



## STATEMENT OF WORK

FOR

# Martin County Board of County Commissioners

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## SERVICE DESCRIPTION:

### DRUPAL MANAGED SERVICES CONTINUOUS DEVELOPMENT Task Order #10

**[www.martin.fl.us](http://www.martin.fl.us)**

December 17, 2019

Client:	Prepared by:
<b>Martin County Board of County Commissioners</b>	<b>Promet Solutions Corporation</b>
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Please consider the environment before printing this document. Please print only the copies that you need. Please use recycled paper when printing. Please recycle paper document when done. Thank you.

This agreement ("Agreement" or "Statement of Work" or "SOW") is made and entered into as of December 17, 2019 by and between Martin County Board of County Commissioners ("you" or "Client") and the Promet Solutions Corporation entity identified on Client's invoice ("we" or "Promet Solutions"). By purchasing these Services as defined herein from Promet Solutions, Client agrees to be bound by all terms and conditions set forth in this document. Promet Solutions provides this Agreement in connection with Promet Solutions' Master Services Agreement ("MSA"), which is incorporated in its entirety herein by reference. In the event of a conflict between this SOW and the MSA, this SOW will prevail.

Client and Promet Solutions agree to the following terms and conditions:

## [1] SUMMARY AND BACKGROUND

Client is requesting services from Promet Solutions that involve web and mobile application consulting, design, development, integration, maintenance, marketing, strategy, and support. Client would like a flexible engagement model with Promet Solutions that will cover a wide range of services and can adapt to changing needs of Client over time.

### **Intended Use:**

Client intends that this SOW for Flex Time be used to address the following project objectives, consulting requests, and/or other issues.

- Perform ongoing consulting and agile development of Drupal-based web application for [www.martin.fl.us](http://www.martin.fl.us)

Promet Solutions and Client recognize that these are intended uses for estimation purposes only and that Client reserves the right to change the use of Flex Time for other activities as long as they fall within the scope of services of this SOW.

## [2] DEFINITIONS

In addition to the defined terms used in this SOW, the following definitions shall apply:

**Drupal.** Drupal is an open source software content management system (CMS) and web application framework. It is distributed under the GNU General Public License. Drupal is composed of core features, can be extended through thousands of community contributed modules, and can be customized through a sophisticated application programming interface. It runs on a wide variety of computing platforms that support a web server running PHP and a database for storing content and settings.

**Scrum.** Scrum is an agile project management framework and methodology that is often used for rapid software development projects. The primary activities, components, and workflow of Scrum are:

- Product Owner creates prioritized requirements list of Stories called a Product Backlog
- Team pulls Stories from the top of the Product Backlog into a smaller Sprint Backlog list

- Team commits to a set amount of time called a Sprint (usually 2 to 4 weeks) to complete the work in the Sprint Backlog
- Team meets every day in a Daily Scrum to assess progress
- Product Owner and Scrum Master (project manager) help answer questions and keep team focused
- Worked completed by end of Sprint should represent a potentially shippable product or released application version
- Sprint ends with a Sprint Review and Retrospective to demo the work done and evaluate lessons learned
- Team select next group of Stories from the Product Backlog and the next Sprint cycle begins

### [3] ASSUMPTIONS

Client acknowledges and agrees that the following assumptions are true. Changing the assumptions may result in a fee adjustment and a change in the timetable for the services.

- (a) Any services not specified in this SOW are considered out-of-scope and will be addressed with a separate SOW or Change Order.
- (b) Any services performed by Promet Solutions but not set forth in this SOW will be subject to additional charges for Client.
- (c) If applicable, Client will provide all non-open source software for all applications and data being utilized as part of Promet Solutions' services.
- (d) If applicable, Client hardware and software systems will have access to and be remotely accessible from the network and Internet as needed to perform all services.
- (e) If applicable, Client maintains current licensing and maintenance contracts for all hardware and software for support reasons.
- (f) Promet Solutions will not be responsible for Client-specific system performance targets or regulatory compliance obligations per utilized systems.

### [4] SCOPE OF SERVICES

#### **CUSTOM SERVICES:**

The following services and terms are customized for Client for this agreement.

- The term of this SOW will cover services for one year from from October 1, 2019
- Items covered/planned under this contract are
  - Continued development
  - Project Management
  - Bugs from development phases prior to go live not covered under warranty

#### **Flex Time Services:**

Promet Solutions' Flex Time services offering provides Client with a block of consulting service hours at a blended hourly rate to meet their needs in a flexible manner. Flex Time hours can be used in conjunction with Promet Solutions' other services packages. Client paying for Flex Time service offering is eligible for a set blended hourly rate for additional Time & Materials work as determined by Promet Solutions.

Services provided through Flex Time may include a wide range of consulting services such as:

- Web and mobile application development and project management
  - Mobile application platform planning and development
  - Drupal architecture planning
  - Agile project management planning
  - Content migration planning
  - 3<sup>rd</sup> party system integration planning
  - Drupal module selection and implementation
  - Drupal module development
  - Drupal development and customization
- Quality assurance
  - Test plan development
  - Test case creation and execution
  - Test results analysis and evaluation
- Strategy and marketing
  - Online marketing strategy consulting
  - Business use case analysis
  - Social media integration planning
  - Mobile application strategy consulting
  - Content acquisition planning
  - Search engine optimization analysis and strategy planning
  - Key word analysis and strategy planning
- Design
  - Drupal theme modifications and upgrades
  - Web design modifications
- Training
  - Drupal agile project management mentoring
  - Drupal content management training
  - Drupal development training

## **[5] CLIENT RESPONSIBILITIES**

In addition to any other responsibilities as set forth elsewhere in this SOW, Client agrees to assume the following responsibilities:

- (a) Schedule the services with Promet Solutions.

- (b) Communicate all material engagement or project matters to Promet Solutions through the Promet Solutions designated contact(s).
- (c) Provide full-time qualified, knowledgeable personnel capable of: (i) performing Client obligations; (ii) making timely decisions necessary to move the services forward; and (iii) participating in the project and assisting Promet Solutions's performance of the services as applicable.
- (d) Client will provide Promet Solutions staff with appropriate levels of access and privilege to systems and information necessary for Promet Solutions's performance of the services, including remote access and administration login credentials to existing servers, applications, and websites.
- (e) Client will be responsible for performing complete backup of all pertinent data and systems prior to the start of the engagement. Promet Solutions is neither liable nor responsible for the loss, backup, or restoration of any Client data or systems configuration.

If Client fails to fulfill the Client responsibilities specified in this SOW in a timely manner consistent with the terms of this SOW, and as a result Promet Solutions: (i) performs additional services; and/or (ii) is prevented from or delayed in performing services, Promet Solutions will have the right to assess fees in addition to those set forth herein. Any such additional fees will be calculated on a Time & Materials basis at Promet Solutions's standard consulting rates (see Appendix).

#### **[6] PROMET SOLUTIONS RESPONSIBILITIES**

In addition to any other responsibilities as set forth elsewhere in this SOW, Promet Solutions agrees to assume the following responsibilities:

- (a) Maintain engagement and project communications with Client, including reviewing the SOW and the responsibilities of both parties, scheduling the work, kicking off projects, and working with Client to establish required documentation during the engagement.
- (b) Provide regular status updates to Client and maintain online project tracking information.
- (c) Manage change management process if necessary.
- (d) Maintain risk assessment and review with Client if necessary.
- (e) Initiate escalation process with Client if necessary.

#### **[7] SCHEDULE**

Promet Solutions and Client will jointly determine timeframes for an anticipated schedule of services based on Promet Solutions' project engagement processes, which includes an understanding of the Client's business schedule, operational and maintenance schedule, and tolerance for any potential downtime of systems, servers, applications, and websites. Any dates, deadlines, or schedules contained in this SOW or otherwise are estimates only and the Parties will not rely on them other than for initial planning purposes.

- Flex Time hours may be used on an as needed basis as determined by Promet Solutions and Client. Exact dates and scheduling of services are purposely left TBD.
- Unless otherwise designated and agreed to by the parties, services will be performed during normal Business Hours Monday to Friday 9:00am to 5:00pm local time.
- Unless otherwise designated and agreed to by the parties, services performed at the request of Client outside of normal Business Hours, including without limitation for emergency downtime, maintenance outages, and/or operational needs, will be deducted at one and half times (1.5x) from the block of hours.
- Promet Solutions will respond to a request for services from Client by Next Business Day. A delivery timeframe for services will then be determined by Promet Solutions and Client.
- Alternately if Client requires faster response time, response outside of normal Business Hours, and Service Level Agreement (SLA) for delivery, provisions for this type of service will be provided to Client under separate scope of work and agreement for Promet Solutions' Managed Services.
- Work should not exceed more than 10 hours in a given day for any one Promet Solutions consulting resource.
- Development services will have specifications prepared and associated hours estimated. Approval by the Client will be via a written approval in the JIRA system used by both Client and Promet, or by email, prior to the initiation of services by Promet.
- Unused monthly support hours from the Drupal Managed Services Support SOW will be applied to development services detailed under this SOW prior to using hours from this SOW.

## **[8] FEES, INVOICES, PAYMENT TERMS**

For the services provided by Promet Solutions under this SOW, Client will be billed on a monthly basis for actual hours used. A backup document will be provided reflecting the actual number of hours used each month from the Flex Time Block of Hours as well as hours used from the Drupal Managed Services Support SOW.

### **Custom Services Options:**

An invoice will be provided reflecting costs for the custom services options listed below.

- 890.75 hours at a blended rate of \$135 per hour for a total budget of \$120,250
  - Billed monthly in arrears based on actual time used

Client will pay all undisputed invoices within forty five (45) days unless alternate payment terms are otherwise specified on the invoice. Invoices may be delivered via email, mailed to the principal address for Client stated in this SOW, or be handed off to a designated representative of Client directly.

Unless otherwise specified, the fees do not include any travel expenses to the Client site locations. Should travel be required for onsite visits and agreed upon by the parties, Client will reimburse Promet

Solutions for any services related travel expenses incurred by Promet Solutions. All Promet Solutions staff will follow the Promet Solutions travel and expense policy.

**[9] ESTIMATES**

The Parties acknowledge that any additional projected fees or hours discussed, and as may otherwise be set forth outside of the scope of this SOW, are only estimates based on the information available to Promet Solutions at the time of such projections, and the actual hours and fees billed by Promet Solutions may differ from these estimates based upon numerous factors including, but not limited to, Client's performance or non-performance of the Client responsibilities, changing Client's requirements, and development of a more detailed understanding of Client's requirements.

**[10] EXPIRATION OF OFFER**

The pricing and terms and conditions set forth in this SOW are valid for only thirty (30) days from receipt by Client. In the event this SOW is not executed within such time period, this offer will be effectively rescinded, and all terms will be null and void, and neither party shall have any obligation in relation hereto.

**[11] CHANGE ORDERS**

This SOW may be modified or amended only in writing prepared by Promet Solutions in a designated format provided by Promet Solutions and signed by both Client and Promet Solutions ("Change Order"). Each Change Order will be of no force or effect until signed by Client, transferred in its entirety to Promet Solutions so that it is received within thirty (30) days from the date on its cover page and then signed by Promet Solutions, except as otherwise agreed by Promet Solutions.

In the event of a conflict between this SOW and a Change Order, the most recent executed Change Order will prevail.



**[12] EXECUTION AND SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Agreement as of the day and year first above written.

**Promet Solutions Corporation**

**Martin County Board of County Commissioners**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Andrew Kucharski

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

Title: President

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A: STANDARD RATES AND FEES**

Promet Solutions Corporation provides a range of resources depending on project, support, and Client requirements. The Promet Solutions blended rate of \$135 per hour is applicable to all services provided to Client in accordance to a Statement of Work or other similar task order, agreement, or invoice executed by Promet Solutions and Client in the event that such agreements or invoices do not otherwise specify the rates and fees for services rendered.

**Minimum Charges.** A minimum initial charge of 1 hour will be billed to Client for any work performed. All additional work performed will be billed in 0.25 hour increments. Fractions of hours will be rounded up (e.g. 4.20 hours of work performed will be rounded up and billed as 4.25 hours).

**Travel Expenses.** Travel expenses will be charged at cost to Client for any work to be performed onsite at Client locations. Travel expenses may include flights, hotel, rental cars, meals, mileage, tolls, parking, and incidentals.

**Outside of Business Hours.** Any services performed outside of regular business hours will be billed to Client at 1.5x the hourly rate (e.g. Senior Developer hourly rate of \$150 x 1.5 will be \$225). Regular business hours are Monday to Friday 9:00am to 5:00pm local time excluding Federal holidays within the United States.