ADVANCED

UTILITY SYSTEMS

CIS Infinity Version 4 Upgrade

City of Lee's Summit Water Utility

June 8, 2021

Authorization

Signature indicates the parties have read, understood and agreed to all the contents of this Scope of Work for the CIS Infinity Version 4 Upgrade.

Authorized By: CUSTOMER	Authorized By: Advanced Utility Systems
Stephen Arbo **City Manager**	**Sue Martin** **VP, Professional Services**
INSERT DATE	**INSERT DATE**

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Project Overview

The project is defined as the upgrade to CIS Infinity Version 4, by Advanced Utility Systems (Advanced) for City of Lee's Summit Water Utility (Lee's Summit) , and shall be governed by the Software License, Implementation and Support and Maintenance Agreement between Advanced and Lee's Summit dated October 28, 2010, and as amended by the Amended and Restated Software License, Implementation and Support and Maintenance Agreement dated April 28, 2017 (collectively referred to as the "Agreements"). If there is any conflict between terms in this Scope of Work and the Agreements, this Scope of Work shall control.   The current CIS Infinity instance will be upgraded to Version 4 and will replace the current version of CIS Infinity.

This document describes the Scope of Work (SOW) to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Lee's Summit for this project. This document is subject to and contains the following Appendices:

- Appendix A – City of Lee's Summit Standard Terms and Conditions
- Appendix B – Hardware and Software Requirements
- Appendix C – Lee's Summit Interfaces

The project as outlined in this Scope of Work (SOW) encompasses all aspects of Lee's Summit's CIS Infinity upgrade, including but not limited to project management, requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, and training. Note that tracking for this SOW will be done via Team Support # 50049.

Project Phases

There are five major phases for the CIS Infinity Version 4 Upgrade: (1) Project Planning & Initiation, (2) Data Integrity Check & Cleanup and Initial Conversion, (3) Training, (4) Testing & Data Refreshes, and (5) Transition to Go Live. Within each project phase are deliverables and milestones that need to be achieved by both parties to move to the next project phase. Details of each phase along with key deliverables for Advanced and Lee's Summit are described below.

Project Scope

Advanced and Lee's Summit agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW. Items not included in this SOW are to be considered out of scope.

Advanced will provide the following Version 4 upgrade services to Lee's Summit:

- Project Management
- Functional Discovery Workshop
- V3 Data Integrity Check and Clean up in Lee's Summit's test environment

- Conversion of data from CIS Infinity Version 3 to CIS Infinity Version 4
  - Note: AUS recommends a 5 yr cut off for data to be converted to V4, but there is a hard cut off for any transactional history created before the initial V3 System Implementation as it is not compatible with the V4 system structure.
- V4 Data Integrity Check and Clean up in Lee's Summit's test environment
- Data refreshes (Maximum of 6 - If additional are required as a result of Advanced requirements, we will certainly accommodate accordingly)
- Conversion of current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013
- Conversion of Standard (canned) reports format from Crystal Reports XI to Crystal Reports 2013 (non-standard reports and custom reports are not included)
- Remote web-based training
- Training for End Users
- Conversion of existing interfaces as identified in Appendix B
- Conversion of required billing formulas
- Technical Support

Change Control

Any changes to the project which impact project scope, schedule and/or costs must go through a scope of work amendment process. A change must be identified by the Project Managers and any schedule, resources, risks and costs impacts assessed and documented. It is acknowledged that a change could potentially lead to a Scope of Work Amendment to this project or a separately defined project which must be approved in writing by both Advanced and the City of Lee's Summit.

Timeline

The effort included in this Scope of Work is for a timeframe not to exceed 8 months from the Project Kickoff, although this is subject to change based on the mutually agreed upon project plan. A Scope of Work Amendment may be required if project timeframe extends beyond 8 months.

Insurance

For the duration of this Scope of Work, Advanced shall maintain Cyber Liability insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Advanced in this Scope of Work and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Lee's Summit in the care, custody, or control of Advanced. The policy shall provide coverage for breach

response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Confidentiality of Records

Advanced shall establish and maintain procedures and controls that are acceptable to Lee's Summit for the purpose of ensuring that information contained in its records or obtained from Lee's Summit or from others in carrying out its obligations under this Scope of Work shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Advanced's duties under this Scope of Work. Persons requesting such information should be referred to Lee's Summit. Advanced also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Advanced as needed for the performance of duties under this Scope of Work. Advanced shall ensure its subcontractors are aware of and comply with this provision.

Access to Internal Network

A. Limited Access. If necessary for the fulfillment of this Scope of Work, Lee's Summit may provide Advanced with non-exclusive, limited access to Lee's Summit's information technology infrastructure. Advanced understands and agrees to abide by all Lee's Summit reasonable policies, standards, regulations and restrictions regarding access and usage of Lee's Summit's information technology infrastructure. Advanced shall enforce all such policies, standards, regulations and restrictions with all Advanced's employees, agents or any tier of subcontractor granted access in the performance of this Scope of Work, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Scope of Work.

B. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Advanced in connection with this Scope of Work is confidential, proprietary information owned by Lee's Summit. Except as specifically provided in this Scope of Work, Advanced shall not shall not, without the prior, written consent of Lee's Summit, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

C. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Advanced must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Scope of Work is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, Advanced shall send a copy of such information to Lee's Summit in a format specified by Lee's Summit.

D. Compromised Security. In the event that data collected or obtained by Advanced in connection with this Scope of Work is believed to have been compromised, Advanced shall notify the Chief Technology Officer of the Information Technology Services Department for the City of Lee's Summit, immediately, and shall, at it sole cost, take all steps necessary to notify and protect the individuals who have been impacted by the breach or compromise.

E.   <u>Permitted Access</u>. Advanced's employees, agents and subcontractors must receive prior, written approval from Lee's Summit before being granted access to Lee's Summit's information technology infrastructure and data and Lee's Summit, in its sole determination, shall determine accessibility and limitations thereto. Advanced agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by Advanced. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Scope of Work without notice.

F.   <u>Disengagement</u>. In the event the Scope of Work is terminated by either party, Advanced agrees to confer back to Lee's Summit all of its data, in usable and normalized format, within 30 calendar days of notice of termination.

G.   <u>Survival</u>. The obligations of Advanced under this Section shall survive the termination of this Scope of Work.

Key Project Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration, as identified in this SOW. Travel costs are estimated and will be billed as incurred in accordance with this SOW.

3. Lee's Summit will upgrade CIS Infinity Version 3 to the recommended release prior to Advanced conducting any data integrity or data cleanup activities.

4. This Project is not normal daily operations. Team members should be aware of the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

5. Advanced and Lee's Summit will each assign a project manager who will be responsible for jointly managing the overall implementation to a successful conclusion.

6. Project success is dependent upon both Advanced and Lee's Summit supplying the resources required to complete all deliverables in a timely matter. Areas of expertise required include Project Management, IT (Hardware, Network, Database), Data Conversion, Business Process and Reports.

7. Lee's Summit and Advanced will ensure team members are available for meetings, workshops, discussions and conference calls upon request by the other party with reasonable notice. Project team members will respond to information requests in a timely matter to minimize delays in the project.

8. Lee's Summit will perform testing as required including data conversion, functional, integration testing, and user acceptance testing.

9. Lee's Summit will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project.

10. Lee's Summit will provide adequate facilities that support remote training during the project's lifecycle.

11. Lee's Summit will provide adequate onsite training facilities during project (if applicable).

12. Lee's Summit will provide desk space for the Advanced team members while onsite (if applicable).

13. Lee's Summit will provide temporary access to; printers within the facility, all network drives required for the shared project resources, project windows servers (minimum of 4 remote connections), all instances of the CIS Infinity and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to the Advanced VPN . SQL Server access will be allowed via a remote session with Lee's Summits DBA or designee. Temporary VPN access will be removed upon Final Acceptance by the City of Lee's Summit.

14. Lee's Summit will allow AUS to create an In-House system at the Toronto location using Lee's Summit data for the purpose of parallel testing and issue resolution.

15. Lee's Summit is responsible, at its expense, for updating hardware and system software as needed. See Appendix B for Hardware and Software Requirements. If not yet completed, Lee's Summit must complete the procurement and installation of the computer hardware and associated system software at least fifteen (15) business days before the CIS Infinity Version 4 installation date.

Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the Lee's Summit PM will provide oversight and guidance to Lee's Summit staff to ensure successful completion of Lee's Summit led/assigned activities and related project tasks.

ADVANCED DELIVERABLES:

The Advanced Project Manager/Functional Lead (PM) will deliver the following as part of their Project Management duties:

1. Lead the weekly project meeting to discuss status, address questions and provide direction on outstanding activities
2. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget
3. Participate in a bi-monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor
4. Update the Project Schedule on a monthly basis, or as required, based on outcomes of the project status
5. Manage the efforts of the Advanced staff and coordinate project activities with the Lee's Summit's Project Manager
6. Ensure timely resolution and updates to Team Support items

LEE'S SUMMIT DELIVERABLES:

The Lee's Summit PM will deliver the following as part of their Project Management duties:

1. Participate in the weekly project meeting to discuss status, address questions and provide direction on outstanding activities
2. Organize and lead the bi-monthly Executive Steering Committee meeting to review project status, to be attended by the Lee's Summit Project Manager and Lee's Summit Project Sponsor(s)
3. Manage the efforts of the Lee's Summit staff and coordinate project activities with the Advanced Project Manager
4. Ensure project team is testing and providing timely update to Team Support items and test scripts
5. Review and approve project deliverables
6. Review and process invoices

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Phase 1 - Project Planning and Initiation

Advanced and Lee's Summit will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Lee's Summit project team. Prior to the remote Project Kickoff meeting, Advanced and Lee's Summit will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the Lee's Summit review the Version 4 upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for Lee's Summit identifies the activities, deliverables and resources required for the successful upgrade of CIS Infinity. The Advanced PM and the Lee's Summit will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). Lee's Summit is responsible for managing the timelines and deliverables of any third party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Lee's Summit PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Lee's Summit and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

ADVANCED DELIVERABLES:

1. Schedule and conduct a joint remote Project Kickoff meeting which will include the review of this SOW, Project Schedule and the CIS Infinity Version 4 Upgrade Checklist

2. Review all interfaces per the SOW APPENDIX B

3. Schedule a Functional Discovery Workshop and provide agenda

4. Develop joint Project Team Contact list

5. Review and revise, if required, Weekly Status Report format

6. Review and finalize project schedule with Lee's Summit PM

7. Deliver Core Team Training Agendas

8. Provide access to Standard Version 4 Training Workbooks via Team Support if required

9. Deliver Draft End User Training schedule

10. Deliver generic testing scripts database

11. Remotely install CIS Infinity Version 4 software on Lee's Summit's designated server as documented by Lee's Summit

12. Install Version 4 HELP and WIKI

13. Train Lee's Summit on how to apply new Version 4 builds

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LEE'S SUMMIT DELIVERABLES:

1. Procure, set up and install any required hardware and associated system software prior to the Project kickoff

2. Upgrade, if required CIS Infinity Version 3 to the latest build prior to the Project Kickoff

3. Review and approve Project Schedule

4. Participate in Project Kickoff meeting (all project team members)

5. Identify SMEs and attend Functional Discovery Workshop

6. Create Team Support ticket for each interface which will include a sample file format and file layout description

7. Develop Test Plan and Customized Test Scripts

8. Install software required by Version 4 on client workstations and test access to Version 4 server software

9. Participate in Version 4 build application training. Application of new builds throughout the project is the responsibility of Lee's Summit

Phase 2 - Data Integrity Check & Clean Up

Version 3 Data Integrity Check and Clean up

Prior to the CIS Infinity Version 4 upgrade conversion, the V3 Integrity Check Utility will be run by Advanced in coordination with Lee's Summit within the Version 3 Test Environment. The Version 3 Test Environment must be refreshed from production by Lee's Summit prior to running the V3 Integrity Check Utility. The V3 Integrity Check Utility will report on data integrity issues within the Version 3 database, which, if not resolved, will prevent the successful upgrading of the Version 3 database to the Version 4 database. This tool can be run at any time, and is not dependent on having CIS Infinity Version 4 installed.

The V3 Data Integrity Check utility will find and report on data integrity issues, such as missing links (orphaned records), code look-ups and unpopulated required fields. Advanced staff will analyze issues reported by the Integrity Check Utility and prepare SQL scripts as required to resolve data issues. Data fixes will be applied by Advanced in the Test Environment. Lee's Summit will review data fixes and once approved, Lee's Summit will run scripts and make data changes in your V3 Production Environment.

ADVANCED DELIVERABLES:

1. Run V3 Integrity Check Utility on CIS Infinity Version 3 Test Environment (Refreshed)
2. Identify, resolve and update data changes into CIS Infinity Version 3 Test Environment prior to the initial conversion of the V3 database to Version 4
3. Develop and run V3 data clean up scripts in the Version 3 Test Environment prior to the initial conversion of the V3 database to Version 4
4. Schedule Functional Discovery workshop to review data and system findings

LEE'S SUMMIT DELIVERABLES:

1. Refresh Version 3 Test Environment from Version 3 Production Environment
2. Participate in Functional Discovery workshop

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Phase 3 – Training

Core Team Training

Core Team Training will be conducted remotely via WebEx for the core team following the initial V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through CIS Infinity Version 4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory. Core Team training assumes users are familiar with Version 3 and Lee's Summit's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

ADVANCED DELIVERABLES:

1. Deliver remote Core Team training sessions

LEE'S SUMMIT DELIVERABLES:

1. Participate in remote Core Team training session

End User Training

Advanced will provide 1 week of CIS Infinity V4 End User training to Lee's Summit to secure a working knowledge of CIS Infinity V4. As part of the Training Plan, Advanced will work with Lee's Summit to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Lee's Summit staff attendance needs. End User training assumes users are familiar with Version 3 and Lee's Summit's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

ADVANCED DELIVERABLES:

1. Deliver remote End User training sessions

LEE'S SUMMIT DELIVERABLES:

1. Participate in remote End User training sessions

Phase 4 - Testing and Data Refreshes

Advanced will support all software testing via remote support and WebEx online support. The Advanced PM will provide Lee's Summit with a generic testing checklist. Modification of the testing checklist to match Lee's Summit's specific business scenarios is Lee's Summit's responsibility.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and Lee's Summit will review and verify the Data Validation Report. Deficiencies found during the testing will be entered into Team Support by Lee's Summit for the correction of configuration, data conversion and/or system deficiencies. Lee's Summit will provide detailed information of issues (e.g. screen prints of data and/or system anomalies, batch numbers, SQL logs etc.) to assist Advanced is troubleshooting issues.

Team Support will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Lee's Summit staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in Team Support so that they will be resolved within a timely manner.

The software testing phase is split into the following three test cycles:

1.   Initial Conversion and Functional Testing

Once the Version 3 data integrity and cleanup process is complete Advanced will convert Lee's Summit's V3 data and load into Lee's Summit's V4 Test Environment.

Advanced will supply a data validation report confirming both Version 3 and Version 4 systems are in balance and will release the system for Functional testing by Lee's Summit.

The initial Version 4 Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and whether or not detailed pre-CIS Infinity live financial data is being converted.

NOTE:

The upgrade conversion routine does not automate the upgrade of interfaces, client security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Lee's Summit will need to configure these manually as identified below.

Advanced is responsible for converting/configuring

- All billing formulas required by Lee's Summit in Version 4
- Current bill prints, notices and receipts
- Generic Information Bars

- Interfaces (Delivered at Integration Testing)
  o Billing formulas, bill prints, notices and receipts will be available for Functional Testing phase. Generic Information Bars will be delivered with the Initial V4 Upgrade Conversion and Interfaces will be delivered for the Integration Test phase.

Lee's Summit is responsible for converting/configuring:

- User security
- Custom reports
- Report Criteria
- Hyperlinks
  o Configuration of security and custom reports are required for the Integration Testing phase. Configuration of saved reporting criteria and hyperlinks are required for the Functional Test phase.

Prior to the Initial Upgrade Conversion Lee's Summit will select a group of Baseline Accounts. Baseline Accounts provide Lee's Summit's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Lee's Summit's Baseline Accounts, as applicable.

Functional testing will utilize the baseline accounts to confirm data conversion and core business functions are working as expected. Saved searches and filters, bill print(s), notices, standard and custom reports, scheduler will also be tested during this phase. Individual accounts will be reviewed and Lee's Summit will run through a meter to cash process, excluding any interfaces. Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

ADVANCED DELIVERABLES:

1. Convert CIS Infinity Version 3 database to CIS Infinity Version 4 database
2. Run V3 to V4 Conversion process and deliver Data Validation Report
3. Review and deliver initial V4 data conversion load with Lee's Summit
4. Time the process to convert and load data
5. Configure generic Information Bars
6. Update conversion scripts, if required
7. Deliver converted Billing Formulas
8. Deliver Bill Prints, Receipts and Notices
9. Provide on-going issue resolution
10. Time the process to convert and load data

LEE'S SUMMIT DELIVERABLES:

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1. Refresh Version 3 Test Environment from Version 3 Production Environment

2. Review and approve the Data Validation Report

3. Run reports currently used by Lee's Summit for balancing system in V3 in V3 and V4 to confirm versions are in balance

4. Load refreshed Version 4 test database onto Advanced FTP site (required for troubleshooting and billing formula conversion)

5. Identify Baseline Accounts for testing

6. Configure filters/saved reporting criteria and hyperlinks

7. Create and execute test scripts, document results and share with AUS

8. Log and re-test issues

2. Integrated Testing Cycle (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces.

ADVANCED DELIVERABLES:

1. Deliver Interfaces including interface/repointing to Version 4

2. Run V3 to V4 Conversion process and deliver Data Validation Report

3. Update conversion scripts, if required

4. Provide on-going issue resolution

5. Time the process to convert and load data

LEE'S SUMMIT DELIVERABLES:

1. Refresh Version 3 Test Environment from Version 3 Production Environment

2. Review and verify Data Validation Report

3. Configure User Security

4. Deliver Custom Reports, if applicable

5. Execute end to end testing and document results

6. Log and re-test issues

3. User Acceptance Testing (UAT)

The final phase of testing is UAT. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Lee's Summit's team will test every billing cycle during this phase to ensure that every account calculates correctly. Lee's Summit will also perform identified processes in parallel in CIS Infinity Version 3 and in CIS Infinity Version 4 and compare the outcomes.

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Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No decision and the Go Live date.

ADVANCED DELIVERABLES:

1. Run V3 to V4 Conversion process and deliver Data Validation Report
2. Update conversion scripts, if required
3. Provide on-going issue resolution
4. Time the process to convert and load data

LEE'S SUMMIT DELIVERABLES:

1. Refresh Version 3 Test Environment from Version 3 Production Environment
2. Review and verify Data Validation Report
3. Execute parallel testing and document results
4. Log and re-test issues
5. Create cut-over issues list

Phase 5 - Transition to Go Live

Go/No Go Criteria

Lee's Summit will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed Transition to Go Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria is met, Lee's Summit will issue formal authorization to proceed with the Cut-Over Plan to production.

Cut Over Plan

The Advanced and Lee's Summit PM will develop a Cut-Over Plan in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Lee's Summit to transition CIS Infinity to Lee's Summit production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- o Emergency contact information
- o Detailed steps and timing of when data extract is obtained and data conversion is returned
- o Ordered steps for ensuring balancing of the system
- o Post-cut-over checklist
- o A formal release from Advanced that documents that the system has been handed to Lee's Summit in full balance

Go Live Data Refresh and Conversion

During this phase no activity will occur on the CIS Infinity Version 3 environment in order to enable a final balance to be obtained. Final data extraction will be delivered to Advanced in an expedient manner. The CIS Infinity Version 3 environment will be read only mode after this point, and no new data is to be entered. Lee's Summit will run Month End/Year end reports from CIS Infinity Version 3 environment and produce balance reports and hold these reports to be used on the Transition Day.

Cut over to Live

At least one complete day is required to transition and typically will occur over a weekend. During this day, inquiry only functionality will be available in Version 3. Once Version 4 is ready for production use, it will be released to the client. During the transition, the Payment functionality will be disabled until the production V4 instance is released.

Lee's Summit will be required to review and approve all balancing reports and formally authorize transition to the Version 4 system. The production system will not be deemed ready to move from V3 to V4 until written authorization is received.

CIS Infinity Live

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Advanced will assist Lee's Summit throughout the upgrade period to identify and respond to any needs and concerns. A meeting will be arranged between Lee's Summit's Project Manager and the Advanced Project Manager two weeks post live to discuss any remaining issues and scheduling.

ADVANCED DELIVERABLES:

1. Deliver jointly developed Go/No-Go criteria
2. Deliver jointly developed Cut Over Plan
3. Run V3 to V4 Conversion and deliver Data Validation Report
4. Provide remote Go Live assistance (1 Week)
5. Deliver balancing reports

LEE'S SUMMIT DELIVERABLES:

1. Assist in creating Go/No criteria
2. Assist in creating Cut Over Plan
3. Provide Go Live V3 data refresh extract
4. Review and verify Data Validation Report
5. Review and approve balancing reports
6. Provide formal authorization of Go Live

Payment Milestones

Milestone Description	Milestone Amount ($)
MP1 - Contract Signing	$46,200
MP2 - Project Management – Month 1	$7,459
MP3 - Project Management – Month 2	$7,459
MP4 - Project Management – Month 3	$7,459
MP5 - Project Management – Month 4	$7,459
MP6 - Project Management – Month 5	$7,459
MP7 - Project Management – Month 6	$7,460
MP8 - Project Management – Month 7	$7,460
MP9 - Project Management – Month 8	$7,460
MP10 - Installation of CIS Infinity V4 on Client Server	$28,875
MP11 - Delivery of Core Team Training	$5,775
MP12 - Delivery of Functional Discovery Workshop	$13,475
MP13 - Delivery of Functional Data Conversion	$44,275
MP14 – Delivery of End User Training	$5,775
MP15 - Delivery of ITC Data Conversion	$44,275
MP16 - Delivery of UAT Data Conversion	$28,875

MP17 - Cut Over To CIS Infinity V4 Go Live	$15,400
MP18 – Final System Acceptance	$15,400
Total Service Milestones	**$308,000**
Total Services	**$308,000**

The pricing and details contained within this Scope of Work is valid until June 30th, 2021.

- o All work undertaken throughout the course of the CIS Infinity Version 4 Upgrade (training, meetings, data refreshes etc.), will take place during the regular work week (Monday to Friday) and regular business hours. A SOW Amendment will be issued to request resources for work to be completed outside of the regular work week, over a holiday or after business hours. An hourly rate of $380 applies.
- o The exception to this is the cut-over to Live will happen over a weekend at the regular hourly rate.

Terms and Conditions

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Except as otherwise and expressly provided herein, this Statement of Work is performed, in order of precedence, pursuant to the Terms and Conditions of that certain Software License, Implementation and Support and Maintenance Agreement and entered into between the parties on or about October 18, 2010, as amended; and the City's Modified General Terms and Conditions, attached hereto and incorporated herein by reference.

Appendix A – Terms and Conditions

CITY OF LEE'S SUMMIT STANDARD TERMS AND CONDITIONS

1. **GENERAL TERMS APPLICABLE TO ALL CONTRACTS**. The following Standard Terms and Conditions (the "Terms and Conditions") shall apply to any agreement, contract, or other document for which the Terms and Conditions are specifically incorporated, including, but not limited to, City of Lee's Summit ("City") purchase orders, service contracts and any City acceptance of Vendor responses to requests for quotations ("Contract(s)").

    1.1 Acknowledgments and Acceptance.

    A. Clickwrap Terms Excluded. In the event the Vendor's terms of sale or service were provided to the City only upon "acceptance" by a "clickwrap" or "clickthrough" agreement, such terms of sale or service shall not be binding upon the City.

    B. Generally. No oral agreement, "clickwrap" or "clickthrough" agreement or other understanding shall in any way modify a City-issued or approved Contract or these Terms and Conditions. Vendor shall be deemed to agree to unqualified acceptance of these Terms and Conditions by (1) accepting a Contract, (2) delivering materials in accordance with a Contract, even if the Contract is unexecuted by the Vendor or (3) performing services called for in a Contract, even if the Contract is unexecuted by the Vendor. In the event of any inconsistency, conflict or ambiguity among any City-issued Contract, these Terms and Conditions and the Vendor's terms of sale or service, the documents shall govern in the order listed herein.

    1.2 Indemnification. To the fullest extent permitted by law but subject to the limitation of liability in any contract or Statement of Work, Vendor agrees to indemnify, defend, and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, fines, penalties, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, directives, errors, mistakes, or omissions, in connection with (i) the delivery of goods, and/or (ii) the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of a Contract, including, but not limited to claims or demands arising from (A) accidents occurring on the premises of the City, whether or not caused by the negligence of the Vendor, its agents or employees, or the negligence other than the sole negligence of the City, its agents or employees or that of any other person, firm or entity, (B) claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in a Contract and, upon written request, Vendor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits and (C) damages to persons or property resulting from defects in materials or workmanship. This Agreement is not intended to, nor does it, waive sovereign or any other immunity or defenses available to the City or any of its elected officials, officers, employees, agents, or attorneys. Accordingly, Vendor acknowledges and agrees that the City cannot and is not obligated to

indemnify, defend, or hold harmless Vendor for any claims arising out of or related to this Agreement.

1.3   Termination; Cancellation.

A. For City's Convenience. All Contracts issued by the City are for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than Ninety (90) days from the date the Notice of Termination is received by Vendor. Upon termination for convenience, Vendor shall be paid for all undisputed services performed to the termination date.

B. For Cause. If either party fails to perform any obligation under a Contract and such party fails to cure its nonperformance within 30 days after written notice of such nonperformance is given by the nondefaulting party, such nonperforming party will be in default. In the event of such default, the nondefaulting party may terminate the Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. Any Contract may be terminated by the City upon 30 days written notice to Vendor in the event that the services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

D. Gratuities. The City may, by written notice to the Vendor, cancel a Contract if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor to any officer, agent or employee of the City for the purpose of securing a Contract. In the event a Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Vendor an amount equal to 150% of the gratuity.

1.4   Subject to Non-Appropriation. The City is obligated only to pay its obligations set forth in this Contract from funds lawfully appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Contract obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Contract. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract

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is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Contract. The obligation of the City to make any payment pursuant to this Contract is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Contract pursuant to this section.

1.5 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Vendor acknowledges and agrees that the materials or services provided under a Contract are being provided as an independent contractor, not as an employee or agent of the City. Vendor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Vendor, its employees or subcontractors. The Vendor, and not the City, shall determine the time of its performance of the services provided under a Contract so long as Vendor meets the requirements of its agreed Scope of Work as set forth in the Contract. Vendor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Vendor do not intend to nor will they combine business operations under a Contract.

1.6 Applicable Law; Venue. All Contracts shall be governed by the laws of the State of Missouri, and a suit pertaining to any Contract may be brought only in state or federal courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

1.7 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

1.8 Severability. The provisions of a Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

1.9 Assignment; Delegation. No right or interest in a Contract shall be assigned or delegated by Vendor without prior, written permission of the City, signed by the City Manager or authorized designee. Any attempted assignment or delegation by Vendor in violation of this provision shall be a breach of the Contract by Vendor.

1.10 <u>Subcontracts</u>. No subcontract shall be entered into by the Vendor with any other party to furnish any of the material(s) or services specified in a Contract without the prior written approval of the City. The Vendor is responsible for performance under the Contract whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of the Contract by Vendor.

1.11 <u>Confidentiality of Records</u>. The Vendor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under a Contract shall not be used or disclosed by Vendor, Vendor's agents, officers, or employees, except as required to perform Vendor's duties under the Contract. Persons requesting such information should be referred to the City. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the Contract. Vendor shall ensure its subcontractors are aware of and comply with this provision.

1.12 <u>Confidential and Proprietary Information</u>.
   A. <u>Confidential Information</u>. Vendor acknowledges that, in the performance of some services (including installation of materials), Vendor will be acquiring, using and adding to confidential information. "Confidential Information" includes, but is not limited to, the following types of information or other information of a similar nature, whether or not reduced to writing: (1) any information protected by applicable law from disclosure by the City; and (2) City's public infrastructure, public safety and proprietary materials to the extent not required to be disclosed pursuant to applicable law.
   B. <u>Proprietary Rights</u>. All Confidential Information and any proprietary rights therein, including copyrights, shall belong exclusively to the City. Vendor agrees to turn over and deliver to the City any such materials in Vendor's possession or control at the end of the term of the Contract.
   C. <u>Assignment; Works for Hire</u>. Except for Vendor's Software-related rights which are licensed and not sold, Vendor agrees that the City shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights and other rights throughout the world) in any inventions, works of authorship, mask works, ideas or information made or conceived or reduced to practice, in whole or in part, by Vendor (either alone or with others) during its performance under a Contract ("Developments"); provided, however, that the City shall not own Developments for which no equipment, supplies, facility, trade secret information or Confidential Information of the City was used and which were developed entirely on Vendor's time, and which do not relate to the scope of services under the Contract.
   D. <u>Artwork Waiver</u>. The Vendor agrees that any artwork produced in whole or in part as a result of a Contract, including, but not limited to any and all pictures, photographs, graphic designs, architectural drawings or models, literary works or musical compositions or recordings, are and shall remain the property of the City and that the Vendor shall have no proprietary interest in said artwork.

1.13 <u>Non-Exclusive Contract</u>. A Contract is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

1.14 <u>Liens</u>. All goods delivered and labor performed under a Contract shall be free from all liens and, if the City requests, a formal release of all liens will be delivered to the City's Procurement Officer.

1.15 <u>Entire Agreement; Interpretation; Parol Evidence</u>. The Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to the Contract are hereby revoked and superseded by the Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of the Contract. The Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into the Contract.

1.16 <u>Rights and Remedies</u>. No provision in a Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of the Contract. The failure of the City to insist upon the strict performance of any provision of these Terms or Conditions or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the City's acceptance of and payment for services, shall not release the Vendor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

1.17 <u>Offset for Damages</u>. In addition to all other remedies at law or equity, the City may offset from any money due to the Vendor any amounts Vendor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under a Contract.

1.18 <u>Vendor Licensing and Registration</u>. Prior to award of the award or acceptance of the agreement, the successful Vendor shall be registered with the Corporations Unit of Missouri Secretary for State to do business in Missouri. The Vendor shall provide licensure information or evidence of exemption from such requirements with the quotation. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Missouri Secretary for State.

1.19 <u>Force Majeure</u>. The parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, public health emergency,

fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

1.20 <u>Anti-Discrimination Against Israel Act</u>. If a Contract has a total potential value of $100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of the Contract, and agrees for the duration of this Contract to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

2. **<u>BILLING, SHIPPING, AND MATERIAL SPECIFICATIONS</u>**. The provisions of this Section 2 shall be applicable only to Contracts for commodities, materials and equipment or other goods delivered without additional services.

2.1 <u>Price Warranty</u>. Vendor shall notify and give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

2.2 <u>Quality Warranty</u>. Vendor warrants that services performed pursuant to this Agreement will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Vendor's warranty shall run to City, its successors, and assigns. VENDOR, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

2.3 <u>Billing/Payment</u>. Vendor shall send, at the time of each shipment, unless otherwise specified, an original copy of each invoice showing the City of Lee's Summit purchase order (a "Purchase Order") number authorizing the transaction to the City Accounts Payable address indicated on the face of the Purchase Order. If an invoice is subject to a payment discount, the discount period will be calculated from the date of receipt of the claim or the material, whichever is later. Payment terms are net 30 days unless subject to discounts specified by Vendor. For open Purchase Orders, only invoices as listed by the using department will be paid against the claim for Purchase Order. (Note: To ensure payment of any invoices applicable to the Purchase Order, Vendor should check with the using department prior to filing of claim.)

2.4 <u>Packing</u>. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated into the Contract. Vendor shall be responsible for safe packing that conforms to the requirement of carrier's tariffs. All shipments must carry the correct quantity, including clear identification of individual components of a multi-part shipment (i.e. 1 of 4, 2 of 4, etc.), product identification, Purchase Order number, receiving address and product department plainly marked on all packages. Cars or trucks must be loaded to minimum weight requirements to ensure lowest rate unless otherwise specified or shipper will be charged with excess freight that the City is required to pay. If Vendor is charged with excess freight costs, Vendor is solely responsible for such costs and shall not to pass them on to the City.

2.5 N/A—Intentionally Deleted.

2.6 Quantity. The quantity of goods ordered must not be exceeded or reduced without the City Procurement Officer's permission, in writing, except in conformity with acknowledged industry tolerances. The City reserves the right to adjust the quantities as necessary to meet its needs.

2.7 Inspection. All articles are subject to inspection and testing by the City's representative at the place of manufacture, the destination, or at both places within seven (7) days after receipt. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to commercial laboratory for analysis and test as to whether the material conforms in all respects to the Contract. Materials failing to meet the Contract requirements will be held at Vendor's risk and may be returned to Vendor; costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be the responsibility of the Vendor.

2.8 Specification Changes. The City shall have the right, by a written change order, to make changes from time to time in the work to be performed or the materials to be furnished by Vendor. If such changes cause an increase or decrease in the amount due under the Contract, or in the time required for its performance, an acceptable adjustment shall be made and the Contract shall be modified, in writing, within ten (10) calendar days from the date the change is ordered. Nothing in this clause shall relieve the Vendor from proceeding without delay in the performance of the Contract as changed.

2.9 Freight. Unless otherwise agreed to in writing, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. If a payment discount is not permitted on freight charges, then specific notation of this must be shown on the invoice. Vendor shall retain title and control of the goods until they are delivered to and accepted by the City. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the goods and shall assist the Vendor in arranging for inspection. Vendor must be notified of any damage within seven (7) days after delivery. The City reserves the right to cancel and reject the goods upon default by Vendor in timeliness, rate, or manner of delivery.

2.10 Shipment Under Reservation Prohibited. Vendor is not authorized to ship goods under reservation, and no tender of a bill of lading will operate as a tender of the goods. The City shall only be obligated to pay for goods actually received, unless prior payment has been specifically approved, in writing prior to shipment, by the City Manager or authorized designee.

2.11 Federal and State Tax Exemption. As a political subdivision of the State of Missouri, the City is exempt from federal excise tax and state sales and use tax.

2.12 <u>Waiver</u>. Waiver by the City of a condition in any shipment shall not be considered a waiver of: (A) any other Contract provisions or these Terms and Conditions; or (B) that condition for subsequent shipments.

3. **ADDITIONAL TERMS FOR SERVICES**. The following provisions shall apply in all instances where a Contract requires personal or professional services from the Vendor.

   3.1 <u>Licenses; Materials</u>. Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor. The City will not provide Vendor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in a Contract. The City will not provide tools, equipment or material to Vendor.

   3.2 <u>Performance Warranty</u>. Vendor warrants that the Services rendered will conform to the requirements of the Contract and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. VENDOR DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

   3.3 <u>Insurance</u>. <u>Unless otherwise indicated on a Contract or by course of performance between the parties, the following insurance provisions apply.</u>

   A. <u>Insurer Qualifications</u>. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

   B. <u>No Representation of Coverage Adequacy</u>. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Vendor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Vendor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

   C. <u>Additional Insured</u>. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract.

   D. <u>Coverage Term</u>. All insurance required herein shall be maintained in full force and effect until the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

E. Primary Insurance. Vendor's insurance shall be, or endorsed to be, primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Vendor.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Vendor shall be solely responsible for any such deductible or self-insured retention amount.

I. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is $2,905,664 for all claims arising out of a single accident or occurrence.

J. Use of Subcontractors. Not Applicable.

K. Notice of Claim. The Vendor shall upon receipt of notice of any claim in connection with this Contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Vendor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity regardless of whether such impairment is a result of this Contract. A breach of this provision is material breach of the contract.

L. Evidence of Insurance. Prior to commencing any work or services under a Contract, Vendor will provide the City with suitable evidence of insurance in the form of certificates of insurance issued by Vendor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. The City shall reasonably rely upon the certificates of insurance of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Vendor's responsibility to forward renewal certificates to the City 30 Days prior to the expiration date. Certificates of Insurance shall be substantially in the form provided by the Vendor to the City on previous occasion.

M. Endorsements. Only the Certificates of Insurance will be provided, per established practice.

N. Commercial General Liability. Vendor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $3,000,000 for each occurrence, $3,000,000 Products and Completed Operations Annual Aggregate and a $3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products completed operations, bodily injury, personal injury and advertising

injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause.

O. <u>Vehicle Liability</u>. Vendor shall maintain Business Automobile Liability insurance with an unimpaired limit of $2,000,000 each occurrence on Vendor's owned, hired and non-owned vehicles assigned to or used in the performance of the Vendor's work or services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Vendor pursuant to this Contract and such coverage shall be at least as broad as policy form CA 99 48 03 06.

P. <u>Professional Liability</u>. If this Contract is the subject of any professional Services or Work, or if the Vendor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Vendor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Vendor, or anyone employed by the Vendor, or anyone for whose negligent acts, mistakes, errors and omissions the Vendor is legally liable, with an unimpaired liability insurance limit of $3,000,000 each claim and $3,000,000 annual aggregate.

Q. <u>Workers' Compensation Insurance</u>. Not applicable: Vendor is a software company, not a NCCI construction company.

R. <u>Cancellation and Expiration Notice</u>. Vendor shall insure that the Insurance required herein shall not expire, be canceled, or be materially reduced without 30 days' prior written notice to the City.

3.4 <u>Laws and Regulations</u>. Vendor shall keep fully informed and shall at all times during the performance of its duties under a Contract ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

3.5 <u>Prevailing Wages</u>. Pursuant to § 290.230.5, RSMo. if this Contract, or a project of which this Contract is a part, exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Vendor shall pay all its workers the applicable prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Contract is subject to prevailing wages as required by §§ 290.210, et. seq., RSMo. the City's determination shall control.

3.6 <u>Work Authorization/E-verify</u>. Pursuant to§ 285.530, RSMo. if Contract exceeds five thousand dollars ($5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

3.7 <u>Notices and Requests</u>. Any notice or other communication required or permitted to be given under a Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Lee's Summit
	220 SE Green St
	Lee's Summit, Missouri 64063
	Attn: Procurement and Contract Services Office
With copy to:	City of Lee's Summit
	220 SE Green St
	Lee's Summit, Missouri 64063
	Attn: City Attorney's Office
If to Vendor:	To the address and contact person listed on the Contract

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

4. **ADDITIONAL TERMS FOR INFORMATION TECHNOLOGY**. The following provisions shall apply to all Contracts relating to the City's information technology infrastructure.

    4.1 <u>Cyber Liability Insurance</u>. In addition to the insurance requirements set forth in these Terms and Conditions, Vendor shall maintain Cyber Liability insurance with limits not less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in the Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

    4.2 <u>Limited Access</u>. If necessary for the fulfillment of a Contract, the City may provide Vendor with nonexclusive, limited access to the City's information technology infrastructure. Vendor understands and agrees to abide by all City policies, standards, regulations and restrictions regarding access and usage of City's information and communication technology resources. Vendor shall enforce all such reasonable policies, standards, regulations and restrictions with all Vendor's employees, agents or any tier of subcontractor granted access in the performance of the Contract, and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of the Contract. Vendor's employees, agents and subcontractors must receive prior, written approval from City before being granted access to the City's information and communication technology resources and data. The City, in its sole discretion, shall determine accessibility and limitations thereto. Vendor agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Vendor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 1.3(B), a violation of this Section may result in immediate termination of the Contract without notice.

    4.3 <u>Data Confidentiality</u>. All City data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Vendor in connection with a Contract, are confidential, proprietary information owned by the City. Except as specifically provided in the Contract, the Vendor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

    4.4 <u>Data Security</u>. Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be reasonably secured and protected at all times to avoid unauthorized access. At a minimum, Vendor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When City information, regardless of its format, is no longer required by the Vendor to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Vendor shall send a copy of such information to the City in a format specified by the City.

4.5 Compromised Security. In the event that data collected or obtained by the Vendor in connection with a Contract is believed to have been compromised, Vendor shall immediately notify the City Manager, or authorized City designee, and, if such breach is solely attributable to Vendor, shall reimburse City for the reasonable and actual costs necessary to notify and assist the individuals who have been impacted by the breach or compromise.

4.6 Source Code Escrow.   Vendor maintains an escrow agreement with a third party under which is placed the source code for each major release of its Software. City may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. City will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Vendor Software is strictly governed by the terms of the escrow agreement. No escrow in Third Party Software is provided.

4.7 Disengagement. In the event the Contract is terminated by either party, Vendor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. Unless extraordinary circumstances created by the City require extensive additional professional services, there shall be no charge for the return of City data to the City.

4.8 Survival. The obligations of Vendor under this Section 4 shall survive the termination of the Contract.

Appendix B - Hardware and Software Requirements

Hardware and Software Requirements for CIS Infinity (V4) and Add- On Products

Version/Build	Creation Date	Last Revised
V4 Build 1.47 & higher	April 11th, 2014	June 9th, 2020

The following specifications are the recommended hardware requirements provided to clients who are considering using CIS Infinity, along with our web services and/or add-on products. Virtualized environments are supported.

Up to 150K Accounts

Database Server	
Processor	8 - 12 CPU / Cores @ 2 - 3GHz
RAM	32GB

Disk Space		
CIS Infinity (~75K accounts)	Initial Size	
	35 - 40GB	Assumptions – monthly billing, 3 services, 5 years of reading/billing history converted. Add est. 1GB per 3K accounts.
Infinity.Mobile	Initial Size	Service Orders (based on 3000/month)
	3.5GB	30MB/month

Application Server	
Processor	4 - 8 CPU / Cores @ 2 - 3GHz
RAM	16GB

Disk Space			
CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)	Standard Folders	Letters (average file size)	Attachments (average file size)
	1 - 3GB	30 - 100KB	200KB
CIS Infinity Web Service	25MB		

Infinity.Mobile Web Service	40MB
Public Web Server (for Infinity.Link, Infinity.Mobile and Payment web pages)	

Processor	4 - 8 CPU / Cores @ 2 - 3GHz
RAM	16GB
Disk Space (Total Size: 755MB)	
Infinity.Link Website	250MB
Payment Engine Website	5MB
Infinity.Mobile Dispatch Website	250MB
Infinity.Mobile Client Website	250MB

Over 150K Accounts

Database Server	
Processor	12 - 16 CPU / Cores @ 2 - 3GHz
RAM	64GB
Disk Space	

CIS Infinity (150K accounts)	Initial Size	
	70 - 80GB	Assumptions – monthly billing, 3 services, 5 years of reading/billing history converted. Add est. 1GB per 2K accounts.

Application Server	
Processor	8 - 12 CPU / Cores @ 2 - 3GHz
RAM	16GB
Disk Space	

CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)	Standard Folders	Letters (average file size)	Attachments (average file size)
	2 - 4GB	30 - 100KB	200KB
CIS Infinity Web Service	25MB		

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Infinity.Mobile Web Service	40MB

Link/Mobile Database Server (for Infinity.Link, Infinity.Mobile databases)	
Processor	4 - 8 CPU / Cores @ 2 - 3GHz
RAM	16GB
Disk Space (Total Size: 4.5GB)	
Infinity.Link	1GB

Infinity.Mobile	Initial Size	Service Orders (based on 5000/month)
	3.5GB	50MB/month

Public Web Server (for Infinity.Link, Infinity.Mobile and Payment web pages)	
Processor	4 - 8 CPU / Cores @ 2 - 3GHz
RAM	16GB
Disk Space (Total Size: 905MB)	
Infinity.Link Website	400MB
Payment Engine Website	5MB
Infinity.Mobile Dispatch Website	250MB
Infinity.Mobile Client Website	250MB

Required Operating System & Programs for CIS Infinity (V4) and Add-On Products

CIS Infinity Requirements

Application Server

- Windows Server 2012 R2 or higher
- Microsoft Internet Information Service (IIS) 7.5 or higher
- PHP/DokuWiki for CIS Help wiki system
- For Advanced Support use: Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2010 or higher (2013/365), OpenOffice, etc.
- File Transfer tool (Filezilla / WinSCP) to allow large file transfers during data conversion

Optional Software

- On Application Server, or workstation accessible to Advanced Support staff with access to application server and database server
- Microsoft Access or another SQL data access tool.

Database Server

- Windows Server 2012 R2 or higher running Microsoft SQL Server 2012 or higher or;
- Windows Server 2012 R2 or higher running Oracle 11g or higher or;
- Unix/Linux/AIX (any version) running Oracle 11g or higher
- For Advanced Support use: Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2010 or higher (2013/365), OpenOffice, etc.
- File Transfer tool (Filezilla / WinSCP) to allow large file transfers during data conversion

Link/Mobile Database Server

- Windows Server 2012 R2 or higher running Microsoft SQL Server 2012 or higher
- .NET 4.6 Framework installed for CIS Infinity Version 4.1.56 and prior.
- .NET 4.7.2 or higher Framework installed as of CIS Infinity Version 4.1.57.
- PDF Reader (Adobe Acrobat Reader, etc.)
- File Transfer tool (Filezilla / WinSCP) to allow large file transfers during data conversion

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Network

- Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System

- Windows 8.1 or Windows 10
- 8GB RAM recommended
- i5 or higher Intel Core Chip
- 7200 RPM or better Hard Disk (SSD's will provide optimal performance)
- 1GB or higher NIC / Network Interface Card

Required Workstation Software

- .NET 4.7.2 Framework installed as of CIS Infinity Version 4.1.57.
- .NET 4.6 Framework installed for CIS Infinity Version 4.1.56 and prior
- PowerShell 4.0 or higher.
- Crystal Reports Runtime installer Version 13.0.24 as of CIS Infinity Version 4.1.57 (located in the CIS Infinity V4 Reports folder).
- SQLite ODBC installer Version 3.31.1 or higher (located in the CIS Infinity V4 Reports folder)
- Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2010 or higher (2013/365), OpenOffice, etc.

Optional Workstation Software

- A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

Note: All software must be running the latest recommended patches from the respective provider of such software.

Infinity.Link Requirements

Application Server Operating System

- Windows Server 2012 R2 or higher with Microsoft Internet Information Service (IIS 7.5)

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- .NET 4.6 Framework installed for CIS Infinity Version 4.1.56 and prior.
- .NET 4.7.2 Framework installed as of CIS Infinity Version 4.1.57.

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on popular smartphones and tablets

Note: All software must be running the latest recommended patches from the respective provider of such software. Microsoft Internet Explorer is no longer supported.

Infinity.Mobile Requirements

Application Server Operating System

- Windows Server 2012 R2 or higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework installed for CIS Infinity Version 4.1.56 and prior.
- .NET 4.7.2 Framework installed as of CIS Infinity Version 4.1.57.

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on tablets

Note: Microsoft Internet Explorer is no longer supported.

Appendix C – Lee's Summit Interfaces

The following interfaces will be converted by Advanced if they exist in the Version 3 production environment prior to approval of this SOW. Interface functionality to be converted will be consistent with the functionality of the current V3 interface.

Interfaces	Notes (Software; import/export; type etc.) **Please fill out the ones that apply to you and identify the vendor/product name**			
	Vendor	Import to CIS?	Export from CIS?	Batch/Real Time?
Meter Reading	Itron	X	X	Batch
EBP (Third Party Electronic Bill Print & Notices)	KC Presort		X	Batch
ACH	US Bank	X		Batch
Bank Drafting	US Bank	X	X	Batch
Lockbox	UMB	X		Batch
Electronic Payment Processor (Credit/Debit/eCheck)	Paymentus	X	X	Real Time
IVR	Paymentus	X		Real Time
General Ledger	Infor Lawson		X	Batch
Accounts Payable	Infor Lawson	X	X	Batch
Collection Agency	KCI		X	Batch
GIS	ArcGIS		X	Real Time
Address Verification		X	X	Real Time

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