

Alliance Renewable Technologies

18848 US Hiway 441 #233
Mount Dora, FL 32757



SOW for Agreement to purchase the DuProcess® Recording and Web Portal by the Madison County Chancery Clerk

Date	Software and Services Performed By:	Software and Services Performed For:
10/31/2019	Alliance Renewable Technologies 18848 US Hiway 441 #233	Madison County Chancery Clerk 146 W Center St, Canton, MS 39046

This Statement of Work (“SOW”) is between the Madison County Chancery Clerk (“Client”) and Alliance Renewable Technologies (“Contractor”), effective 12/1/2019 (the “Agreement”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW, (hereinafter called the “SOW”), effective as of _____, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The timeline will be dependent upon contract signing. It is estimated to take 45 days beginning with contract signing and the receipt of the migration data.

Engagement Resources/Key Contact Personnel

Alex Griffith – National Sales Director/Project Manager, Office: 832-268-7801 Ext 105, Cell: 228-860-6541

Adam Hirst – Chief Technology Officer, Office: 832-268-7801 Ext 104

Rex Arnold – President, CEO, Office: 832-268-7801 Ext 103

Shaun Ruberg – Senior Developer, Office: 832-268-7801 Ext 106

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

Alliance Renewable Technologies will setup, configure, install its' DuProcess® Recording and Web Portal system on the current server in the Madison County Chancery Clerks Office. This will include, but not necessarily limited to: Cashiering, Indexing, Scanning, and Public Web Portal.

Alliance Renewable Technologies will also perform a data-migration of the Recording Indexing data and images of the previous system vendor.

Most of the data-migration services will be done remotely (offsite) to keep travel costs to a minimum.

Madison County's IT department will provide the data in an agreed upon format.

Deliverable Materials

Alliance Renewable Technologies will deliver the following software and services:

- DuProcess® Recording, Cashiering, Indexing and Web Portal Software License
- Setup, configuration, installation, data-migration and of Madison County Chancery Clerk's Recording Indexing data and images.
- 3-days of onsite training for the Chancery Clerk's Office, more training can be purchased if necessary.

Contractor Responsibilities

Alliance Renewable Technologies responsibilities are:

- Setting up and configuring server software on existing Windows Server Environments (*see hardware requirements).
- Setting up and configuring client software on 6 Clerks Windows workstations (*see hardware requirements).
- Setting up and configuring Dymo Label Printers on 6 Clerks Windows workstations (*see hardware requirements).
- Setting up and configuring receipt printers on 6 Clerks Windows workstations (*see hardware requirements).
- Performing data-migration on previous vendors data provided.

Client Responsibilities

The County responsibilities are as follows:

- Provide access to their current IT manager or contractor that maintains the county network.
- Provide administrator level credentials for access to the Clerk's workstations, Server, and Public Access Computers
- Allow for remote-connection support on workstations, server and public access computers.
- Provide for a public IP address and domain name for the DuProcess® Web Portal and eRecording Portal.
- Provide the data (tables, layouts, images, etc) from the previous vendor system.
- Ensure key Clerk personnel are available for time period of project.
- Provide all hardware required for DuProcess® system installation (*see hardware requirements).

Fee Schedule

The contract will be structured on a License Fee, Services, Hardware and Annual maintenance basis.

Recording Package		
Description	Price	Due Date
Software Licenses (Recording, Web Portal)	\$46,300.00	Upon contract signing
Professional Services (data migration, configuration setup)	\$23,460.00	Billed monthly as delivered
Professional Services (3 days onsite training)	\$3,600.00	Upon delivery
Total Software and Services	\$73,360.00	
	A 50% down payment (\$36,680) can be made this year 2019. The remaining 50% can be billed in November 2020.	
Monthly Maintenance	\$1,218.00	Upon Go-Live of new system

Other Information

Description	Price	
Server Hardware and Backup Services (local and offsite) can be provided for an additional	\$350/month	
Hourly rate for any work outside of scope	\$175.00	
Daily Onsite Training Rate, beyond 3 days	\$1,200.00	3-Days already included

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced bi-weekly for the Professional Services, Travel and Lodging expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due net 30.

Client will be invoiced all costs associated with out-of-pocket expenses (including associated meals, lodging and travel) listed on the invoice as a separate line item.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Client has entered into a “go-live” status where new Recording are being entered into the system.
- Contractor accomplishes the Contractor activities described within this SOW, including to delivery to Client of the materials listed in the Section entitled “Deliverable Materials”, and Client accepts such activities and materials without unreasonable objections.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 30 business days advanced written notice to the other party.

Assumptions

Client will review the migration-data in a timely manner (5 business days) for accuracy and acceptance.

Client will report daily any issues/concerns with the migration-data.

Key Client personnel will be available for setup, training and review during the project time period.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Madison County Chancery
Clerk

Alliance Renewable
Technologies

By: _____
Name:
Title:

By: _____
Name:
Title:

SERVER REQUIREMENTS

Server Requirements -

- PowerEdge R340 Rack Server (1u) or T340 (Tower)
- Intel Xeon E-2136 (3.3Ghz, 6C/12T)
- 16GB 2666 MT/s DDR4 ECC UDIMM
- PERC H730P RAID Controller
- BOSS 2xM.2 240GB RAID 1
- 900GB RAID 5 Vol (4x300GB 15K RPM SAS 2.5in HotPlug)
- Windows Server 2017 Standard
- MS SQL Server 2017 w/15 CALs
- Dual HotPlug 350W Power Supplies
- Dual Port 1GB Ethernet (Broadcom)
- ReadyRails and Bezel
- Dell 5 Year ProSupport NBD
- Virtualized Environments are acceptable.
- Separate Server for Microsoft IIS Web Portal for public website is acceptable but not required.

WORKSTATION REQUIREMENTS

Workstation Requirements –

- Microsoft Windows 10 recommended. Windows 7 minimum.
- 8GB memory recommended.
- 100GB available hard drive space
- Fujitsu business class scanner (or similar)
- 24" monitor or Dual Screen recommended
- Dymo Label 450 for cashiering workstations

Public Workstation (Vault) Requirements –

- Microsoft Windows 10 recommended. Windows 7 minimum.
- 2GB memory recommended.
- 50GB available hard drive space
- 24" monitor recommended
- The public workstations will be using our intranet web portal for viewing and printing. The workstation requirements can be minimal since they will be using a web browser. A good-sized monitor is recommended.



18848 US Highway 441, #233
Mount Dora, FL 32757
Phone: 832-268-7801

11/1/2019

RE: Sole Source Letter

Ronny Lott
Madison County Chancery Clerk
146 W Center St.
Canton, MS 39046

Dear Ronny Lott,

Alliance Renewable Technologies is the sole-source provider of it's DuProcess® Land Records System.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Griffith", is written over a horizontal line.

Alex Griffith, National Sales Director