

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: **October 20, 2014**

From: John Johnson, Grants and Contracts Administrator

To: Todd Hutchison, Tommy Crosby

CONTRACT #: 9382

VENDOR: New World Systems

DESCRIPTION: Standard Software License and Services Agreement

APPROVED BY: BoCC

APPROVAL DATE: 10/14/14

Received On: 10/20/14

TERM START 10/14/14

TERM END Until terminated

AMOUNT: \$755,000.00

ACCOUNT: 327-1634-519.64-30, 343-1639-519.64-30

ENCUMBRANCE # TBD

RFP/BID # 14-498

ACTIONS
REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One electronic copy sent 10/20/14

copy to: F&A
Risk
Purchasing
File

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

September 25, 2014

This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this Agreement”) is between **New World Systems® Corporation** (“New World”), a Michigan Corporation and **Alachua County, a charter County and political subdivision of the state of Florida, by and through its board of County Commissioners whose address is 12 SE 1st Street, Gainesville FL 32601, FL,** (“Customer”). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer.

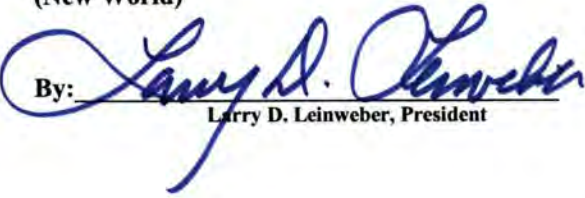
The attached Exhibits include:

- Exhibit AA TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit C STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D INTENTIONALLY LEFT BLANK**
- Exhibit E DEMONSTRATION SITE DISCOUNT**
- Exhibit F DATA FILE CONVERSION ASSISTANCE**
- Exhibit G CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO
CUSTOMER’S RFP SOFTWARE SPECIFICATIONS**
- Appendix 1 STATEMENT OF WORK**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: 
Larry D. Leinweber, President

Date: 09-25-14

ALACHUA COUNTY, FLORIDA
(Customer)

By: 
Lee Pinkoson, Chair

By: 
J. K. Irby, Clerk of Court

Date: 10/14/14

By: 
Approved as to Form

Date: 10/14/14

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **"Authorized Copies"**:
Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
 - (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. **"An Authorized User"**:
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:
The .NET Server(s) to be physically located at:
*Alachua County
12 SE First Street
Gainesville, FL 32601*
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **"Customer Liaison"**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **"Daily Rate"**:
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$1,200/day. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 12 months after the Effective Date, at which time the daily rate shall be the then-current **New World** daily rate.
7. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to **Customer** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. **"Development Software"**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. **"Licensed Documentation"**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **"Licensed Software"**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. **"Travel Expenses"**:
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses. Travel expenses including car rental, per diem and related expenses will be paid in accordance with §112.061, Florida Statutes. Prior authorization by the **Customer** is required.
17. **"Travel Time"**:
Actual **New World** employee travel time, up to, but not exceeding, four (4) hours per each trip relating to this project and is included in the fees described in Exhibit B.
18. **"Upgrades"**:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only for the authorized users. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. Except as required by Florida Statutes, **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** and **Customer** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

- 4.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY

DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 BILLING AND ADDITIONAL AUTHORIZED USER CHARGES

7.1 Payments for all sums properly invoiced will be made in accordance with the provisions of §218 Part VII, Florida Statutes ("Local Government Prompt Payment Act") To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this Agreement, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated beyond the scope as defined in the Statement of Work. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s), if any, shall be mutually agreed upon in writing prior to **New World** performing any additional services.

7.2 If **Customer** wishes to add additional authorized users or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the

future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 8.1 Subject to the requirements of the Freedom of Information Act (FOIA), the Florida Open Records Act, Chapter 119, and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 8.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
 - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer**. **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products.
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
 - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 8.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 8.0 on Confidentiality and Non-Disclosure.

9.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

- 9.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 9.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 9.2 below.
- 9.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**. This Section 9.2 in no way limits **Customer's** insurance protection as described in Section 12.

- 9.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 9.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

10.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 10.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

11.0 INDEPENDENT CONTRACTOR

- 11.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 11.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

12.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 12.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 12.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 12.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.
- 12.4 **Professional Liability:** **New World** shall procure and maintain during the term of this **Agreement**, Professional Liability Insurance, including errors and omissions for the minimum limit not less than \$2,000,000 per claim and aggregate. **Customer** will reimburse **New World** up to \$5,000 for the cost of this insurance coverage. The cost of the insurance will be billed to **Customer** and **Customer** agrees to pay promptly when invoiced.
- 12.5 **Additional Insured:** The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of **New World**; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by **New World**.
- 12.6 **Notice of Cancellation:** **New World's** insurance coverage shall be considered primary insurance as respects Alachua County, its officials, employees and volunteers. Any insurance or self-insurance maintained by Alachua County, its officials, employees or volunteers shall be excess of **New World's** insurance and shall be non-contributory.
- 12.7 **Certificate Holder shall be named as:** Alachua County Board of County Commissioners.

13.0 DISPUTE RESOLUTION PROCEDURE

13.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), **New World** and **Customer** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to-face meetings, must be held between upper-level managers of both **Customer** and **New World**. Both parties agree to put forth their best efforts in these meetings. The first meeting shall be held at **Customer's** offices and subsequent meetings will alternate between **New World** and **Customer's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **Customer** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a location chosen by New World.

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in a Federal Court of their choosing. In the event that a party initiates a Level 3 action, the parties hereby unconditionally waive their respective rights to a jury trial. Each party shall bear the cost of their own legal expenses if Level 3 is used.

14.0 TERMINATION

14.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:

- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
- (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
- (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
- (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

14.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
- (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
- (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

- 14.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 14.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 14.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 14.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (17.0), survive termination.

15.0 *PATENT AND TRADEMARK INDEMNIFICATION*

New World agrees to indemnify, defend, and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

16.0 *NOTICES*

- 16.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
- 16.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

17.0 *GENERAL*

- 17.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 17.2 This **Agreement** is governed by the laws of the State of Florida and it shall be binding on the successors and assigns of the parties.
- 17.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 17.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 17.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 17.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 17.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 17.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

- 17.9. **Assignment of Personnel:** All personnel assigned to the project will be subject to the approval of the **Customer** and, to the extent controllable by **New World**, no changes shall be allowed unless prior written approval is obtained.
- 17.10 **Successors and Assigns:** The **Customer** and **New World** each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this **Agreement**.
- 17.11 **Collusion:** By signing this **Agreement**, the **Customer** declares that this **Agreement** is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this **Agreement** is fair and made in good faith without any outside control, collusion, or fraud.
- 17.12 **Conflict of Interest:** The **Customer** warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this **Agreement**. The **Customer** shall notify **New World** of any conflict of interest due to any other clients, contracts, or property interests.
- 17.13 **Third Party Beneficiaries:** This **Agreement** does not create any relationship with, or any rights in favor of, any third party.
- 17.14 **Severability:** Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 17.15 **Amendments:** This **Agreement** may be amended or modified only in writing signed by both parties.
- 17.16 **Captions and Section Headings:** The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**.
- 17.17 **Construction:** This **Agreement** shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this **Agreement**.
- 17.18 **Counterparts:** This **Agreement** may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further described in Exhibit A	\$402,700
1. Licensed Standard Software	\$575,000
2. Less Demonstration Site Discount	(172,300)
B. IMPLEMENTATION SERVICES	347,300
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. PRIME CONTRACTOR as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. CONSULTING SERVICES as further described in Exhibit B	
5. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
6. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
7. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
8. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
ONE TIME PROJECT COST:	<u>\$750,000</u>
C. TRAVEL EXPENSES (Estimate) – billed as incurred	\$45,000
D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY OCTOBER 15, 2014.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF PAYMENT</u>		<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE		\$402,700
1. Amount invoiced upon Effective Date (50%)	\$201,350	
2. Amount invoiced upon delivery of Licensed Standard Software (50%)	201,350	
B. IMPLEMENTATION SERVICES		347,300
1. Amount invoiced upon Effective Date (20%)	\$69,460	
2. Amount invoiced upon completion of SOW Step 3 Complete and Approve Project Plan (20%)	69,460	
3. Amount invoiced upon completion of SOW Step 4 Install the Standard Solution (20%)	69,460	
4. Amount invoiced upon completion of SOW Step 7 Conduct End User Training (20%)	69,460	
5. Amount invoiced upon completion of SOW Step 8 Conduct Go-Live (20%)	69,460	
	ONE TIME PAYMENTS:	<u>\$750,000</u>
C. TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)		\$45,000*
1. 30 Trips are anticipated		
*Estimate		
D. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C		

ALL PAYMENTS ARE DUE IN ACCORDANCE WITH FLORIDA PROMPT PAYMENT ACT

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

LOGOS.NET STANDARD APPLICATION SOFTWARE ^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT
FINANCIAL MANAGEMENT		
1.	Logos.NET Financial Management Base Suite	\$70,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable	
	- Revenue/Cash Receipting	
2.	Logos.NET Additional Financial Management Software	
	- Asset Management	9,000
	- Grant Management	9,000
	- Project Accounting	9,000
	- Misc. Billing & Receivables	9,000
	- Government (GASB) Reporting	21,000
	- Bank Reconciliation	7,000
	- Third Party Document Imaging Interface	9,000
3.	Expanded Revenue Collections	
	- 3rd Party Receivables Interface (Batch)	9,000
4.	Logos.NET Procurement Management Suite	
	- Purchasing Base	21,000
	- Requisition Processing	9,000
	- Bid & Quote Management	9,000
	- Contract Accounting	9,000
	- Inventory Management	21,000
SUB-TOTAL FINANCIAL MANAGEMENT MODULES		221,000

PAYROLL & HUMAN RESOURCES SUITE

5. Logos.NET Human Resources Management Base Suite	\$52,000
- Payroll Processing	
- Personnel Management	
- Position Control	
6. Logos.NET Human Resources	
- Employee Event Tracking	12,000
- Personnel Action Processing	12,000
7. Logos.NET Benefits Management	
- Benefits Administration	10,000
- Leave Management	15,000
8. Logos.NET Additional Payroll & HR Modules	
- Position Budgeting	12,000
- Time & Attendance Interface ⁴	12,000
- Benefit Tracking (Non-Employee)	12,000
- Third Party Document Imaging Interface	9,000
- Third Party Applicant Interface (supports NEOGOV and AppliTrack)	9,000

SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES	\$155,000
--	------------------

eSUITE

9. eSuite Base Software	\$21,000
10. eFinance	
- eSupplier	10,000
- eBid	10,000
- ePayments	10,000
11. eHR	
- eEmployee	30,000
- eBenefits Administration	15,000

SUB-TOTAL eSUITE SOFTWARE MODULES	\$96,000
--	-----------------

DECISION SUPPORT SOFTWARE

12. Decision Support Base Datamart⁵	\$21,000
13. Finance Analytics - Includes 10+ users	26,000
14. Dashboards for Financial Management	15,000
15. Human Resource/Payroll Analytics - Includes 10+ users	26,000
16. Dashboards for Human Resources	15,000

SUB-TOTAL DECISION SUPPORT SOFTWARE MODULES	\$103,000
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AUTHORIZED USERS

17. Site License for up to 200 Authorized Users⁶	Included
NEW WORLD STANDARD SOFTWARE LICENSE FEE	575,000
LESS DEMONSTRATION SITE DISCOUNT	(172,300)

TOTAL SOFTWARE LICENSE FEE^{7,8}	\$402,700
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Note: A Site License is included for this solution. This Site License entitles Alachua County, Library District and any Alachua Constitutional Officers to 200 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within Alachua County, Library District and any Alachua Constitutional Officers.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- ² *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*
- ⁵ *New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.*
- ⁶ *Additional cost per group of 5 for authorized users is \$5,000.*
- ⁷ *Prices assume that all software proposed is licensed.*
- ⁸ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

2. Prime Contractor Services:

New World has proposed prime contractor services, which shall be limited to: acting as the sole point of contact between other third party vendors (subcontractors); coordination of subcontractors; overall project system integration services; and contract management administration.

3. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to **100** days of **New World** implementation and training support services have been allocated for this project. Excess services requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) In addition to the **100** days of implementation and training services, **20** additional days have been allocated to provide high-level Consulting services, as determined by mutual agreement of the **Customer** and **New World** project managers, for any of the following activities:
 - Enterprise-wide requirements analysis and gathering services focused on identifying and answering organization-critical questions,
 - Synthesis of findings, identifying targeted key solutions to be implemented across customer organization,
 - Determination of most efficient and effective work flows and business processes for each package of licensed standard software,
 - Design, development and/or configuration on key solutions in base software reporting package, through Business Analytics, Dashboards or agreed-to customized Datamart Reporting,
 - Effective deployment of agreed-to solutions, employing the work flow and business process configurations to support improved decision-making and long-term planning.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

4. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Payment Processing Interface: includes 1 Positive Pay Format and 1 ACH/Direct Deposit Transmittal Export, and 1 Payment (Check/EFT) Reconciliation Transmittal Import. P-Card Import (BofA)
- b) Third Party Document Imaging Interface
- c) Third Party Receivables (Batch): 1. SuiteSoft; 2. WayMaster; and 3. Animal Services
- d) Time and Attendance Interface (Kronos / Telestaff)
- e) Third Party Applicant Interface
- f) Journal Export to GovMax Budget Interface
- g) Budget Import to GovMax Budget Interface

5. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

6. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Daily Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost

Year 1	No charge
Year 2	\$50,000
Year 3	95,000
Year 4	95,000
Year 5	95,000
Year 6	95,000

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for years 7 through 10 shall not exceed 3% per year over the prior year.

EXHIBIT D

Intentionally Left Blank

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. **General**

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. **New World Responsibilities**

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B daily billable rates, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.

3. **Customer Responsibilities**

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the **New World** ftp site.
- c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
- d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- f) If the **Customer** cannot provide data in the format defined in **New World's** standard conversion record layouts then **New World** will map the data to **New World's** standard conversion record layout at the Daily Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Data sources for each of the following files to be converted will be supplied only from **Customer's** SunGard/HTE System:

Financial

- Vendor Information (includes detailed PO and AP)
- Asset Management (Fixed Assets)
- General Ledger/Budget History
- Misc Billing Customer and Invoice History

Payroll

- Employee, Detailed Earnings History, Position Master

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Enhancements / Modifications to Exhibit A Software

(1) FMLA Hours Capture:

Add ability to update FMLA leave taken hours as a results of payroll time entry. (SCR: 511158)
System will be modified to update the FMLA taken hours from payroll time entry. FMLA hours will be updated after completion of payroll processing. A report will be provided to the user to identify errors/warnings (invalid FMLA leave, multiple FMLA leave) that require user intervention.

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

- (4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time.

For modification requiring over five (5) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP
SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

APPENDIX 1

Placeholder for Statement of Work



Alachua County, FL

Statement of Work

**Logos Public Administration Software Suite
September 12, 2014**

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*The terms and conditions governing this project are specified in the **Agreement** between the parties. In the event statements in this Logos Public Administration Software Suite Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.*

A. PROJECT OVERVIEW

This Statement of Work (SOW) defines the principal activities and responsibilities of **Customer** and **New World** for the implementation of an integrated ERP system consisting of the following primary software applications:

LOGOS.NET Modules and Functions
Financial Management Suite
Payroll & Human Resources Suite
eSuite Web Applications
Decision Support Analytics & Reporting

A.1 Objectives

To implement the software described in the Agreement

A.2 Schedule

This project is targeted to be completed and the project closed within 18 months of **Agreement** signing. Many factors will impact the ability of the **New World** and **Customer** project teams to meet this target.

The **New World** and **Customer** Project Managers will work together, along with **New World** and **Customer** senior management, to develop a project plan that itemizes the specific tasks, resources, dependencies and schedules. **New World** will work hard to help build a project plan to meet the targeted timeline.

However, unforeseen **Customer** dependencies, unexpected **Customer** circumstances or changes to **Customer** requirements may cause the **New World** and **Customer** Project Managers to build a project plan that does not meet the targeted project completion timeline.

When the planning activity is completed and the Project Plan is approved by **New World** and **Customer** senior management, then the actual scheduled completion date will be determined for this project.

Developing the Project Plan and then approving the Project Plan are specific steps called out in the **New World** Project Implementation Methodology (PIM) outlined in later sections of this SOW.

A.3 Scope and Deliverables

The success of the project is dependent upon all of the organizations identified below to participate fully in this project and to fulfill all of their assigned tasks with quality and on schedule.

The scope of this project includes three types of deliverables from **New World**:

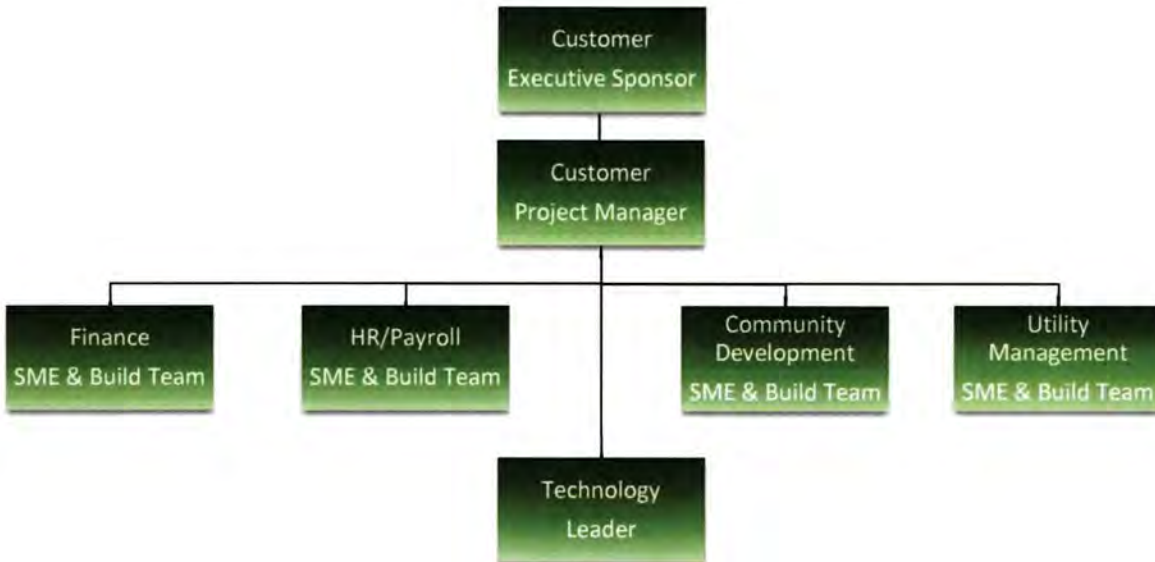
1. Licensed Standard Software Deliverables
2. **New World** Service Deliverables
3. Third Party Hardware, Software, Service Deliverables

The scope and deliverables proposed for this project are outlined in Appendix A.

B. PROJECT ORGANIZATION & DECISION MAKING

B.1 Customer Project Organization

The Customer project organization, roles and assigned individuals are shown below:



B.1.1 Customer Project Team Assignments

Here are the **Customer** Project Roles and Assignments:

	Project Role	Functional Organization and Role	Name
1	Executive Sponsor		
2	Project Manager		
3	Finance Subject Matter Expert		
4	HR/Payroll Subject Matter Expert		
5	Technology Leader		

The **Customer** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.1.2 Customer Project Team Roles & Responsibilities

Here are the **Customer** Project Roles and Responsibilities:

B.1.2.1 Customer Executive Sponsor

- Provides executive level oversight of the project conduct and outcomes on behalf of **Customer**.
- Executive Sponsor is appointed by (the Governing Group/some other entity) and serves for the duration of the project.
- Executive Sponsor (is/is not) a Governing Group member.
- Executive Sponsor attends Governing Group meetings and (votes/does not vote) on resolutions presented.
- Executive Sponsor is accountable to the Governing Group for project conduct and outcomes.
- Executive Sponsor reports project status to the Governing Group.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor presents and recommends approval of project funding requests to the Governing Group.
- Executive Sponsor presents and recommends final top level project decisions to the Governing Group.
- Executive Sponsor makes executive project decisions that do not require Governing Group approval.
- Executive Sponsor is accountable for project results and outcomes.

B.1.2.2 Customer Project Manager

- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **Customer**.
- Project Manager is accountable to the Executive Sponsor for project conduct and outcomes.
- Project Manager reports project status to the Executive Sponsor.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the Executive Sponsor.
- Project Manager makes and/or coordinates with project constituents to make daily project decisions that do not require Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.



B.1.2.3 Customer Subject Matter Experts (SMEs)

- SMEs represent functional senior managers and users for the functional areas engaged in the project. The functional areas include:
 - Finance
 - HR/Payroll
- SMEs provide day-to-day oversight and coordination of the project tasks and outcomes on behalf of the assigned functional areas on behalf of **Customer**.
- SMEs make and/or coordinate with functional constituents to make daily project decisions that do not require Project Manager approval.
- SMEs are appointed by (the functional senior managers/some other entity) and serve for the duration of the project.
- SMEs train end users.
- SMEs are accountable to the Project Manager and their Functional senior managers for project conduct and outcomes.
- SMEs report project status to the Project Manager and their Functional senior managers.
- SMEs are accountable for the results and outcomes of project activities in their functional areas.

B.1.2.4 Customer Technology Leader

- Technology Leader represents technology senior managers for project.
- Technology Leader provides day-to-day oversight and coordination of the technology tasks and outcomes on the project.
- Technology Leader is appointed by (the technology senior managers/some other entity) and serves for the duration of the project.
- Technology Leader is accountable to the Project Manager and their Technology senior managers for technology task conduct and outcomes for the project.
- Technology Leader reports status to the Project Manager and their Technology senior manager.
- Technology Leader makes and/or coordinates with technology constituents to make daily technology decisions that do not require Project Manager approval.
- Technology Leader is accountable for the results and outcomes of technology activities of the project.



B.1.2.5 Customer Build Teams

- Build teams are representatives from the functional areas engaged in the project. The functional areas include:
 - Finance
 - HR/Payroll
- Build Teams complete project tasks to configure and setup their assigned functional areas of the product suite.
- Build Teams are appointed by the (SME/functional senior manager/some other entity) and serve for the duration of the project.
- Build Teams are accountable for the results and outcomes of the project activities in their functional areas.

B.2 New World Project Organization

The **New World** project organization, roles and assigned individuals are described in B.2.1, below:

B.2.1 New World Project Team Assignments

	Project Role	Functional Role	Name(s)
1	Sales Executive	Regional Vice President	Greg Wandrei , Debra Warren
2	Sales Representative	Regional Territory Manager	Blair Tighe
3	Executive Sponsor	VP of Operations <i>Or</i> General Manager Logos Professional Services	Sandro Viselli <i>Or</i> Andy Breeden
4	Project Manager	Project Manager	TBD
5	Finance Application Specialist	Finance Application Specialist(s)	TBD
6	HR/Payroll Application Specialist	HR/Payroll Application Specialist(s)	TBD
7	Community Development Application Specialist	Community Development Application Specialist(s)	TBD
8	Utility Management Application Specialist	Utility Management Application Specialist(s)	TBD
9	Technical Services Specialist	Technical Services Specialist(s)	TBD
10	Data Conversion Lead	Data Analyst	TBD

The **New World** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.2.2 New World Project Team Roles & Responsibilities

New World Project Roles and Responsibilities:

B.2.2.1 New World Sales Executive

- Served as the **New World** leader of the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required for the project.
- Available to meet with **Customer** and **New World** senior managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.2 New World Sales Representative

- Served as the **New World** sales representative during the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required in order to complete the project.
- Available to meet with **Customer** and **New World** managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.3 New World Executive Sponsor

- Executive Sponsor is assigned at the project initiation and serves for the duration of the project.
- Provides executive level oversight of the project conduct and outcomes on behalf of **New World**.
- Executive Sponsor is accountable to **New World** executives for project conduct and outcomes.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor makes executive project decisions, or facilitates obtaining decisions for **New World**.
- Executive Sponsor meets with and reviews status with **Customer** Executive Sponsor.
- Executive Sponsor is accountable for project results and outcomes.

B.2.2.4 New World Project Manager

- Project Manager is appointed at project initiation and serves for the duration of the project.
- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **New World**.
- Project Manager is responsible for project planning.
- Project Manager is responsible for **New World** resource management.



- Project Manager is accountable to the Executive Sponsor and **New World** executive managers for project conduct and outcomes.
- Project Manager reports project status to the **New World** Executive Sponsor.
- Project Manager reports project status to the **Customer** Project Manager.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the **New World** Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the **New World** Executive Sponsor.
- Project Manager makes and/or coordinates with **New World** project constituents to make daily project decisions that do not require **New World** Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.

B.2.2.5 New World Application Specialist

- Application Specialists serve as the product experts for their assigned functional areas of the Logos product suite. The functional areas include:
 - Finance
 - HR/Payroll
- Application Specialists provide training and knowledge transfer to **Customer** functional experts to enable **Customer** staff to set up and configure each application area of the product suite.
- Application Specialists provide support to **Customer** functional experts to help them make project decisions.
- Application Specialists provide training to **Customer** trainers to enable them to train end users.
- Application Specialists provide training to **Customer** trainers to end users.
- Application Specialists are assigned by **New World** resource managers and serve for the specific tasks as assigned during the project.
- Application Specialists are accountable to the **New World** Project Manager and their resource managers for project conduct and outcomes.
- Application Specialists report project status to the Project Manager and their resource managers.
- Application Specialists are accountable for the results and outcomes of project activities in their functional areas.

B.2.2.6 New World Technical Services Specialist

- Technical Services Specialist provides hardware, system software and network infrastructure services.
- Technical Services Specialist reports status to the Project Manager and their technical services resource manager.



- Technical Services Specialist makes and/or coordinates with **Customer** technology constituents to project technology decisions that do not require Project Manager approval.
- Technical Services Specialist reports technical issues and resolution recommendations to the **New World** Project Manager.
- Technical Services Specialist is accountable to the Project Manager and their **New World** technical services resource manager for the technical services outcomes and results during the project.

B.2.2.7 New World Data Conversion Lead

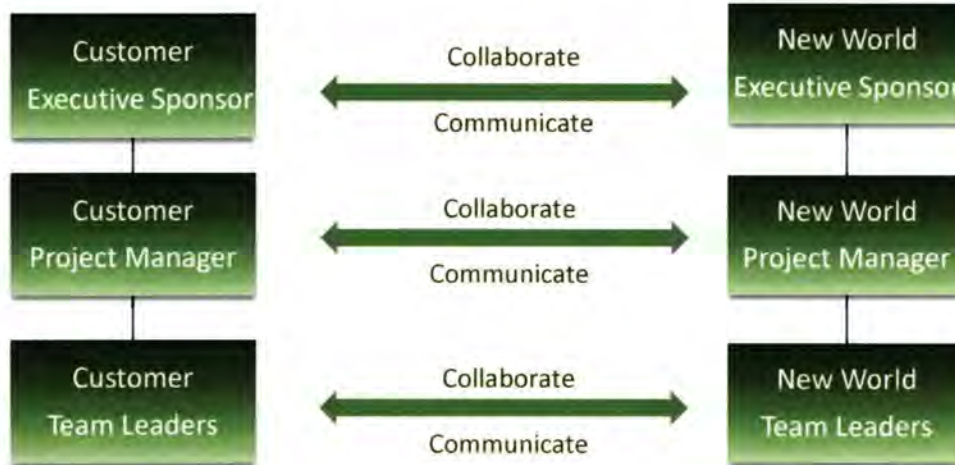
- Data Conversion Lead manages the **New World** data conversion activities and resources for the project.
- Data Conversion Lead works with assigned **Customer** data conversion staff during the project.
- Data Conversion Lead is assigned early in the project and serves for the duration of the data conversion activities.
- Data Conversion Lead is accountable to the **New World** Project Manager and their data conversion senior managers for data conversion task conduct and outcomes for the project.
- Data Conversion Lead reports status to the **New World** Project Manager and their data conversion senior manager.
- Data Conversion Lead is accountable for the results and outcomes of data conversion activities of the project.

B.3 Project Decision Making Process

Decisions will be made at multiple organization levels at **Customer** and **New World** in order to deliver the desired project results. Many decisions need to be made during the project. Many people are involved in the project. If decision making is not appropriately defined, the risks increase that undesirable project outcomes could occur. In setting up the decision making process for the project, the following are desired:

1. It is desirable that decisions are made in a timely fashion and in accordance with the appropriate level of authority required to establish policies and procedures, to authorize/approve plans and resources, and/or to resolve issues.
2. It is desirable to enable decision-making authority to be granted to managers who are as close to the daily project activities as possible to avoid delays or bottlenecks yet to also attain quality results for the project.

Here are the decision-making levels at **Customer** and **New World**. If collaboration and communication between the individuals on the same level (in the hierarchy shown below) at **Customer** and **New World** fail to result in a timely decision or issue resolution as required to keep the project on track, then the individuals must escalate the decision or issue resolution one level up as shown below.



C. PROJECT RESPONSIBILITY & RISK SUMMARY

New World's objective for every project is to fulfill all contracted obligations successfully, on time and on budget.

In order to complete a successful project, both **New World** and **Customer** team must be engaged fully in the project and support is required in a number of areas. To aid in completing a successful project, the following responsibilities must be fulfilled and the risks must be mitigated.

C.1 Project Ownership and Success

1. Project ownership is shared between **Customer** and **New World** teams.
2. Executive sponsors from **Customer** team and **New World** need to collaborate to manage through strategic issues, help drive change management, and maintain consistent communication throughout the project.

C.2 Customer Executive Sponsor Responsibilities

1. Provide leadership and clear direction to **Customer** project team throughout the project.
2. Allocate sufficient and qualified resources to ensure a successful project.
3. Confirm achievement of all milestones and contract deliverables after each phase of the project.
4. Track progress and resolve issues during executive milestone reviews.
5. Ensure the assigned resources adhere to timeframes and schedules.
6. Partner with the **New World** Executive Sponsor to resolve any disputes that may arise.
7. Work as a team with **New World** to drive and promote change, and take advantage of best practices.

C.3 Managing Change within Customer Organization

1. **Customer** is responsible for managing change within their organization.
2. Limit the scope of changes that may delay implementation or increase the cost of the project.
3. Users will need consistent coaching and reassurance from the leadership team.
4. Team should expect to provide extra effort during the implementation period.
5. Users need to understand the differences and overall benefits of the new system.
6. Do not allow individual desires or agendas to overshadow the needs of the many.
7. Customer management needs to explain the differences and benefits of the new solution.
 - a. Workflow may be slower at first, but there is more information and long-term organization value
 - b. More data integration is available which contributes to the overall solution value

C.4 Provide a Stable Environment and Sufficient Infrastructure

1. Adhere to **New World** specifications for hardware, software and infrastructure.
2. Manage and maintain the necessary network bandwidth and stability.
3. Adhere to industry-standard practices when managing security, network and database resources.
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks.

C.5 New World Systems Escalation Policy

1. **Customer** identifies an issue and categorizes it as a product, project or business issue.
2. **Customer** contacts the **New World** Project Manager and provides detailed documentation of the issue.
3. If **New World** Project Manager is unavailable, **Customer** contacts **Customer** Account Manager (Regional Territory Manager or Customer Care Representative assigned to **Customer**).
4. If **Customer** is unable to resolve the issue or not satisfied with the issue resolution, **Customer** escalates to **New World** Executive Sponsor for the project.

C.6 Expectations for Project Implementation

1. Project execution will follow the **New World** Project Implementation Methodology as described in later sections of this SOW.
2. **Customer** and **New World** Project Managers shall identify key timeframes and requirements early in the project.
 - a. Project start dates
 - b. Milestone dates
 - c. **Customer** blackout dates
 - d. Non-standard contract deliverables required for go-live (generally delivered after go-live)
3. Resource scheduling will be planned and agreed to by both **Customer** and **New World**.
 - a. Scheduled resource assignments will be held for a 90-day lock period
 - b. Schedule changes within the lock period are costly, and can put the project plan at risk

C.7 Software & Warranty Expectations

1. Large-scale ERP software solutions typically have some open warranty issues
2. Software issues may arise as a normal part of any project implementation
3. Any issue with the software system should be documented using **New World**'s standard methodology
4. As with all projects, this is a partnership between **Customer** and **New World**, and the parties need to work together to quickly diagnose and resolve any potential issues

C.8 Top ERP Implementation Risks: What Can Endanger Project Success?

1. **Customer Senior Leadership Not Engaged**
 - a. Without sustained executive support and leadership, project delays and failure may occur
2. **Increasing Project Scope**
 - a. Changing or adding requirements mid-project may delay project and increase costs
 - b. Delayed approvals on non-standard contract deliverables may delay project and increase costs
 - c. Adding non-standard features increases the project complexity and risk of successful implementation. Simplifying the go-live requirements early in the project plan and minimizing requirements changes during project implementation mitigates risk
3. **Change Management**
 - a. Failure to manage process change in **Customer** organization increases risk
 - b. Effective communication is imperative during the entire implementation process
4. **Third Party Contract Deliverables**
 - a. Document and obtain approvals on requirements involving third parties early in the project
 - b. Set and manage expectations with all participants
5. **Environment, Infrastructure and System Administration**
 - a. Adhere to **New World** specifications for hardware, software and infrastructure
 - b. Manage and maintain the necessary network bandwidth requirements
 - c. Managing **Customer** environment during and after the project requires one or more skilled system administrators to manage the technical resources
6. **Data Conversion**
 - a. Only submit data to **New World** after thoroughly reviewing **Customer** data mappings
 - b. Analyze all converted data closely, including controls, before resubmitting
 - c. Continue to stress user review and accuracy

Customer and **New World** Executive Sponsors and Project Managers are expected to work with each other throughout the project to ensure mutual understanding of the responsibilities and risks described above, work together to ensure both parties fulfill their respective responsibilities and mitigate the risks to help ensure successful project completion.

D. PROJECT MANAGEMENT RESPONSIBILITIES

New World and **Customer** Project Managers will use the PIM to manage the implementation of the **New World** technology and to transition **Customer** from its existing technologies and operation to the technology provided and described in the **Agreement**. In addition to using the PIM, the following guidelines shall be followed:

1. Work will be performed at the **Customer's** location and **New World's** project offices and will be performed on business days during **Customer's** normal business hours, except when both parties agree otherwise.
2. A project consists of the delivery, installation, configuration, testing and implementation and go-live of the licensed standard software that provides the functionality and operation described in the **Agreement**.
3. Additional work activities and software functionality not described in the **Agreement** and/or the SOW will be considered a change to a project and will be authorized by **Customer** using the Project Change Order document. Depending on the nature of the change, a cost adjustment may result which shall be managed according to the Agreement
4. The Customer and **New World** expect and agree that the **Agreement** and/or SOW may be modified from time to time, especially after **New World** gains a more complete understanding of **Customer's** existing technologies, business practices and operations.
5. Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual **Agreement**. Training arrangements for observers may be made upon mutual **Agreement**.
6. **Customer** is responsible for the WAN/LAN infrastructure.
7. The operation and availability of the external systems or third party software is the responsibility of **Customer** and necessary for the success of the project.
8. **Customer** is responsible for maintaining in good working order the third party systems that it operates and that interface with **New World** software as part of this project.
9. The **New World** Implementation teams must have access to all servers and workstations that are applicable to the project. This includes having a domain login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.

D.1 New World's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **New World** responsibilities include the following:

1. Managing the efforts of **New World**'s staff and coordinating **New World** activities with **Customer** Project Manager.
2. Providing project status reports to **Customer**.
3. Documenting, coordinating and managing the overall Implementation Plan (both summary and detail level) with the **Customer's** management and the Customer Project Manager.
4. Conducting a project review (kick-off) meeting at the **Customer's** location.
5. Managing the efforts of the **New World** staff and coordinating **New World's** activities with the **Customer's** Project Manager.
6. Coordinating delivery of contracted services throughout the project.
7. Providing **New World** consultation with the Customer and its other vendors or third parties when necessary.
8. Maintaining a record of all project communications.
9. Conducting regular project review meetings with the **Customer's** Project Manager via telephone conference calls.
10. Preparing and submitting regular status reports to the Customer and to **New World** management.
11. Responding to issues if any rose by the **Customer's** Project Manager throughout the project.
12. Preparing and submitting project Change Orders to the **Customer's** Project Manager (or designee) as necessary and gaining **New World** and Customer approvals before implementing the requested changes.
13. Conducting a project close-out meeting at the **Customer's** location to conclude the project.

D.2 Customer's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **Customer** responsibilities include the following:

1. Assigning a competent Project Manager with authority to make project decisions and commitments on behalf of **Customer**, including:
 - a. provide timely answers to **New World**'s requests for information
 - b. coordinate a mutually agreeable implementation and training schedule
 - c. have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, test documents and/or delivery and service schedules
 - d. In situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system
2. Managing the efforts of **Customer's** staff and coordinating **Customer** activities with the **New World** Project Manager.
3. Providing status reports to **New World** on **Customer** tasks.
4. Providing overall status reports to **Customer** managers and teams.
5. Maintaining project communications with the **New World** Project Manager.
6. Providing input to **New World** for creation of the regular status reports.
7. Ensuring that **Customer** personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities.
8. Participating in the status gathering and sharing activities with the **New World** Project Manager as required for determining project status.
9. Providing responses to issues raised by the **New World** Project Manager in a timely manner.
10. Serving as liaison with all **Customer** provided third party vendors and associated systems.
11. Ensuring that acceptable Change Orders are approved in a timely fashion by authorized signature(s).
12. Providing workspace for **New World** personnel as reasonably requested.
13. Ensuring **New World** personnel have access to server and network equipment and work areas with pre-authorization for off-hours.
14. Ensuring timely payment of invoices.

D.3 Managing Project Scope – Use of Contract Addendums and Change Orders

During the course of this project, it may become necessary to make adjustments to the scope of the project. If such a situation arises, a formal process shall be used to document requests and solicit approvals to change the scope. Contract Addendums or Change Orders will be used to request and approve changes to project scope.

Changes to project scope include alterations, deletions, additions, deviations and omissions to the products and services identified in the **Agreement**. The standard method of documenting and executing a change to the **Agreement** are shown below:

- Exhibit A (Licensed Standard Software and Fees) – Contract Addendum
- Exhibit B (Implementation and Training Support Services) – Change Order
- Exhibit F (Data Conversions) – Change Order
- Exhibit G (Custom Interfaces) – Change Order
- Appendix 1 (Third Party Products and Services) – Contract Addendum
- The Logos Statement of Work (SOW) – Change Order

Note that the terms and conditions governing this project are specified in the **Agreement** between the parties. In the event that statements in this Logos Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.

Requests for changes that require Contract Addendums and/or Change Orders are typically initiated by **Customer**. However, the **New World** Project Manager may offer proposals to **Customer** Project Manager for consideration.

Customer approval of a **New World**-initiated Contract Addendum and/or Change Order will be indicated through execution (signature) of the Contract Addendum and/or Change Order documents by duly authorized **Customer** representatives before any additional work is performed.

D.4 Project Communication and Planning Tools

During the course of this project, it is necessary to communicate information between **Customer** and **New World** and vice versa. **New World** will provide project information to **Customer** in various formats appropriate to each type of information that is communicated. Key communication and planning tools to be used include:

Project Communication and Planning Tools	
Project Plan	
<ul style="list-style-type: none"> • Project Tasks • Project Scheduling • Resource Assignments • Payment Milestones • Key Milestones • Contract Deliverables (Services and Software) • Gantt Chart 	
Project Management Workbook	
<ul style="list-style-type: none"> • Project Methodology Overview • Monthly Project Status Report • Project Schedule Customer Blackout Dates • Contact Information • Roles and Responsibilities • Communication Plan • Risk Management Plan • Action Items • Issues • Change Control Definition, Register and Forms • Pre Go-Live Readiness Checklist • Pre Go-Live Systems Assurance Readiness Checklist • Go-Live Checklist • Post Go-Live Checklist 	
Data Conversion Plan	
Technical Services Plan	
Requirements Definitions (Custom Enhancements, Custom Interfaces)	
Pre-Trip Reports	
Post-Trip Reports	
Build Plans	
Training Plans	
Functional Test Checklist	

Additional tools will be used by the Project Managers as appropriate to communicate activity specific information throughout the project.

D.5 Project Status Reports

During the course of this project, the **New World** Project Manager will prepare and provide to **Customer** monthly written status reports. In addition, regular status review meetings and/or conference calls will be used at the discretion of the Project Managers to further ensure appropriate status information is exchanged. These review meetings and calls will also be used to identify and/or resolve issues where possible, coordinate action items and schedule activities as appropriate.

Customer is responsible to provide **New World** with updated status regarding **Customer** tasks and activities. The Project Managers shall collaborate to determine the best format and process for communicating **Customer** status to **New World**.

In addition, the **New World** and **Customer** Executive Sponsors will meet periodically to review project status. The initial meeting will take place during project initiation. At that meeting, a schedule will be agreed upon for status meetings between the Executive Sponsors for the remainder of the project duration. **Customer** will host the meetings at their location and is responsible to attend as planned.

Communication between the senior managers at **Customer** and **New World** is essential to ensure project success and these meetings are a key activity to ensure project success.

D.6 Formal Customer Notifications

During the course of this project, it is necessary to formally notify **Customer** of completion of key events or fulfillment of key project obligations. The **New World** Project Manager will notify **Customer** in writing of the completion of these key events and obligations. The reasons for formal notification include:

1. Bring **Customer's** attention to the **New World** position that a key event has occurred or a key project obligation has been fulfilled.
2. Establish "for the record" that **Customer** has been notified.
3. Provide a specified time period for **Customer** to take exception or dispute the **New World** position, if so desired.
4. To bring clear closure for the project teams that key events did occur and fulfillment of key project obligations were made.

When notified by **New World**, **Customer** may:

1. Sign and return the notification as acknowledgement and approval of the completion of the key event or fulfillment of the key project obligation in a timely manner.
2. Provide written notice to **New World** within the specified time period (typically 15 days) that **Customer** does not agree that of the completion of the key event or fulfillment of the key project obligation occurred and why.
3. Do nothing within the specified time period (typically 15 days), in which case the completion of the key event or fulfillment of the key project obligation is deemed approved by **Customer**.

E. 5 PHASE PROJECT IMPLEMENTATION METHODOLOGY (PIM)



5 Phase Project Implementation Methodology (PIM)

Since its inception, **New World** has successfully completed thousands of implementation projects. **New World** has developed this standard project implementation methodology to be predictable, repeatable, lower risk and maximize project success. This standard approach is based upon a blend of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) guidelines and knowledge obtained from years of successful **New World** project management activity deploying public sector solutions.

Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning.
2. **Planning** – Create and approve the Project Plan.
3. **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness.
4. **Transition** – Train users, perform data conversion (if required), execute go-live, complete Post Go-Live activities, finalize **Customer** application customizations, optimize implementations (if applicable) and complete final acceptance of the operating system.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **Customer** to **New World** Account Management team.



Each phase consists of one or more steps. Each step includes:

1. **New World Responsibilities** – Tasks **New World** staff is responsible to complete.
2. **Customer Responsibilities** – Tasks **Customer** staff is responsible to complete.
3. **Product and Service Deliverables** — Contract items that are delivered during the step.
4. **Key Milestones** – Events that are key to monitoring the status and health of the project.
5. **Completion Criteria** - requirements in order to consider the step complete.

The Phases, Steps, Milestones, Product and Service Deliverables, and Work Breakdown Structure (WBS) that comprise the PIM are summarized in the matrix on the following pages. Each step and project deliverable are described in detail in the sections following this matrix. Although the PIM steps are shown in diagrams as sequential, steps will overlap based on individual project needs and circumstances.

Also note, the Phases, Steps, Milestones, Product and Service Deliverables, and WBS are embedded in the Project Plan template, which is used in conjunction with this methodology.

Note, the Construction Phase (Steps 5 and 6) and the Transition Phase (Steps 7 through 9) are repeated for each application if the project contains staged go-live events.



E.1 Milestone Summary

These are the payment milestones specified for this project per the **Agreement** terms and conditions along with the Key Project Milestones that will be used to help monitor project status.

		Milestones
		Key Project Milestones
Phases	Steps	
Initiation	1 - Conduct Start-up Activity	Execute Customer Agreement
Planning	2 - Plan the Project	Complete Executive Summary Project Plan Draft Project Plan
	3 - Approve the Project Plan	Approve Project Plan
Construction	4 - Install the Standard Solution	Deliver Technical Services Specification Document
	5 - Build Out Standard Solution	Complete Build of Configuration for Functional Test
	6 - Validate Configuration	Approve Final Configuration for Training and Go-Live
Transition	7 - Conduct End User Training	Complete Pre-Go-Live User Training
	8 - Conduct Go-Live	Go-Live
	9 - Complete and Implement Remaining Deliverables	Complete Development and Implementation of Remaining Deliverables
Closing	10 - Close the Project	Project Complete



E.2 Formal Notifications Summary

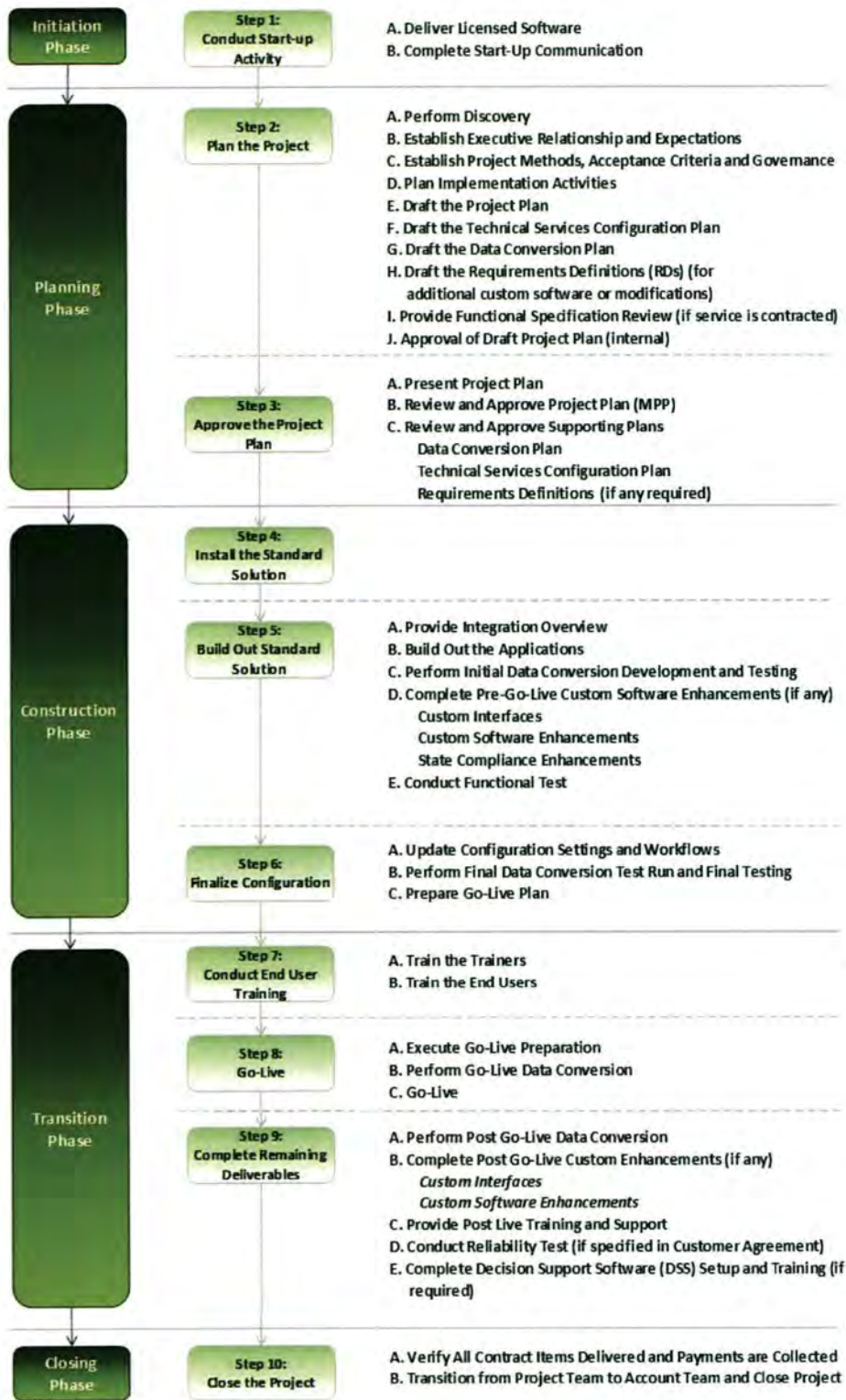
Certain communications are so important during the course of a project they cannot be left to verbal conversation or email messages alone. Formal notifications will be used to help manage expectations, ensure senior managers are informed, cause **Customer** and **New World** decisions to be made in a timely fashion, and help the Project Managers adhere to project timelines.

Here are the required formal notifications that the **New World** Project Manager will use in managing this implementation project.

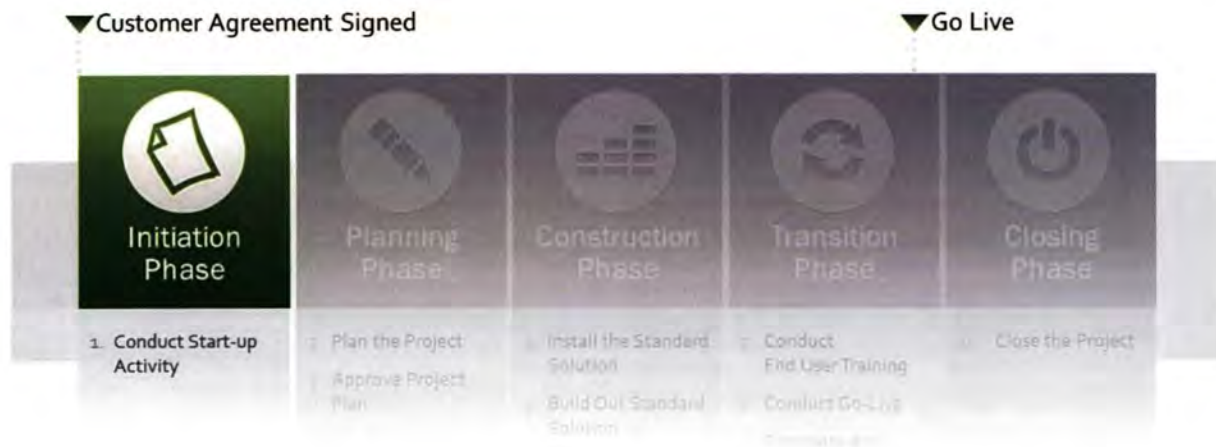
Phases		Steps		Formal Communications						
				Customer Notifications						
Initiation	1 -	Conduct Start-up Activity	Notification that Milestone is Complete – Deliver Licensed Standard Software Notification of Start of Warranty Period							
Planning	2 -	Plan the Project	Notification that Milestone is Complete – Complete Executive Summary Project Plan							
						3 -	Approve the Project Plan	Notification that Milestone is Complete – Approve Project Plan (MPP)		
Construction	4 -	Install the Standard Solution	Notification that Milestone is Complete – Deliver Technical Services Specification Document Notification that Project Deliverable is Complete – Deliver 3 rd Party Hardware; Deliver 3 rd Party Software							
						5 -	Build Out Standard	Notification that Project Deliverable is Complete – Deliver Licensed Custom Software Enhancements – Deliver Licensed Custom Interfaces Notification that Milestone is Complete – Complete Build Out of Configuration for Functional Test		
Transition	7 -	Conduct End User Training	Notification that Milestone is Complete – Complete Pre-Go-Live User Training							
						8 -	Conduct Go-Live	Notification of Data Conversion Pre-Go-Live Approval Notification that Milestone is Complete – Go-Live		
Closing	10 -	Close the Project	Notification that Milestone is Complete – Close Project							

E.3 Work Breakdown Structure (WBS)

Here is the Work Breakdown Structure for this implementation project.



E.4 Initiation Phase

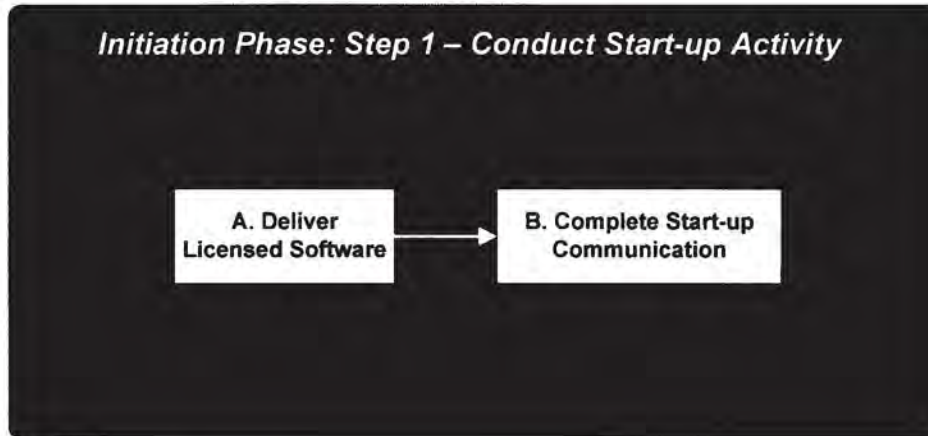


Purpose: Deliver standard licensed software, engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase initiates with the **Agreement** being signed by both parties. This phase consists of one step:

- Step 1: Conduct Start-up Activities

New World will deliver the standard licensed software. Also, the initial communication takes place between **New World** and the Customer, the Project Managers are assigned and the **New World** Sales representative initiates the formal transition of the project to the **New World** Operations team. The Operations team (when completely formed) includes Executive Sponsorship, Project Management and Professional Services Application Specialists.

E.4.1 Step 1: Conduct Start-up Activities

Step 1A - Deliver Licensed Software

Overview: When the **Agreement** is signed, **New World** will deliver to **Customer** the standard licensed software in the **Agreement**. This delivery excludes any custom software enhancements or custom interfaces (which will be delivered later in the project once completed).

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Deliver the standard licensed software electronically by either shipping DVDs containing the software, or posting the software to a Customer Portal for download. 2. If posted to a Customer Portal for download, New World will notify Customer the software is available and is considered “delivered.” 	<ol style="list-style-type: none"> 1. Receive the DVDs containing the standard licensed software shipped, or 2. Download the standard licensed software from the Customer Portal.

Product and Service Deliverables	
Products	Services
1. Licensed Standard Software	None

Milestones
1. Execute Customer Agreement
2. Deliver Licensed Standard Software

Milestones
1. Notification of Delivery of Licensed Standard Software

Completion Criteria: This step shall be complete upon delivery of the standard licensed software.

Step 1B - Complete Start-Up Communication

Overview: The **New World** Project Manager will complete one or more conference calls with **Customer**. The objectives for this communication are:

1. Describe key teams/groups and identify their roles and responsibilities during the project.
2. Discuss expectations of **Customer** and **New World**.
 - a. Notify **Customer** their senior leadership will be required for executive project reviews and signing approval documents.
 - b. Discuss Project timeframes
3. Discuss Account Management Planning meeting agenda and objectives.
4. Review Account Management slide deck, adjust as necessary.
5. Set date for onsite Account Management Planning meeting and discuss site preparation.
6. Discuss keys to project success.
7. Request topology diagram of **Customer's** network.

Responsibilities	
New World	Customer
1. Schedule New World staff to participate in the start-up call(s). 2. Clearly define the objectives for each of the start-up call(s). 3. Request topology diagram of the Customer's network. 4. Request a copy of Customer's Organization Chart. 5. Review Customer Competency Matrix. 6. Complete Internal Contract Review	1. Schedule Customer resources to participate in the start-up call(s). 2. Participate in the call and discuss agenda items during the start-up call(s). 3. Provide the topology diagram of the Customer's network. 4. Provide a copy of the Customer's Organization Chart.

Product and Service Deliverables	
Products	Services
None	None

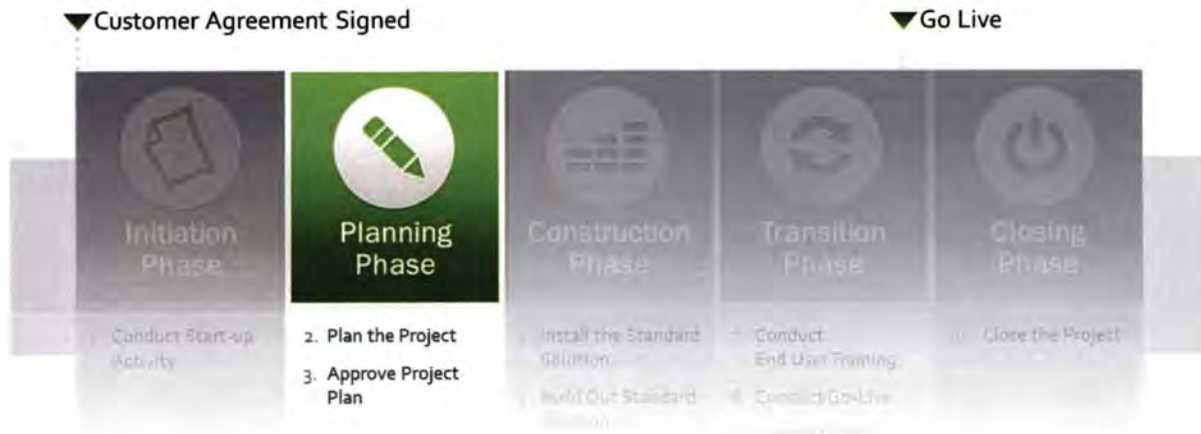
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete at the conclusion of the Start-Up Conference Call(s).



E.5 Planning Phase



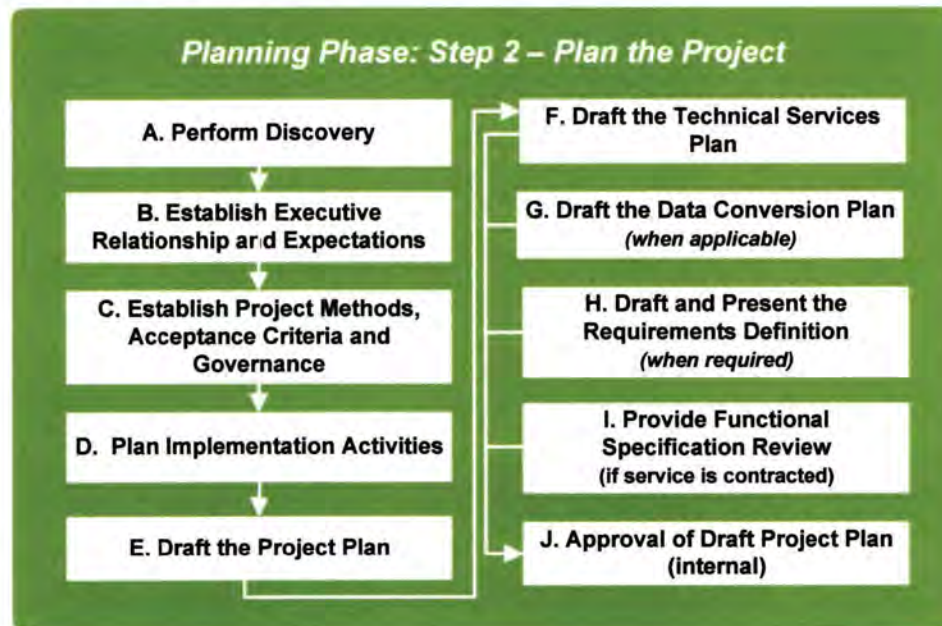
Purpose: Create and approve the Project Plan ().

Description of Phase: The Planning Phase consists of two steps:

- Step 2: Plan the Project
- Step 3: Approve the Project Plan

During this Phase, the **New World** and **Customer** Project Managers organize the project, establish project teams, confirm requirements, develop the Executive Summary Project Plan, develop the MPP, develop the Data Conversion Plan, establish acceptance criteria and obtain senior management approval for these plans.

E.5.1 Step 2: Plan the Project



Step 2A – Perform Discovery

Overview: **New World** and **Customer** Project Managers will review **Customer’s** business practices, environment and workflow. Key events include:

1. In-depth review of **Customer** operations and policies to establish an understanding of **Customer’s** environment.
2. Review of contracted Requirement Documents (RDs) for Custom Software Enhancements and/or Custom Interfaces.

Key participants include:

1. New Account Sales or Customer Care Account Manager
2. **New World** Project Manager
3. **New World** Application Specialists
4. **Customer** Project Manager
5. **Customer** SMEs

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Review Customer workflow requirements as described above. 2. Document workflows and requirements reviewed. 3. Review any and all documents detailing discovery activity completed during the sales process including: <ol style="list-style-type: none"> a. Discovery Document (Demonstration Team) b. Best Process Review (Demonstration Team) c. Turnover Document 	<ol style="list-style-type: none"> 1. Coordinate with Customer participants to be available as necessary including supervisors, SMEs and others to discuss all licensed applications, modules and functions.

Product and Service Deliverables	
Products	Services
Write up of Discovery Findings	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon review of **Customer** 's operations, workflows and policies.

Step 2B - Establish Executive Relationship and Expectations

Overview: The assigned **New World** Executive Sponsor will meet with **Customer** Senior Manager(s) to establish a business relationship between **New World** and **Customer** executives. During this meeting, these key topics will be reviewed:

1. Executive overview with Executive Management and identification of **Customer** Executive Sponsor(s).
2. Review of project scope (**Agreement**, project implementation methodology) with **Customer** Senior Management.
3. Discuss initial Project Schedule and resource management policy.
4. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **Customer** Senior Management/Executive Sponsor
6. **Customer** Project Manager

This meeting is commonly referred to as the Executive Sponsor Meeting.

Responsibilities	
New World	Customer
<p>Executive Sponsor will meet with Customer senior managers to discuss topics listed above. Once complete, the Executive Sponsor (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Executive Sponsor responsibilities include:</p> <ol style="list-style-type: none"> 1. Review summary of project 2. Establish framework for future senior manager meeting agendas and schedule, roles and responsibilities of New World and Customer senior managers 3. Discuss Customer initial senior input for Project Schedule 	<ol style="list-style-type: none"> 1. Schedule appropriate senior managers participate in the meeting. 2. Reach Agreement with New World on senior management status reporting, meeting agendas and schedules. 3. Accept responsibility for prescribed expectations of Customer senior management team.

Product and Service Deliverables	
Products	Services
Implementation Overview Presentation	None

Milestones
1. Complete Executive Summary Project Plan

Formal Notifications
1. Project Deliverable Completion Notification – Complete Executive Summary Project Plan

Completion Criteria: This step shall be complete upon completion of the initial Executive Summary meeting.

Step 2C - Establish Project Methods, Acceptance Criteria and Governance

Overview: The assigned **New World** Project Manager will coordinate a series of onsite meetings with key **Customer** staff associated with project planning, development and implementation. In this series of meetings, **New World** and **Customer** will establish project methods, acceptance criteria and governance. Key topics include:

1. Review of project scope (**Agreement**, project implementation methodology) with **Customer** project management.
2. Discuss initial Project Schedule and resource management policy.
3. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. General Manager of Professional Services
2. New Account Sales or Customer Care Account Manager
3. **New World** Project Manager
4. **Customer** Project Manager
5. **Customer** project planning staff as appropriate

These meetings are commonly called the Account Management Planning meetings.

Responsibilities	
New World	Customer
<p>Project Manager will meet with Customer staff to discuss topics listed above. Once complete, the Project Manager (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Project Manager responsibilities include:</p> <ol style="list-style-type: none"> 1. Review project methodology 2. Establish framework for account management, roles and responsibilities of New World and Customer 3. Establish initial Project Management Workbook (PMW) with Customer: <ol style="list-style-type: none"> a. Roles and Responsibilities b. Communication Plan c. Risk Management Plan d. Initial issues/concerns 4. Discuss Customer initial input for Project Schedule <p>Once compiled, documents will be provided to Customer for review.</p>	<ol style="list-style-type: none"> 1. Discuss with New World and help outline a document describing the project methods, acceptance criteria and governance topics. 2. Provide written list of any specific issues found by Customer with the project documentation prepared through this process. 3. Reach Agreement with New World on adjusting documents to reflect issues identified.

Product and Service Deliverables	
Products	Services
Initial Project Management Workbook	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the initial Project Management Workbook documents to **Customer**.

Step 2D – Plan Implementation Activities

Overview: The assigned New World Project Manager will coordinate a series of internal meetings with key New World staff associated with project planning, development and implementation. In this series of meetings, New World will refine project methods, scope and requirements for functional teams who will provide project deliverables.

Key topics include:

1. Review of project scope (Customer Agreement, project implementation methodology, Discovery Review)
2. Discuss initial Project Schedule and resource assignments

Key participants include:

1. New World Executive Management
2. New Account Sales or Customer Care Account Manager
3. New World Project Manager
4. New World Functional Team Managers

Responsibilities	
New World	Customer
<p>Project Manager will meet with New World staff to review information documented during <i>Perform Discovery</i> and Customer meetings to <i>Establish Project Methods, Acceptance Criteria and Governance</i> activities.</p> <p>The New World Project Manager responsibilities include:</p> <ol style="list-style-type: none"> 1. Provide functional managers with a refined scope of project, customer's project expectations and project information. 2. Review any required or possible future changes to the contract. 3. Develop an overall implementation strategy to meet the Customers' needs by identifying: <ol style="list-style-type: none"> a. Schedule b. Resource assignment c. Work assignments d. Project workflow 4. Complete executive project requirements review 5. Complete second Internal Contract Review 	<p>None</p>

Product and Service Deliverables	
Products	Services
Draft Project Plan and Gantt Chart	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **Customer** of the draft Project Plan.

Step 2E - Draft the Project Plan

Overview: In parallel to *Establish Executive Relationship and Expectations*, the assigned **New World** and **Customer** Project Managers will review of **Customer's** business practices, environment and workflow to examine the fit into the **New World** software product. Following this assessment, **New World** and **Customer** will create the initial draft of the MPP. Key topics include:

1. High level review of **Customer** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.
2. Address go-live requirement for custom interfaces, custom software modules and/or data conversions.
3. Development of the initial draft of Project the Plan.

The initial draft of the Project Plan can be a full MPP or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of **New World** and **Customer** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **Customer** Senior Management/Executive Sponsor
6. **Customer** Project Manager
7. **Customer** SMEs

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Review Customer workflow requirements. 2. Document the workflows and requirements reviewed. 3. Distribute the documents to the appropriate members of project team. 4. Develop initial draft of MPP. 	<ol style="list-style-type: none"> 1. Identify any Customer schedule dependencies, constraints, conflicts and requirements. 2. Work with New World Project Manager on developing the initial draft of the MPP. 3. Provide written list of any specific issues found by Customer with the project documentation prepared through this process.



Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none">1. Draft the initial Project Management Workbook2. Draft the Project Plan

Milestones
<ol style="list-style-type: none">1. Draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **Customer** of the draft Project Plan.

Step 2F - Draft the Technical Services Configuration Plan

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, the Technical Services team will work with the Project Manager to coordinate and facilitate a set of conference calls with **Customer** to address the Technical Services activities required to deploy application servers and software at **Customer** location. The key objective of the conference calls is to ensure all parties understand what is required for each component the Technical Services team will deploy, infrastructure requirements for deployment and environmental factors that could affect deployment.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Technical Service Lead facilitates conference call with Customer and New World technical resources to address the initial Technical Services planning and analysis. 2. Document Customer site technical information. 3. Develop a Technical Services Plan (incorporated within the MPP) detailing the tasks required to execute the Technical Services activities for deployment (Technical System Stet-up, Mobile Messaging Installation and Field Reporting Deployment). 	<ol style="list-style-type: none"> 1. Identify any Customer schedule dependencies, constraints, conflicts and requirements. 2. Work with New World Project Manager on developing the initial draft of the Technical Services Plan.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Draft Technical Services Configuration Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed upon creation of the draft Technical Services Plan.

Step 2G - Draft the Data Conversion Plan (if purchased)

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, **New World** will provide conversion assistance to **Customer** to help convert the existing data files defined in the **Agreement**. If additional files are identified after the execution of the **Agreement**, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

Based on the **Agreement**, **Customer** and **New World** will conduct the data conversion and migration. **New World** will analyze **Customer** source data, develop and deliver a Data Conversion/Migration Plan. This conversion effort includes data coming from one unique database or source, not multiple sources. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **New World**.

A data conversion analysis and assessment to verify the scope of effort for the project will be conducted onsite at **Customer** location. **Customer** will be responsible for actual travel expenses for this trip.

The scope specification shall include identification of **Customer** files to be converted, the number of records to be converted and the number of data drops provided to **Customer**. The standard number of data drops is three (3) test and 1 (one) final production data drop.

Should **Customer** require a change in scope, a revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **Customer** may elect to cancel or proceed with the conversion effort based on the revised estimate.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Data Conversion Lead facilitates conference call with the Customer and New World participants to address the data conversion process and initial requirements. 2. Document Customer's preliminary conversion requirements. 3. Develop a Data Conversion Plan (incorporated within the MPP) detailing the tasks required to execute the data conversion activities. 4. Distribute and explain the Data File Conversion Implementation Guide. 	<ol style="list-style-type: none"> 1. Customer will provide data in standard conversion record layouts as required by New World with an accurate count of records contained in the files. 2. Appoint key contact regarding delivery and loading of conversion data. 3. As provided in the project plan for conversions, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing.

Product and Service Deliverables	
Products	Services
Data Conversion Implementation Guide	1. Draft Data Conversion Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon creation of the draft Data Conversion Plan.

Step 2H - Draft Requirements Definitions (RDs) (for additional custom software or modifications)

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, the **New World** Project Manager will coordinate a series of discussions with key **Customer** SMEs associated with requested scope changes/additions to the contracted Custom Software Enhancements and/or Custom Interfaces. Working with **Customer**, **New World** will develop the additional Requirements Definition (RDs) to support contract changes associated with the additional development activity.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> The Project Manager will meet onsite or via conference calls with Customer staff and review requirements for additional Custom Software Enhancements and/or Custom Interface development. Once the process of requirements definition gathering is complete, the Project Manager working with Customer will review the draft Requirements Definition documents and distribute them to the appropriate members of the Project Team for validation. Submit approved Requirements Definitions to New World Sales Administration team to generate a contract addendum to add the additional RDs to the scope of the project. 	<ol style="list-style-type: none"> Meet with New World Project Manager and review requirements for additional Custom Software Enhancements and/or Custom Interfaces. Review and validate the draft Requirements Definitions (RDs) as documented. Provide written list of any specific issues found by Customer with the Requirements Definitions prepared through this process.

Product and Service Deliverables	
Products	Services
Draft Requirements Definition Documents (RD's)	1.

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the draft Requirements Definition Documents.

Step 2I - Provide Functional Specification Review (if service is contracted)

Overview: The **New World** Project Manager will meet onsite with Customer and review the functional specifications for the licensed software, if service is contracted.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> The Project Manager and an appropriate number of New World Application Specialists, working with Customer, will review the functional specifications for the licensed software (typically functional specifications are attached in the Agreement from the New World Response to Customer RFP) if review services are purchased. Approve validation of the functional specifications on behalf of New World. (if applicable) 	<ol style="list-style-type: none"> Customer working with New World Project Manager and SMEs will review the functional specifications for the licensed software (typically attached in the Agreement from the New World Response to Customer RFP) if review services are purchased. Approve validation of the functional specifications on behalf of Customer. (if applicable)

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> Provide Functional Specification Review (if service is contracted)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the onsite review meeting(s) of the functional specifications.

Step 2J – Approval of Draft Project Plan (internal)

Overview: The last activity in the Plan the Project step of the implementation is internal New World management approval of the draft project plan for presentation to the Customer. Management approval is an acknowledgement of project plan variance, acceptance of the planned deployment strategy for the project and an endorsement of the proposed schedule of events for execution of the plan.

One major goal of the approval process is to acknowledge project variances during the project planning process and document a plan to address these variances before any detailed project plan is presented to the Customer.

By obtaining management approval to present a draft project plan to the Customer, New World provides project managers with acknowledgment of plan variance and the corporation’s commitment to executing the approved draft project plan.

Key participants include:

1. Senior/Executive Sponsor
2. Director of Professional Services
3. New World Project Manager

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Review Project Plan with New World management to confirm the selected project deployment strategy is in-line with stakeholder’s understanding of Customer’s needs and requirements. 2. Identify and address variances between project plan and Customer’s contract requirements. 3. Obtain New World management approval to present project plan to Customer. 	<p>None</p>

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

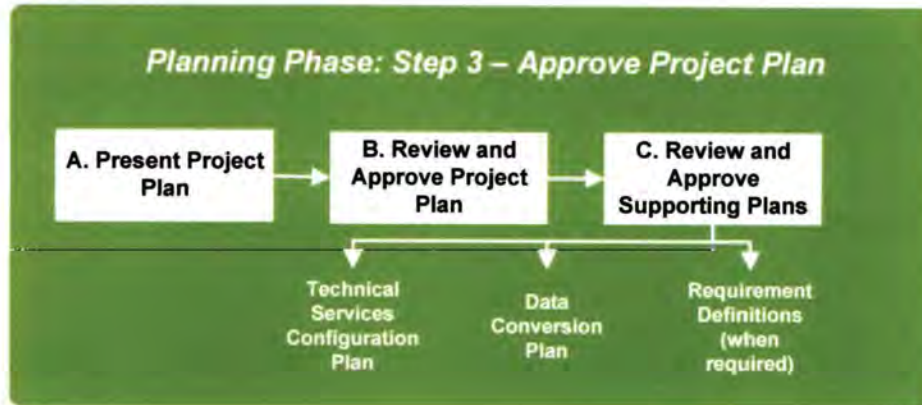


Formal Notifications

None

Completion Criteria: This step shall be complete upon New World management team’s approval of the draft project plan and a meeting date for presentation of the plan has been scheduled.

E.5.2 Step 3: Approve the Project Plan



Step 3A – Present Project Plan

Overview: The initial draft of the Project Plan can be either the MPP or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of New World and Customer resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. New World Project Manager
5. Customer Senior Management/Executive Sponsor
6. Customer Project Manager
- 7.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Review draft MPP with Customer. 2. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, GIS Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in the Customer’s live environment. 3. Distribute the documents to the appropriate members of project team. 	<ol style="list-style-type: none"> 1. Review draft MPP with New World. 2. Provide written list of any specific issues found by Customer with the project documentation prepared through this process.



Product and Service Deliverables	
Products	Services
Project Plan	1. Present draft Project Plan

Milestones
1. Present draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon the presentation of the draft Project Plan to Customer.

Step 3B – Review and Approve the Project Plan

Overview: The objective of this step is to approve the MPP based upon the planning completed in reviewing **Customer** work processes discovered during Step 2B above. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

The approved project plan can be the MPP or it can be the Project Schedule from the PMW as drafted during the *Draft Project Plan* step of the Project Implementation Methodology. At the time of approval, the plan is based on the future availability of resources, the successful completion of project tasks over time and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the plan as the project is completed.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Ensure there is a clear alignment of the MPP and the Supporting Plans (Systems Assurance Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in Customer's live environment. 2. Review resources confirmed in the project schedule. Ensure New World resources can be locked into the schedule with sufficient notification of assignment prior to deployment of service deliveries. 3. Review the draft MPP with Customer staff. 4. Approve the MPP on behalf of New World. 5. Upon mutual approval of the MPP, establish the document as the baseline for the project. If there are no deficiencies communicated, the Plan shall be deemed accepted at the expiration of the fifteen (15) days. 	<ol style="list-style-type: none"> 1. Review the draft MPP. 2. Document any specific deficiencies found with the Plan and provide to New World within fifteen (15) days of receipt. 3. Approve the MPP on behalf of Customer, by either: <ol style="list-style-type: none"> a. Signing off on the draft MPP by Customer Project Manager and Executive Manager, or b. Providing no response to New World within fifteen (15) days of receipt of the draft MPP, in which case the plan is deemed approved

Product and Service Deliverables	
Products	Services
None	2. Finalize the MPP

Milestones
1. Approve Project Plan

Formal Notifications**1. Project Deliverable Completion Notification – Approve Project Plan**

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step (Step 5) of the Project Implementation Methodology.

Completion Criteria: This step shall be complete upon conclusion of the fifteen (15) day period or **Customer's** acceptance of the plan, whichever occurs first.

Step 3C – Review and Approve Supporting Plans

Overview: The objective of this task is to approve the Supporting Plans: Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions (for additional custom software or modifications) to the implementation of the standard application solution in the Customer's live environment. 2. Review the draft supporting plans with Customer staff. 3. Approve the Supporting Plans on behalf of New World. 	<ol style="list-style-type: none"> 1. Review the draft supporting plans. 2. Document any specific deficiencies found with the Supporting Plans and provide to New World within fifteen (15) days of receipt. 3. Approve the Supporting Plans on behalf of Customer, by either: <ol style="list-style-type: none"> a. Signing off on the Supporting Plans by Customer Project Manager and Executive Manager, or b. Providing no response to New World within fifteen (15) days of receipt of the Plans, in which case the plan is deemed approved

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Finalize the Data Conversion Plan 2. Finalize the Technical Services Configuration Plan 3. Finalize Requirements Definition Documents (RDs)

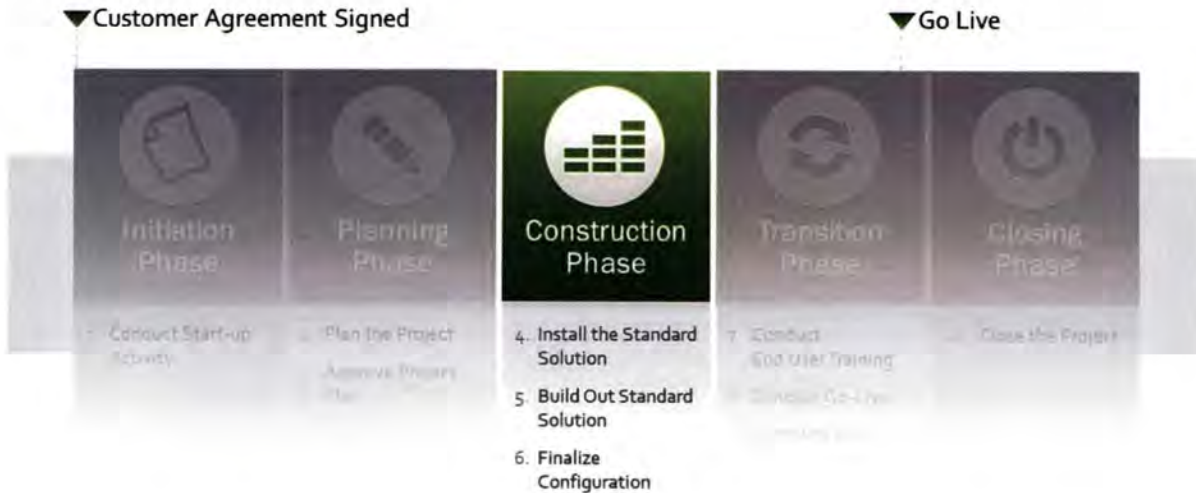
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon **Customer's** acceptance of the last of the Supporting Plan delivered, or conclusion of the fifteen (15) day period after delivery of the last Supporting Plan delivered, whichever occurs first.



E.6 Construction Phase



Purpose: Execute the Project Plan to install, setup, build, review, finalize configuration and verify system readiness for training and go-live.

Description of Phase: The Construction Phase consists of three steps.

- Step 4 – Install the Standard Solution
- Step 5 – Build Our Standard Solution
- Step 6 – Validate Configuration

During this Phase, the **New World** and **Customer** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team’s focus during this Phase is to execute the Project Plan. **Customer** and **New World** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **New World** application. Success requires commitment from **New World** and **Customer** to include necessary leadership and governance by both parties over their respective teams.

The methodology diagram indicates each step of the Construction Phase follows the previous step, but occasionally steps may occur concurrently.

Steps 5 and 6 of the Construction Phase are repeated for each Application if the project contains multiple go-live events.

E.6.1 Step 4: Install the Standard Solution

Construction Phase: Step 4 – Install the Standard Solution

Install the Standard Solution

Step 4 – Install the Standard Solution

Overview: During this step, **New World** validates and finalizes **Customer's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Technical Services Setup Plan.

New World will install the licensed standard software (including standard interfaces) and standard database on Customer supplied servers and configure the system to meet application specifications.

These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If onsite installation is required, **Customer** will be responsible for the actual travel expenses and time.

Responsibilities	
New World	Customer
<p>Configure the system as required and provide knowledge transfer to Customer System Administrator:</p> <ol style="list-style-type: none"> 1. Verify with Customer personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by Customer. 2. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, New World will make recommendations for necessary site modifications to meet minimum operating requirements for the application. 3. Review with Customer the minimum requirements for workstations as identified in Agreement, as applicable to the application. 4. Train Customer to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. 5. Review ongoing Customer management expectations of how system will be managed by Customer. 6. Identify role of New World vs. Customer post system setup. 7. Provide Customer with a Technical System Setup document that includes the following: <ol style="list-style-type: none"> a. Identification of any special space requirements b. Functional system diagram, showing a high level view of the New World standard software subsystems and their associated hardware 	<ol style="list-style-type: none"> 1. Provide Customer technology staff to assist New World with executing the Technical System Setup Plan. 2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements. 3. Review and approve the final hardware and operating system configuration with the New World project team. 4. Review New World's recommendations regarding any existing communications networks and workstations and make any modifications identified by New World to ensure compatibility with the equipment and system to be installed. 5. Ensure hardware is ordered, delivered and installed prior to scheduling New World's Technical Services visit onsite. 6. Provide information technology support staff onsite and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation. 7. Provide approval indicating completion of system set-up and administration training.

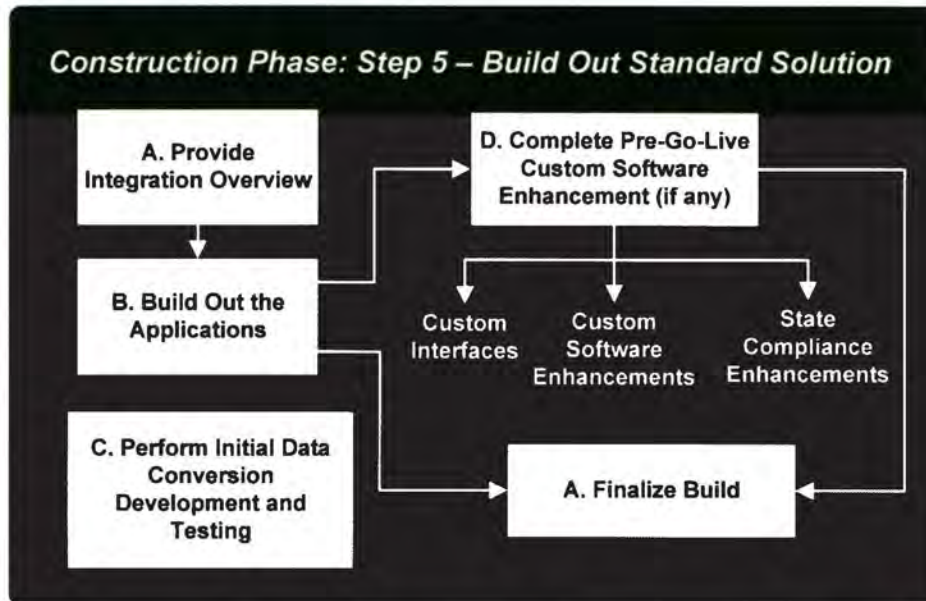


Product and Service Deliverables	
Products	Services
1. Third Party Hardware Third Party Software	1. Prepare Initial Databases 2. Setup Customer Environment(s) 3. Install Standard .NET Applications on Customer Servers (including standard interfaces) 4. Install Initial Data Bases 5. Train Customer Staff on Server Administration & Maintenance

Milestones
1. Deliver Technical Services Specification Document

Formal Notifications
1. Project Deliverable Completion Notification – Deliver Technical Services Specification Document
2. Project Deliverable Completion Notification – Deliver Third Party Hardware; Deliver Third Party Software

Completion Criteria: This step shall be complete upon the delivery of the Technical Services Specification Document.

E.6.2 Step 5: Build Out the Standard Solution


Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 5A – Provide Integration Overview

Overview: **New World** and **Customer** Build Teams will meet for one or two days to review the Logos application in its entirety to generate a solid understanding of how each of application component functions, how components are integrated and how data is managed throughout the system.

The *Provide Integration Overview* focuses on developing an end-to-end perspective across all applications for the **Customer's** Build Team on how data management and construction decisions in one area of the software can impact other areas.

Key participants include:

1. **New World** Project Manager
2. **New World** Application Specialist
3. **Customer** Project Manager
4. **Customer** Build Team Members
5. **Customer** SMEs

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> To provide appropriate Application Specialists onsite to assist with integration overview. To guide Customer through the application integration and operational specifications of the licensed components. 	<ol style="list-style-type: none"> Coordinate with Customer participants to be available as necessary. Provide and schedule necessary facilities for session. Assign, schedule and ensure attendance and participation of appropriate staff for session.

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step (Step 5) of the Project Implementation Methodology.

Completion Criteria: This step shall be complete upon delivery of the integration overview.

Step 5B- Build Out the Applications

Overview: The *Build Out of the Applications* includes reviewing the available functionality of each application and module and assisting/training **Customer** SMEs to:

1. Define **Customer** workflows
2. Build out validation sets
3. Make application configuration settings
4. Set up standard forms as required for each application and module purchased

To define **Customer** workflows, a hands-on Build Review of each application is completed in a class room with computer workstations with access to the application software. Build Reviews are facilitated by **New World** Application Specialists for each application area. **Customer** operations staff expert(s) on the application area attend the reviews to learn how to set up, configure, and maintain the software.

The Build Reviews are conducted by walking through each function within each application from the user/administrator point-of-view and examining every project construction element as it relates to a particular process. During the review, **Customer** staff makes decisions regarding the configuration elements and they set up the system accordingly on-the-spot where possible. In addition, homework is assigned to **Customer** staff to complete additional tasks outside of the Build Review sessions regarding definition of workflows and/or set up of the system configuration. The homework results are reviewed in subsequent review sessions with the full group.

The goal is at the conclusion of each application's Build Review; the application is properly configured with all related system variables fully defined and set-up.

The Build Reviews include:

1. Reviewing the various **Customer** work processes and the functional relationship to the software.
2. Review of any applicable Requirements Definition documentation for Custom Enhancements and/or Interfaces regarding impacts on **Customer** workflows.
3. Identification and documentation of any desired configuration modifications to the standard software solution (not previously contracted).
4. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
5. Identification of any Municipality-specific reports (management reports, public inquiries, etc.).

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Provide access to up-to-date user manuals for workshop participants. 2. New World's Project Manager and Application Specialist(s) will act as facilitators to lead the walk through of the New World standard software solution with Customer staff and train Customer Staff on how to configure and set up each Application. 3. The New World Project Manager will assist Customer Project Manager to prepare the Customer team for the Build Reviews 4. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 5. The New World Application Specialist will present the configured applications facilitate an interactive exchange with Customer and to review the configured applications with Customer. 6. A New World Executive Manager may participate in the Build Reviews, as well as in a project review meeting with Customer's senior staff. 7. The New World Project Manager will work with Customer Project Manager to finalize the content of the User Training Plans as part of the Build Reviews. 	<ol style="list-style-type: none"> 1. Customer Project Manager is responsible for preparing Customer team for the Build Reviews, ensuring all necessary Customer team members attend the reviews, configure the system and complete homework assignments. 2. Customer is responsible to make decisions regarding configuration and set up and to apply those decisions to the configuration and set up of the application software. 3. Once initial Build Out is complete for each application area, Customer team leaders and SMEs will walk the review group through Customer workflow and policy set up in the configured New World applications. 4. During the walk through, Customer will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 5. Customer is responsible for ensuring the implementation of any workflow changes prior to rollout and training to its end-user community. 6. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement. 7. Customer Project Manager will work with New World Project Manager to finalize the content of the User Training Plans as part of the Build Reviews. 8. Presentation of the final configuration and set up to Customer staff: "Here's how the system has been constructed."

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Train and Assist Customer to Build Out Each Application Purchased (Configuration and Setup) 2. Train Customer Staff on Application System Administration

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon the conclusion of the build out activity.

Step 5C - Perform Initial Data Conversion Development and Testing

Overview: In parallel *Build Out of the Applications*, **New World** and **Customer** will perform the initial data conversion development, mapping and testing to convert the existing data files defined in the **Agreement**. If additional files are identified after execution of the **Agreement**, estimates will be provided to the Customer prior to **New World** beginning work on those newly identified files.

Based on the Data Conversion Plan, **Customer** and **New World** will conduct the initial data conversion tasks. Note, no data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **Customer** prior to providing the data to **New World**.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Program the data conversion tools per the Data Conversion Plan. 2. Test the data conversion tools to validate they correctly follow the mappings. 3. Provide converted test data files to Customer for testing. 	<ol style="list-style-type: none"> 1. Cleanse the data to be converted as required prior to providing to New World. 2. Map the data fields for the files to be converted so they align to the New World data base fields. 3. Provide New World with the data files to be converted by extracting live data from the legacy system and submitting to New World. 4. Assist New World in analyzing the source data extracted as requested. 5. Correct any data issues in the source identified by New World when necessary. 6. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 7. Identify any concerns within fifteen (15) days of receiving the data conversion test files. Should Customer not identify concerns within the fifteen (15) day period, the data conversion shall be deemed ready for go-live.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Provide initial data conversion development, mapping, testing



Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed at the conclusion of the first delivery of test data conversion files. *(There are three (3) test and one (1) final production data conversion “drops” in the Agreement, so this task would be completed in a standard Agreement upon delivery of the 2nd test drop).*

Step 5D - Complete Pre-Go-Live Custom Software Enhancements (if any)

Overview: During this step, working with **Customer**, **New World** will complete development and installation of any Custom Software Enhancements, Custom Interfaces and/or State Compliance Enhancements in **Customer** environment required for go-live. The results of this step are a completed system ready for go-live.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Complete development tasks for Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 2. Working with Customer, implement the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements as required for go-live. 	<ol style="list-style-type: none"> 1. Provide liaison to participating Customer agency staff and third party vendors as required supporting installation and test of interfaces to third party systems. 2. Test the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 3. Notify New World within 15 days of installation of Custom Software of any issues discovered during test.

Product and Service Deliverables	
Products	Services
<ol style="list-style-type: none"> 1. Licensed Custom Software (Pre-Go-Live) <ul style="list-style-type: none"> - Custom Interfaces - Custom Software Enhancements 	<ol style="list-style-type: none"> 1. Install any remaining go-live Contract Deliverables (Custom Interfaces, Custom Enhancements)

Milestones
None

Formal Notifications
<ol style="list-style-type: none"> 1. Project Deliverable Completion Notification – Deliver Licensed Custom Software Enhancements and Licensed Custom Interfaces

Completion Criteria: This step shall be complete upon the expiration of the fifteen (15) day testing period or **Customer's** acceptance of the interfaces, whichever occurs first.

Step 5E – Finalize Build

Overview: The *Finalize Build* includes a review of overall application functionality, the integration of the system to additional modules, interface operations and data capture processes. During Finalize Build, Customer staff confirms decisions previously made regarding the configuration elements they set up the during the build process.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. New World's Project Manager and Application Specialist(s) will act as facilitators during the Finalize Build process. 2. The New World Project Manager will assist the Customer Project Manager to prepare the Customer team for the Finalize Build activity. 3. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 4. The New World Application Specialist will present the configured applications and facilitate an interactive exchange with the Customer and to review the configured applications with the Customer. 	<ol style="list-style-type: none"> 1. Once initial Build Out is complete for each application area, Customer team leaders and SMEs will walk the review group through the Customer workflow and policy set up in the configured New World applications. 2. During the walk through, Customer will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 3. Customer is responsible for ensuring the implementation of any workflow changes prior to executing the parallel test and functional test.

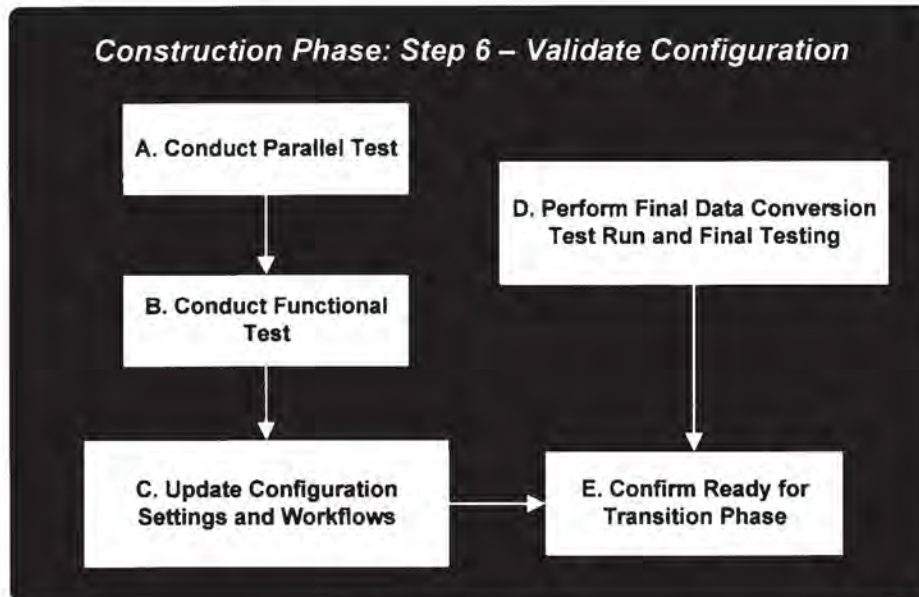
Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Assist Customer to Finalize the Build of Each Application Licensed (Configuration and Setup)

Milestones
<ol style="list-style-type: none"> 1. Complete Build Out of the Configuration for Functional Test

Formal Notifications
<ol style="list-style-type: none"> 1. Project Deliverable Completion Notification -Complete Build Out of the Configuration for Functional Test

Completion Criteria: This step shall be complete upon notification from **New World** the standard solution build is ready for functional test.

E.6.3 Step 6: Validate Configuration



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 6A – Conduct Parallel Test

Overview: The parallel test is the process used to validate the overall function of the **New World** software using **Customer’s** production data. During the test, the Customer will utilize their current production system and the **New World** software in simultaneously for data entry and production activities. The results between the two systems will be compared to confirm that both systems operate as expected and the results of the data import and management processes are equal. The parallel test uses production data to insure **New World** software will be able to function with the data available and the input processes used to populate the data in the **New World** software.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. New World's Application Specialist(s) will act as facilitators during the parallel test and will assist Customer to: <ol style="list-style-type: none"> a. Review the process used for data capture to emulate this process on both systems b. Review all calculations and required data management processes on both systems c. Generate required reports from both systems and review reports for accuracy and data discrepancies d. Review journal entries on both systems and confirm data accuracy e. Review any other printed documents generated from both systems and confirm data accuracy 2. The New World Project Manager will assist the Customer Project Manager to prepare for the Parallel Test by confirming the following (As applicable): <ol style="list-style-type: none"> a. The previous data set as required for the test is available in the New World system b. The required Customer SMEs have the appropriate availability to participate in the parallel test c. The appropriate work location with client availability to work with the New World software and the production system 	<ol style="list-style-type: none"> 1. The Customer Project Manager is responsible for preparing the Customer team for the parallel test, ensuring all necessary Customer team members attend the events, participate in the process and complete assignments associated with the successful conclusion of the parallel test. 2. The Customer must provide access to current production system for data comparison activity required by the parallel test. 3. Customer is responsible for identifying data discrepancies and making decisions required to resolve the discrepancies. 4. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement.

Product and Service Deliverables	
Products	Services
None	1. Conduct Parallel Test with Customer

Milestones
None

Formal Notifications
None

Completion Criteria: The parallel test shall be completed upon validation that input, process and output between the **New World** software and the **Customer's** current system are accurate with all discrepancies resolved.

Step 6B – Conduct Functional Test

Overview: The functional test is a determination if the software solution is ready for user training and go-live. It can be performed by Customer, or if functional test services are contracted from **New World**, the functional test can be performed jointly by **New World** and Customer. The functional test is intended to validate the licensed software satisfies the functional specifications included in the **Agreement** and/or RFP response from **New World**. If no functional specifications were provided in the **Agreement** or RFP response, then the functional test is simply a final review of readiness to begin User Training.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. If Customer has purchased Functional Test Services, then: <ol style="list-style-type: none"> a. To provide appropriate Application Specialists onsite to assist with functional test b. To guide Customer through the functional specifications one at a time, and demonstrate/verify the specification is satisfied by the software c. To assist Customer to record the results of each functional test d. To assist Customer to tally the test results e. To confirm pass/fail of the functional test per the test criteria (if contracted) 2. If Customer has not purchased Functional Test Services from New World then New World will provide Customer the Functional Test Checklist. 	<ol style="list-style-type: none"> 1. If Customer has purchased Functional Test Service, then: <ol style="list-style-type: none"> a. To walk through functional specifications one at a time to witness, observe and verify the specification is satisfied by the software b. To assist New World to record the results of each functional test c. To assist New World to tally the test results 2. If Customer has not purchased Functional Test Services, then Customer shall: <ol style="list-style-type: none"> a. Verify the software meets the specifications defined in the Functional Test Checklist for licensed software a. Document concerns identified during the review of the Functional Test Checklist using the standard notification process provided by New World

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Conduct Functional Test with Customer (if service contracted)

Milestones
None

Formal Notifications
None

Completion Criteria: If Functional Test Services were purchased, this step shall be complete upon delivery of the functional test results to Customer. If no Functional Test Services were purchased, this step shall be complete when the Functional Test Checklist is completed.

Step 6C – Update Configuration Settings and Workflows

Overview: During this step, **Customer** updates the Workflows, Validation Sets, Configuration Settings and Standard Forms based on the results of the functional test.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Review results of functional test with Customer. 2. Provide guidance to Customer to changes to the software based on the results of the functional test. 	<ol style="list-style-type: none"> 1. Apply configuration or other changes as determined by the functional test results.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Assist Customer to Conduct Final System Configuration Review 2. Assist Customer to Make Final Workflow, Configuration and Setup Adjustments

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon commencement of User Training.

Step 6D – Perform Final Data Conversion Test Run and Final Testing

Overview: In parallel to *Update Configuration Settings and Workflows*, **New World** and **Customer** will perform the final data conversion test run and testing of the converted data files defined in the **Agreement**.

Responsibilities	
New World	Customer
1. Provide final converted test data files to Customer for testing.	1. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 2. Identify any concerns within fifteen (15) days of receiving the data conversion test files. Should Customer not identify concerns within the fifteen (15) day period, the data conversion shall be deemed ready for go-live.

Product and Service Deliverables	
Products	Services
None	1. Provide final data conversion for testing

Milestones
None

Formal Notifications
1. Notification of Data Conversion Pre-Go-Live Approval

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Pre-Go-Live Approval to **New World** or within fifteen (15) days of receiving the final data conversion test files, whichever comes first.

Step 6E – Confirm Ready for Transition Phase

Overview: Review the overall project status to ensure all requirements for the go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. New World Project Manager will review the Project Management Workbook with the Customer to ensure all applicable issues and action items were addressed. 2. New World will assist Customer to prepare the go-live Checklist. 3. Develop Conversion Cutover Plan (as part of the Go-Live Plan). 4. Final verification New World resources are scheduled to conduct Customer go-live activities. 5. Review Training Plans with Customer. 	<ol style="list-style-type: none"> 1. Working with New World, review the Project Management Workbook to ensure all applicable issues and action items have been addressed to move forward with training and transition to the live environment. 2. Ensure its team is fully committed to the go-live event and the proper governance and leadership is in place to guide the Customer through a successful go-live event. 3. Assist New World to prepare the Go-Live Checklist. 4. Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events. 5. Ensure requirements for training sessions have been met and attendees have been notified of their required participation. 6. Working with New World, review the Training Plans to ensure training will meet the needs of the user base.

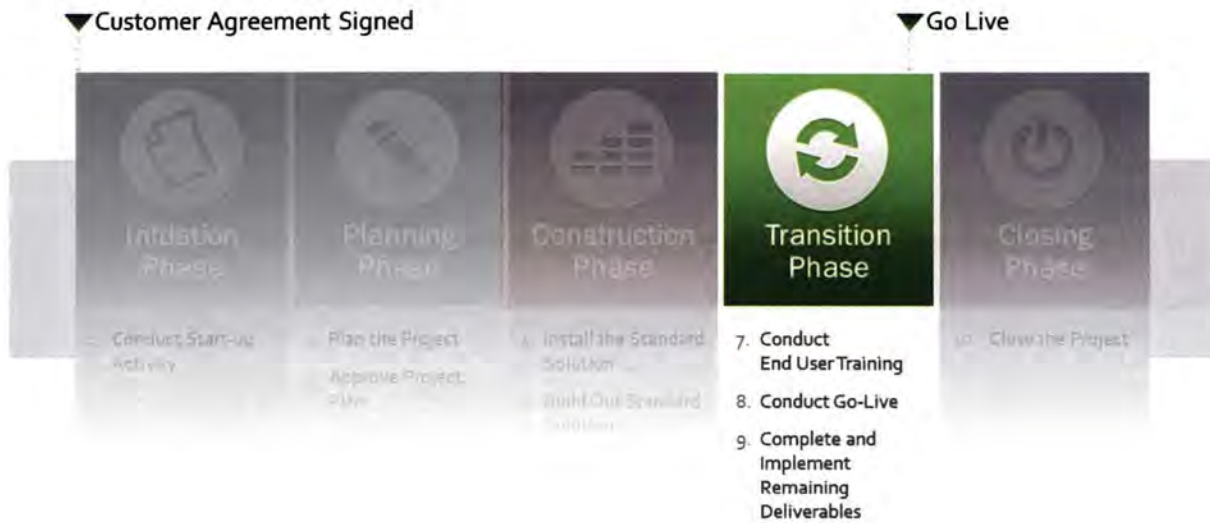
Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Confirm Go-Live Plan 2. Confirm Training Plans

Milestones
<ol style="list-style-type: none"> 1. Approve Final Configuration for Training and Go-Live

Formal Notifications
<ol style="list-style-type: none"> 1. Project Deliverable Completion Notification - Approve Final Configuration for Training and Go-Live

Completion Criteria: This step shall be complete upon delivery to **Customer** of completed Pre-Go-Live Readiness Checklist.

E.7 Transition Phase



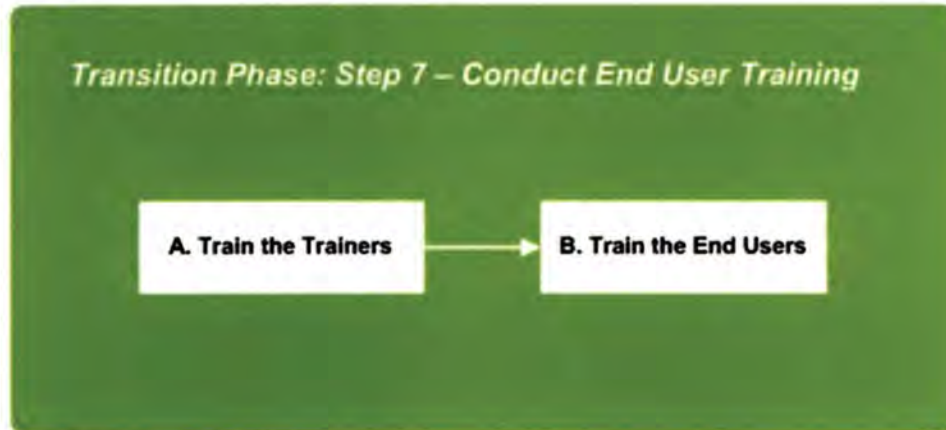
Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities, finalize **Customer** application customizations and optimize implementation (if appropriate).

Description of Phase: The Transition Phase consists of three steps.

- Step 7 - Conduct End User Training
- Step 8 - Conduct Go-Live
- Step 9 - Complete and Implement Remaining Contract Deliverables

During this Phase, **New World** and **Customer** project teams train users, cut over from legacy systems and complete post go-live requirements.

The Transition Phase is repeated for each Application if the project contains multiple go-live events.

E.7.1 Step 7: Conduct End User Training


Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

7A – Train the Trainers

Overview: New World’s Application Specialist(s) provide user training to **Customer** staff.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. The New World Project Manager will assist Customer Project Manager to prepare the Customer team for Train-the Trainer Training. 2. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course. 3. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with Customer staff to: <ol style="list-style-type: none"> a. Understand the functional use of the application b. Establish that attendees have the knowledge to successfully train others c. Develop training techniques and lesson plans to successfully train end users d. Resolve common training problems to minimize disruption and delays during the end user training process 4. Monitor training course attendance and ensure all appropriate users receive training. 5. Identify in writing any issues regarding training delivery. 6. Provide a recap of the training activities related to each application. 	<ol style="list-style-type: none"> 1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach is used, select Customer trainers and receive the Train-the-Trainer training from New World. 5. If a Train-the-Trainer approach is used, Customer must provide end user training. 6. Monitor training course attendance and ensure all appropriate users receive training. 7. Identify in writing any issues regarding training delivery.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Provide Training for Customer Trainers 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of the training session(s).

Step 7B – Train the End Users (if applicable)

Overview: New World’s Application Specialist(s) provide user training to **Customer** staff.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. None, unless Customer has purchased End User Training Services from New World. 2. If Customer has purchased End User Training Service, then: <ol style="list-style-type: none"> a. The New World Project Manager will assist Customer Project Manager to prepare the Customer team for the End User Training b. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course c. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with Customer staff to understand the functional use of the application d. Monitor training course attendance and ensure all appropriate users receive training. e. Identify in writing any issues regarding training delivery f. Provide a recap of the training activities related to each application 	<ol style="list-style-type: none"> 1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach has been selected and Customer is providing End User Training, Customer must do the following: <ol style="list-style-type: none"> a. Train all users. b. Monitor training course attendance and ensure all appropriate users receive training. c. Identify in writing any issues regarding training delivery. d. Provide New World with a recap of the training activities related to each application

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Provide Training for Customer End Users (if purchased) 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
<ol style="list-style-type: none"> 1. Complete Pre-Go-Live User Training

Formal Notifications

1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of all **New World** delivered End User Training session(s).

E.7.2 Step 8: Conduct Go-Live



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 8A - Execute Go-Live Preparation

Overview: During and immediately after User Training, **New World** and **Customer** work together to prepare for go-live as documented in the PMW.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Working with Customer, execute the Pre-Go-Live Checklist. 2. In preparation for go-live, New World will assist Customer to verify the operational readiness of the production environment. This activity may be managed by the Project Manager. The key areas to be reviewed (when applicable) and the New World team members that will assist in the review are: <ol style="list-style-type: none"> a. Infrastructure and related operational environment (Technical Services) b. Application configuration, compliance adherence and custom software modifications (Application Specialists) c. Standard and custom interfaces (Interface team/Application Specialists) d. Data conversion (Data Conversion team) 3. New World assists Customer in preparing production server for go-live: <ol style="list-style-type: none"> a. Set counters b. Other maintenance tasks 4. Provide final updates, when applicable, to the following: <ol style="list-style-type: none"> a. Standard software b. Custom software c. Hardware d. Interfaces e. State reporting f. Data conversion 5. In preparation for go-live New World will coordinate an internal Pre-Live Leadership Meeting with resources assign to provide go-live services for Customer. 	<ol style="list-style-type: none"> 1. Verify the operational readiness of the production environment (New World will assist). 2. Prepare production server for go-live (New World will assist): <ol style="list-style-type: none"> a. Set counters b. Other maintenance tasks 3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.

Product and Service Deliverables	
Products	Services
None	1. Assist Customer to Execute Go-Live Preparations

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete on the day **Customer** cuts over to live production use of the software

Step 8B - Perform Go-Live Data Conversion

Overview: In parallel to *Execute Go-Live Preparation*, **New World** and Customer will perform the go-live data conversion.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> Execute the go-live data conversion per the Data Conversion Plan. (Typically this process involves moving tested data conversion from Test Environment into Production Environment.) 	<ol style="list-style-type: none"> Assist New World as requested in executing the go-live data conversion plan. When provided with the go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. Identify any concerns as soon as possible, but no later than fifteen (15) of New World applying the go-live data conversion files to the Production environment. Should Customer not identify concerns within fifteen (15) days, the go-live data conversion shall be deemed accepted.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> Execute Data Conversion

Milestones
None

Formal Notifications
<ol style="list-style-type: none"> Notification of Data Conversion Go-Live Approval

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Pre-Go-Live Approval to **New World** or within fifteen (15) days of applying the go-live data conversion files to **Customer** Production environment, whichever comes first.

Step 8C - Go-Live

Overview: With assistance from **New World**, **Customer** goes live on all applications, modules and interfaces identified in the **Agreement** and as documented in the PMW.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> Execute the Go-Live Checklist. New World conducts Customer turnover to Customer Support. New World receives clearance for onsite to depart Customer site. 	<ol style="list-style-type: none"> Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period. Place the software into production and begin operational use in consultation with New World and in accordance with the PMW. Provide a detailed list of questions and issues that require explanation or resolution by New World at the end of each day during go-live period.

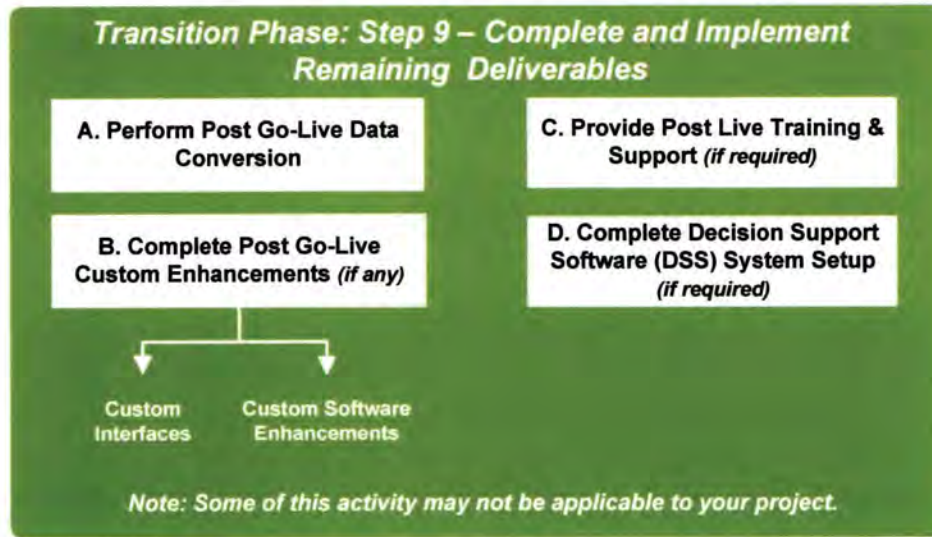
Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> Support Customer During Go-Live Period

Milestones
<ol style="list-style-type: none"> Go-Live

Formal Notifications
<ol style="list-style-type: none"> Project Deliverable Completion Notification – Go-Live

Completion Criteria: This step shall be complete on the day the **New World** go-live team leaves **Customer** site.

E.7.3 Step 9: Complete and Implement Remaining Contract Deliverables



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 9A - Perform Post Go-Live Data Conversion

Overview: **New World** and Customer will perform the post-go-live (and final) data conversion.

Responsibilities	
New World	Customer
1. Execute the post-go-live data conversion per the Data Conversion Plan.	1. Assist New World as requested in executing the Post Go-Live Conversion Plan. 2. When provided with the post go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) days after New World applying the post go-live data conversion files to the production environment. Should Customer not identify concerns within fifteen (15) days, the final data conversion shall be deemed accepted.

Product and Service Deliverables	
Products	Services
None	1. Install any Post Go-Live Contract Deliverables (Data Conversion)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete when **Customer** provides Data Conversion Post Go-Live Approval to **New World** or within fifteen (15) days of applying the post go-live data conversion files to **Customer** Production environment, whichever comes first.

Step 9B - Complete Post Go-Live Custom Enhancements (if any)

Overview: **New World** will provide **Customer** remaining contracted Custom Software Enhancements and/or Custom Interfaces and Installation Services per the **Agreement**.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Complete development and deliver Custom Software Enhancements and Custom Interfaces to Customer. 2. Assist Customer to implement Custom Software Enhancements and/or Custom Interfaces as appropriate. 3. Provide training for Custom Software Enhancements and/or Custom Interfaces as appropriate. 4. Perform Final Acceptance Testing Services working with Customer. (if applicable) 	<ol style="list-style-type: none"> 1. Provide resources and work with New World to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting. 2. Coordinate access to third parties as requested by New World to install and test the interfaces. 3. Test the Custom Software Enhancements and Custom Interfaces. 4. Provide timely approval (within 15 days of delivery) of each Custom Software Enhancement and/or Custom Interface as meeting the requirements of each appropriate Requirements Definition Document. 5. Perform Final Acceptance Testing working with New World. (if applicable)

Product and Service Deliverables	
Products	Services
<ol style="list-style-type: none"> 1. Licensed Custom Software (post go-live) <ul style="list-style-type: none"> - Custom Interfaces - Custom Software Enhancements 	<ol style="list-style-type: none"> 1. Install any post go-live contract deliverables (Custom Interfaces, Custom Enhancements) 2. Provide Customer with assistance for Final Acceptance Testing (if service contracted)

Milestones
<ol style="list-style-type: none"> 1. Complete Development and Implementation of Remaining Deliverables

Formal Notifications
<ol style="list-style-type: none"> 1. Project Deliverable Completion Notification – Complete Development and Implementation of Remaining Deliverables 2. Project Deliverable Completion Notification - <ul style="list-style-type: none"> - Deliver Remaining Licensed Standard Software - Deliver Remaining Licensed Custom Software Enhancements - Deliver Remaining Licensed Custom Interfaces

Completion Criteria: This step shall be complete when **Customer** provides approval to **New World** for each of the custom contract deliverables or within fifteen (15) days of delivery, whichever comes first.

Step 9C – Provide Post Live Training and Support (if required)

Overview: If required and planned in the MPP, **New World** will provide **Customer** with Training and Support Services post go-live to ensure successful transition from **Customer** previous systems to the **New World** software.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Provide remotely or onsite Training as specified in the MPP 2. Provide additional support services remotely or onsite as specified in the Project Plan (MPP including reviewing: <ol style="list-style-type: none"> a. Infrastructure and related operational environment b. Application configuration, compliance adherence and custom software modifications c. Standard and Custom Interfaces d. Data conversion e. Release pathing/open item review 	<ol style="list-style-type: none"> 1. Customer staff to attend training as specified in the MPP

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Post Go-Live Training and Support Services

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the Post-Live Training and Support for **Customer** Staff.

Step 9D - Complete Decision Support Software Setup and Training (if required)

Overview: If licensed, **New World** will provide **Customer** with implementation DSS modules and provide purchased training services.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> 1. Facilitate one or more consultative session(s) (onsite) with executive staff to discuss data needs and information requirements for decision making. 2. Lead solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). 3. Configure and train on DSS software. 4. Provide training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features. 5. Build Customer specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. 	<ol style="list-style-type: none"> 1. Ensure appropriate managerial level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making. 2. Ensure infrastructure is in place to support DSS implementation (generally setup in Step 4 of Construction phase). 3. Approve agreed upon requirements of reporting cubes and dashboards. 4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 5. Provide and schedule necessary facilities for training sessions. 6. Ensure training facilities are set up and configured with all requisite hardware/software. 7. Monitor training course attendance and ensure all appropriate users receive training. 8. Identify any issues in writing.

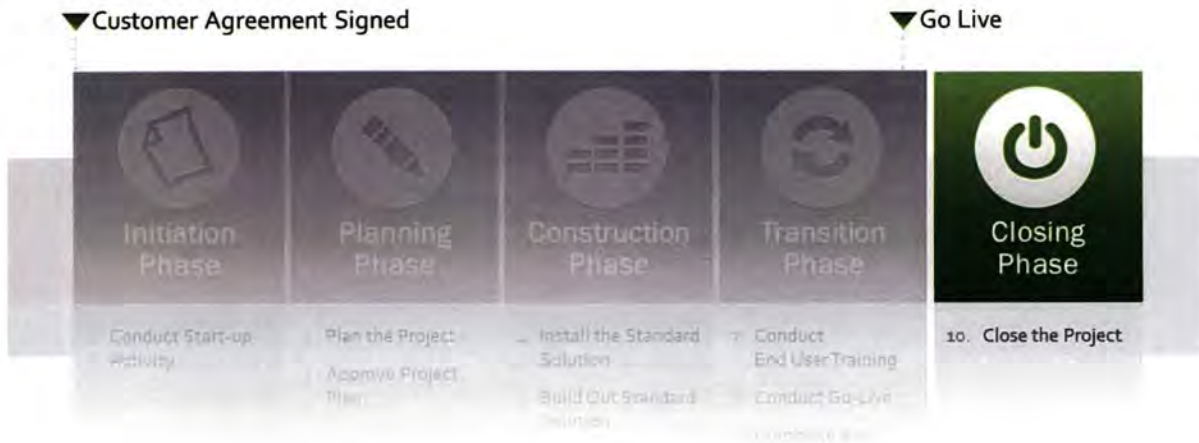
Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> 1. Install Post Go-Live Contract Deliverables Decision Support Software <ol style="list-style-type: none"> a. Customer Specific Reporting Cubes and Dashboards b. Installation services of Customer specific Reporting Cube(s) and Dashboard(s). c. Training services for Customer staff

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the DSS Training Services for **Customer** Staff.

E.8 Closing Phase

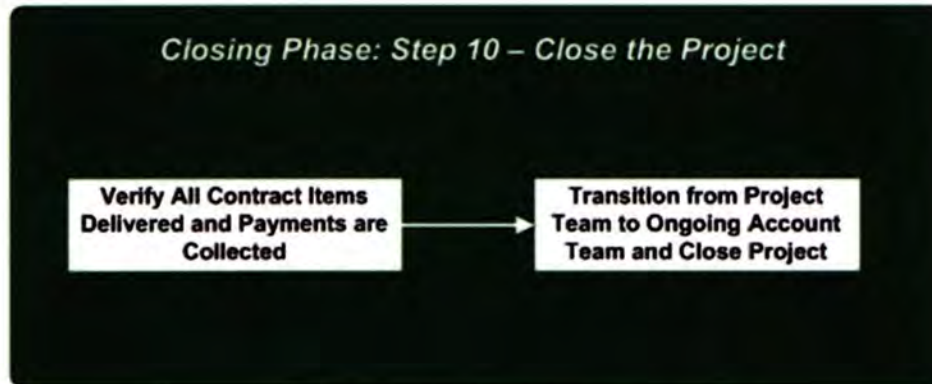


Purpose: Review the project, approve closure, disengage project management and transition Customer to the Account Management Team.

Description of Phase: The Closing Phase consists of one step.

- Step 10 – Close the Project

During this Phase, the **New World** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and **Customer**.

E.8.1 Step 10: Close the Project

Step 10A – Verify All Contract Items Delivered and Payments are Collected

Overview: New World and Customer will review the **Agreement** and Project Plan to confirm all deliverables and services have been deployed per the terms of the **Agreement**. The Project Manager will confirm all payments have been collected related to contact terms and conditions.

Responsibilities	
New World	Customer
1. The Project Manager will review final project status with Customer to ensure all product and services contract deliverables contracted in the Agreement are delivered, billed and all invoices have been paid.	1. Complete any remaining payments from the Agreement .

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **Customer**.

Step 10B – Transition from Project Team to Account Team and Close Project

Overview: **New World** Project Manager will schedule a formal turnover with **Customer** to the **New World** Account Management Team. The **New World** Account Management team includes the Executive Sponsor, Customer Support and Customer Care. The managers of Customer Care and Customer Support will introduce their organization structure and review the services each team provides.

Project Closure will be formally communicated to **Customer**, ensuring **Customer** and the **New World** Customer Support team members are aware the deployment of the **New World** software and services has been completed.

From this point forward, **Customer** and **New World** shall operate in a support relationship as provided for in the Software Support Maintenance **Agreement** (Exhibit C) of the **Agreement**.

Responsibilities	
New World	Customer
<ol style="list-style-type: none"> The New World Project Manager will coordinate a meeting, either via teleconference or onsite, to review the project status and transition ongoing communications with Customer to the assigned Account Team. Prepare the Project Closure Letter. Managers of New World Customer Support participate in the meeting with Customer. The Project Manager will deliver the Project Closure Letter to Customer. 	<ol style="list-style-type: none"> Provide appropriate personnel for the Customer Support turnover meeting. Provide a location with a conference phone for the support turnover meeting.

Product and Service Deliverables	
Products	Services
None	<ol style="list-style-type: none"> Close Out the Project

Milestones
<ol style="list-style-type: none"> Project Complete

Formal Notifications
<ol style="list-style-type: none"> Project Deliverable Completion Notification – Close Project

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **Customer**.

F. APPENDIX A: CONTRACT PRICING

Placeholder for Pricing



Total Cost Summary
ALACHUA COUNTY, FLORIDA
September 16, 2014

New World Software and Services		
A. Application Software		\$402,700
1) Licensed Standard Software	\$575,000	
2) Demonstration Site Discount	(172,300)	
B. Implementation Services		347,300
1) Project Management		
2) Prime Contractor		
3) Installation and Training		
4) Consulting Services		
5) Interface Installation Service Fee		
6) Windows Operating System Assurance and Software Installation		
7) Data File Conversion (Estimate)		
8) Custom Software Interfaces / Modifications		
TOTAL ONE TIME COST		<u>\$750,000</u>

Maintenance		
C. 1) Standard Software Maintenance Agreement (SSMA) (Annual Cost):		
	1-Year Warranty from Date of Delivery	No Charge
	Year 1 SSMA	\$50,000
	Year 2 SSMA	95,000
	Year 3 SSMA	95,000
	Year 4 SSMA	95,000
	Year 5 SSMA	95,000

New World's cost is based on all of the proposed products and services being obtained from New World. Should significant portions of the products or services be deleted, New World reserves the right to adjust its prices accordingly.

Travel and Living expenses are not included in the Total One Time Cost above. New World estimates there to be 30 trips at \$1,500/trip (may include airfare, hotel, per diem, car rental, gas), or \$45,000. All Travel and Living expenses will be billed on a weekly basis, but only as incurred.

ALACHUA COUNTY, FLORIDA

Proposal Summary

September 16, 2014

A. LOGOS.NET STANDARD APPLICATION SOFTWARE ^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT
FINANCIAL MANAGEMENT		
1.	Logos.NET Financial Management Base Suite	\$70,000
	- General Ledger	
	- Budget Management	
	- Annual Budget Preparation	
	- Accounts Payable	
	- Revenue/Cash Receipting	
2.	Logos.NET Additional Financial Management Software	
	- Asset Management	9,000
	- Grant Management	9,000
	- Project Accounting	9,000
	- Misc. Billing & Receivables	9,000
	- Government (GASB) Reporting	21,000
	- Bank Reconciliation	7,000
	- Third Party Document Imaging Interface	9,000
3.	Expanded Revenue Collections	
	- 3rd Party Receivables Interface (Batch)	9,000
4.	Logos.NET Procurement Management Suite	
	- Purchasing Base	21,000
	- Requisition Processing	9,000
	- Bid & Quote Management	9,000
	- Contract Accounting	9,000
	- Inventory Management	21,000
SUB-TOTAL FINANCIAL MANAGEMENT MODULES		\$221,000
PAYROLL & HUMAN RESOURCES SUITE		
5.	Logos.NET Human Resources Management Base Suite	\$52,000
	- Payroll Processing	
	- Personnel Management	
	- Position Control	
6.	Logos.NET Human Resources	
	- Employee Event Tracking	12,000
	- Personnel Action Processing	12,000
7.	Logos.NET Benefits Management	
	- Benefits Administration	10,000
	- Leave Management	15,000
8.	Logos.NET Additional Payroll & HR Modules	
	- Position Budgeting	12,000
	- Time & Attendance Interface ⁴	12,000
	- Benefit Tracking (Non-Employee)	12,000
	- Third Party Document Imaging Interface	9,000
	- Third Party Applicant Interface (supports NEOGOV and AppliTrack)	9,000
SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES		\$155,000

eSUITE	
9. eSuite Base Software	\$21,000
10. eFinance	
- eSupplier	10,000
- eBid	10,000
- ePayments	10,000
11. eHR	
- eEmployee	30,000
- eBenefits Administration	15,000

SUB-TOTAL eSUITE SOFTWARE MODULES	\$96,000
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DECISION SUPPORT SOFTWARE

12. Decision Support Base Datamart⁵	\$21,000
13. Finance Analytics	
- Includes 10+ users	26,000
14. Dashboards for Financial Management	15,000
15. Human Resource/Payroll Analytics	
- Includes 10+ users	26,000
16. Dashboards for Human Resources	15,000

SUB-TOTAL DECISION SUPPORT SOFTWARE MODULES	\$103,000
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AUTHORIZED USERS

17. Site License for up to 200 Authorized Users⁶	Included
NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$75,000
LESS DEMONSTRATION SITE DISCOUNT	(172,300)

TOTAL SOFTWARE LICENSE FEE^{7,8}	\$402,700
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Note: A Site License is included for this solution. This Site License entitles Alachua County to 200 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within Alachua County.

B. IMPLEMENTATION SERVICES ¹		
ITEM	DESCRIPTION	INVESTMENT
IMPLEMENTATION		
1.	Project Management Services as required: - Project Management - Overall consultation and communication - Monthly status reports and project updates throughout the duration of the project - Implementation Plan Covers period of 18 months from Agreement Execution	\$85,000
2.	Prime Contractor Services: - Sole Point of Contact - Coordination of Subcontractors - Overall Project System Integration Services - Perform Contract Management and Administration - Scheduling of Subcontractors	6,000
3.	Up to 100 days of Implementation and Training Services are included for: - Software Tailoring and Set Up - User Education and Training - Other Technical Support - Travel Time Included <i>* Assumes train-the-trainer approach</i>	120,000
4.	Consulting Services of up to 20 days for any of the following services: - CPA Resource Consulting - Chart of Accounts - Configuration Documentation - Process Changes Documentation - Training Material Customization - Mid-Construction Review - System Configuration Assurance <i>(takes place between functional review and finalize configuration trips)</i> - Acceptance Test Development Assistance - Business Analytics, Report Construction Assistance	24,000
5.	Interface Installation Service Fees: - Payment Processing Interface: includes 1 Positive Pay and 1 ACH/Direct Deposit Transmittal Export, and 1 Payment (Check/EFT) Reconciliation Transmittal Import - Third Party Document Imaging Interface - Third Party Receivables (Batch) - Time and Attendance Interface - Third Party Applicant Interface <u>GovMax Budget Interface:</u> - Journal Export - Budget Import	27,300 5,200 5,400 6,800 4,800 1,700 1,700 1,700
6.	Windows 2008/Operating System Assurance and Software Installation: - Install and configure application servers - Consult on connectivity to new or existing Windows environment - Verify operating system and SQL configuration - Verify workstation configuration	10,000
7.	DATA FILE CONVERSIONS - Pricing Estimates (Up to 5 files from the following possible sources are included)	75,000
	Financial - Vendor Information (includes PO and AP) - Asset Management (Fixed Assets) - General Ledger/Budget History - Misc Billing Customer and Invoice History	21,000 5,000 11,000 16,000
	Payroll - Employee, Detailed Earnings History, Position Master	22,000
	<i>New World will be happy to discuss the conversion of any additional data files which Customer may wish to convert. If required, travel and expenses are billed at actual cost.</i>	

8. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES (Estimate)¹⁴

FMLA Hours Capture: Add ability to update FMLA leave taken hours as a results of payroll time entry. (SCR: 511158) System will be modified to update the FMLA taken hours from payroll time entry. FMLA hours will be updated after completion of payroll processing. A report will be provided to the user to identify errors/warnings (invalid FMLA leave, multiple FMLA leave) that require user intervention.

No Charge

TOTAL IMPLEMENTATION SERVICES	\$347,300
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TOTAL ONE TIME COSTS	\$750,000
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C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

1. STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

Based on a 5-year plan; SSMA to begin at the end of the warranty period.

1-Year Warranty from Date of Delivery	No Charge
Year 1 SSMA	\$50,000
Year 2 SSMA	95,000
Year 3 SSMA	95,000
Year 4 SSMA	95,000
Year 5 SSMA	95,000

D. TRAVEL AND LIVING EXPENSES (estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL EXPENSES (estimate)

30 trips at \$1,500/each	\$45,000
- Includes airfare, car rental, hotel accommodations, and per diem.	

PRICING VALID THROUGH SEPTEMBER 26, 2014.

OPTIONAL APPLICATION SOFTWARE

A. LOGOS.NET STANDARD APPLICATION SOFTWARE ^{1,2,3}		
ITEM	DESCRIPTION	INVESTMENT

FINANCIAL MANAGEMENT

1. Logos.NET Additional Financial Management Software

- Work Orders	21,000
- State Reporting	9,000

2. Expanded Revenue Collections

- PC Cash Register Interface (Multi-Application) <i>supports Epson TM-H6000IV Receipt/Validation/Slip Printer</i>	27,000
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PAYROLL & HUMAN RESOURCES SUITE

3. Logos.NET Benefits Management

- COBRA Billing Administration	10,000
- Workers Compensation Administration	15,000
- Employee Retirement Tracking	15,000

4. Logos.NET Additional Payroll & HR Modules

- Applicant Tracking	12,000
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eSUITE

5. eHR

- eTimesheets	15,000
- eRecruit	15,000

Note: Training and Support Services costs as well as Maintenance (SSMA) costs for these optional modules are not included on the preceding pages, however, they may be easily incorporated into the proposal upon determination of the final software package.

PRICING VALID THROUGH SEPTEMBER 26, 2014.

ENDNOTES

- ¹ Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.
- ² New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.
- ³ Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.
- ⁴ Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.
- ⁵ New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.
- ⁶ Additional cost per group of 5 for authorized users is \$5,000.
- ⁷ Prices assume that all software proposed is licensed.
- ⁸ Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
- ⁹ Travel and expenses are not included as they are billed at actual cost.
- ¹⁰ Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

#9352



Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

October 14, 2014 Regular BoCC Meeting
Agenda Item #30

Title

Purchase of a Comprehensive Enterprise Resource Planning (ERP) System: RFP 14-498. (Amended)

Amount

755,000.00

Description

Approve the negotiated contract with New World Systems Corporation for standard Software License and Services Agreement procured with RFP# 14-498.

Recommendation

1) Approve the negotiated contract with New World Systems Corporation for standard Software License and Services Agreement procured with RFP# 14-498 and authorize the Chair and Clerk to sign the agreement. 2) Authorize the Clerk or his designee to sign for any matters relating to service requests, system design documents, performance test documents and delivery/service dates. 3) Approve the interlocal agreement with Alachua County Library District and authorize the Chair and Clerk to sign the interlocal agreement. 4) Adopt the resolution and approve the budget amendment for the 2014 Series Public Improvement Revenue Bond Capital Project Fund.

Alternative(s)

Reject the contract and ranking of RFP 14-498: Purchase of a Comprehensive Enterprise Resource Planning (ERP) System and provide staff further direction.

Requested By

Todd Hutchison, Tommy Crosby, and Larry Sapp

Originating Department

F&A, OMB, and Purchasing

Attachment(s) Description

New World Systems Contract, including Statement of Work, Interlocal Agreement with the Alachua County Library District, Resolution and Budget Amendment

Documents Requiring Action

New World Contract, Interlocal Agreement with the Alachua County Library District, Resolution, and Budget Amendment

Executive Summary

On September 9, 2014, the BOCC approved the ranking of New World Systems as the top ranked firm for RFP# 14-498 and authorized staff to negotiate a contract with New World. Staff is requesting approval of the attached contract which was negotiated with New World in good faith. Both parties worked hard to reduce costs and the contract negotiations resulted in a cost savings of \$431,100 to the County over the first six years of the agreement.

Background

In 1993 the County issued RFP# 93-116 for an integrated financial system. Through the RFP process the County selected the H.T.E. financial system and the system went live in 1995. While the system has allowed the County to continuously receive clean audits over the years, the technology is 20+ years old and has a number of weaknesses, including: limited management reporting

capabilities, inability to evolve software system to hardware with open architecture, limited payroll reporting capabilities, limited e-access for citizens, and limited ability to move toward a paperless system. The County Manager approved an 11 member panel including representatives from HR, Purchasing, OMB, Fire Rescue, Public Works, ITS, Library District and Finance and Accounting to review the software needs of the county and develop an RFP to procure a new Enterprise Resource Planning (ERP) system. The Evaluation Committee developed RFP 14-498: Purchase of a Comprehensive Enterprise Resource Planning (ERP) System which was advertised on March 26, 2014 and April 2, 2014. The deadline for receipt of the RFP was April 23, 2014. Two (2) vendors responded for RFP 14-498: Purchase of a Comprehensive Enterprise Resource Planning (ERP) System. After scoring the RFP responses based on technical, written, and oral presentations, the 11 member Evaluation Committee ranked New World Systems Corporation as the top ranked firm. On September 9, 2014, the BOCC approved the ranking of New World Systems as the top ranked firm for RFP# 14-498 and authorized staff to negotiate a contract with New World. Staff is requesting approval of the attached contract which was negotiated with New World in good faith. The Alachua County Library District uses the county's current H.T.E. financial system and the District's administration would like to migrate the Library's financial information to the new financial system. The Library Director is supportive of reimbursing the county 15% of the upfront costs for the new software license fee, implementation services and training costs. The Library Director's support is subject to approval by both the Board of County Commissioners and the Library District Governing Board. The attached interlocal agreement will need to be approved by both governing boards in order to migrate the Library's financial information to the new financial system.

Issues

Without Board approval the county's financial data will continue to reside within a financial system that is 20+ years old.

Fiscal Recommendation

1) Approve the negotiated contract with New World Systems Corporation for standard Software License and Services Agreement procured with RFP# 14-498 and authorize the Chair and Clerk to sign the agreement. 2) Authorize the Clerk or his designee to sign for any matters relating to service requests, system design documents, performance test documents and delivery/service dates. 3) Approve the interlocal agreement with Alachua County Library District and authorize the Chair and Clerk to sign the interlocal agreement. 4) Approve the resolution and budget amendment for the 2014 Series Public Improvement Revenue Bond Capital Project Fund.

Fiscal Alternative(s)

There is no fiscal alternative at this time.

Funding Sources

Technology Fund and Series 2014 Public Improvement Revenue Bond

Account Code(s)

327-1634-519.64-30 and 343-1639-519.64-30

Attachment: [New World ERP Final.pdf](#)

Attachment: [FY15 budget amendment for New World contract.pdf](#)

Attachment: [Resolution fy14 budget carryforward for new world contract.pdf](#)

Attachment: [ACL D 4th Amend Final.pdf](#)