DataBank®

STATEMENT OF WORK

FLORIDA HOUSING FINANCE CORP

ONBASE UPGRADE PROJECT

8/31/2017

Prepared by:
DataBank IMX
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Table of Contents

Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	
Current Revision Number	0.2

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	8/31/2017	Dave Sevenack	Initial draft
0.2	10/25/2017	Dave Sevenack	Removed e-form updates and script analysis.

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

Hyland Software, Inc., manufacturer of OnBase, occasionally releases new versions of the software. Each new version may contain new modules, new features in existing modules, corrections and/or enhancements to the software. DataBank strongly encourages their clients to stay relatively current with the release schedule of OnBase. This benefits clients in terms of maintenance, support, and overall user experience.

Florida Housing Finance Corp (hereinafter "Client") is seeking to upgrade their current OnBase environments and is leveraging DataBank IMX (hereinafter "DataBank") to assist with the upgrade implementation of Client's test and production environments.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for upgrading Client's test and production environments. It will also serve to solicit approval from Client to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to upgrading the software from the existing OnBase version to the new OnBase version. This Statement of Work does not cover installation and/or configuration of new modules or other modifications to the OnBase configuration. However, DataBank will address and review with Client the changes in the new version that applies to their existing utilization of the OnBase product.

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

Activity	Description
Pre-Upgrade Analysis	- Confirm version of OnBase to be upgraded from 15.0.2 to 17.x - Outline roles and responsibilities between Client and DataBank - Discuss downtime - Discuss Upgrade Checklist - Discuss the test plan - Determine upgrade date - Discuss rollout plan
Upgrade Test Environment and Unit Testing	- Perform an upgrade against the test environment and copy production database to the test environment using a current backup or detached and copied DB files. - Perform unit testing of the Test upgrade. Unit testing will consist of testing basic OnBase functionality such as user login, scanning, storage, retrieval, etc. DataBank may require the assistance of Client Subject Matter Experts during unit testing of the system.
Upgrade Production Environment and Unit Testing	- Perform OnBase upgrade in production environment - Perform post upgrade testing/validation in production environment
Post Upgrade Support	Provide post upgrade support
Project Management	Project management activities such as status meetings, budget reports, and change control.

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

Activity	Description
Server Migrations	It is assumed Client is upgrading OnBase on existing system architecture only. If Client is planning to migrate to new system architecture (physical and/or virtual), such will be subject to the change order process.
Image Migration	It is assumed the OnBase images will not be copied or moved during this upgrade. If Client is planning to copy or move the OnBase images, such will be subject to the change order process.
Functional Testing	Functional testing is the responsibility of Client's business users. For DataBank to perform functional testing, such will be subject to the change order process.
Configuration of modules or components not currently in production	OnBase modules or system components that are not currently in production will not be considered in scope for the upgrade. Testing or configuration of these components will require an approved change order.
Workstation software deployment	Client is responsible for deploying OnBase software, ODBC sources, or other items to user workstations. For DataBank to deploy OnBase software, ODBC sources, or other items to user workstations, such will be subject to the change order process.
E-Form/Script/Custom Code Updates	As newer versions of software are released, technology changes, and Microsoft and Hyland's support of certain functionality changes or sunsets. For DataBank to update E-Form or script/API code to account for these potential changes, such will be subject to the change order process.
Data Conversion	For DataBank to perform data conversion from existing or legacy systems to OnBase (e.g., data related to integration, content stored in other repositories, etc.), such will be subject to the change order process.
Activities not listed	Activities not listed in the in scope statement will be subject to the change order process.

Pricing Breakdown

Professional Services Fees (Estimate) – Time and Materials

Professional Services below are being proposed under OSAM Document Solutions, Inc.'s GSA Schedule #GS-35F-057AA. OSAM Document Solutions, Inc. is a fully owned subsidiary of DataBank IMX. OSAM holds DataBank's Schedule 70 GSA Contract.

Phase	Hours	Rate	Total Estimate
Pre-Upgrade Analysis	4.0	$211.96	$847.84
Upgrade Test Environment and Unit Testing	16.0	$211.96	$3,391.36
Upgrade Production Environment and Unit Testing	12.0	$211.96	$2,543.52
Post Upgrade Support	4.0	$211.96	$847.84
Project Management	6.0	$149.62	$897.72
Grand Total	**42.0**		**$8,528.28**

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. Client will be invoiced based on the amount of time actually required to complete the project.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. **DataBank recommends Client to add a contingency reserve of 20% of total project estimate to account for change orders and additional requests.**

Travel & Expense Policy

Upgrade services are performed remotely. If any on-site presence is needed for this upgrade, travel and expenses will be required and such will be subject to the change order process before the on-site work is scheduled.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:
1. Work is being performed in the same time zone as DataBank 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 DataBank 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, DataBank may perform work outside of normal business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium 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 Client or an affiliate or any prospective Clients 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 Clients.

Required Documentation

1. Purchase Order
2. Signed SOW
3. Completed Upgrade Questionnaire

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

DataBank will charge and bill services fees to Client for the deployment services provided under this SOW in the following manner:

1. Time and Materials will be billed semi-monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Client agrees to pay for all Services and Products within thirty (30) days of receipt of an invoice from DataBank.

Project Assumptions

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

Pre-Upgrade

1. A project kick-off meeting has been held with all applicable project members prior to commencing of upgrade activities.
2. All applicable system servers are installed, tested, and properly working prior to the upgrade.
3. All applicable operating software is installed, tested, and working properly prior to the upgrade.
4. All applicable OnBase software is downloaded and placed in a directory on the server(s) where it will be installed.
5. A network account with appropriate rights to the network and hardware is set up and made available to DataBank for both on-site and remote work.
6. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.

Upgrade

1. Remote access is established and made available to DataBank during the upgrade process.
2. DataBank will upgrade the solution as agreed upon in this Statement of Work.
3. DataBank will upgrade the solution in the Client test environment, unless agreed upon by both parties prior to upgrade.
4. DataBank will assist with testing and validation.
5. Client Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
6. Client will document all issues as part of the upgrade validation process.
7. DataBank will work with the Client to address all issues that have been reported.
8. DataBank will upgrade the solution in the Client production environment upon acceptance in the test environment.

9. DataBank will provide up to (4) hours of post upgrade support once the system is upgraded to production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Statement of Work. Additional post upgrade requirements are subject to applicable Project Management fees.
10. DataBank assumes Client is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Client is not current on software maintenance, they must work with their DataBank account manager to resolve.
11. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a Client employee.
12. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. Client assumes that the Client is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If Client encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management

1. DataBank 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. Client 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 DataBank is responsible for performing these tasks on Client's behalf.
3. DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Client. Client attendees should include a Project Manager or Lead Resource, Executive Sponsor, and business process owners/stakeholders.
4. DataBank will manage/schedule its own resources during the project.
5. Client will manage/schedule its own resources during the project.
6. If applicable, both parties will attend up to 1 project status meeting per week throughout the duration of the project. 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.
7. 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.
8. Any Change Orders that are agreed upon during the upgrade affect the project schedule. The Project Schedule will be updated and approved by the Client as part of the Change Order Process.
9. DataBank will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

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.

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Acceptance of SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 30 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.
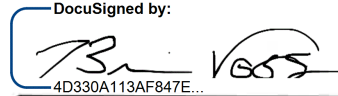
For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

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.

DataBank IMX

Company Name ("DataBank")

DocuSigned by:

_4D330A113AF847E..._

By (Signature)

Brian Voss

Regional Manager of Professional Services

Printed Name and Title

900 South Goldenrod Rd, Suite C

Address

Orlando, FL   32822

City, State, Zip

11/13/2017

Dated

Florida Housing Finance Corp

Company Name ("Client")

By (Signature)

Hugh R. Brown - General Counsel

Printed Name and Title

227 N. Bronough St. —Suite 5000

Address

Tallahassee, FL   32301

City, State, Zip

11/3/17

Dated

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Appendix A – Work Acceptance Form

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

❏ Accept Deliverable
❏ Decline Deliverable

Comments/Reason:

_____
Company Name ("Client")

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature   Date