

THIS CONTRACT, made this ___ day of _____ 2017, is herein called Yearly Contract for Purchase and Maintenance of VxRail Hyperconverged Infrastructure as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City") and Alexander Open Systems (hereinafter "Service Provider").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Service Provider did on the 17th day of March, 2017, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Service Provider is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED:

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Service Provider.
2. That a copy of the Service Provider's signed Bid is attached. The Service Provider's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Service Provider is as set forth in the Service Provider's Bid. In the event of a conflict between the Service Provider's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the provisions outlined in the Bid, incorporated into this Contract as if set forth in full herein.
4. Pricing. The payment terms for the initial term of this Agreement as well as subsequent automatic renewals is outlined in the attached Service Provider response.
5. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
6. Term. That this Contract shall be effective on the ___ day of _____ 2017, Bid No. 2017-107, Contract period from _____ to _____. Additionally, for purposes of ongoing support and maintenance associated with the products and services which are the subject hereof, this Agreement shall automatically renew for four (4) additional one (1) year renewal periods and continuing each year until final expiration, unless City gives written notice of non-renewal at least thirty days prior to expiration of the current contract term.
7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.
8. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Service Provider fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Service Provider, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Service Provider will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-107	Dated:	03.17.2017	Pages	01	through	14
Specifications:		Dated:	03.17.2017	Pages	06	through	06
General Conditions:				Pages	10	through	14
Special Attachments:							

Procurement Officer of Record

Company Name

Stephen A. Arbo, City Manager

Date

Company Authorized Signature

Title

Date

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney