



ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

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COMMUNICATIONS WITH DOCUMENTATION JANUARY 03, 2012

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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Comptroller



SHERYL A. BROWN
Deputy Comptroller

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Deputy Comptroller - Administration

ONEIDA COUNTY DEPARTMENT OF AUDIT & CONTROL

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FN 20 12 - 012

December 21, 2011

WAYS & MEANS

Hon. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Avenue
Utica, NY 13501

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Anthony J. Picente, Jr.
County Executive

Date 12/30/11

Dear Mr. Picente:

Tony

Since 2007, we have been using payroll software from New World Systems Corporation. We would like to renew our software maintenance agreement with New World for the term beginning November 1, 2011 and ending October 31, 2014. The total contract price for the three year term is \$92,711, to be paid in annual installments. The 2011 and 2012 appropriations were included in our budget requests and adopted by the Board. However, no payments for 2011 and 2012 have been made.

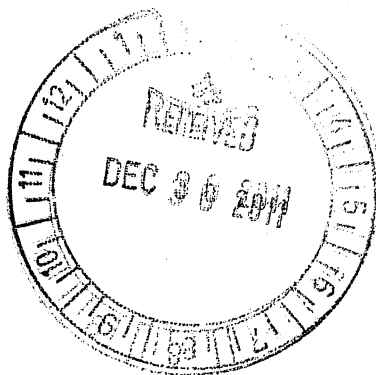
The contract is being submitted after its effective date as we have been in negotiations with New World on the price, resulting in a savings to the County of \$8,372 over the term of the contract.

If this contract meets with your approval, we ask that it be submitted to the Board of Legislators for consideration at their **January 11, 2012** meeting.

If you have any questions, please contact me at x5780 or Sheryl Brown at x5417.

Sincerely,

Joseph J. Timpano
Oneida County Comptroller



Enc.



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Oneida Co. Department: Audit & Control

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization: New World Systems Corporation

Title of Activity or Service: Software Maintenance Agreement

Proposed Dates of Operation: 11/1/2011 – 10/31/2014

Client Population/Number to be Served: N/A

Summary Statements

- 1) Narrative Description of Proposed Services Maintenance and support for
 Payroll software
- 2) Program/Service Objectives and Outcomes: N/A
- 3) Program Design and Staffing N/A

Total Funding Requested: \$92,711 (3 years) Account #A1315.492

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$): County

Cost Per Client Served: N/A

Past Performance Data: New World has been providing software support
 To the County since 2007.

O.C. Department Staff Comments:

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Oneida County, NY (Customer)** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 11/1/11 to (end date) 10/31/14.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer Liaison**. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package

Number of Modules

1. **Logos®** Payroll & Human Resources Suite

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**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
11/1/2011 to 10/31/2012	\$29,409	10/15/2011
11/1/2012 to 10/31/2013	\$30,879	10/15/2012
11/1/2013 to 10/31/2014	\$32,423	10/15/2013

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

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8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: Oneida County, NY

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: Amy L. Lemel

Title: President

Date: 12-22-11

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

6.

Oneida County, NY

Licensed Application Software

At July, 2011

1. Logos® Human Resources Mgt. Base Suite .NET

- Human Resources Mgt. Base Suite .NET
- Benefits Administration .NET
- Applicant Tracking .NET
- Employee Retirement Tracking .NET
- Add'l HR Standard Users.NET
- Position Control .NET
- COBRA Billing Administration .NET

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