

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2483

TITLE/DESCRIPTION: AVIATION VBLOCK UPGRADE PROJECT

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Alexander Open Systems, Inc. ("AOS", "CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated April 4, 2018 that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2483 that is incorporated into this Contract by reference;
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Work

Attachment B: Pricing Model

Attachment C: Project Plan

Attachment D: Contractor Support Priority, Response and Resolution Guidelines

Attachment E: City Support Escalation Procedures

Attachment F: HRD Documentation

Attachment G: Bonding Documentation

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on July 30, 2018 and shall end on July 29, 2019. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. There are no renewal terms in this contract.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. CITY shall pay CONTRACTOR on the following basis: **according to the scope of work in Attachment A and the rate table in Attachment B.**
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: **per the Pricing Model set forth in Attachment B.**
- C. There are no annual increases allowed under this contract. All pricing is based on a discount off of the Dell / EMC pricing available. Pricing will be obtained via quote or statement of work at the time of the need. All pricing will follow, at a minimum, the pricing discounts listed in the pricing model set forth in Attachment B.
- D. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of

race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106

Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: Cecilia Abbott, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3127

If to the CONTRACTOR: Tommy Messersmith
Government Account Manager
Alexander Open Systems, Inc.
12980 Foster St #300
Overland Park, KS 66213
Telephone: (913) 744-3255

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (c) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or

employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall

be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. F**. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 32(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery

point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

ATTACHMENT A: SCOPE OF WORK

1. STATEMENT OF NEED

The Aviation Department's main server infrastructure is over 95% virtualized. All the servers the Department utilizes for line of business applications are virtual machines running VMWare on a VCE VBlock platform. The Department has 2 VBlocks in 2 separate locations that mirror one another for Disaster Recovery and High Availability. These two locations are the KCAD Administration building at KCI and at 300 Richards Rd at the Downtown Airport. Along with the core VBlock platform, the Department also utilizes EMC Recover point for SAN replication and EMC Avamar Grid for data protection. The Avamar Grid is utilized in the main datacenter to back up all data from the main VBlock and is replicated to a second Avamar Grid at the remote DR site. The Department also uses VMWare Site Recovery Manager.

This virtual environment redundantly hosts the following systems.

- Departmental phone system (Cisco UC).
- Flight Information Display system (FIDS).
- FlyKCI and FlyMKC Websites.
- Parking Revenue Control system.
- Property Management and Accounts Receivables system.
- All other custom and vendor supplied applications.

Some of the critical components in both of these existing VBlocks have reached End of Life and maintenance is limited.

In addition to the VBlock infrastructure for the main Line of Business servers, the Department also has a separate server infrastructure that runs the camera security (CCTV) and access control systems for the airport campus. These physical server arrays connect to various disparate Promise Storage arrays. These storage arrays are housed in a datacenter in the Airport Police Building. There is also a redundant site in an IT communication room in the bottom of Terminal B. Every camera in the airport CCTV system sends recordings to both server-recoding arrays in both locations.

2. OBJECTIVE

The intent is to upgrade and replace the current VBlock platforms and virtualize and consolidate the CCTV recoding servers and run them on the VBlock virtual platform.

The first phase of this project is to replace the VBlock at the main datacenter and to add a second VBlock at the Airport Police building. These two VBlocks will provide redundancy for the Line of

Business servers as well as the Camera recording servers. The proposed solution also includes replacing the VBlock at the DR site with a VCE/VXRail solution since only Line of Business applications will be replicated to this site. This project will include replacing and upgrading the Avamar system as well as Recover point and proposing a solution to effectively employ VMWare SRM to replicate the necessary servers accordingly.

The second phase of this project will be replacing the storage arrays and the storage area networks on the CCTV system with an EMC Isilon platform. There will be two Isilon storage arrays that will be installed along both VBlocks.

3. BACKGROUND

The two VBlocks the department has employed have reached End of Life (EOL) and End of Service (EOS) and there is an urgent need to replace and upgrade the current systems to maintain a continuity of business.

4. HIGH LEVEL SCOPE OF WORK

4.1 Phase 1

- The VBlock at the Aviation Department administration building at KCI is to be replaced with a new Vblock unit with added compute and storage components to give increased capacity for current and future growth.
- The VBlock at the Downtown Airport Datacenter is to be replaced with a Hyper-converged VXrail solution.
- A second VBlock unit is to be installed in the KCI Airport Police datacenter that will be employed as the primary unit for the CCTV system.
- Avamar is to be upgraded with a new Avamar Grid system that is to be installed in the KCI Administration building datacenter and replicate to the Downtown Airport Datacenter Avamar Grid.
- Replication will occur using Recoverpoint and VMWare SRM. Alternative configurations may be approved provided the replication occurs using products contained within this current bill of materials.

4.2 Phase 2

- Both VBlock units will be configured to accept the CCTV recording and management servers.
- Both Vblock units will be configured to attach the Isilon storage arrays and be managed by one managements system within the VBlock.
- The Milestone CCTV management servers and recording servers will be migrated to virtual servers. Pre and post testing will be conducted to ensure the proper configurations are in place and that the migration and deployment on the virtual environment is successful.
- The proper configurations for sizing and performance will be accomplished prior to moving CCTV video recordings to the Isilon platform. The video recorders need to be configured to accommodate 60 days of recordings.
- The winning proposer will be responsible for engaging the company responsible for CCTV maintenance. Currently the Aviation Department has a contract with the C&C group.

5. SUPPLIER SERVICES AND DELIVERABLES

In general, the proposer must complete the following tasks:

- Provide a solution that meets the requirements of virtualizing, backing up and properly delivering server computing services for the Aviation Department.
- The proposed solution may consist of one or multiple software packages, solutions or platforms as required to meet the specific functional requirements.
- Vendors are encouraged to use existing elements of the Department's technology environment to meet the functional requirements.
- Emphasis is placed on a using the existing platform manufactured by Dell (EMC/VCE).
- Implement the turnkey solution according to the acceptance standards of the Aviation Department of the City of Kansas City. g. Complete data and virtual server conversion and migration(s) from the existing system into the proposed system logically and physically which will meet the needs of the Department. h. Provide warranty and maintenance for a period of 5 years from installation on all Vblock, VXRail and included systems.

5.1 Project Management For this section of the proposal, Proposer must submit a narrative that fully describes the approach, methods, tools, and techniques for managing the project to achieve the goals and objectives stated by the City. Proposer must also submit a Project plan that will be used to create a consistent, logical management plan of action that will be used to guide the Project execution and control the project. The Project Plan must include sufficient detail to give City an understanding of Proposer's approach to a successful implementation.

Supplier must provide a Project Manager to directly manage all activities. City will provide a Project Manager to oversee the entire project. As a part of project management duties, Supplier must attend informational, status and any other project related meetings as designated by City. Project deliverables and activities will follow a rigorous quality management process. The following activities are required to achieve this:

- 5.1.1 Management of Supplier Staff City will provide oversight for the entire project. However, Supplier must provide overall project management for the tasks in the Contract, including the day-to-day management of its staff. Supplier must provide administrative support for its staff and activities. Any staffing changes must be reviewed and approved by City prior to any reassignments.
- 5.1.2 Project Plan/Updates Within the first four (4) weeks of beginning work, Supplier must refine the detailed Project Work Plan and Resource Schedule using Supplier's Scheduling tool and should be able to export into Microsoft Project. These documents must be approved by City before the project continues. This document must contain the following:
 - a. A consolidated view of the work to be performed
 - b. Project activities, task assignments, due dates and resources for both Supplier and City. Dependencies and constraints should be identified.
 - c. Project Milestones clearly identified (Hardware, Software, Testing, Training, etc.) Note the payment schedule should be based on milestones.
- 5.1.3 Kick-Off Meeting Supplier and City will conduct a joint kick-off meeting.
- 5.1.4 Status Meetings Throughout the project, Supplier Project Manager and City Project Manager will attend regular status meetings. The meetings must follow a pre-set agenda but must also allow Supplier or City the option to discuss other issues that concern either party. Supplier shall provide written documentation (minutes with items discussed and action items assigned) from each meeting.
- 5.1.5 Issues Tracking, Analysis and Escalation The creation and updating of these documents, which are part of the overall Project Plan, are the joint responsibility of Supplier Project Manager and the City Project Manager must be reviewed and approved by the City.

5.1.6 Change Management Supplier must use a written Change Management Plan which establishes the Change Management roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing the changes, both technical and other, during the life of the Project. This documented plan will describe how changes are identified, defined, evaluated, approved, and tracked to completion. The Change Management plan should include a Communications plan describing planned communications methods, documents, and audience.

5.1.7 Status Reports The Aviation Department Project Manager will require status reports on a weekly basis. Supplier must provide electronic status reports on the project, every Thursday by Noon. Supplier Project Manager will be given a template to follow. Some information that will be required is as follows: a. Tasks Accomplished b. Any deadlines met or missed c. Any issues encountered and their status or the need to be addressed before proceeding to the next task(s) d. Anticipated tasks to be completed in the next week e. Updated project schedule

5.1.8 Supplier Deliverables Must include

- Updated Project Strategy, Work Plan, and Resource Schedule
- Issues Tracking, Risk, and Communication Plans
- Change Management Plan

5.2 Systems Analysis and Design For this section of the proposal, Proposer must submit a narrative of how Proposer will use systems analysis techniques to affirm the requirements identified for the project. Proposer must fully describe its design approach, methods, tools, and techniques for completing the technical design process. Proposer must depict the design in sufficient detail to allow City to verify that the design meets all the requirements contained in this RFP.

5.2.1 System Administration Supplier must assist IT Administrators in establishing proper methods to administer the newly installed systems using industry best practices and any other applicable methods to ensure systems are properly running at peak performance with maximum uptime.

5.2.2 Supplier Deliverables Must include

- Requirements Validation and System Usage Document
- Correspondence, reports, interfaces, and other custom programs or modifications)
- Interface Design and Interface Plan
- Proper test scripts and sign off documents.

5.3 Technical Services For this section of the proposal, Proposer must submit a narrative describing how configuration of the solution will be organized, documented, tested, and coordinated and development

activities. Configuration deliverables must be fully documented. City requires Supplier to lead the technical tasks associated with installing, configuring and tuning the hardware, software and database(s) to ensure readiness for production operations. The following activities are required to achieve this:

- 5.3.1 Technical Environment Design Supplier will work closely with Department technical staff to plan and design all technical environments needed on the project (including all project and production environments and related network configuration).
- 5.3.2 Technical Environment Setup and Maintenance Supplier must work closely with Department technical staff to setup and maintain all technical environments used during the course of the project (as required by the schedule included in the approved Project Plan). City IT resources will assist Supplier with physically installing the hardware and operating system using Supplier's documentation and configuration options.
- 5.3.3 Performance Testing and System Tuning Supplier must conduct performance testing and system tuning for the fully configured systems prior to commencing live operations and at a preliminary point in the project sufficiently in advance of the implementation date to allow reasonable tuning. These tasks will be coordinated and performed with appropriate Department IT staff, coordinated by the assigned IT project manager. When modifications are made to the proposed system solution to meet City's unique requirements, Supplier must review and make adjustments to ensure acceptable performance.
- 5.3.4 Hardware As Part of City Project, the Supplier must describe the optimal proposed hardware and configuration for all proposed systems and to purchase all needed components independent of the proposal, if it proves advantageous. Supplier must assist City IT system administrators with configuring, and testing the servers, server peripherals, utilities, and system management software. The proposal should reference the current Aviation Department IT Disaster Recovery/Continuity of Operations Plan.
- 5.3.5 Installation of Application Software Supplier will work closely with City to install all required supplier and third-party software and assist City in verifying that: all modules are present and installed and the system operates in a stable fashion. Supplier will also ensure all related documentation is completed which will include but is not limited to: Application and system software configuration parameters definitions, hardware requirements, installation procedures, operations instructions, backup and restore procedures, and other operations functions. Supplier must also perform all setup, installation, and verification for all project environments including the development, testing, training, and production environments.
- 5.3.6 Video and Access Control setup Supplier will work with Aviation IT staff with setting up an environment that will accommodate the current CCTV and Access Control systems. The supplier will (as needed) employ the current CCTV contractor to assist with migration of physical

server environment to the new VBlock systems. Further configuration validation may be necessary with Milestone Systems.

5.3.7 Supplier Deliverables Must include:

- Technical Environment Design
- Technical Environment Installation and Setup
- Performance Testing and System Tuning
- Installed Software (having assisted City)
- Configured Software and Client-Specific Programming (including interface programs)

5.4 Testing For this section of the proposal, Proposer must submit a description of the testing strategies and approach, methods, tools and techniques for unit, systems, user acceptance, load and regression testing. All system components must be subjected to system testing performed by a test team composed of Supplier and City staff. Supplier will perform unit, system and integration testing, and will facilitate and assist City with their system testing and acceptance testing responsibilities. Supplier will also assist City with test and error identification and resolution. The following activities are required to achieve this:

5.4.1 System /User Acceptance Test Plans Supplier must facilitate and assist City with the preparation of system and user acceptance test plans that are built around City's most important business scenarios but will include comprehensive testing of the software to ensure that it conforms to requested functionality. It will also verify that: a. The new, configured, modified and unmodified software work in the same environment b. The system has been properly configured for use of the City c. Reports and correspondence work in accordance with City requirements d. All scripts or jobs run correctly and timely e. All interfaces function properly f. Test cycles are structured g. All test tracking, outcome tracking, and exception follow-up procedures are organized

5.4.2 Application System Testing Supplier will be responsible for conducting system tests in accordance with the approved system test plans. All system test results must be documented, exceptions analyzed and any software defects corrected. Supplier will work with City Quality and Project Team through the system test process so to verify completion of the test process. This test must be thorough enough to ensure that minimal software or configuration "bugs" are uncovered in the User Acceptance Testing which will follow. Minimal software and configuration bugs are defined as no significant defects that would delay the timely completion of User Acceptance Test.

5.4.3 User Acceptance Test Scripts Supplier will work with City in the preparation of the User Acceptance Test Scripts. The User Acceptance Test Scripts will include the following: a. Explanations of test scenario b. User actions c. Expected outcomes

5.4.4 User Acceptance Testing Assistance Supplier will assist City with conducting user acceptance testing of the entire application. Successful completion of these tests shall be required before the software can be approved for production use. This assistance shall include: a. Analyzing

and explaining outcomes b. Answering questions as they arise c. Making required changes to the software and documentation as required The Supplier is required to ensure that the system is functional and operational before scheduling acceptance testing or final acceptance with the City of Kansas City personnel.

5.4.5 Supplier Deliverables Must include

- System/User Acceptance Test Plan
- Application System Testing
- User Acceptance Test Scripts
- User Acceptance Testing Assistance

5.5 Training/Knowledge Transfer For this section of the proposal, Proposer must submit a description of the training options available to City that will provide a logical knowledge transfer process to the functional, administrative, and technical/operations personnel to support the system upon Supplier's departure. The Supplier should include different training methods and approaches (i.e. classroom, train-the-trainer, one-on-one, web based, etc.). The City would like to have pricing for each method; however, the City would like the Supplier to recommend a training method and utilize City data during training sessions City staff requiring training will represent a wide cross-section of the employee population. They include system programmers, systems administrators, user support staff, application development staff, operations support personnel, network technicians, and users ranging from administration to senior managers and executives. The training solution must serve the needs of this diverse group. The following activities are required to achieve this:

5.5.1 Project Team Training Supplier must provide training to the project team. This training must cover: a. System architecture, navigation and functionality b. Configurable components and system options c. Online and batch operations i. Security ii. Developing desk level procedures iii. Organizing for the cutover iv. Managing operations during the cutover to the new system d. Establishing procedures for providing user support e. Other relevant topics helpful to project team members in planning organizing, and executing their assigned project roles as well as follow up training, if needed.

5.5.2 Training/ Knowledge Transfer Plans Supplier must provide a detailed training plan. The Training Plan will be based on a comprehensive training needs assessment conducted by Supplier and City and must also describe the types of training to be employed to meet the identified needs. Supplier must also work in conjunction with City staff to document the knowledge transfer activities that will occur in each phase of the project, how they will occur, and the individuals responsible for each activity. As part of the plans produced, Supplier will document the tasks and assignments that City staff will perform to facilitate knowledge transfer. Formal sign-off is mandatory for all Knowledge Transfer Plans.

5.5.3 Training Curriculum/Materials Supplier will identify and document the training curriculum that will be used to educate and train City staff to develop and support the new software. Supplier must also assist City to develop all training materials including training guides, speaker notes, syllabi, and user materials. Supplier must also work with assigned City staff to incorporate policy, procedure, and specific personnel roles into the materials. All training materials must be reviewed and approved by City prior to the start of training. Supplier must provide all electronic source documents and graphics used in the development and presentation of training.

5.5.4 User Training Please describe the user training approach which will be conducted by Supplier to assist City in training employees who will be using the new system. Supplier must provide: Classroom materials to support the classroom training effort; Best practices on training for the proposed software; How to customize the training materials and set up specific reference data in the training environment. Supplier will also provide troubleshooting assistance when end user training is conducted.

5.5.5 Technical and Operations Personnel Training Supplier must provide substantial hands-on training to ensure that City IT staff has the necessary skills to operate and maintain the system during the post implementation period. Such training must include: systems operations including system startup, backup and recovery, nightly batch operations, workflow, security running of ad-hoc, monthly, and annual jobs, and any other tasks necessary to operate the system. This would include Training on any components of the operating environment that are new to City and on the use of any new development tools related to the system.

5.5.6 Training Facilities/Equipment All of the training is expected to take place at City facilities. City will provide training facilities in which Supplier must use for conducting training for which it is directly responsible. City will rely on the Contractor to recommend the appropriate mode (e.g. classroom, one-on-one, auditorium) in which the training will be conducted. City has not yet determined the minimum or maximum number of users per session and would like Supplier to suggest optimal session sizes.

5.5.7 Supplier Deliverables Must include

- Project Team Training
- Training /Knowledge Transfer Plans
- Training Curriculum/Materials
- Technical and Operation Personnel Training
- Training agendas, manuals (hard and soft copies, and quick reference guides for the City personnel

5.6 System Implementation/Post Implementation Support For this section of the proposal, Proposer must submit a narrative that fully describes the approach, methods, tools, and techniques for deploying/installing the new system and maintaining software operation throughout the warranty period

as well as the life of the system. City requires an extensive and carefully structured approach to the implementation of proposed solution. This includes the organization and execution of cutover activities necessary to transition City staff to the new system. Supplier must provide on-site support throughout the entire implementation period. The following activities are required to achieve this:

- 5.6.1 Implementation Plan Supplier must produce an implementation plan that lists and describes activities needed to successfully implement the software. The plan must detail the approach for coordinating the following: Final data conversion activities; Technical preparation and system changeover activities; Development of an implementation activities check list; Staffing requirements, by role and responsibilities, for both Supplier and City staff for all implementation activities; an Implementation schedule; The process for developing a contingency plan for identifying, communicating, resolving risks and maintaining the current production capability if the implementation is delayed.
- 5.6.2 Implementation Readiness Supplier must provide an Implementation Readiness Letter that certifies that the software is ready for implementation. The Readiness letter must confirm: All staff has completed training; User Acceptance Signoff has been obtained from the stakeholders; All data has been converted cleaned and formally, in writing, accepted by City; All site preparation requirements have been met; User Support is established and all user and system supports are in place.
- 5.6.3 Implementation Report Supplier must implement the software in accordance with the approved implementation plan. Supplier must produce an Implementation Report detailing all implementation activities and certifying that the system is operational and meets performance requirements.
- 5.6.4 Production Cutover Once the system has been approved, in writing, as ready for production, Supplier must work with City to perform a production cutover procedure and Change Control. Supplier must ensure that the code, compiled modules (where required), interfaces, job streams, other components of the production environment, and all documentation are ready and organized for "go-live". City will then ensure all components and modules of the production environment; job streams (or scripts) are properly documented according to agreed upon standards. Once the project timeline has been established it is expected that supplier staff will stay with the project to completion.
- 5.6.5 Post Implementation Support If not already included in Supplier's standard support model, Supplier must provide onsite post implementation support for a period of one to two weeks after go-live. This post implementation support must be provided by skilled Supplier staff that has become familiar with City operations over the course of the implementation effort. The City will formally accept the system upon the successful completion of post implementation support and successful operation of the system. The City will determine whether the system meets the standards as outlined in the contractual documents.

5.6.6 Support and Maintenance Requirements Software maintenance and support must be comprehensive, responsive and benefit City upon implementation and into the future. Supplier will describe how software maintenance and support is provided. The following requirements will be included and described:

- Describe how software upgrades are supported. Include frequency and delivery of patches, minor upgrades, and major upgrades.
- Describe how technical support for end users and Information Technology support is provided. Include response time expectations and escalation procedures and if there will be a contact team that is familiar with the City's implementation.
- Describe your various Software Licensing options with costs and benefits of each option d. Please provide in detail all system support models offered once the product has been deployed. Please also describe the benefits/disadvantages for each support model. e. Describe the system/supplier methods for compiling, certifying, and supporting the system and interfaces when other City systems, such as PeopleSoft Enterprise system, are upgraded. *Note that City's preferred availability includes 24X7 telephone support. If 24x7 support is not available, the response will include descriptions of after-hours and emergency support.

5.6.7 Supplier Deliverables Must include

- Implementation Plan
- Implementation Readiness Letter
- Implementation Report
- Production Cutover/ Stable, Live Operations
- Post-Implementation Support

5.7 Documentation For this section of the proposal, Proposer must submit a narrative that fully describes the approach, methods, tools, and techniques used for developing user and system documentation. Supplier must develop and provide to City all documentation throughout each phase of the project and prior to final system acceptance. Supplier must provide complete, well-written, and accurate technical, system, and user documentation. All documentation must be easy to follow, with screen shots, where applicable. All documentation must also be available in both paper and electronic form. The following activities are required to achieve this:

5.7.1 Security Administrators Guide In order to delegate selected security maintenance tasks and responsibilities, a comprehensive security guide will be required.

5.7.2 Operations Documentation Supplier must develop a complete operations document. The operations documentation must include overviews of the application, system structure, major processing, required interfaces, report documentation and correspondence documentation. This includes any required periodic maintenance tasks. The operations documentation must also

describe the overall batch or background process schedule, including dependencies, sequencing, and timing.

5.7.3 Technical Documentation Supplier must provide complete system documentation that documents the application software and software architecture (e.g. implementation view of the application architecture). This includes all SOFTWARE programs, and executable.

5.7.4 Documentation of All Customization/Configuration Parameters Supplier must document all customization/configuration parameters used. The documentation must reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings.

5.7.5 Workstation Installation Procedures and Automated Installation Tools If there are any workstation-based components to any of the proposed software products and solutions, Supplier must provide City with a set of documented procedures and automated deployment/installation scripts for use with Supplier's software distribution tools. These scripts and procedures will enable City staff to independently install and connect additional workstations.

5.7.6 Supplier Deliverables Must include

- Security Administrators Guide (and updates)
- User Documentation (and updates)
- Operations Documentation (and updates)
- Technical Documentation (and updates)
- Customization Documentation (and updates)
- Workstation Installations Documentation (and updates)
- Workflow Administration Guide (and updates)

6. ROLES AND RESPONSIBILITIES

	Task/Activity	Vendor	City
Project Management	Management of Vendor Staff	Joint	Joint
	Project Plan and Updates	Assistance	Lead
	Kick Off Meeting	Assistance	Lead
	Status Meetings	Assistance	Lead
	Issue Tracking, Analysis, and Escalation	Assistance	Lead
	Change Management	Joint	Joint

	Status Reports	Joint	Joint
System Analysis and Design	System Usage Analysis	Lead	Assistance
	Interface Plan and Designs	Lead	Assistance
	Custom Report Designs and Lead Assistance	Lead	Assistance
	Custom Correspondence Design Lead Assistance	Lead	Assistance
Technical Services	Technical Environment Design	Lead	Assistance
	Technical Environment Setup/Maintenance	Lead	Assistance
	Performance Testing and System Tuning	Lead	Assistance
	Hardware Installation	Lead	Assistance
	Installation of Application Software	Lead	Assistance
	Sand Box Set-up	Lead	Assistance
	Configured Software	Lead	Assistance
Data Conversion	Data Conversion Plan	Joint	Joint
	Data Conversion Programs	Lead	Assistance
	Converting Data Lead Assistance	Lead	Assistance
Testing	System/User Acceptance Test Plans	Joint	Joint
	Application System Testing	Joint	Joint
	User Acceptance Test Scripts	Joint	Joint
	User Acceptance Testing	Joint	Joint
Training/Knowledge Transfer	Project Team Training	Lead	Assistance
	Training/Knowledge Transfer Plans	Lead	Assistance
	Training Curriculum/Materials	Lead	Assistance
	Train the Trainers	Lead	Assistance
	Technical and Operations Training	Lead	Assistance
	Training Facility/Equipment Assistance	Assistance	Lead

System Implementation / Post Implementation Support	Implementation Plan	Lead	Assistance
	Implementation readiness	Lead	Assistance
	Implementation Report	Lead	Assistance
	Production Cutover	Lead	Assistance
	Post Implementation Support	Lead	Assistance
	Support Maintenance Requirements	Lead	Assistance
Documentation	All Project Documentation	Lead	Assistance

7. REQUIRED VBLOCK SOLUTION

CONTRACTOR is certified in the following areas of the Vblock solution:

- Deploy & Implementtion for Vblock 350
- Deploy & Implementation for data Protection Extension
- Deploy & Implementation for Isilon Storage Extension
- RCM Upgrade

ATTACHMENT B: PRICING MODEL

Description	Price
Prod Vblock with DPS	\$1,337,943.61
Prod Vblock HA (Police)	\$974,322.26
DPS Downtown (DR)	\$187,794.34
VxRail Downtown (DR)	\$404,590.37
Isilon Prod	\$682,885.50
Isilon HA	\$682,885.50
AOS Services	\$261,895.00
Total	\$4,532,316.58

AOS will invoice the City of Kansas City, Missouri for all product as it's shipped and received. Services will be billed after the completion of milestones with the following price schedule:

VBlock Installation and Configuration	\$ 68,000
Avamar, Datadomain & Isilon Installation and Configuration	\$ 48,000
vCenter, VXRail, and RecoverPoint for VMs Installation and Configuration	\$ 25,000
Data Migration from legacy systems to new infrastructure	\$ 30,895
Milestone Migration	\$ 90,000
Total	\$ 261,895

ATTACHMENT C: PROJECT PLAN

Task	Duration (Days)
PO Received and Order Placed	1
Discovery Performed	5
Kick Off Meeting Performed	1
Approximate Date Product Arrives On Site	1
Product Inventory Performed	2
Rack and Stack of Equipment	3
Installation and Configuration of Vblocks and Avamar/DataDomain	14
Installation and Configuration of VXRail	2
Installation and configuration of Isilon	8
Migration of Servers to New vBlocks	14
Implementation and Migration of Milestone	14
Knowledge Transfer	2
Finalize Project	2

ATTACHMENT D: CONTRACTOR SUPPORT PRIORITY, RESPONSE AND RESOLUTION GUIDELINES

1. Service Description: VCE Core Support

1.1 Related Documents

This Service Description should be read in conjunction with the following documents: (1) VCE End User License Agreement; (2) VCE Product Life Cycle; and (3) VCE Support Services Terms Exhibit, each of which is incorporated herein.

1.2 Direct Purchase from VCE

If Customer has purchased this Support Service directly from VCE, this Service Description is incorporated into the purchasing agreement with VCE. With respect to the VCE Product(s) subject to this Service Description, any conflicting support service terms and conditions stated in such purchasing agreement are modified to the extent stated herein. In the event of a conflict between this Service Description and the purchasing agreement, this Service Description shall govern.

1.3 Purchase via VCE Authorized Partner

If Customer has purchased this Support Service through a VCE Authorized Partner, this Service Description establishes the terms governing VCE's provision of this Support Service. Any additional or conflicting support service terms and conditions stated in the contract between Customer and Customer's VCE Authorized Partner are expressly not agreed to or assumed by VCE.

VCE provides the Support Service described herein as selected and detailed on an Order for which VCE has been paid the appropriate fee.

Effective for Orders placed on or after October 24, 2013.

1.4 VCE Responsibilities

- VCE will provide Customer Service Support Center access through VCE Connect VCE's web-based support portal, 24 hours per day, 7 days per week [24x7] to assist with Product use, configuration and troubleshooting issues and will respond in accordance with the timeframes stated on the Service Level Agreement attached to the Support Services Terms Exhibit.
- VCE Customer Service Support Center will assist the Customer with Product and Third Party Product integration questions. During the course of troubleshooting, if VCE determines the problem resides with the Third Party Product, then, upon request by Customer, VCE will assist Customer in opening a case with the Third Party Supplier, subject to any support agreement in place between Customer and the Third Party Supplier. To the extent possible, VCE will assist the Third Party Supplier in its response and resolution of the Customer's case. If the Customer elects to open a case directly with the Third Party Supplier, upon request by Customer, VCE will provide relevant case information to the Third Party Supplier.

- VCE will make available work-around solutions or patches to reported Software problems using reasonable commercial efforts.
- VCE will make available a Release Certification Matrix on regular intervals through a Release Announcement.
- VCE will make available Software Releases, where available. A major release occurs every six (6) months, with interim updates as required. VCE supports a major release for eighteen (18) months. Software support provided as part of Support Services excludes any Third Party Software that is not sold as part of the Product, as determined by VCE.
- If a Feature Set Upgrade is licensed, the Customer will be entitled to Software Releases (subject to anything to the contrary contained in this Service Description or the purchasing agreement) at the upgraded level for the corresponding Hardware in the Product.
- Applicable supporting documentation, if available, is limited to one copy per Software Release.
- VCE shall provide the Customer with Advance Replacement Services and/or On-site Services as detailed in the Advance Replacement and On-site Service sections below, where available.

2. Advance Replacement Service

2.1 VCE Core Support Services 24x7x4

Advance Replacement Services are subject to geographic and weight restrictions depending upon Install Location. Please note that destination country importation, compliance with US export controls, and customs processes may affect actual delivery times. Shipments will be DAT (Incoterms 2010), using VCE's or its suppliers' preferred carrier, freight prepaid, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at the Customer's expense. VCE's suppliers will provide the Customer with Advance Replacement(s) that are either new or equivalent to new in all material respects. For Severity 1 issues, Advance Replacement Services will be provided on a Four-Hour Response basis 24x7, where available. For Severity 2 issues, Advance Replacement Services will be provided same Business Day, local hours ("SBD"), where available.

- For Severity 3 and Severity 4 issues, or where 24x7x4 or 24x7xSBD Advanced Replacement Service is not otherwise available, 8x5xNBD delivery service will be provided. An Advance Replacement will ship to arrive NBD, provided that VCE's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If the Customer makes a request after 3:00 p.m. Depot Time or VCE's determination of Hardware failure has been made after 3:00 p.m. Depot Time, VCE will ship the Advance Replacement on the following Business Day for NBD delivery.
- Where NBD delivery is not available, expedited shipping will be provided. Under expedited shipping, Advance Replacement will ship from the serving depot location on that Business Day for expedited delivery (exact delivery dates depend on factors such as location, carrier service availability, etc.), provided that VCE's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m.
- Depot Time will be shipped on the following Business Day for expedited delivery.

3. On-site Support Service

3.1 VCE Core Support On-site Services 24x7x4

On-site Support Services, as determined when necessary in VCE's sole discretion, are subject to geographic restrictions depending upon Install Location. For Severity 1 issues, VCE will provide FourHour Response for Remedial Hardware Maintenance 24x7x4, where available, including VCE observed holidays, together with parts, labor and materials. For Severity 2 issues, VCE will provide SBD Remedial Hardware Maintenance, where available. Installation of all FRUs will be performed by VCE or a VCE Authorized Partner as part of the On-site Support Service, but Customer will perform installation of CRUs. If VCE installs the FRU, VCE will arrange for the return through the manufacturers' return processes.

- For Severity 3 and Severity 4 issues, or where 24x7x4 Onsite Support Service is not otherwise available, VCE will provide NBD Remedial Hardware Maintenance, together with parts, labor and materials by 5:00 p.m. Depot Time, provided VCE's determination that On-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time).
- Where NBD delivery of the parts is not available, expedited shipping will be provided and VCE will provide On-site Support Service upon arrival of the parts.

3.2 Escalation Response

VCE will provide Escalation Response Support Services for Severity 1 issues that are unresolved in a timely manner or at the reasonable request of Customer. Escalation Response will be provided to manage and track production impacting events until Product is restored. VCE will use commercially reasonable efforts to:

- Coordinate with knowledgeable staff at VCE and VMware, Cisco and EMC.
- Provide VCE executive awareness for unresolved Severity 1 issues.
- Provide regular updates to Customer with regard to outstanding issues and action plans.

3.3 Customer Responsibilities

The provision of the Support Services by VCE assumes that the Customer will:

- Purchase and maintain equivalent levels of support for all Products purchased and supported by VCE.
- Provide, at the Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between the Customer and the VCE Customer Service Support Center engineer.
- Provide systems passwords and access rights so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days written notice to VCE of any requested addition(s) to the Customer's list of equipment.

- Notify VCE in writing of Product(s) that the Customer intends to move to a new permitted Install Location thirty (30) days prior to such relocation. Support Services will be provided to the Customer at the new permitted Install Location beginning thirty (30) days after receipt of the Customer's notification, provided that the new Install Location is permitted under the Agreement and the Support Services are available at the new Install Location.
- Notify VCE in writing of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product components when reporting problems and issues to VCE or where the Customer is seeking information from VCE in connection with Product use. VCE may also require the Customer to provide additional information in the form of Install Location of the Product, city location details and zip code information.
- Designate Authorized Support Contacts that have a basic understanding of, and expertise in the tasks related to, administering the Product technology - such as operating systems, application servers, and databases.
- When requested, provide VCE with a list of all Authorized Support Contacts that the Customer has authorized to contact VCE. The Customer is responsible for reviewing and notifying VCE changes in personnel as necessary.

In addition to the foregoing, the Customer is responsible for the following with respect to the Advance Replacement Services section. Customer will:

- Return any defective Product in accordance with RMA procedures, including proper packaging, a description of failure, and written specifications of any other changes or alterations. For Products not returned to VCE, the Customer will provide VCE with a purchase order to facilitate non-returned Product billing. The Customer agrees to assist VCE with troubleshooting to determine the failed Hardware component at the FRU/CRU level prior to initiating the RMA procedure. Note: Returns must be received within thirty (30) days of Customer receiving the FRU/CRU; otherwise, the replacement Product will be charged at the current Price List. Returns due to replacement shall be shipped DAP (Incoterms 2010).

In addition to the foregoing, the Customer is responsible for the following with respect to the On-site Support Service section. Customer will:

- Provide an appropriate work environment and reasonable access to working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to VCE) for the use of VCE or its subcontractors in the Product's physical Install Location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to VCE On-site personnel in connection with Remedial Hardware Maintenance.
- Provide VCE with the name of a point of contact prior to delivery of equipment by VCE personnel or a VCE Authorized Partner.
- Provide File Transfer Protocol capabilities or Internet access for the purpose of downloading Software images by VCE On-site personnel.

- Provide safety and security protection of VCE's personnel and/or its subcontractors for the Customer's unstaffed sites.

NOTE: The Customer is solely responsible for adhering to these stated Customer Responsibilities and all stated Support Service objectives are contingent upon the same. In the event the Customer fails to so adhere, all Support Services will nonetheless be provided using reasonable efforts but will be subject to additional "uplift" pricing as determined by VCE in its sole discretion.

3.4 Hardware and Software End-of-Life Support

VCE will provide Customer with notice of the retirement of Vblock® System Hardware or Software components. When a Product has reached end of life, it will no longer be made generally available for sale and will be supported only in the manner and for the term specified by the applicable end-of-life policies for Hardware and Software established and maintained by the manufacturers. Additional details can be found in the VCE Product Life Cycle document.

4. Supplemental Glossary of Terms

- Advance Replacement means shipment of replacement FRU before VCE receives failed or defective FRU.
- Authorized Support Contacts means the Customer technical contacts responsible for reading, understanding, and following operating instructions and procedures in VCE technical documentation. Authorized Support Contacts are responsible for opening and managing Service Requests and must be able to follow procedures and recommendations provided by VCE Customer Support during Service Request management and resolution.
- Business Day means generally accepted days of operation per week during Standard Business Hours within the relevant region where the Support Services shall be performed, excluding local holidays as observed by VCE.
- Customer means the entity purchasing under the terms of an applicable purchasing agreement.
- Customer Replaceable Unit (CRU) means a component part or sub-assembly of a component part that must be replaced by Customer and is not eligible for Advanced Replacement. An updated list of CRU parts is located at <http://www.vce.com/noindex/supportservicedescriptions>.
- Depot Time means Central European Time for services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for services provided in Australia, Japan's Standard Time for services provided in Japan and Central Standard Time for services provided in all other locations.
- Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set and is not included in Support Services.
- Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at the Customer's Install Location. FRUs also may be subject to size and weight limitations.
- Four-Hour Response means:

- For Advance Replacement, the four-hour time period commences upon the VCE problem diagnosis and determination that a FRU is required and ends when the FRU is delivered On-site.
 - For On-site service, the four-hour time period commences upon the VCE problem diagnosis and determination that remedial on-site service is required and ends when authorized VCE personnel arrive On-site.
- Hardware means the physical hardware components and related documentation provided by VCE to Customer pursuant to an Order.
- Install Location means the Customer's data center location where the Products will be delivered and installed as specified in an Order.
- Independent Software Vendor means a supplier of Third Party Software.
- On-site means the Services are to be performed at a Customer Install Location.
- Order means the Quote provided to Customer by VCE that will be deemed accepted by Customer when Customer places an order.
- Price List (or a Product's "List Price") means the VCE standard pricing for generally available Products applicable to the Quote at issue.
- Product means a Vblock™ System.
- Quote means one or more quotations for Products or Services (which may be in the form of a statement of work) or other documents issued by VCE specifying the Products and/or Service that may be purchased by Customer, including relevant pricing and other additional information necessary to complete a transaction.
- Release Announcement means a document available to the Customer that contains a Release Certification Matrix, release notes, upgrade documentation, system documentation, and/or directions to obtain customer-installable component updates.
- Release Certification Matrix means a list of certified versions of software, firmware and hardware for a specific release available at <http://support.vce.com>
- Remedial Hardware Maintenance means On-site diagnosis, maintenance and/or replacement of Hardware components with FRUs.
- Return Materials Authorization (RMA) means the process by which Customers return certain hardware to VCE.
- Service Request means a request for support on a Product.
- Severity Level means the categorization of applicable problems with components of Products provided by VCE.
- Software means all software and related documentation (each as defined in the applicable Exhibits) provided to Customer pursuant to an Order including Software Releases and Third Party Software.
- Support Patch means a Software update designed to fix problems specific to the Product.
- Software Release means a new version of VCE Software containing the same configuration or feature set as originally acquired that is made available without charge pursuant to (i) the warranty for Software or (ii) the Support Services for licensed Software, but does not mean a new Product, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for such upgrade has been paid. Updates do not include Feature Set Upgrades.
- Standard Business Hours means, as applicable: (i) 8:00 AM to 5:00 PM, Depot Time, on Business Days, for replacement of failed Products, (ii) 8:00 AM to 5:00 PM, local time at the location of the respective Customer Service Support Center, on Business Days, for case handling of support calls.

- Support Service(s) means the Service provided by VCE or its designee to Customer for the support and maintenance of standard Products. A list of supported Products is available at:
<http://media.vceportal.com/documents/vce-supportedcomponents.pdf>.
- Third Party Product means hardware or software that Customer has acquired directly from Third Party Supplier that is not part of the Product but is used/added with the Customer solution that also contains the Product. Such items may be sold with the Product in the bill of materials, in the VCE Select Program, or on a VCE Quote, but are not supported by VCE's Support Services.
- Third Party Software means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor and is considered a Third Party Product.
- Third Party Supplier means a provider of Third Party Product to the Customer. Such Third Party Supplier is responsible for support of Third Party Products.
- VCE Authorized Partner means the distributors, resellers, strategic partners, or other business partners (collectively) that have a contractual relationship with VCE.
- VCE Connect means VCE's web-based support portal.

5. Service Not Covered

Support Services are only provided for generally available Products and current Software releases/versions, unless agreed otherwise in writing. Support services that are not expressly set forth in this Service Description are outside the scope of the Support Services and must be purchased separately. Specifically excluded services include, without limitation, the following:

- Any customization of, or labor to install, Software and/or Hardware (including installation of updates) including any Third Party Software that is not sold integrally as part of the Product, as determined by VCE.
- Furnishing of supplies, accessories, the replacement of expendable parts (e.g., cables, power cords and rack mounting kits) or electrical equipment and/or site work external to the Products.
- Any site work external to the Products.
- Any expenses incurred visiting Customer's location, except as required during escalation of problems by VCE.
- Hardware or Software purchased pursuant to the VCE Select Program.
- Any issue arising from a Third Party Product located inside the cabinet by Customer or any third party.
- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) force majeure; (ii) environmental failures; (iii) the Customer's failure to take any required action; (iv) a negligent or willful act or omission by a user or use other than as specified in the applicable VCE-supplied documentation; or (v) an act or omission of a third party.
- Anything necessary to resolve problems resulting from Third Party Products, non-VCE Software, causes beyond VCE's control, or failure of the Customer to perform responsibilities set out in an agreement with VCE.
- Any Hardware or Third Party Product upgrade required to run new or updated Software.
- Erasure or other removal of any Customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by VCE.

- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to VCE Software is granted.

6. Service Availability

Availability of Advance Replacement and On-site Support Services will be subject to the following availability matrices:

- Cisco's Service Availability Matrix tool: <http://tools.cisco.com/apidc/sam/search.do>
- EMC's Service Locator Tool:
<https://servicepartners.emc.com/restricted/tools/ServiceLocator/Admin/reportbuilder.asp>

For additional information please visit the above-named URL locations. Availability matrices are subject to change and should be reviewed prior to Product installation.

Attachment D: City Support Escalation Procedures

<u>AOS Service/Technical Issues Contact</u>	<u>Title</u>	<u>Email</u>	<u>Phone</u>
David Jacobus	IT Manager	david.jacobus@kcmo.org	816-243-3150
Khody Yazdi	IT Technician	khody.yazdi@kcmo.org	816-243-3141
<u>KCMO Operational Issues Contact</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Tommy Messersmith	Account Manager	tmessersmith@convergeone.com	913-744-3255
Lucas Smith	Vice President	ljsmith@convergeone.com	913-744-3262
<u>KCMO Service/Technical Issues Contact</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Gayle Jones	Project Manager	gjones@convergeone.com	913-307-2373
Scheduling/After Hours	Scheduling / After Hours	scheduling-kc@convergeone.com	913-307-2330
<u>KCMO Contract Related Issues Contact</u>	<u>Name</u>	<u>Email</u>	<u>Phone</u>
Keely Golden, CPPB	Sr. Procurement Officer	keely.golden@kcmo.org	816-513-0812

Attachment F: HRD Documentation

Attachment G: Bonding Information