

RESOLUTION NO. 2000-150

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA MAKING FINDINGS AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT BETWEEN THE BOARD AND SUNGARD PENTAMATION, INC. FOR COMPUTER EQUIPMENT, SOFTWARE AND SERVICES.

BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The Board of County Commissioners of St. Johns County, Florida (the "Board") has been advised by the Clerk of Court and County staff that it is necessary to upgrade portions of the computer systems that are used by the Board and by certain of the County's constitutional officers and that the equipment, software and services that are described in the proposed Contract with SunGard Pentamation, Inc. attached hereto are necessary to accomplish the upgrade. Additionally, the Board has been advised by the County's purchasing department that SunGard Pentamation, Inc. is the sole source for the equipment, software and services that are described in the Contract and that because of that fact, the Board need not go out for bids prior to entering into the Contract. The Board has been advised further that the Clerk of Court, Sheriff and County staff have negotiated the terms of the Contract with SunGard Pentamation, Inc. and that the terms are fair and reasonable for the County.

Section 2. The Board hereby finds, determines and declares that it is in the County's best interest that the Board enter into the Contract with SunGard Pentamation, Inc. Accordingly, the County Administrator is directed to execute duplicate originals of the Contract and to deliver one of the originals to SunGard Pentamation, Inc.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 10th day of October, 2000.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia Alex Grande
Deputy Clerk

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



PURCHASING DEPARTMENT

2740 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FLORIDA 32095

PHONE: (904) 823-2540
FAX: (904) 823-2546

To Connie Kwiecien, Computer Analyst

Route to Mike Givens, Chief Deputy Finance
Cheryl Strickland, Clerk of Court
David Halstead, Assistant County Administrator
Ben Adams, County Administrator

From Joe Burch, Purchasing Manager *JOB*

Date 07 21 00

Subject Exception to Policy-Pentamation Software Upgrade

Attached you will find the form Jim Sisco, County Attorney, requested in our meeting of 06 28 00. In this meeting it was discussed that Pentamation is the ONLY SOURCE from which the County can obtain the upgrades to the existing Pentamation Software. County Purchasing Policy 302.3.4.3 requires that Sole-Source purchases exceeding \$100,000.00 shall be approved by the Board of County Commissioners.

Please sign and date the form and route to the next individual on the list except return to Joe Burch prior to submission to Commissioner Jim Bryant. Commissioner Bryant's signature will be obtained when the agenda packet is submitted to and approved by the BOCC. The agenda packet should include this form, the contract and pertinent financial data.

Your assistance will be appreciated.

CHERYL STRICKLAND. 9-28-00
EXCEPTION TO POLICY WE DISCUSSED.
IF BEN SIGNS THE CONTRACT, HE HAS
ALREADY SIGNED THE EXCEPTION, SO
NO MORE SIGS ARE REQUIRED. HOWEVER,
IF JIM BRYANT SIGNS CONTRACT, HAVE HIM
SIGN EXCEPTION AS SO.

THANKS,
JOE BURCH

**APPROVAL FORM FOR EXCEPTION
TO ST. JOHNS COUNTY PURCHASING POLICY**

SUBJECT: Reject all proposals under RFP 99-70, Government Financial System Software, and negotiate contract for software upgrades with current software provider Pentamation

SUGGESTED VENDOR: Sungard Pentamation, Inc **ESTIMATE:** \$475,000.00

REASON FOR EXCEPTION TO POLICY: **PURCHASING POLICY NUMBER:** 302.2.1; 302.3.4.3

- | | | |
|--|--|---|
| A. <input checked="" type="checkbox"/> Standardization | D. <input checked="" type="checkbox"/> Only Known Supplier | G. <input type="checkbox"/> Public Safety Emergency |
| B. <input type="checkbox"/> Spare Parts | E. <input type="checkbox"/> Delay of Construction Contractor | H. <input type="checkbox"/> Time Restriction |
| C. <input type="checkbox"/> Replacement Parts | F. <input type="checkbox"/> Environmental Urgency | I. <input type="checkbox"/> Other |

JUSTIFICATION: The current software by Pentamation has been in use by the County for several years. Significant improvements in software prompted County Staff to evaluate other available software through an RFP . Primary elements of review included cost benefit ratio and capability. Total cost estimates for the other firms were significantly higher than anticipated (\$2M to 3.5M). During the RFP process Pentamation announced major upgrades to existing software that will provide enhanced system capabilities, in a platform that is Windows based (GUI) , and can communicate with our current network desktop programs.

REQUISITIONER: Connie Kwiecien, Computer Analyst *Connie Kwiecien* **DATE:** 9/15/2000

DEPT. MANAGER: Mike Givens, Chief Deputy of Finance *Mike Givens* **DATE:** 9-5-00

DIVISION MANAGER: Cheryl Strickland, Clerk of Courts *Cheryl Strickland* **DATE:** 9-15-00

PURCHASING REVIEW

- DISPOSITION:**
- | |
|---|
| A. <input checked="" type="checkbox"/> Concurs with Exception |
| B. <input type="checkbox"/> Does not concur with Exception |
| C. <input checked="" type="checkbox"/> Requires approval(s) as listed below |

COMMENTS: Pentamation demonstrated the software upgrades to County Staff, which appears to be functionally on the same level with the software of the other firms at approximately 25% of their projected costs. The upgrades are available only through Pentamation. The purchase of the Pentamation software upgrades would be the most cost effective way to achieve the same result.

BUYER: Cheryl Albertson **DATE:** **PURCHASING MANAGER:** Joe Burch *Joe Burch* **DATE:** 7-21-00

MANAGEMENT REVIEW

- DISPOSITION:**
- | |
|---|
| A. <input checked="" type="checkbox"/> Concurs with Exception |
| B. <input type="checkbox"/> Does not concur with Exception |

COMMENTS: Implementation of the Pentamation upgrades will require a multi year commitment, approximately 2 years, and will cost approximately \$475,000.00 during this period for Phase I.

- | | |
|---|-----------------------|
| <input checked="" type="checkbox"/> David Halstead, Assistant County Administrator <i>David Halstead</i> | DATE: 9-15-00 |
| <input checked="" type="checkbox"/> Ben Adams, County Administrator <i>Ben Adams</i> | DATE: 9-18-00 |
| <input checked="" type="checkbox"/> James E. Bryant, Chairman, Board of County Commissioners <i>James E. Bryant</i> | DATE: 10/12/00 |

(Use reverse side for additional comments)

ST. JOHNS COUNTY	SECTION NUMBER:
<i>PURCHASING POLICY AND PROCEDURES</i>	302
AUTHORIZED BY: ST. JOHNS COUNTY BOARD OF COMMISSIONERS	EFFECTIVE:
CHAIRMAN: MARC JACALONE	June 1, 1999

**SECTION 302
PURCHASING PROCEDURES FOR ORDERING**

302.1 BID/AWARD LIMITS:

The Purchasing Manager is authorized to purchase or contract for equipment, supplies and services for County purposes from the supplier providing the lowest price at the best quality to meet requirements when the amount to be paid therefore by the County does not exceed the award limit of \$50,000.00.

302.2 QUOTATIONS:

302.2.1 The Purchasing Manager or requester will obtain at least three (3) competitive quotations, whenever possible. Purchase items under \$1,000.00 are exempt from obtaining competitive verbal quotations except as circumstances may require. Sole Source items are also exempt, however, written documentation confirming this condition shall be required. Other circumstances creating an inability to secure multiple quotations shall be documented on the individual requisition and will be filed with the purchase order. When sealed bids are requested and no proposals are received, it will be the decision of the Board of County Commissioners to either re-bid or accept a supplier as recommended by the Purchasing Department.


302.2.2 As outlined below, the Purchasing Manager or requester may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists.

302.2.2.1 When requesting quotations for items costing up to \$1,000.00, a verbal quotation shall be sufficient, however, a supplier may be required to provide a written quote depending on the complexity of the requirement.

302.2.2.2 Quotations for items, etc. being requested that are estimated to cost over \$1,000.00 but not more than \$3,000.00, may be solicited orally if the situation demands that immediate action be taken to fulfill a requirement, however, a supplier will be requested to provide his quote on follow up correspondence. Normally a letter

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- 302.3.2 All items necessitating sealed bidding for departments under the jurisdiction of the Board of County Commissioners must submit to the Purchasing Department a requisition with specifications attached. With this information Purchasing will prepare a Bid Package and provide a bid opening time and date.
- 302.3.3 Two (2) copies of the advertisement and bid package will be provided to the Deputy Clerk who will coordinate with the Purchasing Manager, the appropriate bid opening time and date and submit to the local newspaper or specialized publication for legal advertisement.
- 302.3.4 Exceptions to sealed bid and award method include the following. :
- 302.3.4.1 Emergency Purchases - When accompanied by a memo of justification approved by:
- \$25,000 or less - Purchasing Manager
\$25,000 or more - County Administrator or designee
The Board of County Commissioners will be notified of any award in excess of \$50,000.00 up to \$100,000.00. Any emergency purchase of \$100,000.00 and higher shall be approved by the Board of County Commissioners.
- 302.3.4.2 Repairs to Existing Equipment - When accompanied by a memo stating only one firm can or should repair the equipment approved by:
- \$25,000 or less - Purchasing Manager
\$25,000 or more - County Administrator or designee
The Board of County Commissioners will be notified of any award in excess of \$50,000.00 up to \$100,000.00. Any repairs of \$100,000.00 and higher shall be approved by the Board of County Commissioners.
- 302.3.4.3 Sole-Source Items - When accompanied by a memo of justification approved by:
- \$25,000 or less - Purchasing Manager
\$25,000 or more - County Administrator or designee

 All Purchases of \$100,000 or more shall be approved by the Board of County Commissioners.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners

OFFICE OF THE
COUNTY ATTORNEY

P.O. BOX 1533
SAINT AUGUSTINE, FLORIDA
32085-1533



PHONE: (904) 823-2458
FAX: (904) 823-2575

September 13, 2000

Ms. Cheryl Strickland
Clerk of Courts

Re: Proposed contract with SunGard Pentamation, Inc.

Dear Cheryl:

Enclosed are two copies of a contract between the Board of County Commissioners of St. Johns County and SunGard Pentamation, each of which has been signed by SunGard Pentamation, Inc.

I have also enclosed a resolution that the Board of County Commissioners should use if and when they approve the contract. If you will tell Paula what names to insert in the blanks she can provide you with a "complete" resolution. I presume you are the person that will get the resolution on the Board's agenda and request its adoption. If more is required from this office, please advise.

Sincerely,

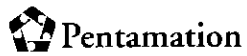
A handwritten signature in cursive script, appearing to read "Jim", is written in black ink.

James G. Sisco
County Attorney

JGS/pd

encl

cc: Ms. Connie Kwiecien (w/o encl)



225 Marketplace
Bethlehem, PA 18018
(610) 691-3616 Tel
(610) 332-1967 Fax
appledon@pentamation.com

Donald V. Appleton
President and
Chief Operating Officer

July 19, 2000

Ms. Connie Kwiecien
Board of County Commissioners of
St. Johns County, FL
4020 Lewis Speedway
St. Augustine, FL 32084

Dear Ms. Kwiecien:

Enclosed are two copies of our Agreements for Software License, Sale and Installation of Equipment and Support and Maintenance Services *and* GRS to OPEN SERIES Financial and Revenue Systems Application Migration Agreement. I have signed these agreements for SunGard Pentamation. After they are signed, by the Board of County Commissioners, please return one copy for our records.

Pentamation appreciates the opportunity to establish this relationship with the St. Johns County and we look forward to working with you and your staff on this important project.

Very truly yours,

Donald V. Appleton
President and Chief Operating Officer

/us

Enclosures

SUNGARD PENTAMATION, INC.

Client

Board of County Commissioners of
St. Johns County, Florida
4020 Lewis Speedway
St. Augustine, FL 32084
(904) 823-8304

Vendor

SunGard Pentamation, Inc.
225 Marketplace
Bethlehem, PA 18018
(610) 691-3616

The Client and the Vendor agree and contract each with the other as follows. This Contract consists of this signed Contract and the following two unsigned Agreements, both attached to and made part of this signed Contract:

- 1) *Agreement for Software License, Sale and Installation of Equipment and Support and Maintenance Services. (St. Johns County Sheriff's Dept., FL)*
- 2) *Government Resource Series to OPEN SERIES Financial and Revenue Systems Application Migration Agreement. (St. Johns County Clerk of the Circuit Court, FL)*

The references in the Agreements to the St. John's County Clerk of the Circuit Crt., FL and to the St. John's County Sheriff's Dept. as Client or Customer are for convenience only. The Client and the Customer is the Board of County Commissioners of St. Johns County, Florida. The Vendor under this Contract is SunGard Pentamation, Inc. The Vendor will be responsible for the performance of the duties and obligations of SunGard Pentamation, Inc., under the Agreements and will obtain for the Client all required licenses from Informix Software, Inc. and from Cognos. Vendor will also assure that all required maintenance and/or service agreements with Informix Software, Inc. and/or Cognos and all required Microsoft client access licenses are made available to Client at competitive prices.

The Agreements mention travel, lodging, living and related expenses. Notwithstanding anything to the contrary contained in the Agreements, said training and support shall be scheduled in such a manner so as to minimize frequency, and hence the cost, of required travel between SunGard Pentamation and Client's location. These expenses will be calculated, allowed, and paid only in the amounts and for the purposes authorized under Section 112.061 Florida Statutes for County payments to authorized persons. Receipts for all expense will be provided upon request of Client.

Notwithstanding anything in the Agreements to the contrary, the equipment, software, Licensed Systems, services, warranties and other benefits provided to the Client pursuant

to this Contract may be used by and shall be available to the Client and the Client's employees and also may be used by and shall be available to the following St. Johns County officers and their employees:

- Sheriff
- Tax Collector
- Property Appraiser
- Supervisor of Elections
- Clerk of the Circuit Court
- Board of County Commissioners

Notwithstanding anything to the contrary in Section 11 of Agreement (I), the Vendor shall provide, and pay all costs of transportation and appropriate in-transit insurance for the equipment to the Client's premises and all other related costs which may include special rigging, storage, packaging and similar charges. The Client will reimburse Vendor for the reasonable costs thereof.

Notwithstanding anything to the contrary contained in the Agreements, this Contract shall be construed in accordance with Florida laws.

All references in the Agreements to Dispute Resolution and Compulsory Arbitration are deleted. The Vendor and the Client do agree, however, to promptly attempt in good faith to resolve disputes or claims arising out of or relating to this Contract.

**Board of County Commissioners
of St. Johns County, Florida**

James E. Bryant
(Name)

**Chairman, St. Johns County
Board of County Commissioners**

10/12/00
(Date)

SunGard Pentamation, Inc.

Donald V. Appleton
Donald V. Appleton

President and C.O.O.

September 7, 2000

SUNGARD PENTAMATION, INC.

**AGREEMENT FOR SOFTWARE LICENSE, SALE AND INSTALLATION
OF EQUIPMENT AND SUPPORT AND MAINTENANCE SERVICES**

Name and Address of Client:	St. John's County Sheriff's Dept 4015 Lewis Speedway St. Augustine, FL 32095 Telephone: (904) 824-8304 Fax: (904) 823-2686	SunGard Pentamation, Inc. 225 Marketplace Bethlehem, PA 18018 Telephone: 610-691-3616 Fax: 610-691-1031
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1. Software License and Implementation Services. SunGard Pentamation, Inc. (Pentamation"), grants to Client and the Client accepts, a non-transferable and non-exclusive license to use the computer software programs listed in Appendix 1 of this Agreement on Client's computer system(s) as identified on Appendix 1. The licensed software programs and related written materials are hereinafter collectively referred to as the "Licensed Systems". Unless the source code is purchased by Client under the terms of this Agreement, this license is for the use of object code programs only. Pentamation also agrees to provide the computer software implementation services identified on Appendix 2. The terms and conditions under which the software license and implementation services are provided are set forth in Section I below, "Software License Terms".
2. Sale and Installation of Equipment. Pentamation hereby agrees to sell to Client and Client agrees to purchase the equipment identified in Appendix 3. The terms and conditions for the sale of the equipment are set forth in Section II below, "Equipment Sale Terms". **NOT APPLICABLE**
3. Support and Maintenance Services. Pentamation hereby agrees to provide or cause to be provided to Client and Client hereby agrees to pay for the computer software support and maintenance services listed below. Appendix 4 contains a description of the support and maintenance services chosen by Client.

Application Software Maintenance Support

The terms and conditions for the support and maintenance services are set forth in Section III below, "Hardware and Software Support and Maintenance Services".

4. General Terms and Conditions. Section IV below contains general terms and conditions applicable to all products and services covered by this Agreement.

5. Appendices. The following Appendices are attached hereto and are part of this Agreement.

Appendix 1	Licensed Computer Software Programs
Appendix 2	Software Implementation Services
Appendix 3	Equipment Being Sold
Appendix 4a	Application Software Maintenance and Support
Appendix 5	System Administrator's Job Responsibilities
Appendix 6	Custom Programming Services
Appendix 7	Conversion Program
Appendix 8	Cost Summary

SECTION I

SOFTWARE LICENSE TERMS

1. License of Pentamation Application Programs

- a. The License granted under this Agreement authorizes Client to possess and use solely for its own use copies of the Licensed Systems on the computer system(s) identified in Appendix 1. This License includes the right to use the related written materials for the licensed software programs such as user manuals, flow charts, logic diagrams and program code. The Licensed Systems may not be used to process data for any person or entity other than Client.
- b. The functions and features of the software are defined by the Pentamation Application Software Specifications and the Pentamation Application Program User Manuals. If applicable, Pentamation's responses in the Application Software Specifications section of Pentamation's proposal represent its best professional judgment in response to the Client's stated software requirements. However, there is the potential for multiple interpretations of the Client's stated requirements. Pentamation's Specifications and User manuals contain a detailed description of the features and functions of the software, and therefore, will serve as the sole source of software capabilities and fitness for any particular purpose.
- c. Pentamation Application Program User Manuals shall be provided to Client on CD-ROM. Client may make unlimited printed copies of such manuals for Client's own internal uses.
- d. License fees for the Licensed Systems are specified in Appendix 1 of this Agreement and the validity of this license is contingent upon the payment of such fees.
- e. If Pentamation develops additional releases of the Licensed Systems which incorporate changes and enhancements, it will make such new releases available to Client under the terms of its Application Software Maintenance Support Services as set forth on Appendix 4(a), if chosen by the Client.
- f. Client recognizes that the Licensed Systems are confidential and trade secret property which is proprietary to Pentamation. Client, its agents, employees and representatives shall not make available or disclose in whole or in part, any Licensed Systems, including flowcharts, logic diagrams and program code, to any third parties. Licensed Systems which are provided by Pentamation may be copied by Client for backup purposes only and Client shall not otherwise print, copy or duplicate the Licensed Systems. Client will take reasonable steps to protect the security of the Licensed Systems and will inform all employees, agents and representatives who utilize the Licensed Systems of this requirement. Client may not assign, timeshare, rent, reverse engineer, disassemble, de-compile, reverse translate, or otherwise decode the licensed systems.
- g. Within thirty (30) days after the date of discontinuance of the license granted under this Agreement, the Client shall return to Pentamation the original and all copies of the Licensed Systems and the related written materials except that, upon prior written authorization from Pentamation, the Client may retain a copy for archival purposes only.

2. Application Program Implementation Services

- a. Pentamation shall provide to Client installation services, training of Client's personnel and technical assistance in the operation and use of the Licensed Systems as set forth and for the charges listed on Appendix 2.
- b. Implementation of the Pentamation Application Programs will be deemed completed when the Licensed Systems are operational according to the Pentamation Application Program User Manuals, or when the Client begins processing data using the Application Programs, whichever occurs first.
- c. The timing of the delivery and installation of the Licensed Systems will occur as mutually agreed by Pentamation and Client.
- d. Pentamation will convert Client's files to the new system's files. Client shall provide complete and correct copies of its present system files in ASCII format and on media readable by the new hardware. Client shall also provide current file record descriptions and file layouts to Pentamation. The fee for file conversion services is set forth in Appendix 7.

3. Warranty

- a. Pentamation warrants that it is the sole owner of or has full power and authority to grant the License provided for herein and that the use of the licensed programs by Client will not violate or infringe upon any patent, copyright or other proprietary right of any third person. Pentamation will indemnify and hold Client harmless from and against any loss, cost, liability, attorney fees and expense arising out of the breach of the foregoing warranty.
- b. Pentamation warrants that the Licensed Systems will function as described in the then current user manual when shipped to the Client. In the event of a defect in a program, Pentamation's sole responsibility shall be to replace or correct the defective program without additional charge to Client provided there is in effect between Pentamation and Client an agreement for Application Software Maintenance Support Services. No warranty is given and no warranty corrections, replacements or services will be provided if Client has not chosen to be covered by an Application Software Maintenance Support Services Agreement. The foregoing warranty does not apply to defects caused by equipment or programs not supplied by Pentamation, where equipment used by Client has not been approved by Pentamation, where Client has made unauthorized changes to the programs or where Client has given inaccurate information to Pentamation concerning Client's requirements.
- c. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that Pentamation's liability hereunder for damages for failure to replace or correct a defective program, regardless of the form of action, shall not exceed the charges paid by the Client for the defective program.
- d. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has occurred, except that, an action for non-payment may be brought within one year after the date of the last payment.

4. Client Responsibility

- a. Client shall be exclusively responsible for the supervision, management, operation and control of its use of the Licensed Systems, including but not limited to: (1) establishing adequate backup plans in the event of computer or Licensed Systems malfunction or disaster, (2) implementing sufficient procedures and checkpoints to satisfy Client's requirements for security and accuracy of input and output data as well as restart and recovery in the event of malfunction or disaster, (3) informed use of output data insofar as technical expertise or professional judgment is required and (4) security maintenance and distribution of system passwords.
 - b. Client shall be responsible for the costs of the computer hardware system necessary for its use and operation of the Licensed Systems, operating system software, hardware and operating system software maintenance, a diagnostic modem meeting Pentamation's specifications, dedicated telephone lines for diagnostic modem, second telephone line near the CPU, sufficient backup media, printer, paper, ribbons and adequate work space for all personnel. If not being supplied by Pentamation, all of the foregoing shall be in place prior to installation of the Licensed Systems.
 - c. Client will appoint an individual to serve as central liaison with Pentamation, who shall have the responsibilities of system administrator as defined in Appendix 5. Client is also obligated to provide adequate personnel having sufficient skills and experience to operate and manage the Licensed Systems.
 - d. Client agrees to keep in force hardware and operating system software maintenance contracts or to have such services provided by Pentamation under the terms of this Agreement, so long as the Client and Pentamation have an Application Software Maintenance Agreement in effect.
 - e. Client will contract for maintenance on the Informix software products beginning with the effective date of the Informix license.
 - f. Client will be responsible for acquiring any necessary Microsoft client access licenses for its workstations used in conjunction with Pentamation's application software products as listed in Appendix 1.
 - g. Client will be responsible for the costs of travel, lodging and related expenses for training and support provided by Pentamation at Client's location.
5. Term of License. The license granted hereunder shall be perpetual provided that Pentamation shall have the right to terminate this license in the event of Licensee's breach of any of the terms hereunder.

SECTION II

EQUIPMENT SALE TERMS

1. **Prices.** The equipment and prices for the equipment sold hereunder are listed and set forth on Appendix 3.
2. **Equipment Installation Services**
 - a. Pentamation shall use its standard system assurance programs to individually test each unit of the equipment according to the manufacturer's specifications, and when practical, integrate each unit for a total system test prior to shipment and installation at the Client's premises.
 - b. If required and by mutual agreement, prior to installation of the equipment, representatives from Pentamation will visit the Client's premises on a mutually agreed date for the purpose of approving the locations for computer systems and principal components of the communications network and establishing plans for the installation of the equipment and communications facilities.
 - c. Pentamation will order and coordinate the installation and checkout of the communications facilities with the equipment installation. Client agrees to sign a letter of agency if required by the Client's provider of communications facilities and services naming Pentamation as Client's agent.
 - d. Pentamation or its designee shall perform computer installation services on the equipment on the Client's premises. Installation shall be completed on a mutually agreed date, subject to the obligations of Client to provide the operational environment for the equipment as provided below under "Client Responsibilities".
 - e. Pentamation will provide the Client with a set of standard reference manuals for operation of the equipment by Client's trained personnel.
3. **Client Responsibilities**
 - a. The Client shall provide, at its cost, suitable space and the operating environment necessary for all the equipment, including any special electric power services, air conditioning, humidity controls or other necessary space and environmental modifications.
 - b. The Client is responsible for the cost of all cabling, phone equipment, services and facilities needed to attach servers, workstations, video terminals, terminal printers and the like to the computer equipment. This includes installing the cables and the labor or installation fees associated with the preparation of terminal locations.
 - c. The Client shall provide Pentamation or its designee full and free access to the equipment to provide the installation services. The Client's personnel shall not attempt any repairs or adjustments to the equipment at any time except under direction of Pentamation or its designee.
 - d. The Client shall pay all costs of transportation and in-transit insurance for the equipment to its premises and all other related costs that may include special rigging, storage, packaging and similar charges. Pentamation shall not be responsible for any loss or damage to the equipment caused by

the fault or negligence of Client or its agents or employees, by non-Pentamation alterations or servicing, by common carriers, force majeure, fire or other casualty.

4. Warranty. Pentamation warrants that the equipment will be installed in good working order ready for use according to the manufacturer's published specifications. Pentamation will assign to Client all manufacturer's warranties related to the equipment. Pentamation warrants that the equipment will be sold to Client free and clear of all encumbrances and liens. Pentamation warrants that the current versions of the application software programs licensed under this Agreement are compatible with the equipment being sold hereunder. Pentamation makes no other expressed or implied warranties. **ALL WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

5. Other Terms Applicable to Equipment Sales

- a. Pentamation's installation personnel shall remain on Client's site not more than one day in the event of Client's failure to fulfill its site preparation obligations. Return trips, if necessary, shall be paid for by Client at Pentamation's prevailing per diem rates, plus expenses.
- b. After installation services are completed, on-going maintenance services to the equipment shall be provided as set forth and for the fees provided below.
- c. Title to all equipment sold hereunder shall remain with Pentamation until the purchase price is paid in full. Risk of loss or damage to the equipment shall be transferred to Client as soon as the equipment leaves Pentamation's or manufacturer's premises for shipment to Client.

NOT APPLICABLE

SECTION III

HARDWARE AND SOFTWARE SUPPORT AND MAINTENANCE SERVICES TERMS

1. Terms

- a. This Agreement for maintenance services shall begin on the date it is signed by Client and Pentamation and shall remain in force until terminated by Client or Pentamation as provided hereafter. Support and maintenance services may be terminated by Client on any anniversary date of this Agreement, upon written notice given at least three months prior to the original anniversary date or any subsequent anniversary date. This Agreement may be terminated by Pentamation on any anniversary date beginning with the fifth anniversary, upon written notice given at least six (6) months prior to the fifth or any subsequent anniversary date.
 - b. Contrary to paragraph 1(a) above, Pentamation agrees that, with respect to any computer hardware no longer in use, the Client may withdraw such equipment from this Agreement (and receive an appropriate reduction in the monthly maintenance fee) upon two months prior written notice to Pentamation.
 - c. The Client or Pentamation may terminate any maintenance services provided for in this Agreement for failure of the other to comply with the terms and conditions hereof, upon three months written notice prior to the cancellation date.
2. Charges. Client agrees to pay the monthly charges for support and/or maintenance services as listed and set forth in Appendix 4 hereto. All such charges are subject to increase or other change by Pentamation after the first year of this Agreement, upon three months prior written notice by Pentamation. The Client agrees that failure on its part to allow for remote problem diagnosis when Remote Diagnostic Capability is included as part of the described maintenance or support services will result in additional monthly charges.
3. Client Obligations. The Client acknowledges a need for and agrees to provide suitable operating environment, appropriate power supplies and adequate workspace for the equipment to be maintained in accordance with Pentamation's recommendations. The Client further acknowledges and agrees to provide access to Client's application and/or operational system software where necessary for Pentamation to provide its services hereunder. The Client further acknowledges its responsibility to provide adequately trained personnel, adequate hardware and system software backups, where appropriate.
4. Support and Maintenance Services. There is attached as Appendix ~~4(a)~~ through ~~4(j)~~ hereto a description of the support and maintenance services provided by Pentamation for the level of computer hardware and/or software support and maintenance services chosen by Client and the monthly charges for the same.
5. Warranty. Pentamation warrants that Pentamation or its designee shall provide the hardware and/or software support and maintenance services described in this Agreement in a good and workmanlike manner. Pentamation makes no other implied or expressed warranties. In the event of a breach of this warranty, Pentamation's sole obligation shall be to perform the work contracted for or to correct any defective work by Pentamation. In no event shall Pentamation be liable hereunder for an amount in

excess of the total charges paid or payable by Client during one year for hardware and software support and maintenance services.

6. Change in Services. Pentamation shall make available to Client any policy or service changes in connection with the support and maintenance services provided hereunder. Client shall have the option of having the changes incorporated in this Agreement.

SECTION IV

GENERAL TERMS AND CONDITIONS

1. Payment and Billing

- A. The Licensee agrees to pay PENTAMATION the fees for products and services as set forth in this Agreement.
 - B. A down payment of 25% of the software license fees in Appendix 1 and 25% of the hardware system fees in Appendix 3 shall be invoiced upon execution of this Agreement. The balance of the software license and hardware system fees shall be invoiced upon delivery.
 - C. Invoices not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month beginning thirty (30) days from invoice date.
 - D. Installation, training and technical service invoices shall be submitted by PENTAMATION as incurred, shall be paid within thirty (30) days of the invoice date and shall bear interest thereafter as provided above.
 - E. Invoices for application software maintenance and support are due within thirty (30) days of installation of the products on Client hardware.
 - F. All taxes, except taxes based on the net income of PENTAMATION resulting from the licensing or use of the Licensed Systems by the Licensee, including, but not limited to, property, sales, or use taxes, shall be the sole responsibility of the Licensee, and, where applicable, shall be added to PENTAMATION'S invoice.
 - G. As an alternative to the above payment schedule, the Client may elect to enter into a lease/purchase agreement with Municipal Capital Corporation.**
2. Entire Agreement. This agreement, including the Appendices hereto, constitutes the entire agreement and all understandings between the parties concerning the subject matter hereof and supersedes all prior proposals or other communications between the parties, oral or written. No modifications and amendments hereto shall be binding upon either party unless in writing and signed by a duly authorized representative of the parties.
3. Limitation. Pentamation shall not be liable in any event under this Agreement for indirect, incidental or consequential damages suffered by Client.
4. Assignment. This Agreement may not be assigned, sub-licensed or otherwise transferred by Client to any other person or entity without the written consent of Pentamation. Any purported assignment, sub-license or transfer in violation of this provision shall be void and, among other things, shall immediately terminate any license granted hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5. Scope of Work. Any changes in the scope of work covered by this Agreement, including requests by Licensee for changes, modifications, or additions to the Licensed Software shall be covered by a separate agreement or purchase order mutually agreed to by the parties.
6. Hiring. Client and Pentamation agree that for during the term of this Agreement they will not solicit or actively recruit any employees of the other without the written consent of the other party.
7. Pennsylvania Law. This Agreement shall be interpreted and construed in accordance with Pennsylvania law.
8. Confidentiality. Pentamation acknowledges the confidentiality of Client's data, passwords and other confidential and proprietary information of Client. Pentamation shall take all reasonable steps to safeguard such confidential information and shall not use or disclose the same, except in connection with its obligations hereunder.
9. Dispute Resolution and Compulsory Arbitration

a. Negotiation Between Executives. The parties shall attempt in good faith to resolve disputes or claims arising out of or relating to this agreement promptly by negotiations between executives who have the authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of said notice, such executives of the parties shall meet at a mutually acceptable time and place and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the original notice, or if the parties fail to meet within twenty (20) days, either party may initiate arbitration of the controversy or claim as provided hereafter. All negotiations pursuant to this clause are confidential and shall be treated as settlement negotiations for all purposes.

b. Binding Arbitration. If a dispute is not resolved pursuant to paragraph 9.a above, the dispute must then be submitted for final disposition by arbitration conducted expeditiously in accordance with the United States Arbitration Act, 9 U.S.C.1. The parties further agree not to commence any suit, action or proceedings at law or equity arising out of this agreement and this agreement may be presented as a complete defense to any such litigation. The arbitration provisions contained herein shall survive the termination or expiration of this contract. The arbitration proceedings shall be held in Bethlehem, Northampton County, Pennsylvania, and the arbitrators shall apply Pennsylvania law. The arbitration shall be conducted in accordance with the rules for commercial litigation of the American Arbitration Association.

A demand for arbitration shall be made by a party in writing upon the other after expiration of the periods provided in paragraph 9.a above. The demand shall include the name of the arbitrator selected by the party demanding arbitration, together with a statement of the matters in controversy.

Within twenty (20) days of such demand, the other party shall name an arbitrator. The arbitrators named shall select a third neutral arbitrator. If the other party fails to name an arbitrator, the arbitrator shall be appointed by the United States District Court, Eastern District of Pennsylvania.

Each party shall bear its own arbitration costs and expenses, and the costs and expenses of the arbitrator selected by it and 50% of the costs and expenses of the neutral arbitrator. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction.

APPENDIX 1

<u>Licensed Computer Software Programs</u>	<u>Charges</u>
<i>Financial Applications</i>	
Financial Accounting	\$12,600
General Ledger	
Budgeting	
Purchasing	
Accounts Payable	
Revenue Tracking	
Vendor Bidding	2,100
Personnel Budgeting	2,100
Fixed Assets	3,000
Warehouse Inventory	3,000
Human Resources	7,200
Payroll	
Personnel	
Applicant Tracking	
Attendance Tracking	
Employee Benefits	1,800
Position Control	1,800
Salary Projections	<u>1,200</u>
Sub Total:	\$34,800
Florida Specific Modules	13,800
	<hr/>
TOTAL:	<u>\$48,600</u>

Informix software is licensed by Pentamation to the customer for use only with Pentamation applications and/or applications developed by the customer which utilize Pentamation application data.

Cognos software is licensed by Pentamation to the customer for use only with Pentamation applications and/or applications developed by the customer which utilize Pentamation application data. Telephone support for Cognos products is provided to the customer by Pentamation. License and/or maintenance agreements do not entitle the customer to access any Cognos technical support facility directly via either telephone or other means of communication.

Charges for the software licenses as indicated above shall be invoiced upon delivery and installation of the software on the Client's computer system.

Identification of Client's Computer Systems To Which The License Relates

Compaq Proliant 1600

APPENDIX 1
(Continued)

<u>Informix Database/Program Software</u>	<u>Cost</u>	<u>Maint.</u>
10 SE Run Time Users	\$2,500	\$400
10 Four J's Runner Software Users	<u>2,000</u>	<u>360</u>
Total:	<u>\$4,500</u>	<u>\$760</u>

Note:

If desired, a performance bond is available at an additional cost of 4.5% based on the total contract value.

First year annual maintenance fee is paid to Pentamation. Second and subsequent years are paid directly to Informix Software, Inc.

A change in the Informix price schedule may result in a modification in software pricing.

<u>Software Installation and Setup</u>	<u>Cost</u>
Installation/Setup/Configuration of Separate Instance of Software	\$3,000

Pricing is based on the County having a TCP/IP Ethernet network installed and all users that need access to the Pentamation software are connected to that existing backbone. It is also based on the OPEN SERIES software and recommended hardware being added to the existing Proliant 1600. If this is not the case, additional networking hardware and/or software may be required.

APPENDIX 2

<u>Software Implementation Services</u>	<u># of Days</u>	<u>Cost</u>
<i>Financial Applications</i>		
Financial Accounting	10.0	\$10,000
General Ledger		
Budgeting		
Purchasing		
Accounts Payable		
Revenue Tracking		
Vendor Bidding	1.0	1,000
Personnel Budgeting	0.5	500
Fixed Assets	1.0	1,000
Warehouse Inventory	1.5	1,500
Human Resources	13.5	13,500
Payroll		
Personnel		
Applicant Tracking		
Attendance Tracking		
Employee Benefits	0.5	500
Position Control	1.0	1,000
Salary Projections	0.5	500
Implementation and Planning	1.0	1,000
System Management	<u>1.0</u>	<u>1,000</u>
Total:	<u>31.5</u>	<u>\$31,500</u>
<u>Cognos Training</u>		
Financial Application Software	2.0	\$2,000

Charges for travel, lodging and related expenses of Pentamation personnel at Client's location shall be invoiced as incurred. An estimated budget of \$10,000 has been included for planning purposes only.

APPENDIX 3

Equipment Being Sold

NOT APPLICABLE

APPENDIX 4(a)

☒ Application Software Maintenance and Support

A. Services to be Provided

1. Provide standard product enhancements when and as the same are developed by Pentamation; Pentamation shall distribute to Licensee one copy of such product enhancements or corrected programs as soon as it is available. Licensee shall be responsible for incorporating such enhancements in each copy of the applicable Pentamation Software licensed by Licensee.
2. Provide programming modifications mandated by changes to existing federal and state regulations in effect as of the date of the original Software License Agreement, for all reports and associated processing that can be provided within the intended capabilities of the product for the Payroll retirement and tax functions, and state financial reporting, if applicable. Reports will be provided that use data supported within the applications software, and they will provide all necessary data and totals required to complete government-mandated forms. If required, programs to transfer data to tape media will be provided.
3. Provide assistance to Licensee in the use of the Pentamation Application Software via telephone inquiries to Pentamation's designated software support offices up to the maximum number of hours per application as listed in Appendix 4(a) Paragraph C. Telephone support services are available weekdays, excluding holidays, during normal business hours.
4. Investigate errors in the intended capabilities of Pentamation Application Software upon receipt of notification from Licensee and provide Licensee with an alternate procedure or programming modifications to correct errors. Pentamation shall distribute to Licensee one copy of such product enhancements or corrected programs as soon as it is available. Licensee shall be responsible for incorporating such enhancements in each copy of the applicable Pentamation Software licensed by Licensee.

All of the above services will be provided by telephone communication contact between Pentamation and Licensee. Licensee will be responsible for all data line telephone charges involved in providing Application Software Maintenance and Support and Pentamation will invoice Licensee at cost.

B. Client Responsibilities

1. The Licensee will be responsible to provide a dedicated dial-up line with a modem of Pentamation specifications on the Licensee's computer equipment and a "superuser" system log-in account for Pentamation's use in support of this Agreement.
2. The Licensee will be responsible to provide a CD, 4mm DAT or DLT drive which will be used to install new software releases, updates, enhancements, etc.

3. Licensee will be responsible for the activities listed in the System Administrator responsibilities in Appendix 5.
4. Licensee will be responsible for the costs of travel, lodging and related expenses for training and support provided by Pentamation to personnel at Licensee's location.
5. Licensee will contract for maintenance on the Informix software products beginning with the effective date of the Informix license.
6. Client agrees that if the Client has application software changes or screen changes made by non-Pentamation employees, this may affect Pentamation's ability to perform its obligations hereunder or may result in extra charges by Pentamation. Services necessitated by problems caused by unauthorized Client changes, acts of God, or Client's improper use of the systems or equipment, or other causes beyond Pentamation's control may result in extra charges by Pentamation.

C. Software Maintenance and Support

PENTAMATION Application Software Maintenance and Support will be provided to Licensee when the Licensee begins processing data using the Application.

PENTAMATION Application Software Maintenance and Support will be provided by PENTAMATION to Licensee for the charges as shown below. The fee for this service varies by PENTAMATION Application, and each Application has a maximum number of support hours provided per year for the contracted fee as indicated below. Should the total number of Support hours be exceeded in any one year, additional Support Service may be provided at PENTAMATION'S then current hourly rates.

The period for the rendering of these services shall be annual and shall be automatically renewed for an additional year unless either party gives at least sixty (60) days prior written notice to the other that such maintenance and support services are not to be renewed.

Fees and Maximum Support Hours Per Contract Year.

Application	Annual Fee	Maximum Hours
Financial Accounting	\$3,780	20
Vendor Bidding	630	5
Personnel Budgeting	630	5
Fixed Assets	900	5
Warehouse Inventory	900	5
Human Resources	2,160	10
Employee Benefits	540	5
Position Control	540	5
Salary Projections	<u>360</u>	5
Total:	<u>\$10,440</u>	

APPENDIX 5

SYSTEM ADMINISTRATOR JOB RESPONSIBILITIES

Effective System Administration is the key to a successful installation and smooth on-going system operation. System Administration personnel will be the focal point for communications between your organization and Pentamation, and will handle the daily operation of the system.

System Administrative personnel should have or possess the potential to develop the following knowledge and skills:

- General understanding of computer systems' architecture and configurations; recognizing such pieces of hardware as CPU, memory, peripherals, scanners, etc.
- Understands general computer concepts such as relational database, operating systems, application software, word processing, and fourth generation languages.
- Excellent verbal and written communication skills with governmental administrators, programmers, and system maintenance personnel.
- Understands the importance of data integrity and security (file backups and password control).
- Understands what your organization requires from each Government application.

System Administration responsibilities include, but are not limited to, the following:

Unix Administration

- Sole responsibility for communications with Pentamation Support personnel.
- Provide first level support to end users.
- Upgrade system software in conjunction with Pentamation and the computer hardware manufacturer.
- Manage workload effectively.
- Train new staff on software packages.
- Train department personnel to use Report Writer.
- Maintain Documentation.
- Diagnose and resolve minor hardware problems.
- Monitor hardware reliability, check error logs, and initiate corrective action when warranted.
- Add, delete, archive, and maintain configuration of users (for example, to access specific software packages), and maintain user environments.
- Perform backup and recovery procedures of specific files and/or entire systems.

- Maintain on and off site storage of backup media.
- Create and maintain cron jobs.
- Create and maintain printer configuration and setup.
- Maintain access to Unix for support (i.e., modem or internet access availability).
- Monitor system performance and tune operating system parameters for maximum efficiency.
- Monitor file system utilization and adjust to meet site requirements.

Informix Administration

- Maintain database security and access.
- Backup and restore specific databases or entire Informix environment.
- Backup and restore specific tables within database(s).
- Perform checks for data consistency.
- Monitor and modify data allocation.
- Monitor database performance and adjust as required.

System Security

- Ensure data and equipment security (physical and electronic).
- Monitor system access via modem or internet.
- Investigate attempted security breaches.
- Monitor application software utilization and setup to ensure authorizations are administered correctly.
- Monitor file and database permissions and accounts.

APPENDIX 6

CUSTOM PROGRAMMING SERVICES

1. General Terms and Conditions

- A. Pentamation offers custom programming as an optional service to the Licensee. When the Licensee requests the service, Pentamation will provide written specifications and a fixed cost estimate for the work to be performed. The Licensee is granted a non-exclusive, non-transferable perpetual license to the customized software and source program code.

An annual maintenance and support service for custom software is provided for a fee of 30% of the standard charge for programming the custom software. This maintenance and support service provides on-going telephone support, bug fixes, and upward migration to new releases for custom software.

Pentamation retains ownership of all custom-developed software and may, at its discretion, include the software in future releases of standard products.

2. Pentamation Responsibilities

- A. Pentamation will provide a written cost estimate for the work to be performed subject to a 10% variance. This estimate will be based on mutually agreed to specifications.
- B. Pentamation will install the software via modem or magnetic media with hard copy instructions provided for Licensee installation.
- C. Pentamation will provide telephone instruction in the use and features of the custom-developed software.
- D. Pentamation will provide standard programmer documentation.
- E. Pentamation will test all modifications for anticipated conditions using test data or data provided by the Licensee.
- F. Pentamation will provide source code for all custom-developed programs.
- G. Pentamation will warrant software to perform as documented in the written specifications.
- H. Pentamation will provide phone and technical support as well as any additional programming to implement the custom-developed software in a minor release of a standard application software product.

3. Licensee Responsibilities

- A. Licensee will review Pentamation-provided specification documents for errors and omissions. After programming has started, project changes due to policy change, or incomplete, or erroneous specifications may increase the cost of the project.
- B. Licensee will test all custom-developed software after installation on the Licensee's hardware before running in a "live" production environment.
- C. Licensee will reimburse Pentamation for all reasonable travel and living expenses if a site visit is required.
- D. Licensee will retain a copy of the modified source code on the Licensee's machine in the event future modifications are required.

4. Acceptance and Payment

Licensee shall have a 45-day period immediately following delivery of the custom programming project to test and verify that it functions in accordance with the specifications. Any defects identified by Licensee shall be reported to Pentamation for review and correction. If no defects are reported, payment is due at the end of the 45-day testing period. If defects are discovered and reported to Pentamation, payment is due as soon as defect(s) are corrected.

APPENDIX 7

DATA CONVERSION

FINANCIAL SYSTEMS APPLICATIONS

<u>APPLICATION/FILES</u>	<u>FILE BUILD METHOD</u>	<u>CONVERSION COST</u>
<u>Financial</u>		
Vendor File	Conversion Program	\$2,000
Account File	Data Entry Recommended	N/A
Purchase Order	Data Entry Recommended	N/A
Transaction File	Data Entry Recommended	N/A
Requisition File	Data Entry Recommended	N/A
NIGP Code	Data Entry Recommended	1,000
<u>Payroll/Personnel</u>		
Demographic File	Conversion Program	3,000
History File	Builds as system is used	N/A
Budgeting File	Data Entry Recommended	N/A
Payroll File	Conversion Program for YTD info. only. Other info. via key entry.	5,000
Deduction File	Conversion Program	2,000
Retirement File	Builds as system is used	N/A
Pyrl Reconciliation File	Builds as system is used	N/A
History File	Builds as system is used	N/A
<u>Fixed Assets</u>		
Asset Item File	Conversion Program	3,000
<u>Inventory Management</u>		
Stock Catalog	Conversion Program	<u>3,000</u>
Total Data Conversion:		<u>\$19,000</u>

NOTE: Our approach to file conversion is that it be performed with a combination of Pentamation provided programming services and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. The cost for our programming conversion services is based on a rate of \$1,000 per day. All work will be performed at Pentamation's facilities and requires submission of application files in ASCII format, including record layouts on a compatible tape media. All estimated costs for conversion programs are based on receiving one file format via nine track tape or diskette for converting the file indicated above. An additional charge may apply if the conversion requires multiple input files or if a file conversion is desired for files other than those indicated. Additional travel/living expenses should be budgeted if programmatic data conversion is desired.

APPENDIX 8

Cost Summary

Licensed Computer Software Programs	\$48,600
Informix Database/Program Software	4,500
Software Installation and Setup	3,000
Software Implementation Services	31,500
Cognos Training	2,000
Data Conversion	19,000
Estimated Travel Costs	10,000
Modification Pool (Estimate Only)	<u>20,000</u>
Total:	<u>\$138,600</u>

Maintenance Summary

Application Software	\$10,440
Informix Database/Program Software	<u>760</u>
Total:	<u>\$11,200</u>

SunGard Pentamation, Inc.
("Pentamation")

Government Resource Series to OPEN SERIES Financial and Revenue Systems

Application Migration Agreement for St. John's County Clerk of the Circuit Ct., FL

Note: This document refers only to the Government Resource Series applications which are being replaced by the OPEN SERIES and the OPEN SERIES applications, which are being purchased.

I. Applications Scheduling and Sequencing:

<u>Financial Applications</u>	<u>Implementation Timing</u>	<u>Scheduled Live Date</u>
Budget Preparation	beginning of budget cycle	to be determined
Fund Accounting (Includes Purchasing)	beginning of fiscal year	to be determined
Fixed Assets	beginning of fiscal year	to be determined
Human Resources	beginning of a quarter	to be determined
Employee Benefits	with Human Resources	to be determined
Position Control	with Human Resources	to be determined
Applicant Tracking	with Human Resources	to be determined
Personnel Budgeting	beginning of budget cycle	to be determined
Salary Negotiations	beginning of budget cycle (or with Human Resources)	to be determined
Vendor Bidding	beginning of fiscal year	to be determined

Note: Failure to complete any of the steps listed below in a timely manner may result in a delayed implementation schedule.

II. Services to be Provided by Pentamation:

A. Data Conversions

Costs associated with the data conversions are listed in Attachment A.

- 1) Pentamation will provide standard data conversion programs as described in Attachment A. Any custom database changes, modifications or additional data conversion programs will be considered for programming at Pentamation's current hourly programming rate. Requests for additional

conversion programming should be forwarded to Pentamation on the Request for Custom Programming Enhancement form. See attached.

- 2) For financial applications, Pentamation will provide documentation and procedures to run the standard conversions and verification reports.

B. State Requirements

- 1) Pentamation will provide software to meet the following state requirements using data which is supported within the baseline application software:

- ▶ FL Quarterly Wage Report
- ▶ FL Retirement Report

C. Training

The cost associated with application training is detailed in Attachment B.

- 1) Pentamation will provide application training as described in Attachment B.

D. Documentation

- 1) Pentamation will provide standard application software documentation in PDF (portable document format) on CD-ROM.

E. Custom Programming/Reports

Custom programming modifications can be developed for a fee and will be addressed as follows:

- 1) Upon receipt of the detailed requirements for a custom modification or custom report on a custom programming request form, Pentamation will provide a preliminary estimate of the cost.
- 2) Upon approval of the preliminary estimate, Pentamation will provide detailed specifications and a fixed cost estimate.
- 3) Upon receipt of approval on the detailed specifications, Pentamation will schedule the project for completion.

- 4) Pentamation will code and test the modification using test data.
- 5) Pentamation will install the modification in a test environment on the client's machine.
- 6) When Customer testing is complete, Pentamation will move the modification to the production environment.

F. Migration Analysis and Coordination

Migration analysis and coordination services will be provided at a cost of \$30,000. These services will include the following:

- 1) Development of a detailed project plan for the products and services outlined above, review with customer, and tracking of the plan.
- 2) Internal project management of Pentamation implementation, custom programming, engineering, and other staff resources.
- 3) Review and analysis of existing custom programs and reports.
- 4) Review, analysis, and detailed specifications of hardware and system software requirements.

G. Software Installation, Configuration, Set-Up and Implementation Assistance

Software installation, configuration, set-up, and implementation assistance will be provided at a cost of \$12,500. These services include Four-J's installation on up to sixteen PC's and Cognos installation on up to sixteen PC's.

H. Maintenance and Support

All of the Application Software Maintenance and Support services listed below will be provided by telephone communication contact between Pentamation and Customer for the costs listed in Attachment E. Customer will be responsible for all data line telephone charges involved in providing Application Software Maintenance and Support, and Pentamation will invoice Customer at cost.

- 1) Provide standard product enhancements when and as the same are developed by Pentamation; Pentamation shall distribute to Customer one copy of such product enhancements or corrected programs. Customer shall be responsible for incorporating such enhancements in each copy of the applicable Pentamation Software.
- 2) Provide programming modifications mandated by changes to existing federal and state regulations in effect as of the date of this agreement, for all reports and associated processing that can be provided within the intended capabilities of the product for the Payroll retirement and Payroll tax functions, and annual state financial reporting using the Financial Report Generator, if applicable. Reports will be provided that use data supported within the application software, and they will provide all necessary data and totals required to complete government-mandated forms. If required, programs to transfer data to tape media will be provided.
- 3) Provide assistance to Customer in the use of the Pentamation Application Software via telephone inquiries to Pentamation's designated software support offices up to the maximum number of hours per application as listed in Attachment E. Telephone support services are available weekdays, excluding holidays, during normal business hours.
- 4) Investigate errors in the intended capabilities of Pentamation Application Software upon receipt of notification from Customer and provide Customer with an alternate procedure or programming modifications to correct errors. Pentamation shall distribute to Customer one copy of such product enhancements or corrected programs. Customer shall be responsible for incorporating such enhancements in each copy of the applicable Pentamation Software.

III. Customer Responsibilities:

A. Data Conversions

- 1) After the standard conversion programs, as described in Attachment A, are provided, Customer will run the data conversion program at least 1 week prior to training. **Customer is responsible** for verifying the accuracy of the data converted.
- 2) If a new Unix or NT server is involved in the migration, it is the Customer's responsibility to load the Government Resource Series databases onto the new

server for the data conversion. This can be accomplished via network access or a compatible media device. Pentamation is available to assist with this step at our standard hourly rate of \$125.

- 3) Customer is responsible for notifying Pentamation when the conversion is complete or if errors were encountered.
- 4) Some data entry will be necessary for information that is not converted.

B. State Requirements

- 1) Customer will verify that each state requirement is functioning properly in the new product and where practical run the software in parallel mode comparing the results of Government Resource Series to OPEN SERIES (e.g. Payroll). Pentamation is available to assist with this step at our standard hourly rate of \$125.

C. Identification of Functional Requirements

- 1) Although the OPEN SERIES software applications are being used successfully in a live environment at many customer sites across the country, there is some functionality which was provided in the Government Resource Series software which is **not available** in the new OPEN SERIES software. See Attachment D for a list of these features. For your reference, Attachment C lists features which are provided in OPEN SERIES software which were not available in Government Resource Series software. The purpose of the Customer identification of functional requirements is to verify that the software will meet all of your requirements and to identify areas which may require procedural changes or custom modifications.
- 2) Customer acknowledges they have reviewed the list and notified Pentamation of any issues. Customer will sign the Functional Requirements Checklist for each application noting any issues that were encountered and return to Pentamation no later than 30 days prior to live processing. In the event that the Functional Requirements Checklist is not returned to Pentamation, Customer acknowledges that there are no issues with regard to this item.

D. Training

- 1) Customer will identify the participants for each phase of training and assure that the appropriate people attend each training session.

- 2) Financial training must include a parallel payroll run and a parallel accounts payable check run. Some data entry will be necessary for information that cannot be converted.
- 3) Parallel processing for revenue applications will be required for the ACIS (Utility Billing), Real Estate Tax, and Personal Property Tax applications. Some data entry will be necessary for information that cannot be converted.

E. Custom Programming/Reports

Due to the design differences (database structure, program logic, etc.) of the Government Resource Series and OPEN SERIES applications, previous Government Resource Series custom modifications cannot be automatically converted into the OPEN SERIES applications. If required, previous Government Resource Series custom modifications can be rewritten for the OPEN SERIES at a cost which will be identified and addressed as follows:

- 1) For Utility Billing, Real Estate Tax, Personal Property Tax, and Excise Tax, Customer will contract with Pentamation for two to three days of technical consulting to determine the extent of custom modifications required. Consulting services will be provided at our current hourly rate.
- 2) Customer will be responsible to review current custom software and custom reports to identify any custom modifications which will be required for the OPEN SERIES product. Customer will provide Pentamation with written detailed requirements on a Request for Custom Programming Enhancement form, attached.
- 3) Customer will determine based on the preliminary estimate whether or not to proceed with a custom modification. Return of the preliminary estimate signoff is Pentamation's authorization to prepare detailed specifications.
- 4) Customer will approve the detailed specifications indicating that the modification proposed will meet the requirement.
- 5) Customer will test any modifications in a test environment within 30 days of receipt to determine that the project performs according to the agreed upon specifications. Note that this testing must occur in a test environment to eliminate the possibility of causing data corruption with the newly written modification.

- 6) The OPEN SERIES Systems use standard forms (such as checks, bills, etc.) which are different from the Government Resource Series software. These include:

Fund Accounting:

AP Checks
Purchase Orders

Human Resources

Payroll Checks

Customer must decide whether to request a custom modification so they can continue to use the existing form stock or whether to use the OPEN SERIES standard format. If a custom modification is required, the steps above should be followed.

F. User Developed Reports

Due to the design differences (database structure, program logic, etc.) of the Government Resource Series and OPEN SERIES applications, Customer will need to rewrite any Government Resource Series user-defined reports that will be required for the OPEN SERIES product. This includes but is not limited to IQ and Ace reports. Pentamation resources can be made available to assist with this effort on a time and materials basis.

G. Additional OPEN SERIES Applications and Third Party Products

- 1) Customer also will acquire from Pentamation the software products listed in Attachment G at a cost of \$100,133.

H. Maintenance and Support

- 1) The Customer will be responsible to provide a dedicated dial-up line with a modem of Pentamation specifications on the Customer's computer equipment and a "superuser" system log-in account for Pentamation's use in support of this Agreement.
- 2) The Customer will be responsible to provide a QIC or 4mm DAT drive which will be used to install new software releases, updates, enhancements, etc.

- 3) Customer will be responsible for the costs of travel, lodging and related expenses for training and support provided by Pentamation to personnel at Customer's location.
- 4) Customer will contract for maintenance on the Informix software products beginning with the effective date of the Informix license.
- 5) Customer agrees that if the Customer has application software changes or screen changes made by non-Pentamation employees, this may affect Pentamation's ability to perform its obligations hereunder or may result in extra charges by Pentamation. Services necessitated by problems caused by unauthorized Customer changes, acts of God, or Customer's improper use of the systems or equipment, or other causes beyond Pentamation's control may result in extra charges by Pentamation.

IV. Payment and Billing

- a. The Customer agrees to pay PENTAMATION the fee for products and services as set forth in this Agreement.
- b. The Migration Analysis and Coordination fee in item II.F. shall be invoiced upon delivery of the OPEN SERIES Application Software.
- c. A down payment of 25% of the Required Third Party and Companion Products software license fees in Attachment G shall be invoiced upon execution of this Agreement. The balance of the software license fees shall be invoiced upon delivery.
- d. Invoices not paid within thirty (30) days of the invoice date shall bear interest at the rate of 1.5% per month beginning thirty (30) days from invoice date.
- e. Installation, training and technical service invoices shall be submitted by PENTAMATION as incurred, shall be paid within thirty (30) days of the invoice date and shall bear interest thereafter as provided above.
- f. Invoices for application software maintenance and support are due within thirty (30) days of installation of the products on Client hardware.
- g. All taxes, except taxes based on the net income of PENTAMATION resulting from the licensing or use of the Licensed Systems by the Licensee, including, but not limited to, property, sales, or use taxes, shall be the sole responsibility of the Licensee, and, where applicable, shall be added to PENTAMATION'S invoice.

V. General Provisions

- a. Neither party shall be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause beyond the control of the party.
- b. Pentamation warrants that it is the sole owner of or has full power and authority to use the software to provide the services defined herein and that the use of the programs by Client will not violate or infringe upon any patent, copyright or other proprietary right of any third person. Pentamation will indemnify and hold Client harmless from and against any loss, cost, liability, attorney fees and expense arising out of the breach of the foregoing warranty.
- c. Pentamation warrants that the software modules listed in Appendix A will function as described in the then current user manual when shipped to the Client. In the event of a defect in a program, Pentamation's sole responsibility shall be to replace or correct the defective program without additional charge to Client provided the Client is current on all payments to Pentamation in accordance with this Agreement. The foregoing warranty does not apply to defects caused by equipment or programs not supplied by Pentamation, where equipment used by Client has not been approved by Pentamation, where Client has made unauthorized changes to the programs or where Client has given inaccurate information to Pentamation concerning Client's requirements.
- d. The foregoing warranty is in lieu of all other warranties expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Client agrees that Pentamation's liability hereunder for damages for failure to replace or correct a defective program, regardless of the form of action, shall not exceed the charges paid by the Client for the preceding twelve months.
- e. Pentamation shall not be liable to the Client for any indirect, incidental or consequential damages even if Pentamation has been advised of the possibility of such damages.
- f. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

- g. A waiver by Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.
- h. Pentamation acknowledges the confidentiality of Client's data, passwords and other confidential and proprietary information of Client. Pentamation shall take all reasonable steps to safeguard such confidential information and shall not use or disclose the same, except in connection with its obligations hereunder.

Attachment A
Government Resource Series Migration to OPEN SERIES Systems
Data Conversion Costs

Our approach to file conversion is that it be performed with a combination of Pentamation provided programming services and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. Additional data conversions or Pentamation assistance with running the conversion is available based on a rate of \$1,000 per day. All conversions will be run by the Customer.

Financial Applications

<u>Applications/Files</u>	<u>File Build Method</u>	<u>Cost</u>	<u>Training Phase</u>
<u>Budget Preparation:</u>			
Organization Chart	Pentamation will provide an extract program to pull information from GRS Fund Accounting and build PE3.0 budget files.	\$1,700	Budget Phase 1
Account List			
Project List			
Expenditure Ledger			
Revenue Ledger			
Project Ledger	" "		
<u>Fund Accounting:</u>			
Organization Chart	Files will be built when information is posted from Budgeting		
Account List			
Project List			
Expenditure Ledger			
Revenue Ledger			
Project Ledger	" "		
General Ledger	Pentamation will provide a convert and update option	\$1,600	Fund Accounting Ph 2
Vendor File	Conversion Program (including user-defined fields to user-defined screens)	\$1,300	Fund Accounting Ph 1
<u>Purchasing:</u>			
Requisition Files	Data Entry	\$1,000	Purchasing Ph 1
Purchase Order Files	Data Entry		
Change Order Files	Data Entry		
Commodity File	Conversion Program		

Fixed Assets:

Asset Item Table	Conversion Program	\$1,200	Fixed Assets Ph 1
Category Table	Conversion Program		
Location Table	Conversion Program		
Activity Table	Conversion Program		
Department Table	Conversion Program		
Funding Source Table	Conversion Program		
Purchasing Interface File	Will build. No conversion		

Human Resources:

Demographic	Conversion Program	\$2,000	Payroll Phase 2
Reference Tables (does not include Pay Code or Range/Step Table)	Conversion Program		
Employee File	Conversion Program		
Person File	Conversion Program		
Payroll File	Conversion Program		
User-Defined screens	Conversion Program		
Pay Rate File	Data Entry Recommended		
Deduction File	Conversion Program	\$800	Payroll Phase 2
YTD Earnings, Deduction and Leave Balance	Conversion Program	\$800	Payroll Phase 3
Payroll Interface	Program to link GRS Payroll Interface into OS Fund Accounting or OPEN SERIES Payroll to GRS Fund Accounting	\$1,500	Payroll Phase 3

Total Data Conversion:

\$11,900

Conversion Costs are based on the following Assumptions:

- For financial applications, conversion costs are based on the customer running the data conversion programs and verifying the converted data. Additional costs will be incurred if Pentamation must run the conversions. All conversions are based on the standard database structure. Custom fields in the Government Resource Series database may require a custom conversion at an additional cost.
- Your key organization must not exceed six characters. If your key organization is longer than six characters, further discussion of your conversion requirements and costs will be necessary.
- Customer will not change the Organization codes and chart of accounts when moving from Government Resource Series to OPEN SERIES.
- For all Financial applications, transactions and history will build on the new system and will not be converted.
- For Revenue applications, history will converted when needed for billing operations otherwise, it will build on the new system with customer use and will not be converted.
- Conversion timing is based on the standard implementation schedule.
- Any files which are not specifically listed in this document will require data entry or will build as the system is used.

Attachment B
Government Resource Series Migration to OPEN SERIES Systems
Recommended Training

<u>Financial Applications</u>	<u># of days</u>	<u>Cost @ \$1000/day</u>
Implementation Planning	1.0	\$ 1,000
System Management	1.0	1,000
Human Resources:		
Payroll	11.0	11,000
Personnel (includes Applicant Tracking)	2.5	2,500
Position Control	1.0	1,000
Personnel Budgeting	0.5	500
Employee Benefits	0.5	500
Fund Accounting (Includes: Budget Prep. & Purchasing)	10.0	10,000
Vendor Bidding	1.0	1,000
Fixed Assets	1.0	1,000
Salary Projections	0.5	500

Total Cost of Recommended Training: \$30,000 + travel & living expenses
Total # of training days: 30.0

Note: These are the recommended training days for a new customer to implement the Financial System software. The actual number of training days required will be determined upon completion of the application overviews which will be provided in the implementation process.

<u>Cognos</u>	<u># of Days</u>	<u>Cost @ \$1,000/Day</u>
Cognos Report Writer	2.0	\$2,000
Total Cost of Recommended Training:	\$2,000 + travel & living expenses	
Total # of training days:	2.0	

Total Training: **\$32,000**

Notes:

The training fee for the above Financial applications are at standard rate per day plus travel related expenses. Any training required beyond those days indicated above will be performed at the standard rate. Training day counts are based on a maximum class size of 16 individuals (eight terminals with two individuals per terminal).

Attachment C

Features in OPEN SERIES NOT in Government Resource Series

Financials - General

1. Single database
2. Improved Security (views)
3. Menu Manager – add custom features
4. Reports to screen, file, printer or alternate printer
5. Improved user-defined screen
6. Optional graphical presentation

Human Resources

1. Tiered deductions
2. Savings bonds
3. Future changes
4. Encumber salaries
5. Full Time Equivalents (FTE's)
6. Employee Worksheet ("what if" scenarios)
7. Second pay check per employee in same run
8. Range – 99 steps
9. Certifications
10. Leave rollover limit
11. Ten leave banks
12. Up to 20 pay rates per employee
13. Separate FICA and Medicare fields
14. Can search timecard by employee name
15. Check location code
16. Multiple taxing options on timecard
17. Attendance tracking
18. Calendars used for attendance checking
19. Query on any field of employee screens
20. Separate city, state fields on employee record
21. Manual check refund over-withheld taxes, deductions
22. Automated salary increase option
23. Tracks annual salary
24. Employee deduction summary screen
25. Streamlined pay run including stored pay run information
26. Payroll job stream reports can be run in background
27. Payroll job stream reports indicate check date, pay number, and employee number on each report
28. Security on individual employee screens
29. Pay rate history
30. Seniority screen
31. Improved 941 report format
32. Monthly deduction register by vendor
33. Accrue comp time by user-defined factor
34. Print a check register including manuals and voids
35. Redistribute salary charges
36. Print organizational charge and benefit charge reports selectively by pay run

Salary Negotiations

1. New application

Personnel Budgeting

1. New application
2. Can budget for positions without Position Control

Applicant Tracking

1. Degrees
2. Job history
3. Interviews
4. Two applicant addresses

Fund Accounting

1. Organization – 10 levels
2. Year specific Organization Chart
3. 16 characters for lowest level of organization
4. Organizational levels need not be hierarchical
5. Optionally pre-encumber requisitions
6. Multiple payable addresses
7. AP Checks by Invoice, PO, Batch
8. JE Report
9. Batch budget transfer
10. Optional user-defined account entry window
11. Delete inactive vendors
12. Clear checks by date
13. Document control number
14. Prior year organization field
15. Vendor address – separate city, state fields
16. Use tax functionality for vendor payments
17. Override vendor number auto-assign
18. Vendor by commodity class
19. Designate employees as vendors
20. Discount report
21. Additional control accounts in profile
22. Vendor Audit report
23. Close to Fund Balance
24. Ability to lock database during check processing
25. User specified sort and totals on some reports
26. Option - "warn" or "require" receipt of goods prior to payment
27. Fixed Assets interface includes check number
28. Automatic "inter-fund" balancing of JE's
29. User select default of partial/final flag in AP entry
30. Additional security resource to add or delete a vendor
31. Control overpayment of an invoice by a percentage and/or an amount
32. Detailed warehouse charge option in expenditure audit trail
33. Link organizations to a project
34. Inactivate expenditure accounts
35. Option to start "new year" journal entries with a user-defined number
36. Allow system to automatically assign number to budget transfers and start new year with a user-defined number

37. Option to default vendor, invoice number, invoice date, and due date from previous transaction within no PO payment menu selection
38. Ability to disallow by yes/no flag the usage of the account in requisition/PO charges, payroll charges, and warehouse charges
39. Automatically record system-voided checks and reflect all voided checks in AP check register

Purchasing

1. Commodity table – bid information
2. Two alternate approvers
3. Item approval
4. Can add items to existing PO
5. Next year requisitions and PO's
6. Improved query capability
7. Specify fixed assets by account range
8. Location code or organization for approval
9. Change vendor on PO
10. Print date of change order on the change order
11. Reprint purchase order with change order information included - optional
12. Modify unit of measure and stock number in change option
13. Support a separate auto-number series for next year PO's
14. Integrate change orders in reports and displays
15. Distribute requisition, PO, and change order items by quantity
16. Vendor quotes
17. Option - set length of requisition and PO numbers and zero fill

Vendor Bidding

1. New Application

Fixed Assets

1. No items identified

Attachment D

Features in Government Resource Series *NOT* in OPEN SERIES

This list is provided for your information and to assist you with determining areas of the software which may need to be included in your testing. We have attempted to identify features that we provided in the standard Government Resource Series software which are not included in OPEN SERIES applications. There may be additional features which have been overlooked.

Human Resources

1. Short Time Card entry
2. Overtime Analysis report
3. Financial Interface in Detail Mode (Detail distribution file maintains detail but posts to financials in summary mode.)
4. Unlimited number of special pay codes for an employee (California only).
5. Unlimited number of exempt deduction codes on the pay code table (California only).

Fund Accounting

1. Expenditure comparison report – sort window
2. Revenue and Expenditure Status Query – summarize
3. Discount balance on encumbrance screen
4. Pooled Cash Ledger
5. Ability to close a period and/or year
6. Ability to exclude accounts with zero balances on reports
7. Ability to roll purchase orders to "R"eserve accounts

Purchasing

1. PO Type field
2. Distribution table on Requisitions and POs
3. Commodity table – taxable flag, asset flag, search name, account and project account
4. Vendor on each line item of requisition
5. Store vendor product code
6. Requisition and Purchase Order Allocation report
7. Summary mode for PO posting
8. Blanket PO

Vendor Bidding

1. No items identified

Fixed Assets

1. No items identified

Attachment E

Software Maintenance and Support

Pentamation Application Software Maintenance and Support will be provided to Customer when the Customer begins processing data using the Application.

Pentamation Application Software Maintenance and Support will be provided by Pentamation to Customer for the charges as shown below. The fee for this service varies by Pentamation Application, and each Application has a maximum number of support hours provided per year for the contracted fee as indicated below. Should the total number of Support hours be exceeded in any one year, additional Support Service may be provided at Pentamation's then current hourly rates.

The period for the rendering of these services shall be annual and shall be automatically renewed for an additional year unless either party gives at least sixty (60) days prior written notice to the other that such maintenance and support services are not to be renewed.

Fees and Maximum Support Hours Per Contract Year:

<u>Financial Applications</u>	<u>Year 1 Maint. Fee</u>	<u>Maximum Hours</u>
Fund Accounting (Includes Accounts Payable, General Ledger, Purchasing, Revenue Tracking, and Budget Preparation modules)	\$ 3,780	40
Fixed Assets	900	10
Human Resources (Includes Payroll, Personnel, Applicant Tracking, and Attendance Tracking modules)	2,160	20
Employee Benefits	810	10
Position Control	720	10
Personnel Budgeting	810	10
Salary Projections	540	10
Vendor Bidding	<u>720</u>	10
Total:	<u>\$10,440</u>	

Attachment F

Software Installation Services

<u>Description</u>	<u>Cost</u>
Installation and Setup - Cognos (16 PCs)	2,500

Attachment G

Additional OPEN SERIES Applications and Third Party Products

Additional OPEN SERIES Applications

<u>Description</u>	<u>Cost</u>	<u>Year 1 Maint.</u>
Vendor Bidding	\$4,000	*
Personnel Budgeting	4,500	*
Employee Benefits	4,500	*
Position Control	4,000	*
Salary Projections	3,000	*
Florida Specials to be migrated to Open Series	23,000	**
Modification Pool	<u>15,000</u>	**
Total:	\$58,000	

* Included in Appendix G

** To be determined

Third Party Products

Informix SE Runtime (21 users)	\$ 5,250	\$ 840
Cognos Impromptu Report Writer - Bundle B	<u>15,985</u>	<u>3,996</u>
Total:	\$21,235	\$4,836

**Total Additional OPEN SERIES Applications
and Third Party Products**

\$ 79,235

\$ 4,836

Attachment H

Cost Summary

Migration Analysis and Coordination	\$30,000
Software Installation, Configuration and Setup	2,500
Data Conversion	11,900
Training	32,000
Travel and Living Expenses (Est.)	10,000
Additional OPEN SERIES Applications and Third Party Products	<u>79,235</u>
Total:	<u>\$165,635</u>

Annual Maintenance

Application Software	\$10,440
Third Party Products	<u>4,836</u>
Total:	<u>\$15,276</u>

REQUEST FOR CUSTOM SOFTWARE ENHANCEMENTS

ORGANIZATION: _____
 YOUR NAME: _____
 SOFTWARE APPLICATION: _____
 PEI TRAINER _____

DATE: _____
 PHONE: _____
 FAX: _____
 E-MAIL: _____

PRODUCT AREA:

Education Student Education Financials Government Financials Government Revenue

ALL requests for software modifications must be in writing on this request form. Please be specific with a detailed description of the modifications needed, and any additional items as explained in the guidelines on the accompanying page. Include additional pages if necessary.

DESCRIPTION OF REQUEST:

FOR PENTAMATION USE ONLY

Project _____	Description _____	Days _____	Cost _____

Requested Completion Date: _____
 Reason for Date: _____

NOTE: This is not a commitment date. Our best effort will be made to accommodate the requested completion date.

REQUEST PROCESSING:

Pentamation will provide a preliminary estimate briefly describing the intent of the project request. Our goal is to provide this estimate within two weeks upon receipt of the initial request. Once reviewed, this preliminary estimate must be approved and will authorize Pentamation to proceed with detailed specifications at a cost of 25% of the upper range of the preliminary estimate. Upon receipt of this approval, a detailed specifications document will be provided describing the design and development necessary for project completion. The specifications must be reviewed, approved, signed, and returned to Pentamation for processing. Upon receipt of the signed detailed specification approval (including purchase order number), the project will be scheduled. The standard charge includes the detailed specifications document, program coding and development, testing and verification, installation of final project, and user documentation written by the programmer.

GUIDELINES FOR SUBMITTING REQUESTS FOR CUSTOM PROGRAMMING ENHANCEMENTS

PRE-PRINTED FORMS

- If the output is to be printed on a pre-printed form, please include a blank copy of an original form as well as one that has been completed. Please do NOT send a photocopy, since photocopy machines tend to distort the actual form layout. If an original form is unavailable, please send an acetate or "blue line" from the printing company.

REPORTS

- Send a sample report or layout on a separate sheet. Specify the type of printing method to use (e.g. laser or impact). Clearly define all totals and subtotals. Describe each field on the report including where the data comes from, how the field is calculated, and the format of the field. For example, "print the birthdate in the format mm/dd/yy". Please include any special edits or verification processing needed. For example, "print the first 20 positions of the department name".
- Identify the selection criteria needed, and all fields for sort orders, breaks, and totals. For example, the statement can read, "Report on any department or all departments. Sort the report by department and then alphabetically by employee name. Print totals for the identified columns and skip to a new page when the department changes, with department totals for salaries and deductions."
- All reports are formatted by default for six (6) lines per inch with 66 lines per page. If the report requirements are different, the new page dimensions must be provided.
- For the state-mandated reports, include a copy of an actual report to be submitted to the state. Include all documentation as provided by the state. Indicate how records are identified for inclusion or exclusion. For example, "Retirement report should contain only those employees with a deduction of "RET" and a YTD amount not equal to zero."

SCREEN CHANGES:

- For screen modifications, include a printed copy of the existing screen, complete with notations as to what revisions are required. If a new maintenance screen is needed, please provide a draft of how the screen should appear, complete with field descriptions and formatting needs.

CALCULATIONS

- Explain in detail how calculations should be accomplished, including examples for clarification. For state-mandated requirements include all documentation provided by the state. If the state accepts more than one calculation method, Pentamation may only support one method. If there is a preference as to which calculation method to use, please indicate such for consideration as to which method will be supported.

MAGNETIC MEDIA

- Include all documentation provided by the intended recipient. This should include character/data format, header/data record layout, blocking factor, and type of media (tape, diskette, or electronic transfer). NOTE: If tape media is required, Pentamation will only support unlabeled tapes.