administrator access to applicable Customer's Software server(s), including keyboard and mouse control to complete Services in this Statement of Work. Customer is responsible for ensuring Tribridge team can access Customer's Software environment. No time has been added to this Statement of Work for addressing connectivity issues, security, or troubleshooting efforts required to establish connections to

Customer’s environment. If Tribridge assistance is required for troubleshooting connectivity issues or if restricted access is required, additional cost may be required of which Customer will be notified.

**2.8 Public Records.** Tribridge shall allow public access to all documents, papers, letters, or other material made or received by Tribridge in conjunction with this Statement of Work, unless the records are exempt from disclosure pursuant to s. 24(a) of Art. I of the State Constitution and s. 119.07(1).

**2.9 Delay.** Customer acknowledges a delay in making a decision may extend the project dates and costs. In the event Tribridge fails to complete the services outlined in this Statement of Work within twelve (12) calendar months from date of execution, Customer may assess a non-performance penalty in the amount of fifty dollars (\$50.00) per day for each day beyond the deadline, not to exceed One Thousand Dollars (\$1,000.00). The assessment of the non-performance penalty shall only apply if the failure to complete services within the twelve (12) month period is due to solely Tribridge’s delay. Customer shall not impose a non-performance penalty if there is a change in scope or a delay by Customer in making timely decisions or approvals.

### 3 Time and Cost Estimates

**3.1 Service Time and Cost Estimates.** All Services included in the scope of this Statement of Work will be provided for a fixed fee of **12,760**. Any out of scope Services will be billed time and materials based on actual time worked at the rate listed in Service Rates. The information below is provided to identify required milestone payments. Estimated payment dates will be provided once the project is initiated.

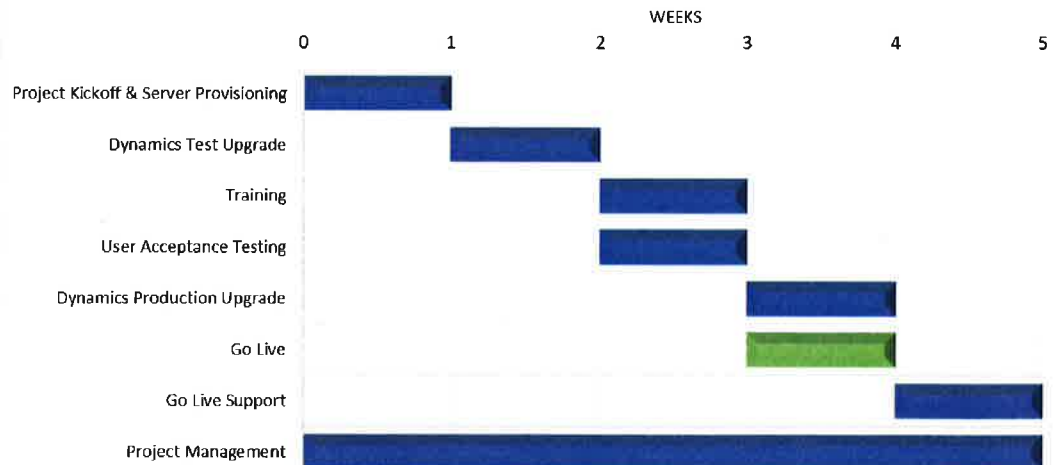
Milestones	Payment Due
Project Kickoff Delivery	\$6,380
Training Delivery	\$6,380
<b>Total</b>	<b>\$12,760</b>

In the event Customer terminates the Statement of Work prior to the completion of all Services/Milestones outlined in the Statement of Work, Customer shall pay Tribridge for all Services rendered from the last invoiced Milestone through the effective date of termination on a time and materials basis at the hourly rate listed below.

**3.2 Service Rates.** Tribridge standard rate for services is \$205 per hour. For this Statement of Work, the following hourly rates will be charged for personnel performing any out of scope Services.

- Team Member \$195/hr

**3.3 Service Time Estimate.** Based on the Services outlined, the project duration is estimated at five (5) weeks beginning with the Project Kickoff and is subject to change. If the duration is extended, additional cost may be required of which Customer will be notified.





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**3.4 Travel Time and Expenses.** Customer shall pay all travel time and expenses as set forth in the Master Services Agreement.

**3.5 Weekend Rates.** Customer acknowledges and agrees that for Services performed on weekends, Customer shall be billed two (2) times the total time worked at the hourly rate indicated in this Statement of Work (e.g. for each two (2) hours worked by Tribridge Consultant, Customer will be billed four (4) hours).

## 4 Changes

**4.1 Statement of Work.** This Statement of Work may only be changed, amended, modified, or revised by a written agreement signed by Customer and Tribridge. **This Statement of Work expires if not executed by August 16, 2017.**

**4.2 Change Order.** In each instance, any change, revision, or alteration to any phase, deliverable, cost estimate or the performance of any service herein must be specified in a written change order signed by Customer and Tribridge. The form of the change order document shall be as mutually agreed and, at a minimum, include a description of the service changed, the estimated time to complete the task(s), the estimated cost(s), and deliverable timetable(s). In the event a change order is not signed, Customer shall compensate Tribridge for all services rendered and expenses incurred or committed to as of the date of Tribridge notice.

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**IN WITNESS WHEREOF**, this Statement of Work has been duly executed and delivered by the authorized representatives of the parties hereto, to be effective as of the Statement of Work Effective Date.

**Tribridge Holdings, LLC**

Signature: Brian Sims

Printed Name: Brian Sims

Title: Sr. Director

Date: 7/10/2017

**Florida Housing Finance Corporation**

Signature: Hugh R. Brown

Printed Name: Hugh R. Brown

Title: General Counsel

Date: July 10, 2017