

Statement of Work

Version 1.0

03/07/2012

Presented by:

George Celvi

Confidentiality Notice

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Time and materials

|  |  |
| --- | --- |
| Client name | WolfGIS |
| Client’s administrator | Michael |
| Project name | DotNetNuke Content Management Website |
| Engagement duration | 9 Months |
| Begin date | 3/15/2012 |
| End date | 1/31/2013 |
| Statement Date: | 3/15/2012 |

Schedule of rates

Phasepoint Technology Partners consulting services rate is $125.00 (USD) per hour for this contract.

Phasepoint Technology Partners hosting services rate is $100.00 (USD) per month for this contract. *\*See Hosting Services Agreement*

DNN Training/Consulting services and Artist Rate is $60.00 (USD) per hour for this contract. Actuals will be billed as used. No minimum charge is applicable.

|  |  |  |
| --- | --- | --- |
| Line Item description | Quantity  (estimate in hours) | Cost (estimate) |
| DNN Site Creation WolfGIS.Com | 8 | $1000.00 |
| DNN Test Site Creation WolfGIS.Com | 4 | $500.00 |
| DNN Training/Consulting | 20 | 1200.00 |
| DNN Module Custom Configuration  (Rackspace backup, Security, DNS Redirect) | 4 | 500.00 |
| Artist Services | 20 | 1200.00 |
| **Totals** | **36** | $4400.00 |

Payment Terms

All invoices are generated monthly, on the 1st each month.

Project milestone payments will be invoiced on the 1st of the next month, following delivery.

Payment terms are Net 15 from invoice date.

Check payments are to be mailed to the following address: 7713 S Yarrow Ct Littleton, CO 80128. All payments will be made to Phasepoint Technology Partners.

Late payments may incur additional fees and fines.

Hosting services will be included as a line on item on monthly invoices.

Additional expenses and/or materials will be included as line items on monthly invoices.

Any payment not specified in dollar amounts will not be invoiced. These payments are expected to be paid in full at the time of delivery (Net 15 not applicable). These payments are substituted for hourly rate pay on custom module development. *\*See Custom Module Agreement*

**Contract Services Payment Schedule**

|  |  |  |
| --- | --- | --- |
| Milestone | Estimated Completion date | Payments due |
| Delivery of Main and Test Sites | 3/15/2012 | $1500.00 |
| Rackspace/Custom Module Configuration | 4/1/2012 | $ 250.00 |
| DNN Training/Consulting | 4/1/2012 | $1200.00 (actuals) |
| Artist Services | 4/1/2012 | $1200.00 (actuals) |
| DNS Redirect | 4/15/2012 | $ 250.00 |
| QR2 and Linear Barcodes | As Requested | $ 1599.00\* |
| Smith Consulting Retail Sales Cart | As Requested | $ 199.95\* |
| Smith Consulting Ecommerce Suite | As Requested(in lieu of above) | $ 699.00\*\* |

\*\* <http://store.dotnetnuke.com/home/product-list?searchtext=smith+consulting>

\* 3rd Party OEM Server license... price may vary slightly, as directed Phasepoint will procure and install... do to complexity.

Scope

Goals

* Implement DotNetNuke Content Management Website
* Implement ECommerce Sales / Software Download

Requirements

* DotNetNuke will be the platform used for Content Management.
* DotNetNuke website(s) must be secure.
* Initial DotNetNuke website must be able to replace existing WolfGIS website functionality (in addition to enhancements).
* Final DotNetNuke website must be able to accommodate additional WolfGIS franchises and enterprise growth.

Assumptions

* Project will begin with an initial training/knowledge transfer period. Purpose of evaluation is to assess project requirements and assist in ramping up WolfGIS personnel in configuration and content creation in DotNetNuke.
* A business modelling step will be performed to capture deeper requirements and enhance solution design. This step will identify DNN standard/custom modules to be implemented.
* Initial configuration and security implementation of website will be required.
* Initial implementation covers only standard DotNetNuke content capture and page / site navigation:
  + Images will be provide by WolfGIS
  + HTML will be created (with training) by WolfGIS
  + Flash will be provided by WolfGIS
  + YouTube/Videos, etc will be provided by WolfGIS
* Commercial DotNetNuke Modules will be purchased directly by WolfGIS and will be configured by WolfGIS/Phasepoint Consulting Services
* Deployment signifies the availability of the DotNetNuke website for users.
* Basic training will be provided for client Administrators and Users, where applicable.
* Michael is expected to be the only site administrator (initially). Multiple website users (non-administrative) are anticipated.
* DNN custom modules if required will be developed by Phasepoint under a separate proposal.

Exclusions

* Software costs are not included as part of this SOW, including standard DotNetNuke modules that are not free. WolfGIS will purchase / download these modules as required.
* Reuse of existing WolfGIS logos,videos, flash, text and graphics are anticipated as part of this contract
* Consulting sales and consulting marketing services are not included under this contract

Division of Labor

* Phasepoint Technology Partners will provide site creation, hosting and module configuration services as required for initial development and deployment.
* Phasepoint Technology Partners will provide custom software development where applicable and related to the WolfGIS WebSite.
* Client is expected to implement majority of site using WolfGIS personnel/contractors with training/techical support from Phasepoint Technology Partners.
* Client will provide quality assurance testing

Processes, Expenses, and Agreements

Change Management Process

Any changes increasing the scope of the project will require an increase of contracted hours.

In such events, Phasepoint Technology Partners will provide a description of the changes, the impact of the changes, and an estimate of cost.

If authorization regarding the acceptance of the change(s) is not received before milestone completion, the project milestones will be delivered under the original scope.

Change in scope will require alterations to the quantities and costs described in the “Schedule of Rates” section.

Change in scope will require alterations to the milestone dates and costs described in the “Payment Terms” section.

Engagement Related Expenses

If materials are required to support the delivered labor hours, their purchase must be directed in writing by the contracting company’s purchasing representative.

Such materials will be invoiced as a separate line item and will include a 15% mark up to cover handling.

Sales tax (as appropriate) will be invoiced separately.

Estimate does not include consultant travel expenses. Consultant expenses will be billed separately. Mileage at standard IRS approved rate for 2012

Custom Module Agreement

Custom DotNetNuke modules delivered under this contract can be redistributed by Phasepoint Technology Partners and WolfGIS(for usage in WolfGIS websites only).

Custom module source code will be archived and managed by Phasepoint Technology Partners.

Hosting Services Agreement

Phasepoint Technology Partners will provide website hosting services for the project deliverables.

Hosting services are billed on a monthly basis. Hosting services will begin once the **Delivery of Main and Test Sites** milestone is completed. Milestone completion date is currently estimated for completion on 3/15/2012.

Under this contract, Phasepoint Technology Partners will initially provide hardware and infrastructure for client website.

Future hardware needs and purchases are not covered under this contract.

Hosting service rates are subject to change. Reasons for change include, but are not limited to: bandwidth volume changes, user volume changes, software requirement changes, hardware requirement changes, maintenance/service requirement changes, and security changes.

Scheduling of website backups and network security are included as part of this contract.

Other IT services are not included as part of the hosting service agreement and are considered consulting services. Other IT services includes, but is not limited to, installation of new software, on-going maintenance/administration of existing software, and upgrades. IT services may incur additional consulting services fees.

Phasepoint Technology Partners is not on-call for hosting services, but can be reached during normal business hours for assistance and consulting services.

Disaster recovery is not included as part of this contact.

It is expected that after some the initial implementation/hosting period WolfGIS.Com will be migrated to a DotNetNuke cloud based/commercial hosting service.

Professional Services Agreement

Any items purchased on this contract will be delivered to the contracting company’s purchasing representative upon completion of the project milestones.

Subsequent delivery of work related products to third parties are beyond the scope of this contract and are the sole responsibility of the contracting company.

Quality Assurance testing is assumed the responsibility of the contracting company. If no response is received regarding product quality within 30 days of the latest milestone delivery date, then Phasepoint will consider the milestone requirements met and the project phase completed. Post milestone completion requests will be handled via the standard **Change management process**.

This is a contract for time and materials only. The only deliverable(s) currently authorized under this contract are hours.

Hours will be reported to the contracting company’s purchasing representative on a monthly basis, at the 1st of each month.

Any products generated through the labor on this statement of work belong to the contracting company.

If the contracting company terminates this contract prior to milestone delivery, the contractor will consider all inprocess milestones fulfilled. In this scenario, the contract will be considered complete, and all remaining (not inprocess) milestones will be void.

Phasepoint Technolgy Partners reserves the right to end this contract in the event of deliquent payments or client failure to meet division of labor requirements.

Phasepoint Technology Partners reserves the right to suspend work and deliverables in the event of deliquent payments or client failure to meet division of labor requirements.

Maintenance and upgrades to the product are not covered in this statement of work, and are expected to be the responsibility of the contracting company.

Deployment services includes packaging of any necessary application deployment and update files. Deployment services includes installation of files to the production-hosted environment.

Acceptance and authorization

By signing this agreement, the client, WolfGIS agrees to the terms and scope listed in this contract. Two Phasepoint Technology Partners are required to sign this contract for it to be valid. Work is to begin upon signed contract returned to George Celvi. Hours and costs estimated on this statement of work are only valid 30 days form the Statement date 7/30/2010 After the 30 day period, the Phasepoint reserves the right to re-evaluate the project and provide a new estimate.

The terms and conditions of the **Processes, Expenses, and Agreements** apply in full to the services and products provided under this Statement of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

|  |  |  |
| --- | --- | --- |
| Michael |  | George Celvi |
| Full name |  | Full name |
| Owner/President WolfGIS |  | Phasephoint Technologies Partner |
| Title |  | Title |
|  |  |  |
| Signature |  | Signature |
|  |  |  |
| Date |  | Date |

WolfGIS, LLC

PO Box 1802

Pell City, Alabama 35125

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| --- | --- | --- |
|  |  | Phillip Blanton |
|  |  | Full name |
|  |  | Phasephoint Technologies Partner |
|  |  | Title |
|  |  |  |
|  |  | Signature |
|  |  |  |
|  |  | Date |