

MODIFICATION #3
TO
SOFTWARE LICENSE AND SERVICES AGREEMENT
CONTRACT #00006742

In accordance with the Spotsylvania County Contract Agreement for Software License and Services Agreement Modification #3 is made as of _____, 2018 by and between Spotsylvania County, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and SUPERION, LLC, a Florida Limited Liability Company, duly licensed to do work in the Commonwealth of Virginia ("CONTRACTOR"), and successor in interest to SunGard Public Sector.

WITNESSETH:

WHEREAS the COUNTY and the CONTRACTOR entered into an Agreement made as of March 13, 2014, for Software License and Support to upgrade the County's current Financial Software Package to CONTRACTOR'S Superior ONESolution Financial Software Package ("AGREEMENT"); and

WHEREAS the COUNTY and the CONTRACTOR entered into Modification #1 to Software License and Services Agreement Contract 00006742, dated August 15, 2014 ("Modification #1"); and

WHEREAS the COUNTY and the CONTRACTOR entered into Modification #2 to Software License and Services Agreement Contract 00006742, dated March 22, 2018 ("Modification #2"); and

WHEREAS the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to enter into this third modification to the Agreement.

NOW, THEREFORE, the COUNTY and the CONTRACTOR, in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby agree to accept Superior, LLC, Add-On Quote#Q-00007083 dated July 31, 2018, attached hereto and incorporated herein, to the Agreement ("Modification #3). This Modification #3 increases the contract amount by ONE MILLION ONE HUNDRED FIFTY THOUSAND TWO HUNDRED FORTY DOLLARS (\$1,150,240.00).

Original Contract Amount (March 13, 2014):	\$563,871.00
Modification #1 (No Charge)	\$ 0.00
Modification #2 (Increase)	\$ 50,000.00
Modification #3 (Increase)	<u>\$1,150,240.00</u>
Contract Amount Incorporating Modification #3	\$1,764,111.00

Appropriation of Funds. The obligation of the COUNTY to pay compensation due the CONTRACTOR under this Modification #3 or any other payment obligation under any contract awarded pursuant to the Agreement is subject to appropriations by the Spotsylvania County Board of Supervisors to satisfy payment of such obligations. The COUNTY'S obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the COUNTY will not be obligated to make any further payments beyond the amount appropriated for payment obligations under the Agreement and Modifications. The COUNTY will provide the CONTRACTOR with written notice of non-appropriation of funds within

thirty (30) days after action is completed by the Board of Supervisors. However, the COUNTY'S failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated. The COUNTY covenants and agrees that it will make appropriate requests for budget appropriations for future fiscal years, in amounts that are consistent with the performance of this Modification #3 and as necessary for the scope of work, before requesting additional products or services from the CONTRACTOR. The COUNTY further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from the CONTRACTOR the services set forth in this Modification #3.

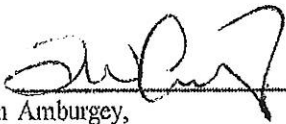
Except as provided herein, the AGREEMENT as modified by Modification #1 and Modification #2 remains unchanged and in full force and effect.

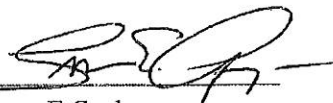
IN WITNESS WHEREOF, the parties hereto have caused this Modification #3 to be duly executed by their duly authorized officials as of the date first written above.

SPOTSYLVANIA COUNTY, VIRGINIA

SUPERJON, LLC.

By: _____
Mark Taylor Dated
County Administrator

By:  8/29/18
Tom Amburgey, Dated
General Manager

Approved as to form: 
Susan E Cooke
Deputy County Attorney



Add-On Quote

Quote Prepared For:
Rebecca (Beckie) Forry, Controller
Spotsylvania County
First Determining Correct Address
Spotsylvania, VA, 22553
(540) 507-7597
Date: 07/31/18

Quote Number: Q-00007083 **Valid Until:** 10/29/18

Quote Prepared By:
Bruce Duncomb, Sr. Account Executive
Superion
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: (952) 237-7328 Fax:
bruce.duncomb@superion.com

Thank you for your interest in Superion and our software and services solutions. Please review the below quote and feel free to contact Bruce Duncomb with any questions.

Professional Services Installation & Configuration

Product Name	Amount
ONESolution Finance Installation	\$8,400.00
Total	\$8,400.00

Development & Conversion

Product Name	Amount
Data Conversion	\$28,800.00
ONESolution Finance Development	\$75,000.00
Total	\$103,800.00

Technical Services

Product Name	Amount
Contingency Services	\$152,600.00
Total	\$152,600.00

Consulting Product Name

Amount



Workflow Dev. & Training	\$88,000.00
Report Dev & Training	\$112,000.00
Cognos BI: Consulting Services	\$5,400.00
Total	\$205,400.00

Training

Product Name	Amount
Consulting and Training	\$381,440.00
Cognos BI: Training Services	\$45,000.00
System Admin & DBA Training	\$2,800.00

Total	\$429,240.00
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Project Management

Product Name	Amount
ONESolution Finance Project Management	\$100,800.00

Total	\$100,800.00
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Total Professional Services	\$1,000,240.00
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Summary

Product/Service	Amount
Professional Services	\$1,000,240.00

Subtotal	\$1,000,240.00
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Total	\$1,000,240.00
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Travel Estimate:	\$150,000.00
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Total with Travel:	\$1,150,240.00
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See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

All services are billed as incurred per attached Statement of Work.

Contingency Services as established by the Statement of Work are to be documented with Change Orders defining hours worked and services provided.



This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed herein comprises an Exhibit "Exhibit 2," attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

The date of delivery is the date on which Superion delivers, F.O.B. destination, the Component Systems to Customer.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by Superion to Customer.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, Superion reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to Superion at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superion's then-current rates for the services at issue.

For training and on-site project management sessions which are canceled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses



Rebecca (Beckie) Forry, Controller
Spotsylvania County

Authorized Signature: _____ Printed Name: _____

Date: _____

Additional Information Section

Product Notes:

Superion Travel and living expenses are an estimate. Actual expenses will be charged per Superion's travel policy, and subject to the terms of the overarching Agreement.



Scope of Work

Introduction: This document is the Statement of Work (SOW) for the implementation of Financial, Human Resources, and Payroll Information Management software and related services only with respect to the Solution software expressly identified in the Order (the "Agreement") for **Spotsylvania County, VA** Customer (the "Customer"). Superior ("Superior") will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the ONESolution Software solution. The SOW is an attachment incorporated as part of the Agreement signed by Superior and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement. The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Scope Overview: Spotsylvania County, VA is a current Customer using Superior's NavLine Finance product. The County and Superior are creating this SOW to define the project scope for moving to Superior's ONESolution Finance, Human Resources and Payroll product. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

Superior has provided a Finance and Human Resources/Payroll Business Process Review that will be used by both the County and Superior to guide the project scope.

1.1. Overall Timeline & Phases

The Preliminary Implementation phasing is as outlined below. During project planning, Superior and the Customer will build the actual project plan and schedule which will then be updated and maintained throughout the project.

Phase 1 – Go live 7/1/2019 General Ledger/Core Finance (GLCF)

Contract Management*	Purchasing*	Accounts Payable	Bank Reconciliation^
Fixed Assets	Accounts Receivable	Cash Receipts	Budget
General Ledger	Job Ledger (Projects)	Project Allocation~	

Phase 2 – Go live 1/1/2020 Human Resources/Payroll (HRPY)

Position Budgeting	Human Resources	Payroll	Personnel Actions*	Employee Online*
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Phase 3 – Go live no later than 12/31/2020

Bid & Quote Management*	Grants Management*	Professional Development*	Stores Inventory*
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* Modules will be replacing a decentralized and/or paper-based system.

^ Module will replace an in-house written program.

~ Module will provide new functionality currently not available.



Summary of Hours

The following includes a summary of the estimated hours included in the Professional Service Fees to move the Customer from Naviline to ONESolution.

Service	Hours	Description
Installation of ONESolution and Data Migration:		
Installation of Upgrades and creation of Test account	48	Upgrade of current Pre-prod environment to current version and creation of Test environment. This also includes up to 3 additional upgrades during the project.
Data Conversion	144	Superion will convert agreed upon data 6 times per suite for a total of 12 total data conversions. (GLCF & HRPV). Per suite this includes 4 conversions during implementation, 1 conversion previous to final testing, and 1 final conversion prior to go live.
SA/DBA Training	16	Training for Administrator
Cognos Upgrade	24	Install of Cognos in test account and future upgrades to Cognos
INSTALL TOTAL	232	
Naviline to ONESolution services:		
Project Management	630	Superion will provide a Project Manager who will work with the Customer Project Manager to oversee all aspects of the project and provide consulting related to process improvement.
ONESolution Consulting/Training	2384	Superion has included the following hours to work with the Customer and to provide consulting, training, configuration, and testing for all modules listed above including the Security, Navigation, and workspaces. These hours to be used on all features and processes the Customer would like to improve based on best practices and use of ONESolution.
Workflow Development & Training	550	Superion has included hours to assist the Customer with Workflow development outlined in this SOW and any other adhoc Workflow requested by the Customer. Superion will provide Workflow assistance up to the hours included in this agreement. Superion has included hours to train customer on Workflow development and maintenance. Training includes 1 week of training and 2 additional weeks for workshops/training.
Report Development	700	Superion has included hours to assist the Customer with Report development as requested by the Customer. Superion will provide Report development and assistance up to the hours included in this agreement.
Superion Analytics (Cognos Business Intelligence BI) Training	200	Superion has included hours for training on Cognos BI. Superion will provide training to the hours in this agreement.
Development Services	375	Development services to cover Employee Online (Est 56 hours), Forms (Est 84), and integration services (Est 235 hours)
NAVILINE TO ONESOLUTION SERVICES TOTAL	4,839	
TOTAL ESTIMATED SERVICE HOURS	5,071	
Additional Services	763	Hours to be used as needed for additional consulting, training, or development including workflow and reporting.
TOTAL ESTIMATED HOURS	5,834	

1.2. Scope of Services

The following describes a more detailed description of the services to be provided within in this Statement of Work.

Scope Definition		Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
1. Installation & Conversion Services Scope				
Installation Services	These services are for upgrading the current ONESolution to the most current release. It also includes additional services for future releases during the project including hot fixes (if applicable)	- Completed Pre-Install Checklist - Attend Discovery Call	- Pre-Install Checklist - Discovery Call - Completed Upgrade	
SA/DBA Training	SA/DBA Training is ONESolution system administration training. These sessions will be handled via remote distance learning.	Attend Training	- Agendas – One week prior to session. - Distance Learning Log – Within 1 week of session.	
Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the new production environment.	Validate Account	- Discovery Call - Statement of Work	

Installation and Conversion Scope Requirements and Notes:

- Superion will complete all installation remotely. System administrative training comes standard with all ONESolution installations which will be completed remotely and be scheduled over 3 sessions for a total of 8 hours. The Customer has added an additional 3 sessions for a total of 16 hours in system administrative training. Superion will train the Customer on doing a data refresh from Production to other environments as part of admin training.
- Superion will create one Production Account and one Test Account as part of the Agreement. Additional environments will require additional hours added to the Agreement by mutual written agreement at Superion's prevailing rates.
- Application Server Load balancing and farm setup are the responsibility of the Customer.
- Superion has included hours to conduct 12 total conversions per phase of the project.
 - Superion will convert agreed upon data 6 times per phase:
 - One (1) initial full conversion
 - Up to three (3) mid-point full conversion

- One (1) additional conversion will be executed prior to Integration and parallel Testing.
- One (1) final conversion will be executed prior to and coordinated with scheduled go live.

- Superion will use the Naviline Conversion Model. The following data has been identified as data needing to be converted from Naviline to ONESolution and is included in the services identified in this SOW. The Customer will need to provide a cross-walk table for the conversion of chart of account value fields. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by Superion. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Functional Area	Data	Type/Quantity
General Ledger	Financial account balances, transaction history, annual budgets	3 years – 7/1/2016 to 6/30/2019
Accounts Payable	Vendors, transaction history. Assist with purge function of all inactive vendors with no payment activity after 6/30/2016.	3 years – 7/1/2016 to 6/30/2019
Accounts Receivable	Customers, transaction history	3 years – 7/1/2016 to 6/30/2019
Payroll	Employee payment history. Superion recommends 5-7 years, 10 years is the max.	Up to 10 years. 1/1/10-12/31/19
Human Resources	Employee personnel data including pay assignments, employee tracking information	To be determined
Fixed Assets	Assets and all associated codes/depreciation schedules	All active and inactive assets

- Data conversion development is the joint responsibility of the Customer and Superion. Customer will be responsible for completing conversion crosswalks as well as leading the validation of data. Superion and Customer will work together to accomplish importing the data from Naviline to ONESolution utilizing the Naviline conversion programs and crosswalks.
- Custom screens and fields are not part of the standard conversion program. If this data is required to be converted, Superion will work with you to provide design considerations and level of effort estimates for additional Customer expense or the data may be manually entered after the final conversion.
- Superion's development team will adjust the conversion program as needed, at no charge to the Customer, if a non-custom issue is found. The Customer will be responsible to get the legacy data "conversion ready", meaning it is clean (duplicates, typos, missing information, etc. have been corrected in Naviline)



2. Development Services Scope

Interface Assistance	Interface development is the joint responsibility of the Customer and Superion. ONESolution contains standard utilities for some modules that support numerous data import and export requirements. If Customer needs go beyond the standard utilities, Superion will work with the Customer to provide design considerations and level of effort estimates. This SOW includes a pool of funds available for interface development at contracted rates. Each interface will be scoped to provide an estimated level of effort to be approved by both parties prior to initiation of work.	Discovery call Provide input, requirements, and two existing file samples Sign off on interface scope Develop mapping for interface Participate in training on upload utilities Test interface Provide sign off	Discovery call Assist Customer in creating interface scope Work with Customer to create interface Train Customer on upload utilities Provide support Make needed revisions after testing
Interface Assistance Requirements and Notes: - Superion is not responsible for the applicable third party software, third party hardware or third party system software costs which may be required for the development of interfaces. The Customer is responsible for any necessary communications with third party vendors if necessary to accomplish the interface. - Additional requests or changes to the interface's SOW may incur additional charges to be approved in advance by both the Customer and Superion. - The Customer must maintain a NaviLine test account, which is at a compatible version. - The Customer is responsible for validating all data transferred into ONESolution and data transferred from ONESolution to another application. - Customer will provide Subject Matter Experts what are familiar with existing data structures in the legacy system to assist with the interface process. - Final determination of the interface method will be determined after analysis of the interface requirements. - Superion will train the Customer on using the upload utilities and assist in automating where applicable.			
Reporting Assistance	Standard reports and associated report development training will be provided and included under this scope of work. If Customer needs go beyond the standard reporting available, Superion will work with the Customer to provide design considerations and level of effort estimates for the development of reports within Cognos Analytics. This SOW includes a pool of funds available for report development at contracted rates. Each new or modified report will be scoped to provide an estimated level of effort to be approved by both parties prior to initiation of work.	List all needed reports in the report scope document and prioritize Discovery call Provide input, requirements, and report samples Sign off on report scope Test reports Provide sign off	Assist Customer in creating scope document Discovery call Create or modify report and deliver Provide support Make needed revisions after testing

Reporting Assistance Requirements and Notes:

- Superior utilizes the following rules when scoping hours identified while creating the reporting plan:
 - **Simple** – list report with basic calculations and formatting. Report templates can be utilized the majority of development. Typically, one query handles the report information. Can be prompted and filtered. Estimate 8 hours.
 - **Medium** – report containing more advanced calculations and formatting. May need more than one report query to retrieve the data, master-detail relationships may be needed. Typically includes several prompts. Estimate 16 hours.
 - **Complex** - Highly formatted report which may contain more than one list or report object and multiple developed pages, contains complex calculations such as a running balance, may have conditional formatting and multiple levels of summarization. Financial Statements typically fall under this category. Estimate 32 hours.
- Superior will train customer on how to create new reports or modify existing reports.
- Superior standard reports may need additional configuration based on the Customer's specific chart of accounts and other set up.

Scope Definition	Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
Workflow Assistance	Standard workflow models and associated workflow model training and assistance will be provided and is included under this scope of work. If Customer needs go beyond the standard workflow models available, Superior will work with the Customer to provide design considerations and level of effort estimates for their development. This SOW includes a pool of funds available for all workflow development at contracted rates. Each new or modified workflow model will be scoped to provide an estimated level of effort to be approved by both parties prior to initiation of work.	• List all needed workflows in the scope document and prioritize • Discovery call • Provide input, requirements, and flowcharts • Sign off on workflow scope • Test workflow model • Provide sign off	• Assist Customer in creating scope document • Discovery call • Create or modify work flow and deliver • Provide support • Make needed revisions after testing

Workflow Assistance Requirements and Notes:

- The standard workflows include the following and will be configured to meet the Customer's business process including requirements that may be different between departments.
Financial Workflows:
 - **PR Approval** – Purchase request model. Model can be built to use standard PO generated PDF to be emailed to vendors.
 - **AP Approval** – Accounts payable invoice processing model.
 - **JE Approval** – Journal entry approval with auto distribution.
 - **BU Adjustment** – Budget adjustment model with approval and auto distribution.
 - **Approval Notification** – A nightly notification model to notify approvers if they have pending approvals in their queue.
 - **CM Approval** – Contract approval model.
 - **CM Amendment** – Contract amendment approval model.

Workflow Assistance Requirements and Notes (Cont'd): Payroll and Human Resource Workflows:

- **New Hire** – a notification workflow with no approvals. The model will notify IS to setup an e-mail account for the employee and also notify Payroll that a new person has started.
- **License/Certification** – a notification workflow with no approvals. The model would look at the expiration date of the license/certification and notify the employee that it is about to expire.
- **Termination** – This workflow will let IS know to de-activate the email and other security of a person who is terminated. It will also notify Payroll.
- **Employee Online** – These (5) workflow models are used for notifying HR when an employee makes changes in Employee Online.
- Superion standard workflow models will need configuration based on the Customer specific business practices and requirements. Customer will define the approval process and requirements for each model.
- Customer will provide workflow flowcharts and written details for all workflow models Superion has agreed to develop.

Scope Definition	Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
Forms Assistance	Superion has included the following forms in this scope of work. Superion will provide standard form samples the Customer will use to choose the necessary forms. 1 Purchase Order 1 Accounts Receivable: 1 invoice and 1 statement 1 Accounts Payable Check Easy Laser Form and EFT 1 Cash Receipt 1 Payroll Check Easy Laser Form and EFT 1099 and W2s – Created as part of each calendar year end 1095-C/1094-C – Part of the standard Regulatory Application	• Select specific forms to be used • Determine changes required • Discovery call • Sign off on Forms scope and requirements • Test forms • Provide sign off	• Provide standard ELF forms • Discovery call • Create or modify forms and deliver • Provide support • Make needed revisions after testing
Forms Assistance Requirements and Notes:			
• Superion will create one version of each form. If multiple versions of any one form is requested additional charges will apply. • Customer will use one Superion's standard formats which includes updating organization name, bank, logo, micr and signature. • Customer will supply organization and bank information and logo as necessary. • Customer will supply Customer signature(s) for checks • Customer will test checks with bank.			

3. Consultant Services Scope

Consulting Assistance	Superion will provide consulting and configuration services under the scope of this agreement. Topics and agendas may be adjusted during the implementation based on needs assessment and agreement between the customer and the Superion Project Manager. The majority of consulting will be conducted onsite, but remote sessions will be included throughout the project.	- Participate in all phases of the project - Provide business requirements and describe current business processes and practices - Participate as necessary in setup and configuration - Participate and review documented configuration decisions	- Lead and participate in all phases of the project - Provide thorough business process review and make recommendations - Set up and configure system - Document and record the configuration decisions
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Consulting Assistance Requirements and Notes:

- Staff with the appropriate skills and experience will be furnished by Superion for each consulting session or other review activities.
- Customer will verify configuration and work with the consultant during the testing period. Customer will provide feedback regarding needed changes and work collaboratively on retesting and verification
- The Customer will supply SME's in all areas of the software and will provide information to Superion consultants on business processes, policy, and information in order to set up and configure all areas of ONEsolution.
- Superion consultants and trainers will provide a written trip report after each scheduled onsite visit within five (5) business days. The trip report will include the high level topics covered, accomplishments, key decisions made, homework for the Customer, open items, and topics to be covered in next future visit.



Training Assistance

Superion will use the train the trainer approach. Superion will train the Customer's Core Functional Users and the Customer will train the End Users as part of this project.

1. Core Project Team

Superion will conduct the following types of training with the Customer's core project team:

- **Module overviews** – Superion will provide the Customer with an overview and understanding of all ONESolution modules included in this SOW.
- **Navigation** – Superion will provide basic navigation on the user interface
- **Security** – Superion will train the Customer on all aspects of how to set up and use the Security components in ONESolution. Customer is responsible for overall Security setup and configuration after training.
- **Analytics** – Superion will provide training on the COGNOS Business Intelligence tools including Dashboards and report development.
- **Configuration** – Superion leads the setup of all modules and does Superion configuration testing
- **Processes** – Superion will train the Customer on all ONESolution processes outlined in the Core Project Team Training Plan. Once the system is adequately configured, the Customer will apply the training by entering actual work into ONESolution modules. Customer will be able to complete testing and verification of ONESolution based on the training provided. Customer will test core processes in ONESolution based on the training provided. Customer is expected to enter real data into ONESolution to determine if there are situations which were not addressed during ONESolution training. This is a targeted testing based on customer's actual business processes. Results should be captured by the Customer and addressed by Superion.

2. Lead End User

- End users are defined as staff who are regular user of the ONESolution application but are not part of the core project team and did not attend core project team training. End user will be attending training 15-45 days prior to going live per the phased implementation approach. Customer will lead the training with assistance from Superion with the creation of the following deliverables:

TASK	SUPERION ROLE	CUSTOMER ROLE
Creation of an End User Training Plan	Assist: Provide input on training plan	Lead: Lead creation of an end-user training plan
Development of user guides	Assist: Provide sample generic guides	Lead: Customer to update the guides based on Customer specific processes.
Development of training materials and exercises	Assist: Assist Customer with training materials and classroom exercises	Lead: Lead the creation of end-user training materials and exercises
Development of training data	Assist: Assist Customer with creation of training scenarios	Lead: Lead the creation of necessary data needed to train users
Delivery of traditional classroom training	Assist: Assist Customer in preparation for end user training	Lead: Lead training of Customer end users





Scope Definition	Scope Description	Customer Deliverables/Actions	Superion Deliverables/Actions
Post Live Support	Superion will have consultant's onsite to ensure a successful go live with all critical business requirements working effectively. Superion and the Customer will agree on timing of both the go live and post go live visits and this will be documented in the cutover plan. Phase 1 – ○ 2 onsite visits by one general ledger consultant for go-live and post go-live ○ 2 onsite visits by one financials consultant for go-live and post go-live ○ 2 onsite visits by one tools consultant for go-live and post go-live Phase 2 – ○ 2 onsite visits by one human resources/payroll consultant for go-live and post go-live ○ 2 onsite visits by one tools consultant for go-live and post go-live Superion will train and assist on all first time events post live i.e. Year-end processing, budgets.	• Prepare a cutover plan • Participate in all necessary pre go-live, go-live and post go-live activities • Run ONESolution software as configured and per functional requirements • Maintain a punch list of go-live issues for remediation. Issues should be prioritized	• Assist the Customer with the creation of a cutover plan • Support Customer during pre go-live, go-live and post go-live events • Make sure system performs all functional requirements • Work with the Customer to remediate assigned punch list items
Other Activities	• Modification/Enhancement Scope: The Customer does not have any Component System Software modifications or system customizations in scope for this project. If Component System Software modifications or customization needs are identified during the project, the Customer and Superion will follow the scope change process which will describe the additional scope of work and payment of associated fees due. • Testing Approach: During each phase of services as provided under this Statement of Work, the Customer will test all components of the Software as configured, as well as business processes, the reports, data conversion, interfaces, workflows, and customizations (if any). Superion will supply standard testing scripts to be used by both Superion and the Customer to capture testing results. Superion will assist and the Customer will lead in creating scripts specific to the Customer processes.		

4. Project Management Services Scope

Project Management	Superion provides project management as part of the scope for this project. Superion’s project manager will be participating remotely as dictated by the mutually agreed upon project plan and schedule. It is estimated that the Superior Project Manager will work an estimated 24-30 hours per month on the project depending on the phase and stage of the project.
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1.3. Project Governance and Requirements

The following provides an overview of committees and positions for Superion and the Customer.

Customer

Project Sponsor

The Customer’s project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project’s overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the Customer.

Steering Committee

The Customer’s Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member’s department along with other department directors. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Steering Committee also serves as primary level of issue resolution for the project.

Project Manger

The Customer’s project manager will coordinate project team members, including subject matter experts (SMEs), and the overall implementation schedule. The Customer Project Managers will be responsible for reporting to the Steering Committee and providing the majority of the Customer’s change management communications and coaching. The Customer Project Manager will also be the primary point of contact for the project and will coordinate all Superion activities with the Superior project manager.

Project Core Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas. The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager and Steering Committee.

Superion

Project Sponsor

- Provide support to Customer Project Manager in reporting project progress to Steering Committee as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

Project Manager

- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress
- Monitor and report progress on Superion's responsibilities
- Immediately notify the Customer Project Manager and Project Sponsor/Steering Committee of any issue that could delay the project
- Fulfill all Superion project deliverables outlined in the SOW.
- Complete Software installation as per the project schedule.
- Provide Superion Staff according to the project plan
- Facilitate coordination between all Superion departments
- Monitor the work plan and schedule and make course corrections as necessary.
- Serve as the point person for all project issues. (First escalation point)
- Prepare weekly status notes along with lead weekly project calls/ meetings
- Provide issue resolution status, tracking, and procedures

Functional Leads (Consultants, Developers, and Technical resources)

- Consultants from Superion include GL/Accounting, Budgeting, Procurement, Workflow, Reporting, Human Resources and Payroll
- Work with the Customer SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Lead the ONESolution software configuration with assistance from the Customer's Functional Leads.
- Check that Software operates after configuration as per its documentation
- Assist with the resolution of issues
- Trains the Customer Core Project Team during the configuration of software
- Provides and assists with data conversion guides according to Customer specifications and this Statement of Work
- Create and deliver interface programs according to Customer specification and this Statement of Work
- Create and deliver Reports according to this Statement of Work
- Provide training on security and assist with set up
- Provide training on workflow and assist with set up according to this Statement of Work

Change Requests and Changes to this Scope of Work

Either Superion or Customer management may propose a change to this Statement of Work by submitting a Change Request to the other party. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. Hours may be transferred between services lines subject to an authorized Change Order and sufficient funding.

Use of the estimated 763 additional service hours included on page 2 of this statement of work is restricted to the consulting services outlined in this statement of work and will be charged at the rate identified within the County's contract for the specific consulting service category needed. The County will not be limited to the total estimated hours but will be capped to the total estimated amount of \$152,600. The request for use of additional hours will follow the standard change request process identified above.

Issues and Escalation Procedures

Superion and Customer will maintain a list of issues (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

The Customer and Superion project managers will review the Issues Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.



Items directly related to ONESolution will be registered with Superior's Helpdesk, and tracked in the case system.

The Customer Project Manager or the Superior Project Manager may choose to escalate and issue following the issue resolution process defined below.

Escalation Procedures

The Customer and Superior should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superior will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to Superior and Customer's Project Managers in order to maintain consistent communication between the parties.

All issues or concerns will be discussed actively and openly between Superior's Project Manager and the Customer's Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superior should escalate challenges to Superior management in the sequence below, as needed:

Contact	Phone	E-mail
Michele Leaf – Project Manager - Manager, Professional Services	530.879.5126	Michele.leaf@superion.com
Sharon Love- VP of Professional Services	407.304.3395	Sharon.love@superion.com
Todd Schulte - COO	407.304.3035	Todd.schulte@superion.com
Tom Amburgey – GM, Public Admin	407.304.3022	Tom.amburgey@superion.com
Kevin Lafeber – President & CCO	407.304.3102	Kevin.lefeber@superion.com

Escalation to Customer Management Team should be as follows:

Contact	Phone	E-mail
Mary Sorrell – Director of Finance	540.507.7597	msorrell@spotsylvania.va.us
Mark Taylor – County Administrator	540.507.7000	mtaylor@spotsylvania.va.us

FEE SCHEDULE

SERVICE	Estimated Hours	Hourly Rate	Extended Amount
<u>Installation and Conversion</u>			
Installation of upgrades and creation of test account	48	\$ 175.00	\$ 8,400
Data conversion	144	200.00	28,800
SA/DBA Training	16	175.00	2,800
Cognos Upgrade	24	225.00	5,400
Subtotal	232		\$ 45,400
<u>Consulting Services</u>			
Project Management	630	\$ 160.00	\$ 100,800
Consulting & Training	2384	160.00	381,440
Workflow Development & Training	550	160.00	88,000
Report Development	700	160.00	112,000
Cognos Report Training	200	225.00	45,000
Development Services	375	200.00	75,000
Subtotal	4839		\$ 802,240
Services Total	5071		\$ 847,640
Travel			150,000
18% Contingency*	763	200	152,600
			\$ 1,150,240