

Pomeroy IT Solutions Sales Company, Inc
1020 Petersburg Road
Hebron, KY 41048

POMEROY
infrastructure. optimized.™

Pomeroy Staffing- Statement of Work

**PROJECT: Lexington, KY
Division of Waste Management
Accela Consulting Work**

Terms

This Statement of Work ("SOW") between Pomeroy IT Solutions Sales Company, Inc. ("Pomeroy") and the Lexington-Fayette Urban County Government ("Client" or "LFUCG") is governed by RFP #13-2016 Information Technology Consulting and Technical Services (the "RFP") and Pomeroy's Response (the "Response") to the RFP, the terms and conditions of which are and incorporated herein by reference as if fully stated. In the event of any conflict between this SOW and the terms of the RFP or the Response, the terms of this SOW shall prevail, followed by the RFP and then the Response.

1. Description of Services

The following is a description of the technology consulting services ("Services" or "Deliverables") to be performed by Pomeroy. The tasks and will be assigned to a qualified subcontractor (the "Subcontractor") with the express written consent of LFUCG in accordance with the RFP. Notwithstanding the foregoing, Pomeroy acknowledges and agrees that it shall be responsible for the timely performance of the Services and completion of all Deliverables set forth herein.

Technology Consulting Deliverables:

Either Pomeroy or the Subcontractor will consult with LFUCG to provide the following Services throughout the project on the hourly basis set forth below:

Business Analysis/Documentation - 40 hours
Solution Foundation and Business Rules - 160 hours
Testing and Defect Resolution - 40 hours
Supporting Documentation/Training – 24 hours
Reports 8hrs/Report - 40 hours
GIS layer Configuration and Testing - 10 hours
Total - 314

2. Project Duration

The term of this Project is estimated to last approximately 2 months. The start date is January 23, 2017, with a targeted completion date of March 23, 2017. This timeline is subject to change based on approval of this SOW by LFUCG.

3. Compensation

Pomeroy's billing rate for the work described above is \$150/hr based on Pomeroy's deliverable-based subcontract agreement ("Subcontract Agreement"). This Subcontract Agreement authorizes the Subcontractor to invoice LFUCG for an amount not to exceed the deliverable payment below. The Subcontractor shall complete the work required in accordance with the Deliverables set forth in Section 1 of this SOW. Either Pomeroy or the Subcontractor will notify LFUCG of any changes in scope, which shall be authorized by LFUCG in accordance with the Change Control Process set forth in Section 5 below. As stated above, Pomeroy acknowledges and agrees that it shall be responsible for the timely performance of the Services and completion of all Deliverables set forth herein. The following payment terms are in consideration of the Deliverables described herein.

Total \$47,100.00

Billing for this engagement shall occur on the last Friday of each month at the specified time and rate set forth above for the duration of the engagement.

Work shall be conducted during business hours on Monday through Friday. Pomeroy or the Subcontractor shall notify LFUCG if any of its employees are required to perform work for LFUCG beyond regular business hours, and if such a change necessitates a Change Control for the reasons outlined in Section 5 below of this SOW.

Payment terms are Net 30 days from date of invoice, contingent on credit qualifications.

4. Expenses

This agreement does not authorize Pomeroy or the Subcontractor to bill for any additional expenses incurred in the performance of the Services outlined herein.

5. Change Control Process

Pomeroy and LFUCG acknowledge that the scope of work contained in this SOW may change during the course of the Project. Either Pomeroy, the Subcontractor, or LFUCG may initiate a change order ("Change Control") to alter the scope of this SOW. Changes to this SOW shall be initiated by providing a written request to the other party. The parties will review any Change Control requests within five (5) business days and advise the other party if the request can be accepted. Changes will be executed as an amendment to this SOW only upon the mutual consent of both parties in writing.

For the purposes of this SOW, a material change shall constitute the following:

- Any request that increases or decreases scope of the Project
- An additional deliverable not defined in this SOW
- Material changes to an accepted deliverable

6. Acceptance

This SOW constitutes the entire agreement of the parties regarding the Deliverables described in Section 1 above and supersedes all prior or contemporaneous oral or written communications. No modification to this SOW will be binding unless in writing and signed by an authorized representative of each party. Signature on this Authorization to start work signifies acceptance of both the price and the standard terms and conditions stated herein.

Accepted by and on behalf of:

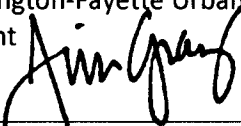
Pomeroy IT Solutions Sales Company, Inc:

Client: Lexington-Fayette Urban County
Government

Authorized Signature

Title

Date



Mayor

5-Jul-2016

Pomeroy IT Solutions Sales Company, Inc:

Authorized Signature

Title

Date



Director, Technical Services

2/16/17