



DataBank IMX
458 Pike Road
Huntingdon, PA 19006

General Information

Quote Number	00012094	Created Date	5/31/2024
		Expiration Date	6/28/2024
		Prepared By	Francheska Torruellas

Contact Information

Name	Kelly Vann	Account Name	City of Ocala
Billing Address	110 SE Watula Ave Ocala, FL 34471 US	Phone	(321) 422-1160
Phone	(352) 629-8538	Email	ftorruellas@databankimx.com
Email	kvann@ocalafl.org		

Product	Product Code	Line Item Description	Sales Price	Quantity	Total Price
Kofax VRS Elite Workgroup Version	VP-W005-0001	Tungsten (formerly Kofax) VRS Elite Workgroup License for fi-7700.	USD 1,679.0000	1.00	USD 1,679.0000

Total Price	USD 1,679.0000
Grand Total	USD 1,679.0000

*Prices are listed in US dollars.

Applicable sales tax is not included in this quote.

Signature

By signing this quote, I (authorized representative) have executed this quote being legally bound to follow through on the terms, pricing, payment and conditions set forth herein. As an authorized representative, signing this quote allows DataBank to order and deliver the items listed above and the billing information below is correct and accurate.

City of Ocala

kvann@ocalafl.gov

Customer Print Name

Billing Email Address

DocuSigned by:

Christopher Watt

110 SE Watula Avenue

Customer Authorized Signature

Billing Address

9/3/2024

Ocala, Florida 34471

Signature Date

Billing City, State, Zip

Kelly Vann, Assistant Director, IT

Billing Contact and Title

CITY OF OCALA

STATEMENT OF WORK

KOFAX UPGRADE

MAY 31, 2024



DataBank
A KYOCERA GROUP COMPANY

TABLE OF CONTENTS

TABLE OF CONTENTS 2

VERSION CONTROL..... 3

 DOCUMENT ATTRIBUTES 3

 VERSION HISTORY..... 3

 RACI CHART 3

EXECUTIVE SUMMARY 4

SCOPE OF SERVICES..... 4

VRS VERSIONS AND THE NEED TO PURCHASE NEW FULL RETAIL LICENSE 7

COMPENSATION & PAYMENT SCHEDULE 7

PRICING BREAKDOWN..... 7

 PROFESSIONAL SERVICES FEES (ESTIMATE) - TIME & MATERIALS..... 7

SERVICES RENDERED & TIMELINE ESTIMATION..... 8

DATABANK POLICIES 8

REQUIRED DOCUMENTATION 9

CLIENT RESPONSIBILITIES 9

PROJECT ASSUMPTIONS 9

BINDING EFFECTS AND AGREEMENTS 11

PROPRIETARY & CONFIDENTIAL STATEMENT 11

GENERAL TERMS AND CONDITIONS..... 11

TERMINATION 11

ACCEPTANCE OF SOW 13

APPENDIX A - WORK ACCEPTANCE FORM 14



VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20240410_City of Ocala_Kofax Upgrade_SOW
Publish Date	9/15/2022
Current Revision Number	0.4

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	9/15/2022	Tim Nelson	Initial draft
0.2	3/24/2024	Julie Krull	Date Revisions
0.3	4/10/2024	Francheska Torruellas	Reduce configuration scope by 15 hours accounting for previous DIP configuration engagement
0.4	5/31/2024	Francheska Torruellas	Update SOW to current date May 31, 2024

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank - Bid Manager		X				X
David Osteen	DataBank – Senior Solution Engineer				X		X
Francheska Torruellas	DataBank - Business Development Director (IBR)				X		X
Kelly Vann	City of Ocala - Project Sponsor	X				X	X
Mike Parker	City of Ocala - Project Sponsor					X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						



EXECUTIVE SUMMARY

City of Ocala (hereinafter “Customer” or “Client”) needs to accomplish several projects related to their Kofax system:

- Build two new complete Kofax Capture 11.1 environments
- Migrate 11.0 components to 11.1
- Upgrade VRS to 5.2.0 (5.3.0 if possible)
- Design enhancements to Kofax Capture implementation

The current sunset schedule for Kofax Capture is below:

End of life info:

Product	Version	General Availability Date	Limited Support Start Date	End of Support Date
Kofax Capture	11.0	Sep 20, 1017	Jan 15, 2023	Jan 15, 2024
	11.1	Apr 16, 2021	No date assigned	No date assigned
Kofax VRS	5.1.2	Nov 29, 2018	Nov 29, 2021	Nov 29, 2022
	5.2.0	Mar 19, 2020	Jan 10, 2024	Jan 10, 2025
	5.3.0	Jan 10, 2024	No date assigned	No date assigned

Client will be leveraging DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as “DataBank”), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to perform these services as described below.

SCOPE OF SERVICES

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

City of Ocala has two Kofax environments, one each for TEST and PROD. The Kofax project will consist of first building a new Capture 11.1 TEST Windows server with batch classes and other components imported from current production. Then after successful testing, all items will be imported from TEST to PROD. After final testing, the current 11.0 servers will be disabled.

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

Activity	Description
Solution Configuration	<p><u>Pre-Deployment (Client):</u></p> <ul style="list-style-type: none"> ▪ Build new Windows Server 2022 virtual machine <ul style="list-style-type: none"> ○ Enable .Net 4.8 ○ Disable all anti-virus software during software installation ▪ Configure all 32-bit ODBC Data Sources on server and workstations (if required) ▪ Disable UAC and anti-virus on server and workstations during software installation ▪ Prepare Windows service account for use with Kofax services <ul style="list-style-type: none"> ○ Admin account with access to network resources ▪ Install drivers for Fujitsu scanners on workstations, if necessary



Activity	Description
	<ul style="list-style-type: none"> ○ Confirm presence and status in Device Manager <p><u>Pre-Deployment (DataBank):</u></p> <ul style="list-style-type: none"> ▪ Confirm maintenance status and Kofax Capture 11.1 downloads ▪ Export 12 published batch classes <ul style="list-style-type: none"> ○ Building ○ City Attorney ○ City Clerk ○ Community Programs ○ Electric ○ HR ○ Payroll ○ Planning ○ Procurement ○ Public Works ○ Water & Sewer ○ Zoning ▪ Document VRS configuration on scanner workstations ▪ No User Profiles ▪ No custom recognition scripts ▪ No KCNS ▪ No custom modules ▪ No custom workflow agents <p><u>Server Deployment:</u></p> <ul style="list-style-type: none"> ▪ Build Kofax Capture 11.1 environment on server <ul style="list-style-type: none"> ○ Deploy new database on SQL Server 2016 R2 ▪ Install latest fix pack/service pack on server ▪ Import 12 batch classes from Capture 11.0 <ul style="list-style-type: none"> ○ Confirm configuration and UNC path access ▪ Configure and test ODBC connection for Validation (if required) ▪ Configure export connectors in each document class ▪ Publish 12 batch classes ▪ Create batches and process through each step for testing for 12 batch classes ▪ Configure unattended modules to run as Windows services <ul style="list-style-type: none"> ○ Export ○ PDF Generator ○ Recognition Server ▪ Activate software-based license <p><u>Workstation Deployment (3 physical workstations):</u></p> <ul style="list-style-type: none"> ▪ Install scanner: <ul style="list-style-type: none"> ○ Fujitsu 6770 in TEST; Fujitsu 7700 in PROD x2 ○ It is assumed that the Fujitsu scanners are compatible with the Windows OS and VRS versions at City of Ocala. If incompatibility issues arise, it is the responsibility of City of Ocala to provide a compatible scanner and/or software.



Activity	Description
	<ul style="list-style-type: none"> ○ Please see note regarding purchase of new VRS license in System Notes section below ▪ Uninstall current Kofax software (if required) ▪ Configure and test VRS ▪ Install Kofax workstation software from Capture 11.1 server ▪ Install latest Kofax Capture service pack/fix pack on workstation <p><u>Design Enhancements to Kofax Capture Implementation:</u></p> <ul style="list-style-type: none"> ▪ Review batch class structure to identify inefficiencies ▪ Develop up to 4 new batch classes to demonstrate improvements ▪ Implement User Profiles and Tracking
Project Management	<p>DataBank will assign a Project Manager who will manage the day-to-day activities of the project in conjunction with Customer Project Manager. Responsibilities include:</p> <ul style="list-style-type: none"> ▪ Setup the project in the internal PSA system ▪ Coordinate DataBank technical team personnel and schedules ▪ Manage the project budget and invoicing ▪ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Customer ▪ Ongoing planning and coordination ▪ Lead weekly status meetings with the project team ▪ Preparation of weekly status reports ▪ Status reporting to Customer Project Manager ▪ Project Plan management ▪ Close management on project scope and limitation of Change Order Requests

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

Activity	Description
Rewrite SBL scripts to VB.NET	Client has confirmed that the SBL scripts are not providing any function and, as such, will not need to be rewritten in VB.NET
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to Kofax. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Custom Interfaces	Standard interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	Application integrations will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.



VRS VERSIONS AND THE NEED TO PURCHASE NEW FULL RETAIL LICENSE

City of Ocala uses Fujitsu fi-6700 and Fujitsu 7700 scanners. The fi-6700 is using a full retail license, and the fi-7700 scanners are using Upgrade licenses.

After the fi-6xxx series, Fujitsu stopped including an OEM license for VRS. This required customers to purchase a full retail license for subsequent model Fujitsu scanners.

Due to a software bug, fi-7700 scanners were recognized internally as being in the fi-6xxx series, which mistakenly enabled the Upgrade license to function. This bug has been corrected with VRS 5.2, which means that a full retail license is necessary for the fi-7700.

DataBank can make an effort to keep VRS 5.1 on the fi-7700 workstations, but since VRS 5.1 was End of Life on Nov 29, 2022, this approach is not recommended.

Kofax Engineering recommends the following:

- Move the Upgrade license to the fi-6770, which will function correctly since the OEM license is supported
- Move the retail license on the fi-6770 to one of the fi-7700 scanners, which will function correctly since it's a full retail license
- Purchase a new full retail license for the second fi-7700

COMPENSATION & PAYMENT SCHEDULE

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

1. Time and Materials will be billed monthly

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

PRICING BREAKDOWN

Professional Services Fees (Estimate) - Time & Materials

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

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Solution Configuration	29.0	\$225.00	\$6,525.00	\$0.00	\$6,525.00
Project Management	8.0	\$225.00	\$1,800.00	\$0.00	\$1,800.00
Sub-Total	37.0	\$225.00	\$8,325.00	\$0.00	\$8,325.00
Contingency Reserve (20%)	7.0	\$225.00	\$1,575.00	\$0.00	\$1,575.00
Total	44.0	\$225.00	\$9,900.00	\$0.00	\$9,900.00

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed. Estimated hours are based on the total number of hours to complete the work identified in this SOW. Hours may shift between phases based on the requirements of the project.



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

SERVICES RENDERED & TIMELINE ESTIMATION

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

DATABANK POLICIES

Travel & Expense Policy

Trip Charge

If travel is required, charges associated with travel to and from Client site(s) are invoiced as a flat-rate trip charge. The standard trip charge will be \$650.00 per resource regardless of the method of travel and/or distance (i.e., mileage, airfare, etc.).

Estimated Expenses

Other recoverable expenses such as lodging, meals, car rental, and parking will be billed back to Client based on the following estimated rates:

Hotel:	\$140 per night (per resource)
Meals:	\$45 per Diem (per resource)
Transport:	\$70 per day (standard/midsize car)
Parking:	\$10 per day
Total:	\$265 per day (For the first resource. Additional resources will trigger additional costs.

The actual expenses will be itemized on the invoice.

Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

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

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

Change Order Policy

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

Non-Solicitation of Employee(s) Policy

The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate



to terminate their employment or engagement. Each party shall not, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current Client or an affiliate or any prospective Clients made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such Clients.

REQUIRED DOCUMENTATION

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

1. Purchase Order
2. Signed Statement of Work

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

CLIENT RESPONSIBILITIES

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

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. All applicable System Servers are installed, tested, and properly working
2. All applicable Operating Software is installed, tested, and working properly
3. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
4. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
5. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
6. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.

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

PROJECT ASSUMPTIONS

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project



risk. A change order will be required for any variables that do not match the Project Assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Statement of Work is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final Statement of Work, signed by all parties.
5. DataBank will test the system to assure that it matches the final Statement of Work prior to training.
6. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
7. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Statement of Work.
8. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
9. DataBank will manage/schedule its own resources during the project.
10. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Statement of Work. Additional Project Status requirements are subject to applicable Project Management fees.
11. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
12. The PS Estimate includes a 20% contingency budget to account for change orders and additional requests. If the contingency is not used, Customer will not be invoiced for the added 20%.
 - The contingency can be used to fulfill additional requirements found during the project lifecycle.
 - The contingency plan is in place to cover Change Orders and keep the project moving fluently.
 - An official Change Order will be created and signed prior to using hours from the contingency plan.
13. At the end of the agreed upon testing schedule, DataBank will provide the Release to Production document. Customer will have 3 business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.
14. After completion of testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
15. Customer agrees to provide payment to DataBank no later than 30 business days after the completion of the Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW or in the Master Services Agreement between Customer and DataBank.
16. After the solution goes live, DataBank will coordinate a "handoff to Support". Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
17. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.



18. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
19. Customer will download all applicable Kofax Software and place the software in a directory on the server(s) it will be installed on.
20. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
21. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

BINDING EFFECTS AND AGREEMENTS

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, A Kyocera Company ("DataBank") and City of Ocala ("Customer" or "Client") with a location at 110 SE Watula Ave, Ocala, FL 34471 in connection with a certain project ("Project") pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Additional Agreements may be required as part of this SOW and are referenced in Attachment "A" (Supporting Agreements).

PROPRIETARY & CONFIDENTIAL STATEMENT

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank. ***See PUBLIC RECORDS, page 12.**

GENERAL TERMS AND CONDITIONS

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

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

TERMINATION

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



Agreement's expiration date for cause; that cause being a material breach of the Agreement.

PUBLIC RECORDS

DataBank shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, DataBank shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if DataBank does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of DataBank or keep and maintain public records required by the public agency to perform the service. If DataBank transfers all public records to the public agency upon completion of the contract, DataBank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DataBank keeps and maintains public records upon completion of the contract, DataBank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF DATABANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DATABANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.



ACCEPTANCE OF SOW

This SOW represents DataBank’s offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the “Acceptance Deadline”). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

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

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

DataBank IMX

City of Ocala

Company Name (“DataBank”)

Company Name (“Customer”)

DocuSigned by:

Lee Meyerdirk

DocuSigned by:

Christopher Watt

By (Signature)

By (Signature)

Lee Meyerdirk Public Sector Dir

Christopher Watt Chief of Staff

Printed Name and Title

Printed Name and Title

___ / ___ / ___ 9/3/2024

___ / ___ / ___ 9/3/2024

Dated

Dated

Approved as to form and legality:

Billing Information

DocuSigned by:

William E. Sexton

Kelly Vann

Billing Contact and Title

kvann@ocalafl.gov

Billing Email Address

110 SE Watula Avenue

Billing Address

Ocala, Florida 34471

Billing City, State, Zip

City Attorney



APPENDIX A - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- Accept Deliverable
- Decline Deliverable

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date





CITY OF OCALA

STATEMENT OF WORK

ONBASE UPGRADE

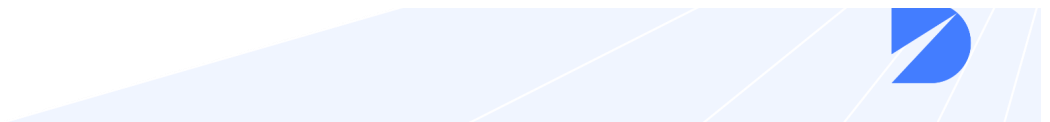
5/31/2024



DataBank
A KYOCERA GROUP COMPANY

TABLE OF CONTENTS

TABLE OF CONTENTS	2
VERSION CONTROL	3
EXECUTIVE SUMMARY	4
OBJECTIVE	4
UPGRADE PROJECT PLAN OVERVIEW	4
SCOPE OF SERVICES	4
DEFINITION OF DONE	7
COMPENSATION & PAYMENT SCHEDULE	8
PRICING BREAKDOWN	8
PROFESSIONAL SERVICES FEES (ESTIMATE) - TIME & MATERIALS	8
SERVICES RENDERED & TIMELINE ESTIMATION	8
DATABANK POLICIES	8
CLIENT RESPONSIBILITIES	9
PROJECT ASSUMPTIONS	10
GENERAL TERMS AND CONDITIONS	11
ACCEPTANCE OF SOW	12
APPENDIX A – UAT ACCEPTANCE FORM	13
APPENDIX B - WORK ACCEPTANCE FORM	14



VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	20220927_City of Ocala_OnBase Upgrade_SOW
Publish Date	9/27/2022
Current Revision Number	0.3

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	9/27/2022	Robert Manshack	Initial draft
0.2	3/14/2024	Tim Nelson	Revisions
0.3	5/31/2024	Francheska Torruellas	Update SOW to current date 5/31/2024

RACI Chart

Name	Position	*	R	A	S	C	I
Lee Meyerdirk	DataBank - Government Practice Director	X		X	X		X
Adam Herrmann	DataBank – VP, Professional Services			X	X		X
Kendra Deutsch	DataBank - Government Professional Services Director				X		X
Tim Nelson	DataBank - Bid Manager		X				X
Francheska Torruellas	DataBank - Solutions Consultant				X		X
Robert Manshack	DataBank - Upgrade Specialist				X		X
Kelly Vann	City of Ocala - Project Sponsor	X				X	X
Mike Parker	City of Ocala - Project Sponsor					X	X
Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.						

End User Maintenance

Customer Number	16801
Maintenance Status	FULL
Expiration Date	08/31/2023

DataBank has verified End User Maintenance will be valid for the duration of this project.



EXECUTIVE SUMMARY

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

City of Ocala (hereinafter "Client" or "Customer") is seeking to upgrade their current OnBase environments and is leveraging DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to assist with the upgrade implementation.

OBJECTIVE

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

UPGRADE PROJECT PLAN OVERVIEW

This Statement of Work outlines a project plan for an Incremental Parallel (IPUP) OnBase upgrade from Foundation EP1 to Current OnBase Release Build.

This project is to be performed remotely via VPN (preferred option) or screen sharing sessions.

Environments, servers and complex solutions to be covered under this project are:

TEST Environment
1 Multi-purpose Server

PROD Environment
1 Database Server
1 Web Server
1 App Server
1 Processing Server

As part of this project, the OnBase database and/or component servers will be migrated to new hardware, or virtual hardware. This is a billable expense that is included in Time and Expenses estimates. Due to the number of servers and the complexity of architecture, a change order may be required if further complexity or unreported performance issues are discovered once the project begins.

SCOPE OF SERVICES

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

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



Activity	Description
Environmental Discovery and Project Initiation	<ul style="list-style-type: none"> • Outline roles and responsibilities between Client and DataBank. • Discuss downtime (window when Client cannot access OnBase). • DataBank will share User Acceptance Testing best practices and discuss Client testing responsibilities as needed. • Determine target delivery date and rollout plan. • DataBank will survey client environment and document servers, processing locations, timers, and service paths. • DataBank will review all existing and/or new servers for compatibility and ensure they have necessary pre-requisites installed prior to install. • DataBank will analyze the existing OnBase software configuration and database settings. • DataBank to provide Client with documentation on how to download necessary installer files from Hyland. Client to download files.
Upgrade Test Environment	<ul style="list-style-type: none"> • Test Refresh declined – The client has expressed they do not wish to refresh the Test environment at this time. • DataBank will provide Client with guidelines for server compatibility upon request. • Client will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. • Server Migration to be implemented as part of IPUP process. • Upgrade project will include moving the OnBase database. • Client holds responsibility for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • DataBank will install destination version OnBase server components to as determined in Environmental Readiness Assessment. • Client assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed. • Client assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Test upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Test environment upgrade. • After DataBank receives Client sign off, upgrade can be performed in the production environment.
Upgrade Production Environment	<ul style="list-style-type: none"> • Client is responsible for backing up the OnBase database. • DataBank will provide Client with guidelines for server compatibility upon request. • Client will provide servers as identified in Project Kickoff meeting, and is responsible for granting remote server access and necessary rights to the DataBank Engineer at the agreed upon time. • Server Migration to be implemented as part of IPUP process.



Activity	Description
	<ul style="list-style-type: none"> • Upgrade project will include moving the OnBase database. • Client holds responsibility for taking a full backup of the production database and moving the database to the new database server. DataBank will be responsible for updating database connections, and database pointers within OnBase. • DataBank will install destination version OnBase server components to as determined in Environmental Readiness Assessment. • Client assumes responsibility for all new server OS compatibility including target OnBase version prerequisites, unless otherwise stated in this document. Servers and DataBank access to servers must be available on the negotiated date or the project may be delayed. • Client assumes responsibility for Third-Party applications hosted on these servers and their compatibility. • Upgrade database and all component servers to target version. • DataBank will perform basic functionality testing of the Prod upgrade. Basic OnBase functionality testing shall be limited to user login, storage, and retrieval. • Client will be required to conduct user acceptance testing with Client Subject Matter Experts and sign off on the Prod environment upgrade. • Within 5 days after project hand-off, support of the system will be transitioned to DataBank Support.
Testing and Go-Live Support	<ul style="list-style-type: none"> • DataBank will provide post-upgrade support for unexpected software behavior or issues reported by Client. • IPUP methodology means a Foundation version of OnBase and a Legacy version of OnBase will coexist for the duration of the project. To cut down on Go-Live Support costs and improve turnaround time, if unexpected behavior occurs in the Foundation version environment, Client should verify all reported issues are not occurring in the Legacy environment prior to reporting the issue. • Client is responsible for reporting & prioritizing unexpected behavior. • If issues are found with the software or upgraded environment result in a Software Change Request (SCR) from Hyland Software and Client chooses to have DataBank upgrade the solution to a later fixed build, and this causes Go-Live Support to exceed the estimated hours, a Change Order for extra support time may be required.
Project Management	<ul style="list-style-type: none"> • DataBank will own project management activities such as status meetings, budget reports, and change management.

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

Activity	Description
SQL-Based External Data to Unity Scripts Conversion	<ul style="list-style-type: none"> • Customer declined conversion of SQL-Based External Data to Unity Scripts at this time. This functionality will be deprecated by Hyland in a future release. Conversion will be required prior to or as part of next upgrade.



Activity	Description
Test Refresh	<ul style="list-style-type: none"> Creating a copy of Prod database to restore as new Test database is out of scope. This requires updating many OnBase pieces in the new Test instance and would require an 8 hour change order if this is later added.
User Acceptance Testing performed by DataBank	<ul style="list-style-type: none"> User Acceptance Testing is defined as the testing of unique processes configured by the Client through the OnBase product. To minimize DataBank's billable time, User Acceptance Testing is the responsibility of the Client. DataBank requires Client involve their business subject matter experts and/or end users in functional testing.
Configuration of modules or components not currently installed	<ul style="list-style-type: none"> OnBase solutions, configuration or components that are not currently installed will not be considered in scope for this project. No additional new functionality will be considered part of the project. Any requests for DataBank to change configuration of existing components will require an approved change order.
Workstation client software deployment	<ul style="list-style-type: none"> Client is responsible for deploying OnBase client-side software, ODBC Data Sources, or other items to user workstations, unless explicitly stated in scope, or if an approved change order is processed.
OnBase Training	<ul style="list-style-type: none"> Upgraded software may include new configuration options or updates to the user interface (UI). Administrator or end user training is not considered in scope for any upgrade project. If training is required, Client will work with their Account Manager in a separate service request.
Data Conversion	<ul style="list-style-type: none"> Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.
Custom Interfaces	<ul style="list-style-type: none"> Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	<ul style="list-style-type: none"> Application integrations with OnBase will require a change order.
Activities not listed	<ul style="list-style-type: none"> Activities not listed in the in scope statement will require a change order.

DEFINITION OF DONE

DataBank defines upgrade project status as "Done"; that is, completed and ready for sign-off when the following statuses are present:

- All in scope installation activities have been completed
- All showstopper issues have been corrected or a viable workaround has been found
- Minimum 5 days after Production go-live

Note any non-showstopper issues with the software may be kept open with the upgrade technician when necessary. Pursuing corrections for unexpected software behavior often requires installing a new build of OnBase for correction. Note installing a new build would require a change order.



COMPENSATION & PAYMENT SCHEDULE

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

1. Time and Materials will be billed monthly

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

PRICING BREAKDOWN

Professional Services Fees (Estimate) - Time & Materials

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

Project Objectives	Hours	Rate	Estimated Line Item Total
Project Kickoff and Environmental Discovery	8	\$225.00	\$1,800.00
Test Environment Upgrade	16	\$225.00	\$3,600.00
Prod Environment Upgrade	16	\$225.00	\$3,600.00
Go-Live Support	16	\$225.00	\$3,600.00
Project Management	14	\$225.00	\$3,150.00
Estimated T&M Total	70	\$225.00	\$15,750.00
<i>Contingency Reserve (20%)*</i>	14	\$225.00	\$3,150.00
Projected Grand Total Estimate	84	\$225.00	\$18,900.00

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project. DataBank will bill monthly for services performed.

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

SERVICES RENDERED & TIMELINE ESTIMATION

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

DATABANK POLICIES

Travel & Expense Policy

Work is to be performed remotely. Any request of onsite work would require a Change Order.



Non-Standard Time Policy

Professional Services are considered non-standard time if they are performed outside of standard business hours in Customer's time zone. In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

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

CLIENT RESPONSIBILITIES

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

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. Signed Statement of Work and Purchase Order, if required by Customer.
2. All applicable System Servers are installed, tested, and properly working
3. All applicable Operating Software is installed, tested, and working properly
4. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
5. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. Client will assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Client will provide the following during the project.

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



PROJECT ASSUMPTIONS

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

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a \$6,500.00 a week resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Additional hours may be added as needed via Change Order. Any additional testing support requirements must be defined.
4. During Customer testing, the only issues that will be considered to be addressed are those that are not pre-existing issues and are upgrade-related.
5. DataBank will manage/schedule its own resources during the project.
6. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
7. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
8. The PS Estimate includes a 20% contingency budget to account for change orders and additional requests. If the contingency is not used, Customer will not be invoiced for the added 20%.
 - The contingency can be used to fulfill additional requirements found during the project lifecycle.
 - The contingency plan is in place to cover Change Orders and keep the project moving fluently.
 - An official Change Order will be created and signed prior to using hours from the contingency plan.
9. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of 15 business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
10. After the solution goes live, DataBank will coordinate a "handoff to Support". Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
11. This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.
12. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
13. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.



14. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.
15. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
16. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW.

PUBLIC RECORDS

DataBank shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, DataBank shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if DataBank does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If DataBank transfers all public records to the public agency upon completion of the contract, DataBank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If DataBank keeps and maintains public records upon completion of the contract, DataBank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF DATABANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DATABANK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.



ACCEPTANCE OF SOW

This SOW represents DataBank’s offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the “Acceptance Deadline”). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

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

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

DataBank IMX, LLC, a Delaware Limited Liability Company
Company Name (“DataBank”)

City of Ocala
Company Name (“Customer”)

DocuSigned by:
Lee Meyerdirk
By (Signature)...

DocuSigned by:
Christopher Watt
By (Signature)...

Lee Meyerdirk
Printed Name and Title
Public Sector Dir
____ / ____ / ____ 9/3/2024
Dated

Christopher Watt
Printed Name and Title
Chief of Staff
____ / ____ / ____ 9/3/2024
Dated

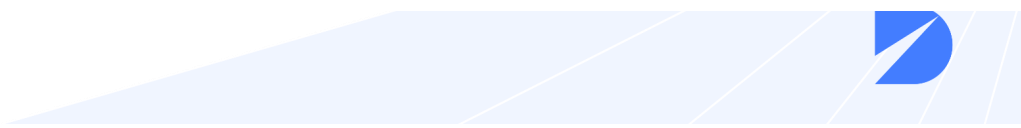
Approved as to form and legality:

DocuSigned by:
William E. Sexton
B07DCFC4E86E429...
City Attorney

Billing Information

Kelly Vann
Billing Contact and Title
Kvann@ocalafl.gov
Billing Email Address
110 SE Watula Avenue
Billing Address
Ocala, Florida 34471
Billing City, State, Zip

City, State, Zip



APPENDIX A – UAT ACCEPTANCE FORM

- Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met the specifications identified within the solution design document and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



APPENDIX B - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- Accept Deliverable
- Decline Deliverable

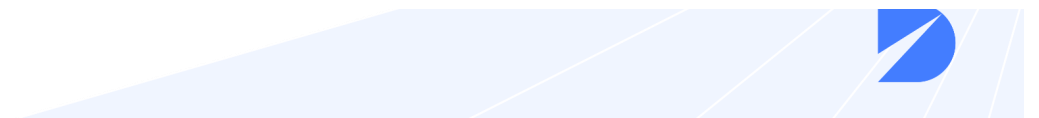
Comments/Reason:

Company Name ("Customer")

Project Sponsor Name (Print)

Project Sponsor Signature

Date



Certificate Of Completion

Envelope Id: 7F83BCFC7CAB48A691D877DB61918E59	Status: Completed
Subject: FOR SIGNATURE - REVISED OnBase and Kofax Upgrades (ITS/240845)	
Source Envelope:	
Document Pages: 29	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

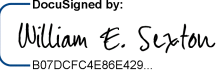
Record Tracking

Status: Original	Holder: Patricia Lewis	Location: DocuSign
8/29/2024 3:36:51 PM	plewis@ocalafl.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

B07DCFC4E88E429...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Timestamp

Sent: 8/29/2024 3:44:13 PM
Viewed: 8/29/2024 3:45:01 PM
Signed: 8/30/2024 4:38:07 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt
cwatt@ocalafl.org
Chief of Staff
Security Level: Email, Account Authentication (None)

DocuSigned by:

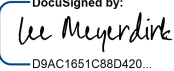
8C80B9F07388433...
Signature Adoption: Pre-selected Style
Using IP Address: 216.255.240.104

Sent: 8/30/2024 4:38:10 PM
Viewed: 9/3/2024 7:43:00 AM
Signed: 9/3/2024 7:43:58 AM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2024 7:42:59 AM
ID: 7801fbc6-0d9d-45e1-a6ab-30a1106614a5

Lee Meyerdirk
lmeyerdirk@atabankimx.com
Public Sector Dir
Security Level: Email, Account Authentication (None)

DocuSigned by:

D9AC1651C88D420...
Signature Adoption: Pre-selected Style
Using IP Address: 97.183.1.203

Sent: 9/3/2024 7:44:02 AM
Viewed: 9/3/2024 7:53:35 AM
Signed: 9/3/2024 7:55:03 AM

Electronic Record and Signature Disclosure:

Accepted: 9/3/2024 7:53:35 AM
ID: fe6e01f5-78e5-42df-9e2d-67859e9f8fb8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	8/29/2024 3:44:14 PM
Certified Delivered	Security Checked	9/3/2024 7:53:35 AM
Signing Complete	Security Checked	9/3/2024 7:55:03 AM
Completed	Security Checked	9/3/2024 7:55:03 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.