



**IBM Statement of Work  
for  
Project Management Services**

**Prepared For**

**City of Fort Lauderdale  
Fort Lauderdale, FL  
November 20, 2012**

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## 1. Statement of Work

This Project Management Statement of Work #JEB1912-002 ("PM SOW") for IBM Services is issued subject to and will be governed by the terms of the Agreement for Special Projects – First of a Kind Project ("FOAK Agreement"), #JEB1912, and governs activity by which International Business Machines Corporation ("IBM") and the City Fort Lauderdale, FL ("City of Fort Lauderdale") collaborate on first of a kind project activities (each called a "FOAK Project"). Said agreement is incorporated by reference and made a part of this PM SOW agreement.

Changes to this PM SOW will be processed in accordance with the procedure described in Appendix A-1 Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this PM SOW and the Agreement.

The following are incorporated in and made part of this PM SOW:

- Appendix A - Project Procedures
- Appendix B – Deliverable Materials
- Appendix C – Signature Document

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this PM SOW and the FOAK Agreement, this PM SOW will govern. In entering into this PM SOW, the City of Fort Lauderdale is not relying upon any representation made by or on behalf of IBM that is not specified in the FOAK Agreement or the PM SOW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under this PM SOW. This PM SOW, its Appendices, and the FOAK Agreement represent the entire agreement between the parties regarding the subject matter and replace any prior oral or written communications.

### 1.1 Project Scope

The IBM Services that are the subject of this PM SOW include:

- Project Management

### 1.2 IBM Responsibilities

Under this PM SOW, IBM will undertake the following activities:

#### 1.2.1 Project Management

The IBM Project Manager will:

1. Coordinate activities with the City of Fort Lauderdale Project Manager
2. Establish and maintain project communications through the City of Fort Lauderdale Project Manager
3. Review and administer the Project Change Control Procedure with the City of Fort Lauderdale Project Manager
4. Develop a project plan
5. Measure, track and evaluate progress against the project plan
6. Resolve deviations from the project plan with the City of Fort Lauderdale Project Manager
7. Coordinate and manage the technical activities of IBM's project personnel
8. Conduct regularly scheduled meetings with the City of Fort Lauderdale Project Manager to review project status
9. Prepare Status Reports.

#### Deliverable Materials:

**Project Status Report Deliverables:** "Project Status Report Deliverables" means status reports that IBM will deliver to you as part of the Services. The term "Project Status Report Deliverables" does not include programs, program listings, programming tools, or any other documentation, materials, or other works of authorship.

IBM will deliver the following Project Status Report Deliverables as part of this PM SOW:

- Quarterly Project Status Report delivered at the end of each active quarter (3 months period) of the FOAK Project

**Completion Criteria:** This activity will be complete when the above noted deliverables have been provided to the City of Fort Lauderdale Project Manager.

### **1.3 City of Fort Lauderdale Responsibilities**

The successful completion of the proposed scope of work depends on the full commitment and participation of City of Fort Lauderdale management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. The City of Fort Lauderdale is required to perform its obligations in the Agreement and this PM SOW. IBM's performance is predicated upon the following responsibilities being fulfilled by the City of Fort Lauderdale, as scheduled in the IBM project schedule. Delays in performance of these responsibilities may result in delay of the completion of the project, and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

#### **1.3.1 City of Fort Lauderdale Project Manager**

Prior to the start of this PM SOW, the City of Fort Lauderdale will designate a person (the "Project Manager") who will be the focal point for IBM communications relative to this project. The City of Fort Lauderdale Project Manager's responsibilities include:

- a. Serve as the interface between IBM's project team and all of your departments participating in this project
- b. Obtain and provide information, data, decisions and approvals within the scope of his/her authority, within three (3) business days of IBM's request, unless we mutually agree to an extended response time
- c. Ensure the appropriate personnel for your activities, described in this PM SOW, are made available by your organization
- d. Participate in status meetings with the project team, as required
- e. Help resolve project issues, and escalate issues within your organization
- f. Allow IBM and its subsidiaries to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of IBM and its subsidiaries for uses consistent with their collective business activities, including communicating with you (for example, for processing orders, for promotions, and for market research)
- g. Be responsible that the systems and programs meet the requirements of applicable laws, regulations and statutes.

### **1.4 Deliverable Materials**

#### **Type 1 Materials**

The Deliverable Materials under this PM SOW are all "Type 1 Materials".

Type 1 Materials means that:

- a) The City of Fort Lauderdale will own the copyright in Materials created as part of the IBM Service that are identified as "Type I Materials" and each such Material will constitute a "work made for hire" to the extent permissible under U.S. copyright law. If any such Materials are not works made for hire under applicable law, IBM assigns the ownership of copyrights in such Materials to the City of Fort Lauderdale. The City of Fort Lauderdale grants IBM an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Type I Materials.
- b) In addition, IBM or its suppliers retains ownership of the copyright in any of IBM's or its suppliers' works that pre-exist or were developed outside of this PM SOW and any modifications or enhancements of such works that may be made under this PM SOW. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to the City of Fort Lauderdale, if any, or otherwise IBM grants the City of Fort Lauderdale an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce,

display, perform, and distribute (within the City of Fort Lauderdale's Enterprise only) copies of such Materials.

c) The Type I Deliverable Materials resulting from the successful completion of this Project will be the reports defined pursuant to Appendix B of this Addendum. These Materials are separate from and not a part of the Work Product.

IBM will provide the City of Fort Lauderdale with one electronic copy of the Materials as listed in Appendix B – Deliverable Materials which will be provided as other Deliverable Materials. The content of each Deliverable Material is described in Appendix B –Deliverable Materials.

- Quarterly Project Status Report

### **1.5 Estimated Schedule**

The Services will be performed consistent with the estimated schedule mutually agreed upon by both of us. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule. For planning purposes the Estimated Start Date is January 1, 2013 and the Estimated End Date is December 31, 2013.

### **1.6 Charges**

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the PM SOW will be **\$150,000.00**. The fixed price is the maximum charge for the Services described in this PM SOW and is inclusive of any travel and living expenses and any applicable taxes. The payment schedule is provided in Section 1.7 of this document.

Payment is due upon receipt of invoice and payable within 45 days. In the event of late payment, IBM reserves the right to suspend the provision of Services.

For electronic funds transfer of payments:

Wachovia Bank, Charlotte, NC, Account # 6262-059283, ABA # 053100494

You will make payment to the following address (checks):

IBM Corporation  
Attn: Cash Receipt Desk  
PO Box 75082  
10301 David Taylor Drive  
Charlotte, NC 28275-0082

### **1.7 Payment Schedule**

The City of Fort Lauderdale agrees to pay IBM for the Services on a fixed-price basis. IBM will invoice the City of Fort Lauderdale monthly for \$12,500.00 at the end of each month for 12 months.

## **Appendix A: Project Procedures**

### **A - 1: Project Change Control Procedure**

The following process will be followed if a change to this PM SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice City of Fort Lauderdale for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this PM SOW and the FOAK Agreement
- A written change authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the PM SOW

### **A - 2: Deliverables Materials Acceptance Procedure**

The Deliverable Material as defined in Appendix B – Deliverable Materials will be reviewed and accepted in accordance with the following procedure:

- One (1) electronic draft of the Deliverable Material will be submitted to the City of Fort Lauderdale Project Manager. It is the City of Fort Lauderdale Project Manager's responsibility to make and distribute additional copies to any other reviewers
- Within five (5) business days of receipt, the City of Fort Lauderdale Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written (electronic or paper) list of requested revisions. If IBM receives no response from the City of Fort Lauderdale Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted
- The IBM Project Manager will consider City of Fort Lauderdale's timely request for revisions, if any, within the context of IBM's obligations as stated in Appendix B – Deliverable Materials
- Those City of Fort Lauderdale revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the City of Fort Lauderdale Project Manager at which time the Deliverable Material will be reviewed for acceptance in accordance with acceptance procedures
- Those City of Fort Lauderdale revisions not agreed to by IBM will be managed in accordance with Appendix A-1 Project Change Control Procedure

Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3

### **A - 3: Escalation Procedure**

The following procedure will be followed if resolution is required to a conflict arising during the performance of this PM SOW.

- When a conflict arises between the City of Fort Lauderdale and IBM, the project team member(s) will first strive to work out the problem internally
- Level 1: If the project team cannot resolve the conflict within two (2) working days, City of Fort Lauderdale Project Manager and IBM Project Manager will meet to resolve the issue
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, City of Fort Lauderdale Executive Sponsor will meet with the IBM Project Executive to resolve the issue

- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A-1
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate this PM SOW. The right to termination under this Appendix is in addition to any termination rights in the FOAK Agreement. If the conflict is addressed by termination, City of Fort Lauderdale agrees to pay IBM invoices not in dispute through termination. In no event, shall the City of Fort Lauderdale be responsible for any amounts in excess of the monthly charge accrued up to termination of this PM SOW.
- During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The City of Fort Lauderdale agrees to pay invoices relating to items not in dispute per this PM SOW and the Agreement.

## Appendix B: Deliverable Materials

### B - 1: Project Status Report (Type 1 Materials)

**Content:** Each status report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Issues, risks and recommendations.

**Delivery:** IBM will deliver a status report every three months from the start of the FOAK project for the duration of the project. One (1) copy of each report, in reproducible format, will be delivered to the City of Fort Lauderdale Project Manager within five (5) business days following the reporting period.



## Appendix C: Signature Documents

Both parties agree that this PM SOW, together with all other referenced documents, is the complete agreement between us and replaces any prior oral and/or written communications between the parties concerning this subject matter. By signing below, the parties agree to the terms of the PM SOW. Once signed, any reproduction of this PM SOW made by reliable means (for example, photocopy or facsimile) is considered an original.

ATTEST:

Jonda K. Joseph  
 Jonda K. Joseph, City Clerk

City of Fort Lauderdale  
 By: [Signature]  
 John P. "Jack" Seiler, Mayor

By: [Signature]  
 Lee R. Feldman, City Manager

Approved as to form:

[Signature]  
 Senior Assistant City Attorney

WITNESSES:

\_\_\_\_\_  
 Signature  
 Print Name:

[Signature]  
 Signature  
 Print Name: DAVID J. EDWARDS  
 (CORPORATE SEAL)

IBM  
 By: \_\_\_\_\_  
 Print Name:  
 Title:

ATTEST:

\_\_\_\_\_  
 Secretary

STATE OF Georgia  
 COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 8 day of January, <sup>2013</sup>~~2012~~, by David Edwards as president for International Business Machines Corporation, a New York Corporation authorized to transact business in the State of Florida.

[Signature]  
 (Signature of Notary Public - State of \_\_\_\_\_)



Print Type, or Stamp Commissioned Name of Notary Public  
 Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced: Drivers License