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DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

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JK Seva Quote for City of Palm Bay Fire Department

Contract: NCPA - OMNIA 01-165

Quote #: Q-08451
Expires On: 12/27/2024

Ship To
City of Palm Bay Fire Department

Quote For:
Name: Brian Robinson
Company: City of Palm Bay Fire Department
Email: brian.robinson@palmabayflorida.org
Phone: 321-409-7109

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
JKSU-C01	JKSU Configuration Package: CORE. Includes Go Live Preparation & Promotion Support. Add-on Service: Workday (360 Degree. Please see attached SOW incorporated by reference.	2.00	\$10,750.00	\$21,500.00
TOTAL:				\$21,500.00

Exhibit A

Statement of Work Summary Information	
Project Description (short):	UKG TeleStaff Implementation
Client Project Manager:	TBD
JKS Project Coordinator:	TBD
JKS Account Rep:	Bill Mitchell (bmitchell@jkseva.com)

STATEMENT OF WORK DETAILS

The details for this SOW are fully defined below in Attachment 1 to this SOW.

OWNERSHIP OF DELIVERABLES

Deliverables and all other work products, such as scripts and workflows, developed by JKS or otherwise under this Agreement (the “Deliverables”): (i) uniquely for **Client** or based on **Client**’s specifications, and paid for by the Client under this Agreement or any other Scope of Work Authorization; (ii) that are reports, templates, or other materials containing **Client** data; and/or (iii) that are expressly stated in a Scope of Work Authorization shall be owned by **Client**. JKS hereby forever, irrevocably, and unconditionally assigns, transfers, and conveys to **Client** all rights, title, and interest in and to all Deliverables and all patent, copyright, trade secret and other intellectual property rights therein, world-wide. Upon its completion, or at the request of **Client** at any time, JKS shall deliver to **Client** all Deliverables including, without limitation, all source code and documentation thereof.

RETURN OF MATERIALS

Upon termination, expiration or cancellation of this Agreement for any reason whatsoever, and upon receipt of full payment of all fees due and payable pursuant to this SOW, JKS shall promptly deliver to **Client** all copies of all Deliverables developed or created by or on behalf of JKS as specified in the applicable SOWs, but not yet provided to **Client**, in whatever stage of completion, including without limitation any source code and programmer’s notes with regard to any Deliverables that are computer software. In addition, JKS shall return to **Client** all materials provided to JKS by **Client** hereunder, including (without limitation) all **Client** Confidential Information and any materials owned by **Client**, and copies thereof. Upon request in writing by **Client**, JKS shall provide **Client** with a certificate of compliance with this Section.

CHANGE CONTROL PROCEDURE

Change Control Procedure. **Client** or JKS may, at any time upon written notice to the other party, request increases or decreases in the scope of the SOW.

(1) **Client** Increases in Scope. If **Client** requests an increase in the scope of Services of the SOW, **Client** shall notify JKS in writing, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, JKS shall provide **Client** with a written response that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase or credit, and the specific impact on the schedule. If JKS's response is approved by **Client**, **Client** shall issue a change control form ("Change Control Form"), which will be approved, in writing, by **Client** and executed by JKS.

(2) JKS Increases Scope. JKS may request additions to the scope by providing the Client with a written request that shall include a statement as to whether the change has an associated cost or schedule impact. If the change has an associated cost or schedule impact, the statement shall include the price increase and the specific impact on the schedule. If JKS's request is approved by **Client**, **Client** shall issue a Change Control Form, which will be approved, in writing, by **Client** and executed by JKS.

(3) Decreases in Scope. **The Client** shall have the right, in its sole discretion, and for any reason whatsoever, to decrease the scope of the Services. In such a case, the fee for the SOW will be reduced by an amount consistent with the decrease in scope. JKS requires a 10-day notice of any decrease in the scope where consultant time has been confirmed.

ACCEPTANCE PROCEDURE

JK Seva grants to **Client** a ten (10) business days acceptance period ("Acceptance Period") commencing on the date completed Services are delivered to **Client**. **The Client** shall have the right to reject the Services, in whole or in part, during the applicable Acceptance Period for JKS's failure to successfully meet the specifications as contained herein, with such determination to be made in the Client's reasonable judgment. At the end of the applicable Acceptance Period, if **Client** has not rejected the Services, the Services shall be deemed to be accepted by **Client**; provided, however, that **Client**'s acceptance of the Services shall not be deemed a waiver of any of **Client**'s warranty rights as expressly provided herein. In the event **Client** rejects the Services within the initial Acceptance Period, JKS shall, upon receipt of written notice from **Client**, be given an additional ten (10) business days period to cure any deficiency identified by **Client**. In the event JKS is unable to cure said deficiency within this additional ten (10) day period, **Client** may, in its sole discretion: (a) at no additional cost to the Client, require JKS to immediately provide additional staff, as required, so as to not impact **Client**'s project completion dates, to perform further work on the Services not accepted or to provide proof that changes are not necessary; or, (b) terminate this SOW in part with respect to Services not accepted, in which event any and all fees paid by **Client** to JKS in connection with the Services shall be refunded to **Client** in full and **Client** shall have no further obligations to JKS with respect to such Services; provided, however, that the foregoing shall not be deemed to limit **Client**'s other rights to terminate this Agreement as provided herein, any other rights **Client** may have at law or in equity, or JKS's warranties as expressly provided herein.

Both **Client** and JKS will use best efforts to resolve promptly and in good faith, all disputes that may arise during the administration of the SOW. An escalation procedure will be established between JKS and

Client to identify critical unresolved issues and ensure that higher levels of management are informed so that necessary action is taken to resolve the issue.

ISSUE RESOLUTION AND ESCALATIONS PROCEDURE

The JKS Project Manager Office (PMO) will hold the primary responsibility to resolve any issues regarding engagement delivery and execution under this SOW.

Escalation paths will be defined at the commencement of the engagement. Similarly, key **Client** contacts will be defined for issue resolution and escalation at the commencement of the engagement.

The escalation process and timelines are fully defined below in Attachment 2 to this SOW.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ACCEPTED BY: _____

ACCEPTED BY: _____

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Attachment 1

PROJECT DESCRIPTION:	UKG TeleStaff Implementation
TOTAL COST:	\$21,500
START DATE:	TBD
ESTIMATED END DATE:	TBD
CLIENT PROJECT COORDINATOR/MANAGER:	TBD
JKS PROJECT COORDINATOR/MANAGER:	TBD

Initial Discovery Data:

Employees:

- 165 employees

Divisions:

- Fire

Events:

- N/A: No extra duty module required

Bidding:

- N/A: No bidding required

Integrations:

- Payroll: Workday, Bi-directional

SCOPE OF SERVICES

- **Security Management**
 - Multiple staffing authorities/roles
 - Multiple login policies
- **Organization Management**
 - Single Business Units/Staffing Groups
 - Overtime Hiring practices vary for staff in the business unit(s)
 - Time Off Requests practices vary for staff in the business unit(s)
 - Examples: Patrol, Jail, Fire Suppression, Communications, etc.
 - If exists, all employees are covered under the same union contract/MOUs
 - Define skills, specialty and/or certification at position, unit or area
 - Event Type and Extra Units for Special Deploy (1 Event type)
 - Deploy extra unit to the roster
 - JKS will Configure one Event Type and provide training so Client can create other Event Types
 - Unlimited Event types can be created and Client will be trained on how to create
- **Shift Management**
 - Ability to support multiple (Up to 10) shift patterns for a single business unit
 - Support of “Short” Days
- **Roster Management**
 - Include multiple roster views
 - Roster Headcounts
 - Minimums Staffing (Leave Thresholds/Roster Counts/Alarms)
- **Multi-day Schedule**
 - Include multiple views
- **Code Management**
 - Signup Process
 - The ability for user to make themselves available or not available for work
 - The ability for users to sign up for special event opportunities
 - Validate Dynamic/Static issues
 - Accrual Code Management
 - Initial accrual code(s) balance(s) - manual or import
 - No cascading accrual process
 - Customer responsible for ongoing accrual code updates
 - Import required to be in UKG format.
 - Time Off Request – Various non-working codes (Vacation, Comp, Sick, etc.)
 - Ensure compliance with union rules, common business practices, etc.
 - Validate Dynamic/Static issues
 - With or without approvals - Workflows
 - Shift trades
 - One Way & Two Way
 - Ensure compliance with union rules, common business practice, etc.

- Validate Dynamic/Static issues
 - With or without approval by code - Workflows
- **Overtime/Special Event Hiring (Fill by Rule)**
 - Multiple hiring/staffing list selections (*up to 2 Hiring Strategies per staffing group*)
 - Linked Hiring/Staffing Lists with sorting criteria for each list (*up to 3 Hiring Lists per staffing group*)
 - Fatigue Rule (*1 Fatigue Rule if necessary per staffing group*)
- **Dynamic/Static Issues**
 - To support Work Code management and Roster management (roster moves)
- **Workflow notifications**
 - To support Work Code management
- **Report Management**
 - Standard reports
- **Export Management**
 - Standard payroll export configuration variable length flat file
 - Roster Type report export for downstream RMS and CAD systems
- **SSO Configuration or Multi-Factor Authentication**
- **Outbound Functionality**
 - SMS - Twilio Account Required
 - Email
- One production cutover upon successful user acceptance testing
- One-time data import of customer-supplied person data in UKG standard format
- JKS will provide two, remote Education sessions

ADD-ON SERVICES

- Integrations: 360 degree / Bi-directional
 - Payroll: Workday
 - UKG TeleStaff, bi-directional in/out of Workday with standard data

METHODOLOGY AND APPROACH

- **Remote Services:** All services will be provided remotely
- **Project Management:**
 - Creation and maintenance of a project plan, issues and risks management, and necessary status calls (no more than 1x/week) and reports.
 - Jointly run project: JKS Project Manager will work with the **Client** Project Manager.
 - Transition to UKG Global Support after the first deployment Go-Live.
- **Project Approach:**
 - Initial Discovery Session with **Client** with all necessary personnel including Project Sponsor.
 - JKS plans to create one solution design for your organization from the Discovery Session, **Client** review, JKS make necessary configuration changes (within scope), **Client** review, and **Client** sign-off.
 - JKS performs the “Run Data Validation” test, **Client** team will conduct at least one testing cycle to accept the solution (JKS will provide support for up to two weeks of testing “UAT”). **Client** and JKS sign-off on UAT.
 - Re-configuration: if necessary, JKS will complete. **Client** tests changes.
 - Go/No-Go Decision (Meeting with JKS and **Client**)
 - JKS (and **Client**) send authorization for “Cutover” to UKG.
 - UKG prepares and promotes to Production (JKS supports).
 - JKS will support one production cutover
 - JKS will support up to two payroll cycles
- **Architecture:** Two environments (1 Production, 1 Non-Production).
- **Education Strategy:**
 - JKS will provide two, remote Education sessions.
 - **Client** conducts online education by UKG through University (required), with additional information and toolsets to educate end-users.
 - JKS recommends **Client** evaluate creating a customized education program (can be guided by JKS but not included).
 - UKG education curriculums can be reviewed on the UKG Community website.
- **Project Timeline:**
 - The project will begin based on a timeline mutually agreed upon by Client and JKS, following the receipt of a fully executed contract from all parties.
 - JKS Fixed Fee Package implementations are designed to deliver value quickly to your organization. Project timelines usually span up to 6 months.
 - Implementation support for this period is included in the package with an estimated duration of 16-20 weeks.
 - Extended project timelines and scope beyond this must be supported with additional services agreed upon via Change Order.
- **Change Orders (CO):**
 - Once Discovery is complete and signed off, no more changes will be permitted unless a CO is initiated and time permits.

GENERAL PROJECT ROLES AND RESPONSIBILITIES

The general Roles and Responsibilities outlined in JK Seva's SOW and fee estimates are contingent on their accuracy. Estimates and expenses may be adjusted if any Role or Responsibility is found to be incorrect.

<u>Roles</u>	<u>Responsibilities</u>
Client	Provide appropriate assistance, allocate adequate resources, and assign a project sponsor during the project period.
	Maintain UKG product licensing/SaaS agreement and support.
	Assist with UKG TeleStaff integration tasks with Workday (360 degree).
	Ensure prompt attention to data discrepancies for data cleansing to prevent delays.
	Responsible for application testing and data validation.
	Expedite escalation and decisions with JK Seva management.
	Provide access to all applicable project tools.
	Notify JK Seva of blackout dates, holidays, and resource absences within the first 10 days of the project.
	Maintain licensing for Twilio (if SMS messaging is required).
	Ensure communication between Client IT, JK Seva, and UKG Technical Consultants to help avoid any delays.
	Provide accurate data for imports (Data, Accruals, etc.) to avoid delays or the need for Change Orders.
	Client confirms that one Staffing Group is defined for this project: scheduling practices and rules between groups may be separate and subject to different configurations.
JKS	Provide support during application testing and data validation, but Client holds ultimate responsibility.
	Work with Client to expedite escalations and decision-making processes.
	Adhere to the project methodology involving 1 Prod/1 Non-Prod environment, 1 discovery, solution design, testing cycle, and 1 Production cutover.
	Adhere to project timelines with testing to be completed one month before go-live.
	Follow the existing contracts with the Client without overriding them.
	Provide instructions for access to University and UKG Community.
	Complete UKG TeleStaff integration tasks with Workday (360 degree).
	Transition Client to UKG Support upon Go Live and Post Go Live Support is satisfied.

PRICING

The following is the **Fixed Price** and the Client will be invoiced as estimated and presented

Payment/Payment Terms:

- JKS will submit invoices to the Client as follows:
 - o 25%: Upon signature of MSA and SOW
 - o 25%: TBD (Numeric Date): Configuration Sign-off
 - o 25%: TBD (Numeric Date): Testing Sign-off
 - o 25%: TBD (Numeric Date): Go-Live
- Client agrees to immediately bring to JKS's attention any discrepancy in the invoice upon receipt
- Payments for services rendered and expenses incurred are due upon receipt. Client agrees to pay all invoices within thirty (30) days of the invoice date. Failure to make timely payment will result in the suspension of all services under this agreement. A late fee of 2% will be applied to any overdue invoices, along with interest charged at the maximum rate permitted by Florida law.
- Please provide details below regarding where invoices and information would be submitted, and any other relevant information.

Accounts payable information	Contact Name	Contact Email	Contact Phone
AP contact			
AP approver			

Any other information

Attachment 2

For issue resolution please follow the process below to resolve any issues:

1. Please contact Bill Mitchell, President
Email: bmitchell@jkseva.com
Phone: (925) 682-4800 x470
2. Please contact Chris Schneider, CFO
Email: cschneider@jkseva.com
Phone: (925) 682-4800 x475