



# COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
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MEMBERS  
DISTRICT 1. FRANK BURT, JR.  
2. CHRIS ELLIOTT  
3. J. TUCKER DORSEY  
4. CHARLES F. GRUBER

October 20, 2015

ManageForce Corporation  
2625 Butterfield Road, Suite 301E  
Oak Brook, IL 60523  
ATTN: John Hughes

**REFERENCE:** Request for Proposals (RFPs) for Oracle JD Edwards Enterprise One Software Maintenance for the Baldwin County Commission

Dear Mr. Hughes:

The Baldwin County Commission during their regularly held meeting on October 20, 2015, **awarded** your firm the Request for Proposals for the Oracle JD Edwards Enterprise One Software Maintenance as follows:

**Monthly Support: Bid Price: \$1,995.00 per month @ \$5,985.00 total per quarter**  
**One Time Initial Health Check Fee if required: \$6,000.00**

Please find attached a copy of the executed Service Agreement for your files.

If you have any questions, please contact the Purchasing Manager, Wanda Gautney at (251) 580-2520.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG:wg Item #BB-13

Attachment

cc: Wanda Gautney, Purchasing Manager  
Brian Peacock, CIS Director



## REMOTE SERVICES PROPOSAL

September 29, 2015

ManageForce Corporation hereby offers the following proposal for services to Baldwin County Commission ("Customer"), the actual provision of which shall be subject to the execution of a Remote Services Agreement by and between the parties.

### Purpose

This proposal relates to the provision of consulting services to Customer by ManageForce Corporation. The purpose of this document is to outline the services and terms associated with the agreement. This proposal is subject to the terms and conditions of the Remote Services Agreement (hereinafter "Agreement") that is submitted herewith. If any difference or ambiguity arises between this document and the Agreement, the terms of the Agreement shall be controlling.

### Scope and Objectives

ManageForce will provide both proactive services and reactive services to Customer in consideration of the fees agreed to in the proposal. These proactive services will consist of consultative guidance on software configurations, best practices, architectural changes, and more. Reactive services will also be provided to Customer as stated in the proposal.

ManageForce is not responsible for the functional portion of the Customer's applications (unless specified in this proposal); only for the technical environment that supports these applications. Services provided by ManageForce will be included in the following areas stated under Roles and Responsibilities.

**Standard Roles and Responsibilities [ManageForce Corporation]**

AS DESCRIBED IN ATTACHED EXHIBIT A

**Roles and Responsibilities [Customer]**

**SUPPORT AGREEMENTS**

Customer will maintain an up-to-date support contract with software vendor as it relates to the software environment that is covered under ManageForce's remote services agreement.

**CONTACTS**

Provide key contacts to interface with the ManageForce staff for technical and administrative issues.

**ACTIVITY DISCLOSURE**

ManageForce will not be held responsible for any issues or service loss resulting from any tasks performed by Customer without notification to ManageForce. This includes administrative password changes or anything significantly affecting database architecture.

**CONNECTIVITY**

Customer will assist in maintaining a VPN connection between their server and the ManageForce network.

**Required Steps (upon acceptance of proposal)**

- 1) Customer will issue ManageForce Corporation payment for the remote services as defined in the proposal, on a quarterly basis. Customer will also agree to payment based upon schedule as described herein.
- 2) ManageForce Corporation will be allowed to document the current technical environment to include server operating system and database.
- 3) ManageForce Corporation will verify the current level of support in place for the database and tools, operating system, and server hardware.

**Service Hours & Service Level Agreements**

**SERVICE LEVEL [Standard]**

AS DESCRIBED IN ATTACHED SUPPORT DEFINITION

**Fee Structure**

Total Monthly Fee: [\$1,995]

\*Initial Healthcheck Engagement for both JD Edwards and SQL Server Environments: [\$6,000]

	<u>----Fee-----</u>	<u>Day - Month - Year</u>
Payment 1	<u>\$5,985</u>	21-Oct-15
Payment 2	<u>\$5,985</u>	21-Jan-16
Payment 3	<u>\$5,985</u>	21-Apr-16
Payment 4	<u>\$5,985</u>	21-Jul-16

\*Includes initial Customer engagement procedures, systems documentation, VPN Connectivity, Kickoff Process, Creation of Standard Operating Procedures (SOPs), etc. In addition, ManageForce will do a deep-dive systems audit and analysis of Customer's technical environments and provide areas of concern, performance improvement recommendations, best practices configuration recommendations, prioritization of recommendations, etc.

**Services Inclusions**

Support to include those services described in the Performance Management section of Exhibit A of this Remote Services Proposal, in addition to (up to) twenty (20) hours per quarter of CNC Support Services indicated within Exhibit A of this Remote Services Proposal.

**Additional Compensation**

Any pre-approved additional work that is out of the scope of the Remote Services Proposal will be billed at an hourly rate of \$135 per hour. Should travel be required for ManageForce personnel, Customer will reimburse ManageForce for the reasonable travel, auto rental or mileage, lodging, food and other out-of-pocket expenses incurred by ManageForce's employees or contract personnel in performing the services described herein.

**Proposal offered upon the foregoing terms**

**PROPOSAL ACCEPTED UPON THE FOREGOING TERMS (SUBJECT TO EXECUTION OF A REMOTE SERVICES AGREEMENT),**

**By: ManageForce Corporation**

**By: Baldwin County Commission**

Signed: Andrea L. Mangan

Signed: \_\_\_\_\_

Printed Name: Andrea L. Mangan

Printed Name: \_\_\_\_\_

Title: Director of Business Operations

Title: \_\_\_\_\_

## REMOTE SERVICES AGREEMENT

Agreement made this \_\_\_\_ day of October 2015, by and between ManageForce Corporation ("ManageForce"), with a principal place of business at 2625 Butterfield, Oak Brook, IL 60523 and Baldwin County Commission ("Customer"), with a principal place of business at 175 Courthouse Square, Bay Minette, AL 36507. For consideration paid, in a manner consistent with the terms of the attached Remote Services Proposal, ManageForce agrees to provide, and Customer agrees to accept and pay for, the following described services.

### 1. Services Provided

ManageForce shall provide to Customer the services which are fully described in the Remote Services Proposal, dated September 29, 2015 attached hereto and incorporated herein by reference ("RSP"). The parties agree that the scope of services may be enlarged or otherwise changed, but only by a written amendment to the RSP, executed by the parties. ManageForce shall not be responsible for providing any services that are not expressly set forth in the RSP and any executed amendment(s). It is hereby expressly agreed that Customer shall pay ManageForce for any and all such additional services at ManageForce's standard hourly charges, as set forth in the RSP ("additional compensation").

### 2. Payment

Customer shall pay ManageForce for its services in accordance with the terms set forth in the RSP. Customer will be billed quarterly in advance of the provision of the agreed-upon services. ManageForce shall not be required to commence work until payment has been received, with the exception of work undertaken pursuant to a written amendment, which is paid as additional compensation. All additional compensation shall be invoiced by ManageForce, and paid for by Customer, after services are performed. Upon receipt of invoice, all payments shall be due and payable within thirty (30) days of the date of record on the ManageForce invoice. Payments received after the due date shall accrue interest at a rate of one and one half (1-1/2%) percent per month, or the highest rate allowed by applicable law, whichever is lower, which interest Customer agrees to pay at the time of payment of the next invoice. All payments required by this Agreement are exclusive of all applicable federal, state, local or other governmental taxes, excises, and/or obligations or other levies now in effect or enacted in the future; all of which, Customer agrees, remain its sole responsibility.

### 3. Customer Cooperation

Customer acknowledges and hereby agrees that the quality of the services rendered by ManageForce will depend in whole or in part on the cooperative involvement of Customer during the service period. Customer agrees to assist ManageForce in its efforts, and to exercise due diligence in responding to requests for information, or other assistance, in a timely manner.

### 4. Stabilization Period

Customer acknowledges and hereby agrees that there will be a 30 day stabilization period during which ManageForce will work with Customer to document their system; engage personnel; and to become familiar with Customer's operating procedures, policies, dedicated contacts, escalation procedures, and hours of operation. This stabilization period is necessary to ensure that ManageForce attains a thorough understanding of Customer's unique environment and requirements, and that any monitoring solutions to be used are performing appropriately with the relevant thresholds and email notification working properly. Customer will work with ManageForce to provide the necessary access and information required to properly meet its obligations within this Agreement. Upon completion of the stabilization period, ManageForce and Customer will both certify that the

stabilization period has concluded. From this point, ManageForce will be responsible for meeting the proposed SLA. Any changes to the scope of the contract will necessitate a commensurate stabilization period for the additional systems.

5. Term

The term of this Agreement shall be for a period of one (1) year commencing on the date of execution of this Agreement. The term hereof shall be extended for an additional one-year term on the anniversary date, for a period of two (2) years; provided, however, that either party may give notice to the other of its desire not to extend. In the event of a renewal, ManageForce reserves the right to amend its price on a year-to-year basis. Such amendment shall be in writing, and delivered at least thirty (30) days prior to the anniversary date.

6. Costs

ManageForce reserves the right to re-negotiate fees based upon any significant changes to the customer's environment, or significant increase in scope or requirements. Conversely, if there are no significant changes to the environment or scope at the time for renewal, the fee for remote services shall not increase by more than 8% over the prior year's fee.

7. Confidentiality and Acknowledgement of Proprietary Information

ManageForce and Customer acknowledge that each may come into the possession of information of the other relating to the other party's employees, customers, operations, activities, products and/or services ("proprietary information") and that such information is property valuable to the party which has developed it. Each party therefore acknowledges the importance of confidentiality relative to such information. ManageForce and Customer therefore agree that any proprietary information or knowledge which may be exchanged or imparted – whether through receipt or examination of confidential information or through any other means - will not be copied or communicated to any third party, or used by any other party, its agents, servants and/or employees. Such information shall be solely used in fulfilling the terms of this Agreement, and shall remain the property of the originating party. Upon termination or request, ManageForce and Customer agree to return all written and other tangible confidential information of the other, including all extracts and copies thereof, upon request or to dispose of such confidential information in accordance with written instructions. ManageForce reserves the right to exercise all legal options in the event of a breach of this provision. It is recognized that, as a government entity, Customer may have the need to release certain information, in accordance with applicable laws and regulations, but that Customer shall only release that information which is required by law. All other proprietary information shall be kept in strict confidence as per the terms of this Agreement.

8. Limitation of Liability

The parties hereby acknowledge and agree that damages, if any, sustained for any breach or failure on the part of ManageForce will be impossible to calculate with any precision. For this reason, ManageForce's liability hereunder for damages, regardless of the form of action, shall be limited to the total amount paid to ManageForce for services rendered under this Agreement, during the quarter preceding the date on which the cause of action or claim accrued. ManageForce assumes no liability for any damage to, or loss of, any Customer equipment resulting from any cause other than ManageForce's gross negligence or willful misconduct. In the event such negligence or misconduct is established, ManageForce's liability for damages shall be limited to the replacement value of such equipment, established on the date the damage was sustained. Customer acknowledges and agrees, as an inducement for ManageForce to enter into this agreement, that ManageForce will not, under any circumstances, be liable for any lost profits, loss of data, or for any special, or consequential damages, nor for any claim or demand against the Customer by any other party.

9. Termination

Either party may, at its option, cancel this Agreement at any time, for any reason upon ninety (90) days prior written notice to the other. Either party shall have the right to terminate this agreement if (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after the receipt of written notice of the same, except in case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from ManageForce; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency receivership, liquidation or compensation for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. In the event of any termination as set forth above, Customer shall pay ManageForce for the fees owed through the effective date of termination based upon the Fee Structure provided in the Remote Services Proposal.

10. Force Majeure

Except for the obligation to make payments hereunder, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control; including, but not limited to, any act of war, acts of nature, power failures, and civil disturbances. Provided, however, that the delayed party uses commercially reasonable efforts to correct such failure or delay in performance as quickly as possible.

THE CUSTOMER ACKNOWLEDGES THAT IT/HE/SHE HAS FULLY AND COMPLETELY READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS. FURTHER, CUSTOMER AGREES THAT THIS DOCUMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERCEDING ALL OTHER PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. PROVIDED, NEVERTHELESS, THAT MANAGEFORCE AND CUSTOMER MAY ALTER, AMEND, OR MODIFY THIS AGREEMENT, SUCH ALTERATION, AMENDMENT OR MODIFICATION TO BE IN WRITING AND DULY EXECUTED.

EXECUTED AS AN INSTRUMENT UNDER SEAL THIS DAY OF October 20, 2015.

ManageForce Corporation

Baldwin County Commission

Signed: Andrea L. Mangano

Signed: Charles F. Gruber

Printed Name: Andrea L. Mangano

Printed Name: Charles F. Gruber

Title: Director of Business Operations

Title: Chairman



# Support Definition

## Hours of Operation

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### Service Level – Standard

- 8:00am to 6:00pm CT – Lights-On
- 6:01pm to 7:59am CT – Lights-Out
- U.S. Federal Holidays and Weekends – Lights-Out
- Maintenance Windows: TBD

### Lights-On Support Defined

Lights-On support is defined as normal work hours, and will be when ManageForce personnel are directly available to Customer on an as needed basis to collaborate on all existing, and planned, service activities. If possible, the majority of communications between ManageForce and Customer should be conducted during this period. ManageForce's primary and secondary account personnel are scheduled to work during this time, and are available to the Customer. This time period is when all meetings, planning, and activity scheduling occurs.

### Lights-Out Support Defined

During this period ManageForce is "on-call." Response time to these events is based upon the severity of the event. ManageForce will also utilize the time during this period to perform scheduled work and maintenance as defined during the Lights-On Support period and the Maintenance Windows.

## Service Level Agreement

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### Severity 1

A Severity 1 problem represents a catastrophic problem in the customer's production systems - Applications unavailable, business unable to operate.

Examples include a complete loss of service, crashed production systems, or a production system that hangs indefinitely. No workaround exists. Customer cannot continue essential operations.

- **Lights-On response time** is maximum of 30 Min from identification of problem until event resolution begins
- **Lights-Out response time** is maximum of 1 hour from identification of problem until event resolution begins

## **Severity 2**

A Severity 2 problem represents a high-impact problem in the Customer's production systems. Essential operations are seriously disrupted, but a workaround exists which allows for continued essential operations. Performance not meeting Customer's expectation

- **Lights-On response time** is maximum of 1 hour from identification of problem until event resolution begins
- **Lights-Out response time** is maximum of 4 hours from identification of problem until event resolution begins

## **Severity 3**

A Severity 3 problem represents a lower impact problem on a production system that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality. Customer can continue essential operations. Severity 3 problems also include all problems on non-production systems, such as test and development environments. Non-critical request / administration. There is no impact on the quality, performance, or functionality of the production system.

- **Lights-On response time** is maximum of 24 hours from identification of problem until event resolution begins
- **Lights-Out response time** is not applicable

## **Severity 4**

A Severity 4 request is for questions or activities that need to be scheduled in the future. Recommendations for timelines are nice to have and can be submitted via ticketing system.