

FINANCE COMMITTEE

MAY 17, 2023

7:00 PM

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Amy Girard, Purchasing Manager

Re: Upgrade to Hyland Onbase Version 18 (or latest version at time of upgrade) in the amount of \$42,750 Vendor
Hyland Software Department 122/Information Technology Funded from 53142 Consulting Services

UNFINISHED BUSINESS

TABLED IN COMMITTEE

From: Amy Girard, Purchasing Manager

Re: Replacement vehicles in the amount of \$57,000 funded from 81500 Vehicles/CERF

- Tabled at Finance meeting of 05/02/23

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

ADJOURNMENT



City of Nashua
Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

May 10, 2023
Memo # 23-419

TO: Mayor Donchess
Finance Committee

SUBJECT: Hyland Onbase Upgrade in the amount of \$42,750 funded from 53142 Consulting Services

Please see attached communications from Jason Toohey, IT Project/Development Manager, dated May 9, 2023 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Upgrade to Hyland Onbase Version 18 (or latest version at time of upgrade)
Value: \$42,750
Vendor: Hyland Software
Department: 122 Information Technology
Source Fund: 53142 Consulting Services

Ordinance: Pursuant to § 5-84 Special purchase procedures. A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Administrative Services Division: Information Technology, and the Purchasing Department respectfully request your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: Jason Toohey, IT Project/Development Manager
J Graziano
T Cummings



City of Nashua

Information Technology Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3300
Fax (603) 594-3434

To: Ms. Amy Girard
Purchasing Manager, City of Nashua
229 Main St
Nashua, NH 03061-2019

Date: May 9, 2023

Re: Hyland Onbase Upgrade

Ms. Girard,

The Information Technology Department needs to upgrade the City's document management and PO/PO INVOICE document processing and approval workflow software from Hyland Onbase Version 13 to Hyland Onbase Version 18 (or latest version at time of upgrade).

The reason for the upgrade is due to the following; Hyland Onbase Version 13 is no longer supported by the vendor under their standard support maintenance.

We are currently paying a 15% extended support fee by remaining on Hyland Onbase Version 13. The Outlook integration for Onbase 13 is not compatible with our current version of Microsoft Outlook (2016 and greater) which prevents users from viewing and approving invoices processed through the Hyland Onbase workflow.

Please refer to Contract # 2562451 – City Nashua, NH – Services Proposal (see attached) for a detailed cost break down for this upgrade.

The Information Technology Department recommends the Hyland Onbase Upgrade in the amount of \$42,750.00. Funding for this is available in 122 Information Technology, Consulting Services, account 22.1.550 – 53142.

Sincerely,

Jason Toohey
Project/Development Manager, Information Technology

Cc: Tim Cummings, Director of Administrative Services



PROFESSIONAL SERVICES PROPOSAL

City of Nashua, Inc.

Document Version: 6

Document Date: 14 April 2023

THIS PROPOSAL WILL EXPIRE **90**
DAYS FROM THE ABOVE DATE
UNLESS SIGNED BY BOTH PARTIES.

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Details in this document are based on information given to Hyland Software Inc. and its affiliates and, therefore, subject to change. This document does not represent a commitment on the part of Hyland Software Inc. and its affiliates until executed by both parties and incorporated by reference into a services contract in accordance with the terms of such services contract.

RFS# 44592213 / CR# 25624251 (Hyland internal request tracking numbers)
HSI#: 13625 (Hyland internal Customer number)

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INTRODUCTION

The purpose of this document (“Services Proposal”) is to define the goals, scope, fees and other important details supporting the delivery of Professional Services for one or more projects defined in the Project Areas section.

PROPOSAL TERMS & USAGE

Hyland Software Inc. (“Hyland”) is pleased to provide the following estimate for professional services related to the use of the OnBase® Information Management System software (“Software”) for City of Nashua, Inc. (“Customer”) as described in the Project Areas section of this document.

The content of this Services Proposal is subject to review and revision by both Hyland and Customer until fully executed by both parties.

Upon execution of this Services Proposal, the Hyland project manager or designated resource will contact Customer project team to discuss project logistics and potential start dates. At this time, Hyland resource availability will be reviewed and presented to Customer. Start times can vary based on existing work volumes. The project(s) will begin upon a mutually agreed upon date as soon as resource availability and Customer availability allow. Once the project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this Services Proposal.

Services described in this Services Proposal will be provided in accordance with the terms of the applicable services contract between the parties within which this Services Proposal is incorporated. Such services contract may be a stand-alone services agreement or may be included within the agreement under which Customer licenses software from Hyland, such as a Master Software License, Services and Support Agreement, Hosting Agreement, Subscription Agreement or Framework Agreement. If such services contract provides that services will be provided under a Statement of Work, this Services Proposal shall be considered the Statement of Work. All terms of any purchase order or similar document provided by Customer including but not limited to any Customer pre-printed terms and any terms that are inconsistent or conflict with this Services Proposal shall be null and void.

Please note that some of the resources assigned to perform the Services may be employees or agents of Hyland Software, Inc. or its’ subsidiaries located in other countries, or may be employees or agents of a third party subcontractor, and Customer’s execution of this Services Proposal hereby constitutes consent of the Customer to Hyland Software, Inc.’s engagement of such resources.

After execution, all changes to this Services Proposal will follow the Project Change Control Process. All changes must be made to this Services Proposal through an authorized Change Order unless otherwise agreed to in writing by both Hyland and Customer.

PROJECT AREAS

Hyland will provide the following Professional Services described within this Services Proposal:

Project 1 – OnBase Upgrade

Scope

Hyland will provide Professional Services to the Customer to upgrade OnBase version 13 to the latest commercially available release.

Base Upgrade

The base upgrade services provided to the Customer will consist of the following items:

Project initiation

1. Project kick-off and planning activities; and
2. Project Plan.

Technical Planning

1. Infrastructure evaluation to aid with environmental planning. Consultants will review the current infrastructure and general setup or configuration of Software in order to provide recommendations on changes and/or confirmation of infrastructure plans;
2. Review software requirements and prerequisites specific to server and client side setup; and
3. Hyland will provide technical specifications documentation for the Hyland software infrastructure (Technical Architecture Diagram).

Environmental Setup and Upgrade

1. Upgrade two (2) Environments;
2. Upgrade Delivery Plan will be delivered to customer; and
3. Technical Consultant will complete basic software testing to validate general functionality following the upgrade (e.g. user login, client side software installation, core module functionality, general retrieval and archival).

User Testing

1. Ad-hoc consultation following the initial upgrade; and
2. Please review the Add-on Service table for any additional support included in scope.

Production Cut Over

1. Hyland and the Customer will agree on a mutually decided date and time to begin the production cutover;
2. Customer is responsible for notifying users of the system outage, as services and scheduled tasks will be stopped prior to beginning the cutover;
3. Technical Consultant will complete and provide the customer a Cut Over Plan;
4. One (1) day for execution of Production cut over;
5. One (1) day dedicated Go Live assistance immediately following production upgrade;
6. Please review the Add-on Service table for any additional support included in scope; and

7. Any open issues after the dedicated post upgrade assistance will be submitted to the Hyland Support team. Should any issues require Professional Services, a change request may be required.

Project Closure Activities

1. Provision of any final recommendations and/or identification of next steps as appropriate; and
2. Hand-off to Hyland Technical Support.

Solution Review and Recommendation Session

Hyland will perform a one (1) day assessment of the Customers Solution in order to identify opportunities for solution improvements and business process efficiencies. A Hyland Technical Consultant will perform one (1) continuous day of remote work along with one (1) day of documentation and follow-up meetings. The points below outline some of the topics that will be reviewed during the Solution Review and Recommendation Session.

1. Identify and document pain points and any outstanding issues with the current configuration, including functionality not currently included;
2. Review Capture Profiles, including Capture Profile distribution. This may include paper scanning, printing from file or capture from file locations;
3. Review all non-scanning incoming methods;
4. These hours must be utilized within 30 days of project go live;
5. Review any solution automation points and provide recommendations as needed;
6. Identify and document business process pain points and any outstanding issues, including functionality not currently included in the Hyland process;
7. Provide recommendations for Workflow/WorkView configuration;
8. Identify and document pain points around the current Hyland configuration;
9. Document all critical design options, recommendations and decisions for future reference and context; and
10. Provide a Solution Review Report:
 - A. Hyland will provide a Solution Review Report outlining all findings and recommendations made during the engagement;
 - B. Provide recommendations to enhance the solution in terms of functionality and efficiency;
 - C. Provide recommendations for releases and configuration changes; and
 - D. Review the findings and recommendations with the customer.

Premium Subscription

In addition to the Services described in this contract, Hyland will provide the Customer with Premium Subscription. These licenses will be valid for six (6) months from upgrade go-live.

Project Team & Project Coordination

The Hyland project team will consist of one (1) or more consultants to support technical activities, as well as a primary Project Coordinator. Project coordination shall include intermediate project management, which includes:

1. Managing project initiation, develops Project Charter and Project Plan, coordinates schedules and resources;
2. Weekly and/or daily involvement where necessary working to track project progress, issues, scope creep and impact, generating change order as needed;

3. Active involvement in planning and execution of Production upgrade activities; and
4. Heavy project coordination and collaboration with Customer Project Management resource(s).

Optional Add-on Services

The below table represents additional add-on options reviewed with Customer. Those marked with a “Y” reflect Services which have been included within the scope, those with an “N” are excluded. Should Customer’s Service needs change after contract execution, ultimately requiring the inclusion of any add-on Services, a Change Order can be put in place to address those changes.

Add-on Service	Included
Location	
Three (3) days of onsite time, per resource. (Plus T&E)	N
Outside Hours	
(1) dedicated day (eight (8) continuous hours) of off hours Production Cutover	N
Support Services	
Phased or incremental production upgrade steps required. Price per production upgrade phase, which includes one (1) day of post upgrade dedicated support.	N
Creating and/or upgrading one (1) additional environments, pre or post upgrade.	N
One (1) additional day(s) of ad-hoc support over a one (1) week period	N
Environment	
Current version of one or more of the products being upgraded is greater than three (3) versions behind	Y
Upgrade will be performed in place within the existing environment	N
Disaster Recovery / High Availability Environmental Support (e.g. existing Load Balancers, mirroring, fail-overs, etc.)	N
Basic installation, setup, testing of an additional module. <ul style="list-style-type: none"> • Biztalk Integration Server Updated Version, if applicable. • Reporting Dashboards • Full Text conversion from Autonomy IDOL 	Y
SSO Consulting	N
Certificate Consulting <ul style="list-style-type: none"> • Script Review • Biztalk Integration Server Consulting 	Y

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. The purpose of this engagement is to create an upgraded environment that provides the same functionality that is in the Customers current production environment. In the event this is not possible Hyland will provide best practice recommendations on any required solution re-designs which may be necessary due to these changes, but the Customer is responsible for all solution design and/or configuration changes. In the event Hyland is required to perform these changes then a Change Order can be provided;

2. Hyland will perform a review of the Hyland created forms, custom reports, and scripts currently deployed in the Customers production environment to ensure compatibility with the upgraded version of Software. If additional work is required to update, then a change order may be required;
3. Agents/Modules/Components the Customer may currently be licensed for that have reached an end-of-life state will be reviewed during the Upgrade Planning process. Should a Software product (e.g. module, agent, component) be deprecated or reach end-of-life, services shall include the installation, setup, testing, and training on the new product. When software functionality, modules, or features are replaced with new functionality, the use and features of the new software may differ from the deprecated or end of life product;
4. The following modules within the Customer environment have reached end-of-life or are being deprecated with the following module and assumption:
 - A. Customer has Report Services but no active reports;
 - B. Hyland will replace the current module Autonomy IDOL with Full Text; and
 - C. Install and create four (4) standard reports for the replacement Reporting Dashboards module.
5. Customer will create and manage any necessary service accounts;
6. Customer is responsible for the backup and restore of data, such as the database and image repository;
7. Existing solution has a deployed Software platform version within three (3) versions of new version being deployed unless otherwise stated in the Add-Ons Services table above;
8. While production hardware may be upgraded, the overall infrastructure will not be changing in any way other than an update directed by Customer supported in consulting efforts by Hyland (e.g. servers will reside within the same infrastructure environment);
9. Solution is on premise to Customer environment and is not hosted or maintained by a third party;
10. Standard Hyland response, not resolution, to any logged issue is two (2) business days or less;
11. Customer will own end to end solution testing;
12. Customer is responsible for User Testing including creation of test plans, formal documentation/solution guides and formal project management;
13. Customer is responsible for performing the Database and OSM copy/move to pre-production servers if needed will be provided support by the Hyland resource;
14. Customer or 3rd party is responsible for the development and/or configuration required to expose web-service(s) solution call from Lawson and/or access to files to support custom file-based export solution;
15. Customer or 3rd party will provide subject-matter expertise on solution(s) to be integrated;
16. Customer is licensed for Unity Automation API:
 - A. Custom Work Products provided are not covered by Hyland Maintenance and Support. Hyland cannot guarantee that the solution will be compatible with future versions of either the Software or other third party systems;
 - B. Customer is responsible for costs involved in the migration of the solution to future releases of Software/third party systems, or in the event of third party system changes; and
 - C. Assistance from Hyland can be requested on a time and materials basis to help with these efforts under the terms of a separate services contract.
17. The Solution Assessment will only include analysis and recommendations. The actual implementation of recommendations requires a new engagement and will be scoped out separately; and
18. Customer will provide the following resources for the Solution Review:
 - A. Hyland System / Solution Administrator; and

B. Business Owners of the solutions in scope.

Exclusions

The following items are considered out of scope for this engagement:

1. Modifications to Customer's Software solution as a result of the Software upgrade. This includes any custom scripts, workflows, API integrations, or other general configuration areas of Software, should Software solution require changes, following the testing phase. All solution changes will be the responsibility of Customer's Software system administrator(s);
2. Leveraging an existing non-production environment as the go-forward production environment;
3. Migration to a new data center / hosting provider such as Azure or AWS;
4. The refresh of any non-production environment with current production data;
5. The creation of additional Software environments; and
6. Software upgrade will not include the implementation of Software modules not currently in use within Customer's environment.

Required Resources

Resource
Advanced Capture Consultant
Infrastructure Analyst
Integration Engineer/Custom Solution Consulting
Project Manager
Technical Consultant

For details about the required resources, please review Appendix 1.

Deliverables

Deliverable
Project Plan
Project Charter
Technical Architecture Diagram
Upgrade Plan
Solution Review Report

For details about the deliverables, please review Appendix 2.

Project 2 – Strategic Planning Workshop

Scope

Hyland will provide Professional Services to Customer by conducting a Strategic Planning Workshop (“Workshop”).

Hyland Enterprise Consultant(s) will conduct a two (2) day Workshop, comprised of a high-level review of Customer’s Content Services strategy. Within this engagement, Hyland Services will facilitate discussions regarding strategy, vision, objectives and plans for Content Services with your organization to plan for Strategy and Growth over the next twelve (12) months.

During the Workshop, Hyland will meet with the Content Services sponsor and core team members. Following the Workshop, Hyland will assess and summarize the information gathered into a Strategic Workshop Report (“Deliverable”), which will include a summary of discussions, themes discussed and approach for action. The Deliverable will conclude with an action plan for accountability by both Hyland and Customer teams.

Assumptions

This project is based upon the below assumptions being true. If for some reason these assumptions prove to be false, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver:

1. Prior to the Workshop, Hyland Consultant(s) will collaborate with Customer on agendas for the sessions, which will occur on-site within two (2) to three (3) consecutive days;
2. Customer will provide appropriate resources (i.e., sponsor, administrators, subject matter experts) to attend sessions and provide feedback during the Workshop;
3. Project will conclude upon delivery of the Strategic Workshop Report; and
4. Customer agrees to participate in sixty (60) day and twelve (12) month check-ins.

Exclusions

Review or execution of the following items are considered out of scope for the Workshop:

1. Review/troubleshooting of support cases;
2. System configuration of any kind;
3. Detailed requirements gathering for specific departments or solutions;
4. Information Assessment;
5. Performance Assessment;
6. Change Management Assessment;
7. Lean Process/Kaizen Assessment;
8. Health Check Assessment;
9. Infrastructure/Architecture Assessment;
10. ROI/Cost Benefit Analysis; and
11. Training.

Required Resources

Resource
Enterprise Solutions Consultant

For details about required resources, please review Appendix 1.

Document Deliverables

Document Deliverables
Strategic Workshop Report

For details about the deliverables, please review Appendix 2.

KEY ASSUMPTIONS

The following are key assumptions that impact the success of the solution, and are applicable to all Project Areas within this Services Proposal:

1. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
2. Professional Services will be delivered utilizing Hyland's standard implementation methodology;
3. Professional Services will be provided remotely from Hyland offices:
 - A. When providing remote services, Hyland and Customer will discuss generally acceptable working hours and take into consideration time zone differences. Issues deemed as non-critical will only be addressed during normal business hours.
4. Each project is intended to be implemented in a timeframe of contiguous weeks. Scheduling delays that impact the project timeline will result in changes to project costs;
5. Each deliverable created will use Hyland's standard deliverable templates. Customer requested changes to deliverable templates may increase project costs or introduce timeline delays; and
6. If necessary, after execution, this Services Proposal or corresponding agreement can be adjusted in scope, or a new agreement issued, following the Project Change Control Process.

CUSTOMER OBLIGATIONS

To facilitate Hyland's execution of the Professional Services, Customer agrees, at a minimum, to the following obligations. The parties acknowledge and agree that failure to meet the responsibilities noted will likely affect project duration, cost and/or quality in the execution and completion of Professional Services.

Project Personnel

1. Customer will assign a project sponsor, who will be actively involved in the project(s) and is the final escalation point for all issues and decisions:
 - A. The project sponsor will also ensure that the appropriate Customer personnel are assigned and made available to execute the project(s) successfully.
2. Customer will assign a project manager, who will act as a single point of contact for the Hyland project team and whose responsibilities include, but are not limited to, the following:
 - A. Managing all customer obligations as defined within this Services Proposal; and
 - B. Coordinating all key departmental decision makers, technical experts, subject matter experts, end user representatives, third party software application resources and project sponsorship.
3. Customer will designate a Software administrator who will undergo any applicable Software training recommended in order to participate actively throughout the project(s) and support all Software environments and solutions:
 - A. Software training course(s) (if recommended) are provided separately from this Services Proposal by the Hyland Account Manager.
4. Customer will engage the appropriate business process owners to the project(s), as well as subject matter experts, who are thoroughly knowledgeable about the current business practices in their respective areas and who are capable of performing their assigned project roles:
 - A. Business process owners and subject matter experts will be required to attend and contribute to all project meetings to which they have been invited for the duration of the project(s).
5. Customer will provide Information Services (IS)/Information Technology (IT) representative(s) to assist with the Software installation with regard to network and system administration;
6. Customer will provide trained technical team member(s) to assist in supporting and maintaining all aspects of the hardware, network, and/or database maintenance plans throughout the project(s);
7. Customer will provide vendor resources, interface specialists, technical experts, and/or subject matter experts deemed necessary for third party system(s) with which Software will integrate or from which content will be migrated; and
8. Customer will make reasonable efforts to maintain consistent resources throughout the project(s):
 - A. Any anticipated changes to the core team must be communicated in writing within five (5) business days; and
 - B. If the change is due to illness or termination of the core team member, the change must be communicated as soon as possible.

Project Management

1. Customer will review the remaining work effort with the Hyland project team throughout the project(s). If, at any time, the number of hours required to complete a project phase exceeds the number of hours estimated by the project teams for that phase, then Hyland will incorporate the Project Change Control Process prior to exceeding the budgeted number of hours;
2. Customer will review all deliverables in accordance to the agreed upon plan. Failure to respond where needed within the designated timelines may result in project delays, loss of resources, and incorporation of the Project Change Control Process;
3. Customer will execute timely decision-making, completion of all deliverables and action items and resolution of issues throughout the course of the project(s); and
4. Customer will arrange for physical workspace and tools (work desks, networked computers, meeting rooms, training rooms, conference phones, whiteboards, etc.) for duration of the project(s) to accommodate scheduled onsite and/or remote activities as dictated by Customer's reasonable security measures.

Software Installation, Access, Integrations and Deployment

1. Customer will ensure all hardware is in place and made ready as dictated by the implementation schedule. This includes full, independent access to all environments in which Hyland is required to work including environments required for migrations or integrations, or multiple development, testing and production environments for Software:
 - A. Local and remote VPN access must be provided to applicable Hyland resources through the use of dedicated user account(s) with appropriate privileges to the Software and/or relevant third party applications; and
 - B. Access must be provided prior to Hyland's arrival at Customer facilities and/or project discovery sessions.
2. Customer will provide a properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
3. Customer will have at least one (1) non-production Software environment for installation and deployment;
4. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
5. Customer will provide all necessary components including, but not limited to, power, lighting, network connections/rights and environmental controls deemed necessary for the proper functioning of and access to the system;
6. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance;
7. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance;
8. Customer will manage third party application setup (i.e. installation, configuration), testing, training, and go-live support related to integration(s) with Software;
9. Customer will package and deploy all Software clients, unless otherwise defined within this Services Proposal; and
10. Customer will deploy all supporting Software client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) required for the Software solution.

On Premise Deployment

1. Customer will provide a properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration and administration of, but not limited to, all hardware and operating systems, database instance(s), networking and required third party software;
2. Customer will provide proper setup of networking and required third party software environment(s) in accordance with Hyland's prerequisites;
3. Customer will manage setup, execution, and validation of database maintenance plan(s) for each Software instance; and
4. Customer will perform routine, scheduled backups and maintain disaster recovery and contingency plans for each Software instance.

Testing/Training

1. Customer will manage the deployment of Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software/clients, unless otherwise defined within this Services Proposal;
2. Customer will prepare and supply the necessary testing/training resources including, but not limited to, the following:
 - A. Sample, production-like, content;
 - B. Electronic feeds; and
 - C. Paper documents.
3. Customer will secure training room(s) ensuring that all resources participating will have the proper workstations and materials, as set forth by the Hyland project team:
 - A. If these provisions are not met, Hyland has the right to cancel and reschedule training.
4. Customer will create, maintain, and execute test plans and cases, as well as track and report testing results during the testing cycle(s); and
5. Customer will train additional end users on the use of the Software.

PROJECT CHANGE CONTROL PROCESS

Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a Change Request in writing. The Hyland and Customer project teams will review the Change Request, determine the impact and attempt to agree to the change(s). Once the change(s) are agreed upon, Hyland will provide a formal Change Order to Customer outlining the change in Professional Services, the impact on hours, resources, timeline and/or cost.

Customer and Hyland will fully execute each mutually agreed upon Change Order prior to the requested changes taking effect. Customer and Hyland acknowledge that this may affect Professional Services, timelines and deliverables, and therefore will make reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project. No Change Order is binding upon the parties until it is executed by both Customer and Hyland.

PRICING

Customer acknowledges that the Professional Services pricing is based solely on the information provided to Hyland and referenced in the above Project Areas.

Fixed Fee

Project	Billing Type	Totals (USD)
Project 1 – OnBase Upgrade	Fixed Fee	\$42,750.00
Project 2 -- Strategic Planning Workshop (2-Day)	Fixed Fee	\$10,000.00
	Discount	100%
		(\$10,000.00)
Total		\$42,750.00

Payment Milestones			
The costs for the above project(s) represent fixed price Professional Services. Payment milestones for the engagement(s) will be invoiced as listed below.			
Milestone	Description	% of Total	Amount
Project 1 – OnBase Upgrade			
1	Contract Execution	34%	\$14,535.00
2	Completion of the Non-Production Environment Upgrade	33%	\$14,107.50
3	Completion of the Production Environment Upgrade	33%	\$14,107.50
Total		100%	\$42,750.00
Project 2 – Strategic Planning Workshop			
1	Upon Delivery of the Strategic Workshop Report	100%	\$0.00
Total		100%	\$0.00

Pricing Assumptions

The pricing was created using the following assumptions:

1. The above cost includes Professional Services fees anticipated to complete the project(s) successfully;
2. Travel expenses are not included in this Services Proposal and will be charged separately as incurred by Hyland resources;
3. Travel time for Hyland resources is charged at two hundred and fifty dollars (\$250.00) the standard, applicable Professional Services rate and will not exceed eight (8) hours per one-way trip.
4. Travel expenses are not included in this Services Proposal and will be charged separately as incurred by Hyland resources;
5. For Project 2, Hyland recommends a total of one (1) trip across all resources to maximize project success;
6. The above cost reflects a one-time, one hundred percent (100%) discount against Hyland fixed fee Professional Services; and

7. The fixed fee was determined based on information provided to Hyland by Customer and assumptions developed by the parties based upon that information. In the event that (a) any such information is inaccurate or necessary information was not provided to Hyland, (b) Customer fails to fulfill its obligations during this Contract, or (c) reasonably unforeseen technical or system limitations exist or arise, and any of such causes materially and adversely affect the performance of the Professional Services, this fixed fee shall be adjusted equitably to reflect the impacts of such circumstances following the Project Change Control Process.

SIGNATURES

City of Nashua, Inc.

By:

Name: (Print)

Title:

Date:

Hyland Software Inc.

By:

Name: (Print)

Title:

Date:

Purchase Order #: _____

(Invoices issued hereunder may not reflect a PO number if this field is not completed)

APPENDIX 1 – RESOURCE DESCRIPTIONS

The following table provides an overview of the Hyland Global Services resource types and their corresponding responsibilities.

Resource Type	Responsibilities
Advanced Capture Consultant	Provides expertise on capture solutions.
	Documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Business Consultant	Provides expertise on Workflow and Case Management solutions.
	Documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Conversion Consultant	Provides expertise on the conversion process.
	Drives conversations with Customer on best practices and ultimately assists in defining the conversion process to be utilized to meet Customer conversion requirements.
Database Engineer	Provides expertise related to the Software database.
	Makes recommendations on best practices, maintenance plans and disaster recovery considerations.
Enterprise Solutions Consultant	Provides long-term business and strategy planning, analysis, discovery and coaching to support business transformation with Customer's Software solution.
	Develops strategies analysis, coaching and recommendations based on Customer needs resulting from information assessments and change management efforts.
Infrastructure Analyst/ Solution Architect	Provides consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
	Drives conversations with Customer technical teams focusing on the network, server, database, and storage level of the Software solution as well as reviews integration components that may affect overall performance.
Integration Engineer / Custom Solution Consulting	Provides expertise on integrations and API development.
	Supports and mentors Customer on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized Customer needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
Principal Consultant	Provides deep Software expertise to advise Hyland and Customer implementation teams on best practices throughout an engagement.
	Guides discovery sessions and takes technical ownership of solution requirements and design.
Program Manager	Establishes relationships with key stakeholders to regularly examine business needs against Customer's vision, strategies and goals.
	Focuses on managing and optimizing Hyland project resources to minimize resource rotation. Develops metrics and reports regularly on steady state solutions and in-flight projects, assuring delivery of desired business value. Provides a single point of focus for all escalations.

Project Manager	Provides project management expertise and is the initial point of project escalation.
Manages project initiation, develops the project charter and plan, and coordinates schedules and resources. Tracks burn down rates, project/solution issues, scope creep and impact, generating change orders as needed.	
Technical Consultant	Provides expertise on Software installation and module configuration.
Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.	

APPENDIX 2 – DELIVERABLE DESCRIPTIONS

The following table provides an overview of the Hyland project deliverables. Please reference the specific Project Areas for a listing of the applicable deliverables.

Deliverable	Description
Project Charter	Provides a preliminary delineation of roles and responsibilities, outlines project objectives, identifies key stakeholders and defines the authority of the project charter.
Delivered within the initiation phase.	
Includes the agreed upon scope, objectives and participants in the project.	
Project Plan	Defines the projected schedule of project events from initiation through closure.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments and dates required to complete the project.	
Upgrade Plan	Defines the projected schedule of the upgrade including all events from beginning to end of the upgrade.
Delivered within the initiation/discovery phase and updated throughout the project.	
Includes the activities, deliverables, assignments and dates required to complete the upgrade.	
Technical Architecture Diagram	Outlines recommended architecture and sizing specifications for servers (physical and virtual), storage considerations and integration points with external Customer applications.
Documents recommendations for production, test, staging/User Testing (UT), disaster recovery and development environments.	
Documents recommendations based on Customer throughput and access requirements.	
Solution Review Report	Provides an overview of the customers Solution.
Provide recommendations to enhance the solution in terms of functionality and efficiency.	
Provide recommendations for releases and configuration changes.	
Review the findings and recommendations with the customer.	

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