

Website Maintenance Renewal Agreement

Prepared for:

Natasha Mathurin-Phaire

Virgin Islands Board of Education

Prepared by:

Shomari A. Moorehead

CrucianPoint, LLC

October 5, 2019

A. Scope of Services

In 2016 CrucianPoint was selected to design, develop, and maintain a new website for the Virgin Islands Board of Education.

This scope of services outlines services CrucianPoint will provide to the Virgin Islands Board of Education.

Services

- Web hosting (paid to MediaTemple)
- Additional support as needed
- Additional system training
- Merchant Account (paid to Authorize.net)
- Activate Teacher Certification application
- Staff training for teacher certification
- Uptime monitoring
(monitor website 24/7 to make sure it is up and running)
- Software updates
(Update server software, content management system and plugins as needed)
- **Maintenance/support** services including all work needed to ensure that the VIBOE website online and functional.
 - Daily and Weekly off-site website backups
(Backup website files and database on a **remote** server)
 - Annual Standard SSL certificate
(Used for securing information submitted via the website)
 - Email and Phone Support
(Technical support can be requested via our support portal or phone call)
 - Quarterly website and optimization
(Remove temporary files and adjust settings for optimal performance)
- Payment to Authorize.net for up to \$2,500 previously paid

B. Pricing

Reoccurring Services	Cost/Yr
Monthly Maintenance/Support	\$3,600.00
Retainer of 35 hours on-call support and additional website changes	\$3,500.00
Virtual Private Server - <i>MediaTemple.net</i>	\$1,200.00
	\$8,300.00

Monthly Maintenance includes:

- Uptime monitoring
- Daily website backups
- Website software updates
- Annual SSL certificate
- Email and phone support

Monthly Maintenance DOES NOT include the following services, which, when requested, will be billed as part of the retainer:

- SEO monitoring
- Performance optimization
- Monthly analytics
- Content updates
- Structural changes
- Latest browser support
- On-site support
- Research and strategy consulting

The retainer of 35 hours will cover any additional work not included in the original contract or listed under maintenance. This includes changes to the online applications or request for additional features. Any unused time will roll over to the following year. If the entire block of hours is used, additional time is billed at an additional discounted rate of \$100/hour.

Related Services Not Included but Managed by VIBOE Staff

- Annual domain renewal: myviboe.com
- Responding to application inquiries
- Website content updates
- Quarterly analytics reports
(Summary of website analytics – visitors, top content, trends)

C. Terms

Responsibilities

As part of an ongoing maintenance plan, CrucianPoint, LLC will:

- Handle all staff support inquiries and reply within 2 business days for non-emergency requests and 4 hours for all emergency requests.
- Provide VIBOE with access to analytical tools.
- Work with VIBOE employees to ensure website content is kept up to date.
- Release enhancements and updates to the website as requested and agreed upon.
- Provide analytics to the VIBOE on customer usage on a quarterly basis or as agreed upon.

The Virgin Islands Board of Education will:

- Provide a contact person with knowledge of the requirements to answer any questions and approve any changes.
- Notify CrucianPoint, LLC of any errors or omissions via email. Updates will be completed within 5 business days.
- Provide CrucianPoint, LLC with all required photographs, logos, and other images necessary for the website.
- Approve designs and functionality within 2 business days. Any delays in approvals will affect scheduled releases.

Deliverables

- Fully functional website
- VIBOE employees trained on how to upload/manage content

Travel

The Board of Education will pay for necessary and reasonable out-of-pocket expenses, at cost, in connection with the provision of services under the terms of the Agreement. Out-of-pocket expenses may include airfare, lodging, ground transportation and other such costs that are necessary in conducting business on behalf of the Board within the agreed upon scope of work. In no event shall those costs exceed the costs allowed by the Board of Education Travel Policy. **Note: Copies of receipts for purchases over \$25 detailing the expense are required to be provided before reimbursement.**

Renewal

The Virgin Islands Board of Education may exercise the option to renew the maintenance agreement for an additional year each year.

Support

- CrucianPoint, LLC may use third party vendors and hosting partners to provide some portions of the necessary software, networking, storage, and related technology required to run the service.
- CrucianPoint, LLC does not warrant that (i) the service will be uninterrupted, timely, or error-free or (ii) the results that may be obtained from the use of the website may be 100% accurate or reliable.

Legal

FORCE MAJEURE: Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to an Act of God, Act of Public Authority, or to any other cause beyond its control.

CONFIDENTIALITY AND USE: Except for such information as is in the public domain prior to the Effective Date of a signed agreement, or thereafter comes into the public domain through no breach of this agreement, all information and data either party (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (i) as expressly set forth in the Engagement Letter, (ii) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 11(a), (iii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining hereto, or (iv) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source which the receiving party believes is not prohibited from disclosing such information, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party.

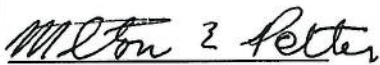

NON-EXCLUSIVITY: CrucianPoint, LLC may provide any service to any person or entity and develop for itself or for others, any materials or processes including those that may be similar to those produced as a result of the services, provided that CrucianPoint, LLC complies with its obligations of confidentiality set forth hereunder.

D. Agreement


This proposal is valid until Saturday, February 29, 2020. Terms described herein may be subject to change thereafter.

Either party will have the right to terminate this Agreement with or without cause on forty-five (45) days written notice to the other party specifying the date of termination.

IN WITNESS WHEREOF, the parties have hereunto executed this proposal effective as the last date of signature below and that all terms and conditions have been agreed to.

Customer	CrucianPoint, LLC
 Signature	 Signature
<u>Milton E. Potter</u> Printed name	<u>Shomari A Moorehead</u> Printed name
<u>Executive Director</u> Title	<u>President</u> Title
<u>2/5/2020</u> Date signed	<u>10/05/2019</u> Date signed

APPROVED BY PROPERTY AND PROCUREMENT

BY: 
Anthony D. Thomas, Commissioner

Date: 3/12/2020