

City of Lee's Summit
Infor Lawson Ad Hoc Support
Statement of Work

This Managed Services Statement of Work ("SOW") is subject to the terms and conditions contained in the Master Services Agreement between the parties ("MSA"), which is made a part thereof. All terms and conditions of the MSA, including (but not limited to) warranties, disclaimers of warranty, and limitations of liability, are expressly incorporated herein by reference. To the extent there are any conflicts or inconsistencies between this SOW and the MSA, the provisions of the MSA shall govern and control unless the parties have expressly provided in this SOW that a specific provision in the MSA is amended, in which case the MSA shall be so amended, but only with respect to this SOW. Any such conflicting terms and conditions apply only to the Services described in this SOW and shall have no application to Services provided pursuant to other SOWs. This SOW expressly supersedes any Analysts International Corporation ("Analysts") proposal. The specific terms and conditions relating to the Services include the following:

1. Objective/Scope of Work to Be Performed

The City of Lee's Summit ("Client") has engaged Analysts to provide ad hoc support services for technical, application, and development support for their Infor Lawson Enterprise Resource Planning (ERP) system. The Client will receive, triage, and submit Infor Lawson service requests to the Analysts support team on an as-needed basis.

2. Services Description

Analysts will provide the following Services to the Client.

Ongoing Technical, Application, and Development Support Services

Analysts will provide ongoing Technical, Application, and Development ad hoc Support Services for the Client's Infor Lawson ERP system software components ("Support Services"). Support Services will include system administration support, patch application, maintenance services, issue resolution, and troubleshooting assistance. Analysts will provide application support services for the Client's Infor Lawson Enterprise Applications (i.e., Finance, HR/Payroll, and Supply Chain Suites), which will include operational and security services. Analysts development support services will include Infor Lawson 4GL (COBOL) and Infor Process Automation issue resolution support.

The following Support Services will be performed by Analysts. Any changes required to the below listed services as a result of Support Initiation activities will be mutually agreed upon by the Client and Analysts, and will be managed through the Project Change Management process described in this SOW.

Request Handling Procedure

Analysts will work with the Client to identify staff (“Requestors”) who are approved to submit service requests to the Analysts support team. Analysts will use the Client’s existing contact methods and service request ticketing system. Analysts will review the nature of submitted requests, determine the appropriate level of support services, and provide an estimate of when a resource will be available to respond to the request. Resolution times will vary depending on the nature of the service request.

For each request, Requestors will provide at a minimum:

- Name and contact information of the Requestor
- Description of request or issue
- Priority/urgency of the request and dependencies (if applicable).

Analysts will review the nature of submitted requests and work with the Client to determine the level of work required. Analysts will provide estimates for work effort as required by the Client. An Analysts Functional Expert, Systems Engineer, or Application Developer will be assigned, will remotely access the system, and will interact with the Client’s Infor Lawson ERP system to perform technical, application, and/or development services and conduct unit testing services as resource availability permits.

Standard Operating Hours Support

Analysts will review the nature of requests submitted during standard business hours. Standard business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (CT), with the exception of the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Review Meetings

Analysts will facilitate review meetings with the Client on an as-needed basis. During these meetings, Analysts and the Client will:

- Review the performance of the Analysts support team
- Review the issue log, escalations, and resolutions
- Identify and schedule any upcoming extended support events
- Discuss any projects underway or planned that may affect the services described in this SOW.

3. Assumptions

Assumptions are identified below and throughout this SOW. Should any of these assumptions prove to be incorrect or incomplete, then Analysts may modify the price, scope of work, or if applicable, milestones. Any such modifications shall be managed by the Project Change Management process outlined in this SOW.

- Additional or altered requirements will initiate the Project Change Management Process outlined in this SOW and may result in changes to services, fees and charges, and timelines, as applicable.

- Services may become unavailable due to unforeseen emergencies (e.g., severe weather conditions). In the event of such emergencies, reasonable efforts will be made to provide an out-of-office email notification with the reason for closure.
- Resolution of issues determined to be the responsibility of a third-party vendor for Client projects (e.g., Infor Lawson version 10 upgrade) will be provided by Analysts as resource availability permits.

4. Out of Scope

Services not explicitly identified as an Analysts responsibility, including those listed immediately below, are outside the scope of this SOW. Such items will be negotiated separately through the Project Change Management process outlined in this SOW.

- A service level agreement (SLA) with pre-determined response times based on client-assigned severity levels.
- Support for hardware, network, or additional third-party software.
- Management of Client or third-party resources.
- Project-based services, including the development of deliverables, project plans, and project schedules.

5. Client Responsibilities

- The Client will ready its site, as necessary, prior to the date scheduled for Analysts to perform the Support Services described in this SOW. Costs associated with Client's failure to make the client site ready (as determined by Analysts) or meet any of the other assumptions or responsibilities specified in this SOW will be billed to the Client at Analysts' then-current time and materials rates, plus related expenses. Any additional costs incurred by the Client or Analysts as a result of delays in site readiness will be the sole responsibility of the Client.
- Client will assign an executive sponsor to communicate with Analysts and provide ongoing oversight of the Support Services described in this SOW.
- Client will designate a knowledgeable contact for all communication, decisions, and approvals.
- Client will provide knowledgeable staff to collaborate with Analysts as needed to perform the requested Support Services.
- Client will ensure that all hardware required is present and that all software required is available and properly licensed.
- Client will maintain software and hardware support agreements with Infor Lawson and third-party vendors.

- Client will provide Analysts with remote connectivity (e.g., VPN) and administrative access to their Infor Lawson ERP system as required to provide the Services described in this SOW.
- Client will schedule and manage all third-party responsibilities. All third-party work will be completed in a timely manner so as not to impede Analysts' schedule or ability to provide Support Services.
- Client will be responsible for providing the means to back up and restore any of the environments or product lines affected by the provision of the Support Services defined in this SOW.
- Client will be available to support and troubleshoot issues related to the hardware, network, and third-party software.

6. Fees, Invoicing, and Payment

Fees

Analysts will charge an hourly bill rate of \$175.00 on a time and materials basis for the services described in this SOW.

Terms and Assumptions

- Any travel necessary to complete the Services will first be approved by the Client. Analysts will be reimbursed for reasonable and customary travel and expenses for approved travel. All travel-related expenses will be invoiced at face value.
- Any changes to the fees and rates will be agreed upon by the Client and Analysts.
- Any changes to the Services will be agreed upon by the Client and Analysts, and will be managed through the Project Change Management process described in this SOW.

Invoicing and Payment

Analysts will invoice the Client bi-weekly for services rendered. Fees will be paid per the MSA.

Project Change Management Process

Changes to scope will be negotiated separately through a client-approved Project Change Management process. In the event either party desires a change, the following procedures shall apply:

- A Project Change Request (PCR) may be initiated either by Analysts or by the Client for any changes to the SOW. The party requesting the change will deliver a PCR to the other party. The PCR will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to work products, fees and charges, and timelines.
- The Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the PCR and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the PCR. If both parties agree to implement the PCR, the appropriate authorized representatives of the parties will sign the PCR, indicating the acceptance of the changes by the parties.



- Upon execution of the PCR, said PCR will be incorporated into, and made a part of, this SOW.
- No party is under any obligation to proceed with the PCR until such time as the PCR has been agreed upon by both parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed PCR and those set forth in the original SOW, or previous fully executed PCR, the terms and conditions of the most recent fully executed PCR shall prevail.

7. Term of SOW

Services will become effective on the first business day of the week following execution of this SOW by both parties. Services will continue for a period of six (6) months.

8. Location of Performance

Services will be performed from a remote location in the United States. (*unless we're really prepared to do this*)

9. Personnel to Be Assigned

Services will be performed by personnel determined by Analysts.

10. Primary Contacts

	Client	Analysts
Name	Cathy Loveland	Gary Link
Title	Assistant Director, Application Management Services	Director, Business Development
Phone	(816) 969-1280	(952) 897-4595
Email	Cathy.Loveland@cityofls.net	gary.link@analysts.com
Address	220 SE Green Street Lee's Summit, MO 64063	7700 France Avenue South, Suite 200 Minneapolis, MN 55435

11. Bill-To Location

City Lee's Summit
Attn: Accounts Payable
220 SE Green Street
Lee's Summit, MO 64063
Phone: (816) 969-1000
Email: AP@cityofls.net



IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their respective authorized representatives to be effective as of the date last written below.

**Analysts International Corporation
("Analysts")**

City of Lee's Summit ("Client")

By: _____
Name
(Printed): Skip Fogus

By: _____
Name
(Printed): _____

Title: Chief Delivery Officer

Title: _____

Date Signed: 7/27/17

Date Signed: _____