

Project Code: Monroe County Schools-PS-2018-57797
Prepared On 10/2/2018
Prepared By Donna Laforet
Reseller Monroe County Schools
End User Monroe County Schools

STATEMENT OF WORK

PRIMARY CONTACT INFORMATION

	FileBound	Monroe County Schools
Contact	Donna Laforet	Suanne Lee
Role	Manager Services	
Email	dlaforet@uplandsoftware.com	suanne.lee@keysschools.com
Office		
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REVISION HISTORY

Version Number	Date	Description	Author
v.1	10/2/2018	Baseline Document	Donna Laforet
	05/24/2019	Added specific verbiage on page 4	Donna Laforet
Final Draft	10/2/2018		Donna Laforet

1. AGREEMENT TERMS

This Statement of Work ("**SOW**") is made as of 10/2/2018 ("**SOW Effective Date**") by and between Upland Software, Inc. (hereinafter referred to as "FileBound") and Monroe County Schools, pursuant to the Reseller Agreement (the "**Agreement**") entered into by and between FileBound and Monroe County Schools.

The terms of the Agreement are incorporated by reference herein. Except as specifically stated herein, each defined term utilized herein shall have the same meaning as is assigned to it in the Agreement.

Capitalized terms used without definition in this SOW shall have the same meaning as in the Agreement. In the event of any inconsistency or conflict between the Agreement and this SOW, the terms and conditions of this sow shall govern and control.

If not fully executed, this SOW expires 30 days after the SOW Effective Date.

2. DESCRIPTION OF WORK

Monroe County Schools-PS-2018-57797 (the "**Project**"). FileBound shall design, change or develop customized components (the "**Products**") detailed in section four (4) utilizing discovery information provided by Monroe County Schools.

3. SOLUTION AND DESIGN SUMMARY

#	Task	Hours	Notes
1	Contract Summary Routing Sheet Workflow		
2			
3			
4			

4. SCOPE OF WORK

FileBound shall provide the following Services (the "**Services**"), without limitation:

Contract Summary Routing Sheet – create workflow per the following.

Create Routing form – web based form

Create 2 projects – 1 main project, 1 lookup project

Main Project:

- Create automatic contract request number – for filing
- Index Values: Effective Date, Expiration Date, Contract With, Department

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

CONTRACT SUMMARY ROUTING SHEET	
SECTION ONE:	
Contract with: _____	Effective Date: _____
Contract value: _____	Expiration Date: _____
Budget Coding: _____	
Contract Purpose/Description: _____	

Contract Originator: _____	
(Name)	(Ext)
Reviewed by Dept Dir/Supv/ School Principal: _____	
Executive Director of Originating Dept.: _____	

	<u>Date In</u>	<u>Reviewer Signature</u>	<u>Date Out</u>
1. LEGAL: <i>Comments:</i> _____	_____	_____	_____
2. HR: <i>Comments:</i> _____	_____	_____	_____
3. RISK: <i>Comments:</i> _____	_____	_____	_____
4. FINANCE: <i>Comments:</i> _____	_____	_____	_____
5. PURCHASING: <i>Comments:</i> _____	_____	_____	_____

Form Workflow:

This workflow will be setup for FileBound users only. There will be no interaction to vendors who do not have login rights to FileBound?

1. Contract Originator fills out the area at the top bold square - shown in the green. Form will require attachment button - They attach several documents (contract or contract refusal, insurance or waiver, relationship, debarment, etc). Each document type to have its own divider.
2. Department Director, Supervisor, or School Principal approves (supervisor of the contract originator) – shown in red. Monroe Schools will provide CSV or database of users who fill out the form with their associated Director/Supervisor/Principal. This is required for routing the document to approver1 and approver2. The other way to do this is to provide a Director/Supervisor/Principal drop down lists in the form and allow the originator to pick who their approvers will be.
3. Executive Director for that Department reviews and approves - shown in grey
4. Legal reviews and approves – shown in yellow
5. HR reviews and approves - shown in purple
6. Risk reviews and approves - shown in orange
7. Finance reviews and approves - shown in pink
8. Purchasing reviews and approves - shown in blue
9. Superintendent review and signature – His signature would not be on this form but rather the actual contract.
10. Currently we upload into Optiview and post to web.

At any approvers step the approver will be able to route the request back to the originator. After the originator fixes the item in question, the request will be sent directly back to the approver who had an issue with it. It will NOT go back through the entire workflow.

Users will be able to add additional supporting documents to the project however the project will be locked down so that users can not delete documents that were reviewed and approved by other reviewers. FileBound can be setup with any security rights required by Monroe County Schools. Users/Groups can be setup so that they do not have delete rights however administrators would have the rights to delete documents if required.

An escalation can be added to specify that if the routing sheet has not been reviewed in 2 days(timeframe to be determined by Monroe Schools) by any of the department approvers, an email will be send to the approver for every escalation period specified. All approvers must sign prior to the form being sent to the Superintendent for approval. It is recommended though that each group has 2 approvers – 1 main and 1 backup in case the main approver is out of the office for an extended period of time.

Alternate approvers can be added to groups allowing for form review even if someone is out on vacation or medical leave.

- FileBound will create a separate monitoring workflow to watch the expiration date and send an email to a responsible user letting them know the expiration date is approaching. This is a very

simple workflow that runs at specified periods(ever day at midnight) which will retrieve the expiration date for the documents in the system and if it is within a certain period of time(30 days, 60 days) an email will be sent to a specified person notifying them that the contract will expire within the time period specified.

5. PROJECT SCOPE EXCLUSIONS

Additional workflow customizations, template design, office automation customization and custom code are considered out of scope and will require a separate Professional Services engagement.

1. Implementation of products or services not set forth in this SOW
2. Troubleshooting issues related to the Client's IT Infrastructure
3. Installation of Non-Upland software, server, workstations or any other hardware
4. Conversion of another enterprise content management system's data into FileBound.
5. Export of data to unspecified 3rd party systems
6. Configuration changes outside the scope of the final agreed upon solution
7. Custom code through the technical services team, custom workflow plugins, cold overlays, ERM processing, capture indexing template setup, custom office automation plugins, solutions from the FileBound Solution Marketplace, and any other unpublished features of FileBound Server.
8. Software source code unless agreed upon, at Upland's option, by separate contract prior to, and in conjunction with, the signing of this Statement of Work. Upland retains all intellectual property rights to all customizations. Additional fees for source code may apply.

6. REMOTE CONNECTION INDEMNITY AGREEMENT (PREMISE SYSTEMS ONLY)

Monroe County Schools requests that Upland Software, Inc. remotely access Monroe County Schools servers, databases, applications or other components of Monroe County Schools information technology systems as needed, from time to time, to provide maintenance, consulting, support or other services to Monroe County Schools. Monroe County Schools understands and acknowledges that certain risks are involved with a Remote Connection and that Upland Software, Inc. cannot guarantee that the performance of any service included in, or associated with, a Remote Connection will be successful, or that data loss or destruction of any components of Monroe County Schools information technology system will not occur as a result of a Remote Connection.

In consideration of Upland Software, Inc. conducting a Remote Connection, Monroe County Schools, on behalf of itself and its affiliates, successors and assigns, hereby waives, releases and discharges Upland Software, Inc. and its board members, officers, directors, agents and employees (collectively referred to as the "Released Parties") from any and all liability that may result, directly or indirectly, from such Remote Connection, and hereby waives all right and remedies it (or its affiliates, successors or assigns) may otherwise have against the Released Parties arising out of such Remote Connection.

In further consideration of Upland Software, Inc. conducting a Remote Connection, Monroe County Schools, on behalf of itself and its affiliates, successors and assigns, hereby agrees to defend, indemnify and hold harmless the Released Parties

from and against any and all liabilities or claims made by other individuals or entities as a result of such Remote Connection, including, without limitation, damages, demands, losses, settlement costs, attorneys fees and other expenses.

Monroe County Schools hereby acknowledges and declares that they have read and understand the statements above. Monroe County Schools signature on this statement of work indicates complete understanding and acceptance of this Remote Connection indemnity agreement.

7. DELIVERABLES

FileBound shall deliver to Monroe County Schools the following products:

1. See Section 4 – Statement of Work

Deliverable(s) shall not include software source code unless agreed upon, at FileBound's option, by separate contract prior to, and in conjunction with, the signing of this Statement of Work. FileBound Retains all intellectual property rights to all customizations.

8. SCHEDULING

The Services shall be provided during a term commencing as of the SOW Effective Date and ending 180 calendar days thereafter, or until final delivery of all Deliverables and Services, whichever is later, unless otherwise amended or terminated as provided in the Agreement.

Estimated start date and time to completion depends upon availability of Implementation resources. Monroe County Schools will be notified of tentative schedule and other considerations within 48 hours of FileBound receipt of signed SOW by your FileBound implementation project manager.

9. CHANGE ORDERS

All changes with respect to deliverables or scope of this project will be documented as a Change Order by the FileBound implementation team. Change orders may incur additional cost; require additional time to implement, or additional resources and skills in the development and implementation process.

After Change Order execution, the project timeline and scope will be adjusted accordingly. The Project Manager will report these adjustments to Monroe County Schools or their agent and Services will re-commence.

10. PROJECT TESTING AND ACCEPTANCE

FileBound shall assume a ten (10) business day UAT period commencing upon deliverable(s) handoff. The FileBound implementation project manager shall contact the customer weekly during this period. At the end of the UAT period, FileBound shall contact Monroe County Schools. SOW shall be considered complete upon confirmation of Monroe County Schools or upon expiration of ten (10) business day's post- UAT period end date, whichever comes first. During this time frame, support will be handled via the FileBound PS Department and/or in conjunction with FileBound Support.

11. COMPENSATION

FileBound shall provide all Services and Deliverables to Monroe County Schools under this Statement of Work for the Fixed rate of Twelve Thousand dollars (\$12,000.00) and shall invoice for 50%(6,000.00) upon signage of the statement of work and the final 50%(6,000.00) upon completion of the workflow.

FileBound Resources	Qty	Unit Price	Cost (USD)
Technical Resources	60	200.00	12,000.00
Total			12,000.00

12. STATEMENT OF WORK SIGN-OFF

SOW shall be signed by Monroe County Schools or an authorized representative of Monroe County Schools. Technical work will be tentatively scheduled in preparation of this SOW but will not commence until this SOW is signed. All work will be performed to the specifications and outline of this document. Any work falling outside of these specifications are considered out-of-scope for this SOW. This configuration is based on discovery investigations. If additional customization is required after implementation, it shall be scoped out as a separate Professional Services engagement.

13. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Statement of Work.

Monroe County Schools

Printed Name

Signature

Title

Date

Upland Software, Inc.

Brent Poppe
Printed Name

Signature

Professional Services Practice Director
Title

Date