

The following information was provided by ACBL President Suzi Subeck:

ACBLScore+ Report

I have reviewed the ACBL/HS contract which was entered into as of April 2, 2012.

I have discussed the subsequent events and verified the content in this document with Management.

I have received feedback from the outside experts on the current Management Tech committee.

And lastly, I have discussed the progress to date with two of the members of both the Management Tech committee and the BOD Tech committee.

I feel I now understand it well enough to comment on the process that occurred.

The aforementioned contract was for the development of ACBLScore+. This development was to be a 6 stage process with time constraints and financial limits placed on the Consultant for each phase of the project.

Phase 1 was the design stage and was to be completed within 90 days with a maximum payment of \$117,000. It is my understanding that this phase was completed by the Consultant on a timely basis.

Phase 2 was the development of the basic infrastructure. This phase was to be completed within 90 days following phase one at a cost not to exceed \$140,000. It was completed on time.

Phase 3 was the basic scoring system and was represented by deliverable software that could run at a tournament or club and score a single session Mitchell movement. This was to be completed within 120 days of completion of phase 2 at a cost not to exceed \$233,000. It is my understanding that this phase was completed by the Consultant on time.

Phase 4 was the largest portion of the project. It was to provide additional scoring (e.g. multiple sections and a full variety of movements). This phase was to be completed within 6 months of the completion of phase 3 at a cost not to exceed \$466,000. It is my understanding that while much work was done on phase 4, the full requirements of this phase were not completed by the Consultant while the contract was in effect.

Phase 5 was to produce a fully useable ACBLScore+ system including graphic interfaces (GUI) and initial training for the end users. The cost of phase 5 was limited to \$304,000. Phase 5 was not completed by the Consultant under the terms of the contract.

Finally, phase 6 was the final release including a test of the system at a major tournament. It included putting training programs in place for new users and releasing the software to clubs and tournament directors. The total cost of phase 6 was limited to \$140,000. This phase was not completed by the Consultant.

Total cost liabilities: \$1,400,000

The contract provided for monthly billing by Consultant and these bills were paid subject to the limits outlined above.

When the amounts provided as maximums for phases 1-4 were exhausted (a total of \$956,000), it became apparent that phase 4 would not be completed satisfactorily within the parameters of the contract.

I believe that Consultant explained to management that while phase 4 was not complete, work on phase 5 and 6 was ongoing and the project could be completed for the \$1,400,000. The ACBL agreed to continue payment of Consultant's bills using the funds that were allocated to phases 5 & 6.

All work under this contract was scheduled to be completed by April, 2014, unless extended by mutual agreement. The project was not completed by that date. It was so far behind that management and the Consultant agreed to a termination of the contract.

This contract did not contain a “work for hire” clause; however, the ACBL owns the rights to the code. Some of the code contains software routines that were developed by Consultant and other independent developers. The ACBL has an unlimited right to use that software, and has been advised by outside counsel that ACBLscore+ may contain the copyright logo as was the case with ACBLscore which was developed by many parties in 1993. Similar to ACBLscore, there is no present intention to register the ACBL copyright for ACBLscore+.

Also, the Consultant was given a license to use and distribute code developed during this project. ACBL has the right to trademark the name “ACBLscore+.” Since this is a web-based system, the Consultant was allowed to register the domain name for the new project, but ownership of the domain resides with ACBL.

This is a layman’s history of the project.

Moving on...

Since the termination of the agreement with the Consultant, a great deal of work has been done by both parties.

The ACBL Technology Committee - comprised of three members of the BOD, three ACBL technology staff members, and three independent experts - has developed a plan for moving forward with an eye toward modernizing and eventually replacing the current ACBLscore program.

Earlier this month, the committee arrived at five possible scenarios for this project. After evaluating the alternatives, the outside experts with some support from the BOD members, concluded that the best approach would be to build upon the ACBLscore+ framework and create a team to complete the project.

Their recommendation is that the ACBL increase its internal IT staff by employing two dedicated developers and a system architect in addition to hiring a CIO, who would serve as the project manager. The ACBL team would be able to consult with Consultant if deemed necessary. One of the independent experts has volunteered his services. A second of the experts would like to be involved in the project with some compensation.

This is where we stand today. We are moving in the right direction.