FLORIDA HOUSING FINANCE CORPORATION

STATEMENT OF WORK

ONBASE WEB SERVICE –

KEYWORD NUMBERS

DECEMBER 22, 2022

DataBank
A KYOCERA GROUP COMPANY

TABLE OF CONTENTS

VERSION CONTROL

Document Attributes

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Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	10/26/2022	Tim Nelson	Initial draft
0.2	11/16/2022	Francheska Torruellas	Adjust hourly rate per 80101507-22-STC-ITSA
0.3	12/22/2022	Lynn Bell	Reviewed and accepted redlines

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Scott McLean	DataBank – Manager, Development Team			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank – Bid Manager		X				X
Francheska Torruellas	DataBank - Business Development Director (IBR)				X		X
Hugh R. Brown	Florida Housing Finance Corporation – General Counsel	X				X	X
David Hearn	Florida Housing Finance Corporation – CIO & Project Sponsor					X	X
Ed Pilote	Florida Housing Finance Corporation – Project Sponsor					X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

INTRODUCTION/OVERVIEW

Florida Housing Finance Corporation (hereinafter "Client" or "Customer") has a need to enhance the existing OnBase Integration Web Service to support OnBase Document Type Numbers and Keyword Numbers, rather than only Document Type Names and Keyword Names as it is currently written.

OBJECTIVE

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

PROJECT DELIVERABLES

DataBank IMX, a KYOCERA Group Company (hereinafter "DataBank") will deliver the following:
1. Update the code base from targeting Microsoft .NET Framework 4.5 to a more recent version of the Framework such as .NET Framework 4.8

2. Add support for OnBase Configuration Numbers for Document Types, Keyword Types, and Custom Queries in the following Web Methods and models.

    Note: The Models themselves will not change, but the code within each Method shall try to parse a Configuration Number if it is A) numeric-only and B) not found by name.

    a. DocumentQuery
        i. DocumentQueryRequest
            1. DocumentTypes
            2. CustomQuery
            3. Keywords
    b. UploadDocument
        i. UploadDocumentRequest
            1. DocumentType
            2. Keywords
    c. UpdateDocument
        i. UpdateDocumentRequest
            1. Keywords

3. Update the Documentation XML comments to denote that Configuration Number is now supported. Rebuild the Documentation (DocFX) PDF.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, design, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

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

Activity	Description
Development	- Solution design - Solution development
Deployment & Testing	- Solution deployment - End to end solution testing
Documentation	Create and deliver documentation of solution
Project Management	- Planning and coordination efforts - Meetings (if applicable) - Kickoff (internal/external) - Internal code review - All other project based meetings - Sign-off for go live

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

Activity	Description
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Activities not listed	Activities not listed in the in scope statement will require a change order.

COMPENSATION AND PAYMENT SCHEDULE

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

1. Time and Materials will be billed 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.

PRICING BREAKDOWN

Professional Services Fees (Estimate) – Time and Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Total Estimate
Development	8.0	$225.00	$1,800.00
Deployment & Testing	3.0	$225.00	$675.00
Documentation	1.0	$225.00	$225.00
Project Management	2.0	$225.00	$450.00
Sub-Total	*14.0*	*$225.00*	*$3,150.00*

Phase	Hours	Rate	Total Estimate
Travel & Expenses	N/A	N/A	$0.00
Contingency Reserve (20%)	3.0	$225.00	$675.00
Grand Total	**17.0**	**$225.00**	**$3,825.00**

All estimates of fees or time required to complete the project 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.

Investment Summary

Description	Total
Software/Maintenance	$0.00
Professional Services	$3,825.00
Estimated Total	**$3,825.00**

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.

TRAVEL & EXPENSE POLICY

No Travel is expected related to this Agreement.

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 will perform work outside of standard 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.

CHANGE ORDER POLICY

Change orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or project assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase orders will be required for all mutually agreed upon billable changes. Any change orders that are agreed upon during the deployment phase can affect the project schedule. The project schedule will be updated and approved by Client as part of the change order process.

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

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Signed Statement of Work

CLIENT RESPONSIBILITIES

Client agrees that the following actions and project requirements will be solely owned and completed/provided by Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increase resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.
1. All applicable system servers are installed, tested, and properly working
2. All applicable operating software is installed, tested, and working properly
3. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
4. Client will download all applicable OnBase software and place the software in a directory on the server(s) it will be installed on.
5. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. 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.

Required During Project

Client will provide the following during the project.
1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the SOW.
4. Client will document all issues/change requests as part of the Client testing process.

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank project manager as a project risk. A change order will be required for any variables that do not match the project assumptions and that impact the project deliverables, project schedule or project expenses.

1. A signed Statement of Work is received by DataBank prior to scheduling development and deployment.
2. If applicable, a Pre-Installation form is completed in full prior to deployment.
3. DataBank will deploy the solution as agreed upon in the formal Statement of Work.
4. All DataBank integrations proposed/delivered in this engagement will be architected based on the current version and configuration of the systems that are connected by this integration. Any plan to upgrade or change the configuration of any component of the integrated systems will require a review by DataBank to ensure the integrity of the integration. Client should contact their DataBank account manager to have this integration reviewed and updated if required. This will ensure the continued success of Client's solution.
5. DataBank will deploy the solution in Client's test environment, unless agreed upon by both parties prior to deployment.
6. DataBank will test the system to assure that it performs within the project requirements prior to training.
7. Client Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
8. DataBank will provide formal testing support as defined in the Statement of Work.
9. During Client testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
10. DataBank will deploy the system into production once it is functioning per the Statement of Work and any negotiated Change Orders.
11. DataBank will manage/schedule its own resources during the project.
12. 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 Statement of Work. Additional Project Status requirements are subject to applicable Project Management fees.
13. 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.
14. Features not described herein are out-of-scope, and any changes to deliverable functionality may necessitate a change order for additional development hours.
15. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Client as part of the Change Order Process.
16. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
17. The PS Estimate includes a 20% contingency budget to account for change orders and additional requests. If the contingency is not used, Customer will not be invoiced for the added 20%.
    - The contingency can be used to fulfill additional requirements found during the project lifecycle.
    - The contingency plan is in place to cover Change Orders and keep the project moving fluently.
    - An official Change Order will be created and signed prior to using hours from the contingency plan.
18. Customer has up to 15 days from the Go-Live date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted 15-days subsequent to delivery of the Acceptance document to the Customer.

19. After the solution goes live, DataBank will coordinate a "handoff to Support" call. Any issues identified after this call will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.

20. 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. DataBank assumes that Client is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank 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.

21. Client will provide remote access as needed to DataBank developer for configuration, testing, and deployment.

22. Features not described herein are out-of-scope, and any changes to deliverable functionality may necessitate a change order for additional development hours.

23. All DataBank integrations proposed / delivered in this engagement will be architected based on the current version and configuration of the systems that are connected by this integration. Any plan to upgrade or change the configuration of any component of the integrated systems will require a review by DataBank to ensure the integrity of the integration. The client should contact their DataBank account manager to have this integration reviewed and updated if required. This will ensure the continued success of the Client's solution.

INTELLECTUAL PROPERTY RIGHTS

Intellectual Property and Work Product created, made, originated, purchased or licensed by DataBank for the purpose of performing the Services is not to be deemed a "work made for hire" and shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, as set forth below. Documentation created by DataBank about performed Services shall remain the property of DataBank. Customer shall be permitted to use any documentation or reporting created for the Services, for internal instructional, educational, and administrative purposes only.

Customer will not copy the technology without the express written consent of DataBank, except as specifically allowed by the technology license agreement. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Other than as provided below, this Agreement does not provide Customer with Intellectual Property or Work Product ownership or rights of any kind nor access to DataBank created and owned Intellectual Property and Work Product which exists as a licensed software product. Purchasing and licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.

Subject to the payment of all fees due and payable to DataBank hereunder or under any applicable SOW, DataBank acknowledges that, subject to the licenses granted and exceptions provided herein, DataBank has no ownership interest in the Deliverables or custom software development created solely for Customer's use. Notwithstanding the foregoing, DataBank shall retain sole ownership of and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, DataBank Methodology and/or DataBank Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a worldwide, non-exclusive, royalty-free, perpetual license to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) "DataBank Methodology" means (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by DataBank prior to the commencement of work hereunder; and (b) "DataBank Residual Information" means information developed by DataBank during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general knowledge and experience in the memory of those DataBank employees or subcontractors who have rightful access to the Deliverables.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, A Kyocera Company ("DataBank") and Florida Housing Finance Corporation ("Customer" or "Client") with a location at 227 N Bronough St, Ste 5000, Tallahassee, FL 32301 in connection with a certain project ("Project") pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Additional Agreements may be required as part of this SOW and are referenced in Attachment "A" (Supporting Agreements).

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank's standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provided upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank's Employees are required to perform the Services at Customer's facility, Customer shall provide adequate working space, facilities and equipment for such Employees.

TERMINATION

This Agreement shall remain in force and payable according to this Agreement's Payment Terms. Upon 30 days' written notice to DataBank, Customer may terminate this Agreement at any time without cause prior to the Agreement's Expiration Date and no refunds for amounts paid or credits against future payments due will be issued by DataBank. Customer shall provide at least 90-day written notice to DataBank prior to the expiration date if they wish to extend this Agreement beyond the initial term as identified in the Payment Terms section. Notwithstanding any other language in this Section, either Customer or DataBank may terminate this Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement.

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 60 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:

Kendra Deutsch

DD683B31E2FC4AA...
_____
By (Signature)

Kendra Deutsch

Director of Professional Services
_____
Printed Name and Title

1/13/2023
___/___/___
Dated

Florida Housing Finance Corporation
_____
Company Name ("Customer")

[signature]
_____
By (Signature)

Hugh R. Brown/General Counsel
_____
Printed Name and Title

1 / 13 / 23
Dated

Billing Information

David Hearn
_____
Billing Contact and Title

David.Hearn@floridahousing.org
_____
Billing Email Address

227 N. Bronough Street, Suite 5000
_____
Billing Address

Tallahassee, FL 32301
_____
Billing City, State, Zip

_____
City, State, Zip

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

ATTACHMENT A – SUPPORTING AGREEMENTS

The following agreements may be required as part of the solution represented in this Statement of Work and if executed are incorporated into this SOW by reference.

- Vendor EULA
- Other Vendor Agreements based on solution
- DataBank Subscription Agreement
- DataBank Hosting Agreement
- DataBank Maintenance and Support Agreement