



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM
CONTRACT DOCUMENT

DATE: October 29, 2010

TO: Randy Dickey
 Cathy Loveland
 Teresa Wright

FROM: Purchasing Division

RE: Services Agreement for Enterprise Resources Planning System and Point Solutions for
 HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
 Lee's Summit Bid #10-013

Vendor	James L. Northern, II, VP, Strategic Business Development Public Sector / Justice and Public Safety / Homeland Security Analysts International Corporation 3601 West 76th Street Minneapolis, MN 55435
Phone & Fax	PH: (952) 838-2812
Contact Person	James Northern
Terms/Discounts	Net 30
Delivery	Destination
Effective Dates	Contract start date October 29, 2010. Expiration as per contract.

cc: Bid File- Original memo
 Intranet



CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED

October 29, 2010

James L. Northern, II, VP, Strategic Business Development
Public Sector / Justice and Public Safety / Homeland Security
Analysts International Corporation
3601 West 76th Street
Minneapolis, MN 55435

Re: Award of Yearly Contract for Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
RFP #10-013

Dear Mr. Northern:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will begin October 29, 2010 and continue as per the contract terms. A copy of the contract documents is enclosed.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,


DeeDee Tschirhart, CPPB
Procurement Officer

cc: Bid file
Accounts Payable

Master Services Agreement

This Master Services Agreement ("Agreement") is made by and between:

Analysts International Corporation

3601 West 76th Street

Minneapolis, Minnesota 55435

(hereinafter "AIC")

City of Lee's Summit

220 S. E. Green

Lee's Summit, Missouri 64063

(hereinafter "Client")

The Effective Date of this Agreement is October 22, 2010

INTRODUCTION

This Master Services Agreement ("Agreement" or "MSA") contains the terms and conditions that govern the relationship between the parties with respect to Services (as such term is hereinafter defined) to be provided by AIC to Client. This Agreement is designed to apply to and support the full scope of AIC's services and eliminate the need to execute additional agreements should Client request that AIC provide multiple services over time. This Agreement is comprised of thirteen sections. Sections 1 through 10 and 13 are applicable to all Services. Section 11 contains provisions specifically applicable to Project Services, and Section 12 contains provisions specifically applicable to Staffing Services. The specific description of Services to be provided will be set forth in one or more separate Statements of Work to be provided from time to time. Each Statement of Work will be governed by this Agreement and is incorporated herein by reference.

AGREEMENT

In consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. SERVICES

1.1 This Agreement applies to all services provided to Client by AIC including, but not limited to, special studies; programming and application design and development, systems analysis and design, third-party program installation and integration, conversion and implementation planning, installation evaluation, strategic management consulting services and staff augmentation services (the "Services"). As used in this Agreement, the definition of "Services" includes, without limitation, both Project Services (and Deliverables) subject to Section 11 and Staffing Services subject to Section 12.

1.2 AIC will provide Services to Client as set forth in one or more separate "Statements of Work" substantially in the form attached hereto as Exhibit A (for Project Services and Deliverables) or Exhibit B (for Staffing Services), as applicable (each, and as modified by the parties from time to time, a "SOW"). Each SOW shall describe the Services requested by Client and is incorporated into and made a part of this Agreement. To the extent there are any conflicts or inconsistencies between this Agreement and any SOW, the provisions of this Agreement shall govern and control unless the parties have expressly provided in such SOW that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such SOW. Any such conflicting terms and conditions apply only to the Services described in that particular SOW and shall have no application to Services provided pursuant to other SOWs.

1.3 Each SOW must be signed by an authorized representative of each party. AIC will have no obligation to commence performance of any Services until the parties have executed a SOW documenting the Services. Requests for any change in Services must be in writing; this requirement pertains to all such requests including, but not limited to, requests for changes in project plans, scope, specifications, schedule, designs or requirements under a Project SOW. AIC will not be obligated to perform tasks described in a request until the parties agree in writing to the proposed change.

1.4 The parties agree that the transactions covered by this Agreement may be conducted by electronic means.

AIC may elect to generate and transmit SOWs to Client by electronic transmission, portable document file (PDF) or by fax. Any such fax, PDF or electronic transmission shall be subject to and exclusively governed by the terms and conditions set forth herein.

2. FEES, EXPENSES AND INVOICING

2.1 Client agrees to pay AIC the fees and other compensation set forth in each SOW. If an SOW does not specify the fees and other charges payable for Services to be provided, Client agrees to pay time and materials charges in accordance with AIC's established rates and minimums in effect at the time the Services are rendered. "Time and materials charges" means that Client will pay AIC for all the time spent performing Services hereunder, plus materials, taxes and expenses. Except as otherwise specified in an applicable SOW, all charges, rate classifications and minimum hours are subject to change by AIC upon thirty (30) days' notice to Client. Client will also reimburse AIC for all reasonable out-of-pocket expenses actually incurred by AIC in performing Services under this Agreement.

2.2 Client agrees to pay any excise, sales, use, intangibles, property or other taxes resulting from or based upon charges or Services rendered by AIC pursuant to this Agreement (exclusive of taxes based on AIC's net income). AIC will invoice Client for any taxes payable by Client that are required to be collected by AIC pursuant to any applicable law, rule, regulation or other requirement of law. The foregoing shall not apply if Client is a governmental entity or a unit of government which it is not required to pay any excise, sales, use, intangibles, property or other taxes resulting from or based upon charges or services rendered by AIC pursuant to this Agreement.

2.3 Except as otherwise provided in an applicable SOW, fees, charges and expenses will be invoiced monthly and are due and payable in full within thirty (30) days of the date of each invoice, without deduction or setoff. All undisputed invoices that are not paid in full within sixty (60) days after the date of invoice shall bear interest at the rate of 1.5% per month, but not to exceed the maximum rate permitted by law.

2.4 Client acknowledges and agrees that unless and until such undisputed invoice(s) and interest charges are paid in full, AIC shall have the right, upon five (5) days' notice and thereafter in its sole discretion, to immediately suspend and/or terminate Services and any work in progress under this Agreement, in addition to such other remedies it may have at law, in equity or elsewhere in this Agreement. Any such termination will not relieve Client of its obligation to pay all charges that accrued prior to such termination and shall be without liability to AIC. If, during the course of providing Services, billing disputes arise and remain unresolved, AIC reserves the right to suspend or withdraw from further Services, in addition to any other remedies it may have at law, in equity or elsewhere in this Agreement. Any suspension of Services by AIC as a result of Client's failure to make payment as required will extend the due dates of Deliverables, if any, and other Services to the extent affected by such suspension or delay.

2.5 If a dispute arises as to any payment(s) due AIC, Client will (i) pay all undisputed amounts within thirty (30) days of the date of the invoice; (ii) notify AIC in writing of the details of the disputed amount no later than ten (10) business days after the date of the invoice; and (iii) work with AIC to resolve any such dispute promptly. During the pendency of any such dispute, AIC will continue performance and Client will pay all invoices submitted except those which it in good faith and with a reasonable basis believes to be incorrect or incomplete.

3. TERM AND TERMINATION

3.1 This Agreement will commence on its Effective Date (specified above) and will remain in effect until terminated as provided herein.

3.2 Either party may terminate this Agreement for convenience (that is, without cause and for any reason or for no reason) upon thirty (30) days' prior written notice, however, unless the Agreement is terminated for breach (as provided below), this Agreement will remain in effect until each party completes its obligations under any SOW then in effect.

3.3 In addition, this Agreement may be terminated by either party:

3.3.1 If a material breach of any provision of this Agreement has been committed by the other party (the "non-breaching party") and such party fails to cure the same within twenty (20) days after written notice specifying such breach (or if such breach cannot reasonably be cured within 20 days, such longer period of time as may be reasonably necessary to effect such cure if the defaulting party furnishes to the non-defaulting party within such 20 day period a feasible plan demonstrating that it is capable of curing the breach and diligently proceeds to

implement such plan to completion).

3.3.2 In the event the other party (a) becomes insolvent, is dissolved or liquidated; (b) files or has filed against it a petition in bankruptcy and, in the case of an involuntary petition, such petition is not dismissed within 30 days; (c) makes a general assignment for the benefit of its creditors; or (d) ceases conducting business in the ordinary course.

3.4 Upon any termination of this Agreement, AIC:

3.4.1 Will cooperate with Client in effecting an orderly transition; and

3.4.2 Shall be paid (and if applicable shall be entitled to recover payment) for all Services rendered through the date of termination (including for work-in-progress), for those costs reasonably incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

3.5 Each party's rights of termination under this Section 3 are in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies.

4. CONFIDENTIAL INFORMATION

4.1 AIC and Client acknowledge that during the course of performing this Agreement each may be exposed to Confidential Information relating to the other party's business and/or personnel.

4.2 "Confidential Information" means information marked or otherwise identified in writing by the party disclosing such information ("Discloser") as proprietary or confidential or information that, under the circumstances surrounding its disclosure, should in good faith reasonably be treated as confidential by the party receiving such information ("Recipient").

4.3 During the term of this Agreement and for a period of two (2) years thereafter, the parties will not directly or indirectly disclose any such Confidential Information, will secure and protect such Confidential Information in a manner consistent with the maintenance of the other party's rights therein, and will take appropriate action by instruction or agreement with its personnel who are permitted access to such Confidential Information to satisfy its obligations hereunder.

4.4 The foregoing obligation with respect to Confidential Information does not apply to information which (a) is or becomes a matter of public knowledge through no fault of Recipient; (b) was rightfully known or becomes known by a party prior or subsequent to its receipt hereunder; (c) was independently developed by a party; (d) is disclosed under requirement of law or court order (provided that Recipient shall have made a reasonable effort to prevent such disclosure, shall have used reasonable efforts to promptly notify Discloser of any effort to compel disclosure prior to any such disclosure, and reasonably co-operates and assists with the Discloser's lawful attempts to prevent disclosure and/or to obtain a protective order); or (e) is disclosed by Recipient with Discloser's prior written approval.

5. SECURITY PROCEDURES, DATA PROTECTION AND SUPPORT

5.1 AIC will cause its personnel to comply with all of Client's lawful standards and procedures when working on-site at Client's facilities, including standards and procedures relating to security, provided that AIC is given prior notice of such.

5.2 AIC agrees that any software developed, delivered or installed by AIC shall not contain any computer code or any other procedures, routines or mechanisms designed by AIC to: (a) disrupt, disable, harm or impair in any way such software's (or any other software's) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs," "time locks" or "drop dead" devices); (b) cause such software to damage or corrupt any of Client's data, storage media, programs, equipment or communications, or otherwise interfere with Client's operations, or (c) permit AIC to access such software (or Client's computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as "traps," "access codes" or "trap door" devices). AIC will not unilaterally (*i.e.*, without appropriate judicial order) remove, uninstall, repossess, modify, delete, damage, deactivate, disable or interfere with the software because of any dispute relating to this Agreement.

5.3 Client will provide AIC with all information relevant to the Services to be performed hereunder, will provide an environment where consultants can work efficiently (for Services to be performed at any of Client's sites), and will cooperate and provide AIC with all such assistance as may reasonably be required to properly perform the Services. Client acknowledges that its timely provision of and access to office facilities, equipment, assistance, cooperation, complete and accurate information and data (including sample data being representative of production data) from its officers, agents, employees and third parties, and suitably configured computer products (including software, hardware and documentation) (collectively, "Support") are essential to performance of any Services, and that AIC will not be liable for any delay or deficiency in providing Services if such delay or deficiency results from Client's failure to provide Support. Furthermore, Client acknowledges that such delays or deficiencies in providing Services shall be subject to change orders and may result in additional charges for the Services.

6. PROPRIETARY RIGHTS

6.1 "Work Product" means all original material created for Client by AIC under this Agreement, including programs, source code, object code, software, algorithms, data, technologies, know-how, ideas, concepts, drawings, models, designs, formulas, methods, information, works of authorship, intellectual property rights, documents and tangible items. Work Product does not include "AIC Materials" (as hereinafter defined).

6.2 Work Product will be deemed "work made for hire" for purposes of the copyright laws of the United States and will be the sole and exclusive property of Client or its designee (subject to Client's payment in full of amounts payable under the applicable SOW). To the extent that (a) any Work Product may not by operation of law be deemed works made for hire, or (b) ownership rights with respect to any Work Product may not vest in Client as contemplated hereunder, then, in each such case, contingent upon full and final payment of all amounts due hereunder, this Agreement will automatically operate as an irrevocable grant and agreement to grant, transfer, sale and assignment by AIC to Client of all right, title and interest therein. At Client's expense, AIC agrees to provide Client all reasonable assistance and to execute all documents as may be reasonably necessary to perfect, preserve, register and/or record Client's rights in any such Work Product.

6.3 The term "AIC Materials" means all software, methodologies, tools, compilers, specifications, concepts, techniques, documentation and/or data utilized by AIC in the performance of Services, together with any and all additions, enhancements, improvements or other modifications thereto (whether or not made during the performance of the Services), which (a) has been originated or developed by AIC, its affiliates or by third parties outside of the scope of the Services, or (b) has been purchased by or licensed to AIC. AIC Materials includes all patent, copyright, trade secret and other intellectual property rights related to any of the foregoing. Client acknowledges that in providing Services under this Agreement, AIC may utilize aspects of AIC Materials. To the extent that any AIC Materials are embedded into the Software and necessary for its proper performance, AIC grants Client a restricted, royalty-free, non-exclusive, non-transferable license to use such AIC Materials solely for Client's internal use of the Software (as defined below) delivered to Client by AIC hereunder (including any derivative thereof), and not on a standalone basis. "Software" means all original computer software, computer program, source code, object code, algorithms and related documentation created under and to be delivered pursuant to this Agreement. "Software" does not include any third party software or AIC Materials.

6.4 Except for the license expressly granted in Section 6.3 above, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest (whether by estoppel, implication or otherwise), in any AIC Materials, and AIC reserves all right, title and interest in and to all AIC Materials. No other licenses or rights with respect to any AIC Materials are granted, either directly or indirectly, by implication, estoppel or otherwise.

6.5 Client's rights to use, and obligations with respect to, any programming, materials or data obtained from third-party vendors, regardless of whether or not obtained with the assistance of AIC, will be determined in accordance with the licenses and policies of such vendors; and Client assumes all responsibility for compliance with those requirements.

6.6 Nothing in this Agreement shall preclude or limit AIC from providing Services or developing materials for itself or its customers that may be similar to those provided to Client pursuant to an SOW. Notwithstanding the foregoing, AIC will not use the Work Product or any of Client's confidential information except in the performance of AIC's obligations to Client under this Agreement. Provided that no confidential information of Client is used in connection therewith, nothing in this Agreement shall preclude AIC personnel from using any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of providing any Services performed hereunder, or from using the information that such individuals retain in their unaided memories related to information technology, including

ideas, concepts, know-how and techniques.

7. PERSONNEL ASSIGNMENT; COST ESTIMATES

7.1 AIC agrees to use commercially reasonable efforts to provide qualified personnel in accordance with any service estimates and SOWs provided to Client. Client shall retain the right to request removal of any personnel assigned by AIC whose qualifications in Client's good faith and reasonable judgment do not meet standards established by Client. Should any personnel be unable to perform scheduled services because of illness, resignation or other causes beyond AIC's control, AIC will attempt to replace such employee within an equally qualified staff member within a reasonable time

7.2 AIC makes no estimate of cost or completion dates other than as expressly set forth in an applicable SOW. AIC's project team members are not authorized to give estimates. While AIC management personnel are authorized to give written estimates, Client understands the dollar amount reflected in any estimate can vary, sometimes substantially. Any estimate provided is merely that – an estimate. Estimates are made in good faith based on information furnished by Client. Estimates do not constitute AIC's agreement to furnish time and materials for a certain price or for a "not to exceed" price, but instead are provided for Client's preliminary budgeting and AIC's resource scheduling purposes.

8. INSURANCE

During the performance of any Services for Client pursuant to this Agreement, AIC will maintain the following insurance coverage for itself and its employees: (a) Commercial General Liability covering bodily injury and tangible property damage liability; (b) Workers' Compensation under applicable state workers' compensation laws; and (c) Technology Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by its employees in the performance of this Agreement. AIC will provide certification of insurance upon Client's reasonable request.

9. NON-SOLICITATION

Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's personnel during their participation in the Services or during the twelve (12) months thereafter. For purposes of this Section 9, "personnel" means and includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services. This restriction, however, shall not prohibit a party from carrying on general industry solicitations in trade journals, through recruiters, receiving unsolicited expressions of interest in employment from any employee of the other party, and the like.

10. LIMITATION OF LIABILITY AND REMEDIES

10.1 For the avoidance of doubt, the provisions of this Section 10 apply to all Services provided by AIC to Client (including, without limitation, Project Services and Staffing Services).

10.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS, OTHER TWO TIMES THE AMOUNTS DUE AND PAYABLE TO AIC) OR LOSS OF RECORDS, FILES OR DATA, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY.

10.3 Except for any liability of AIC under Section 11.3 and/or Section 12.4 hereof, in no event shall the liability of AIC to Client arising out of, related to or in connection with this Agreement or the Services exceed, in the aggregate, two times the total fees paid by Client to AIC under the applicable SOW to which such liability relates.

10.4 The limitations set forth in Sections 10.2 and 10.3 above shall apply whether in an action based on contract, warranty, strict liability, statute or tort (including, without limitation, negligence) or otherwise. The parties agree that this Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon any other person or entity any remedy, claim, liability, reimbursement, cause of action or other right whatsoever. The parties have agreed that the limitations specified in this Section 10 will survive and apply even if any limited remedy speci-

fied in this Agreement is found to have failed of its essential purpose; represents an allocation of risk between the parties; and is an essential and material part of this Agreement.

11. PROJECT-RELATED TERMS AND CONDITIONS

11.1 Definitions; Application of this Section 11

11.1.1 If the Services provided by AIC require the provision of Deliverables or Goods, or the satisfaction of Acceptance Criteria described in a separate SOW, then the Project-Related Terms and Conditions in this Section 11 shall apply, and the Staffing Services Terms and Conditions in Section 12 below shall *not* apply.

11.1.2 For purposes of this Section 11:

11.1.2.1 "Acceptance Criteria" means the written criteria that may be stated in an applicable SOW (including but not limited to any applicable specifications, test data, test conditions and exception conditions) which constitute the basis for determining the completion of all tasks and any sub-tasks comprising all project milestones, and for evaluating the Services or Deliverables for acceptance.

11.1.2.2 "Deliverables" means and includes the software, materials or other items to be developed or prepared by AIC for Client, if specifically described in an applicable SOW, produced as a result of the Services and left with the Client at the conclusion of AIC's performance of the Services (such as originally created software applications); and all tangible materials provided by AIC in performance of the Services to Client (such as documentation). For the avoidance of doubt, the term "Deliverables" does not include Goods or any AIC Materials.

11.1.2.3 "Goods" means all things that are movable at the time of identification to a contract for sale or resale, including products, equipment and hardware.

11.1.2.4 "Project" and "Project Services" means Services subject to this Section 11.

11.1.3 Each Project SOW, in the form attached as Exhibit A, shall set forth the project scope, schedule, any various project activities and tasks to be performed by the parties and roles and responsibilities of the parties. Each Project SOW will further describe, if applicable, the Deliverables that AIC is obligated to furnish to Client, the Acceptance Criteria for each Deliverable and the applicable time period for Client to review, evaluate, test and/or accept, as the case may be, the Deliverables to determine if such Deliverables materially satisfy the Acceptance Criteria. Unless otherwise expressly provided in an applicable SOW, all Deliverables not rejected within ten (10) business days shall be deemed accepted. Each SOW shall be subject to the terms hereof. At any time during a Project, Client may request modification(s) to the Project Services or Deliverables, and the applicable Acceptance Criteria. As soon as practicable following any such request, the parties will discuss the feasibility of the modification(s) and the effect on the time schedules and costs. In the event the parties agree to the modification(s), each party will sign an amendment to the applicable Project SOW; and thereafter, the modification shall become part of the Project.

11.1.4 Client will appoint a qualified member of its staff or an authorized agent of Client (the "Project Manager") to (a) represent Client during the performance of this Agreement with respect to the Project and Deliverables, (b) provide project direction, and (c) provide project coordination between Client and AIC. The Project Manager will provide overall and day-to-day project management during the term of this Agreement. In addition, the Project Manager shall act as the central point of contact and coordination of decision making for Client.

11.2 Warranty and Disclaimer Provisions Applicable to Project Services, Deliverables and Goods

11.2.1 Project Services Warranty. AIC warrants that all Project Services by AIC will be performed in a manner consistent with generally accepted industry practices applicable to such Services. (Deliverables are not covered by this warranty as they are separately warranted below.) Client must report any deficiencies in the Project Services to AIC within ninety (90) days of completion of the Services in order to receive warranty remedies. AIC will use good faith efforts and endeavor to re-perform the deficient Services within twenty (20) days (or such longer period of time as may be reasonably necessary to re-perform the deficient Services provided AIC furnishes to Client within such 20 day period a feasible plan demonstrating that it is capable of curing the deficiency

and diligently proceeds to implement such plan to completion) (the "Cure Period"). If AIC is unable to re-perform the Services within the Cure Period as warranted, Client will be entitled to recover actual damages from AIC for the deficient Services in an amount not to exceed two times (2x) the total amount paid or payable for the deficient Services under the applicable SOW to which such claim applies. **Client's exclusive remedy for breach of warranty with respect to Project Services, and AIC's entire liability therefor, will be re-performance of the Project Services or payment of damages as aforesaid.**

11.2.2 Deliverables Warranty. AIC warrants that at the time of delivery and for a period of three hundred and sixty five (365) days following acceptance by Client of the particular Deliverable ("Warranty Period"), the Deliverable will materially conform to the applicable specifications and Acceptance Criteria (if any). Warranty will be null and void if Client has made unauthorized modifications to the Deliverable during the warranty period. During such Warranty Period, AIC will (as soon as reasonably practical and at no charge to Client) furnish such materials and services as may be required to correct any nonconformity or defect in the Deliverable(s) and to maintain the Deliverables in good working order in accordance with the applicable specifications and Acceptance Criteria. If within a commercially reasonable period of time AIC is not able to correct the nonconformity or defect as warranted, Client will be entitled to recover two times the fees paid to AIC for the deficient Project Services or Deliverable in an amount not to exceed the total amount paid or payable for such Project Services or Deliverable under the applicable SOW to which such claim applies. **The foregoing states Client's exclusive remedy for breach of warranty with respect to Deliverables, and AIC's entire liability therefor.**

11.2.3 Goods – Pass-Through of Warranties and Disclaimers. Client acknowledges that AIC is not the manufacturer of any Goods that AIC provides under this Agreement (such as materials, components or equipment), and that such materials, components and equipment are manufactured by one or more third parties ("OEM"). As such, and notwithstanding anything to the contrary stated in this Agreement or any SOW, the warranties, limitations and disclaimers provided by the OEM, if any, shall be passed through to Client to the extent permitted by the OEM, and, except for AIC's obligation during the warranty period to facilitate and execute the warranty claim process with the OEM, Client agrees to look only to the OEM for such warranty protection. AIC does not warrant and is not responsible for the Goods, products or services of any third party and the warranties provided hereunder with respect to Project Services and/or Deliverables do not extend to any such third party Goods, products or services.

11.2.4 If AIC provides Goods, such as hardware or materials, produced by a third party, or has been engaged by Client to install, implement, integrate, maintain or upgrade a third-party software program, application, service, hardware, component, and/or related material (collectively, "Third Party Products"), Client acknowledges that AIC is not the author, developer, provider or seller of such Third Party Products, but instead has been retained by Client to provide, install, implement, integrate, maintain or upgrade such Third Party Products in Client's current computing environment. As such, Client agrees that AIC will not be liable for any defects, flaws, programming errors, inefficiencies or malfunctions in any such Third Party Products, or for any lack of functionality in or non-performance of the Third Party Products. Client agrees: (a) that its exclusive remedies with respect to any Third Party Products will be against the vendor or provider thereof ("Third Party Supplier"); (b) not to assert against AIC any claim based on or related to Client's use of any Third Party Products; and (c) that its use of any Third Party Products will be governed solely by the terms of Client's license agreement(s) with the Third Party Supplier and/or the terms and conditions mandated by a Third Party Supplier. In the event that any defects, flaws, programming errors, inefficiencies or malfunctions are identified, AIC will, in good faith, work with such Third Party Supplier on the Client's behalf to attempt to resolve the defect, flaw, programming error, inefficiencies or malfunction.

11.2.5 CLIENT ACKNOWLEDGES THAT SERVICES MAY BE AFFECTED BY TRANSMISSION OR CAPACITY LIMITATIONS OF INTERNET OR OTHER TELECOMMUNICATIONS PROVIDERS, AND THAT SUCH LIMITATIONS ARE BEYOND AIC'S CONTROL. AIC SHALL HAVE NO LIABILITY TO CLIENT OR ANY THIRD PARTY FOR CLAIMS THAT ARISE FROM OR ARE RELATED TO SUCH LIMITATIONS.

11.2.6 EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 11.2.1 and 11.2.2, AIC DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND FOR PROJECT SERVICES OR FOR DELIVERABLES, WHETHER SUCH WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE. THE PREDOMINANT PURPOSE OF THIS

AGREEMENT IS THE PROVISION OF IT-RELATED SERVICES TO CLIENT.

11.3 Indemnification Provisions Applicable to Deliverables

11.3.1 AIC will indemnify Client from and against any costs and damages awarded against Client by a court pursuant to a final judgment as a result of any claim by an unaffiliated third party that a Deliverable furnished by AIC and used by Client infringes a copyright, provided that: (a) Client notifies AIC in writing within thirty (30) days of the claim, and (b) AIC has meaningful and timely input with respect to the defense of any such claim and all related settlement negotiations.

11.3.2 AIC shall have no liability for any claim of infringement resulting from: (a) Client's use of a superseded or altered release of some or all of the Deliverables if infringement would have been avoided by the use of a subsequent unaltered release of the Deliverables; or (b) any information, design, specification, instruction, software, data or material not furnished by AIC under this Agreement or an applicable SOW.

11.3.3 If, after receipt of the notice required under Section 11.3.1, AIC concludes some or all of any Deliverable infringes, AIC shall have the option, at its expense: (a) to modify the applicable Deliverable(s) so that they become non-infringing but functionally equivalent; (b) to replace the applicable Deliverable(s) with material that is non-infringing but functionally equivalent; or (c) to obtain for Client the right to use such Deliverables upon commercially reasonable terms to both parties but at no cost to Client. If in the judgment of AIC the foregoing options are not commercially feasible, then AIC may require from Client return of the infringing Deliverable and all rights thereto. Upon return of the infringing Deliverable to AIC, Client may terminate the applicable SOW with twenty (20) days written notice and Client shall be entitled to a refund of two times the fees paid for the infringing Deliverable. This Section 11.3 states the parties' entire liability and exclusive remedy for infringement claims.

11.4 Indemnification Provisions Applicable to Personal Injury

11.4.1 Each party agrees to indemnify and hold harmless the other from and against damages, costs and expenses (including reasonable attorneys' fees) awarded against the other party by a court pursuant to a final judgment as a result of any third party claim of death or bodily injury to such third party or physical damage to real or tangible personal property of such third party, if caused directly and proximately by the negligence or willful misconduct of the other party in connection with the performance of Project Services or the provision of Deliverables hereunder; provided, however, that Client's obligation to indemnify and hold harmless shall only be to the extent allowed by the Missouri Constitution and applicable law.

11.4.2 In the event of any third party claim or action for which a party is entitled to seek indemnification under this Section 11.4, the indemnifying party shall be given prompt written notice and the indemnifying party may, at its option and its expense, elect to assume control of the defense and/or settlement thereof. The indemnified party shall cooperate with the indemnifying party in connection therewith and may, at its own expense, elect to monitor the defense of any such third party claim or action.

11.5 Goods – Risk of Loss; Title and Security Interest

11.5.1 Risk of loss to any Goods sold by AIC under this Agreement shall pass to Client upon delivery to the carrier.

Handwritten: the 11.5.2

~~11.5~~ To secure Client's obligations to AIC under this Agreement, including, without limitation, the purchase price for any Goods and all other obligations arising out of Client's purchase of said Goods, Client grants AIC a purchase money security interest in and to the Goods, every right to the payment of money arising out of or relating to the Goods, and all proceeds of the foregoing, whether now existing or hereafter arising. Client hereby authorizes AIC to file from time to time such financing statements as AIC deems necessary or useful to perfect such security interest. Client represents to AIC that the Goods are not inventory and that the Goods will be located at Client's address set forth above. This Section 11.5.2 shall not apply, however, if Client is a governmental entity or a unit of government.

12. STAFFING SERVICES TERMS AND CONDITIONS

12.1.1 Application of this Section 12

12.1.2 If the Services provided by AIC do not include the provision of Deliverables or the satisfaction of Acceptance Criteria described in a separate SOW, then these Staffing Services Terms and Conditions shall apply, and the Project-Related Terms and Conditions in Section 11 above shall *not* apply.

12.1.3 If these Staffing Services Terms and conditions apply, Client has requested that AIC provide Client with qualified personnel from time to time to supplement Client's work force by providing temporary services in the information and management technology field ("Staffing Services"). Client will submit a signed Statement of Work in the form attached as Exhibit B each time Client requests Staffing Services from AIC.

12.2 Personnel

12.2.1 Client shall retain the right to request removal of any personnel assigned by AIC for Staffing Services whose qualifications in Client's good faith and reasonable judgment do not meet standards established by Client. AIC agrees to use commercially reasonable efforts to provide personnel in accordance with an applicable SOW.

12.2.2 As AIC will supply personnel for Staffing Services for the purpose of supplementing Client's existing work force on a temporary basis, Client will supervise such personnel in performing the agreed-upon duties. Client is solely responsible for obtaining and maintaining computer equipment and facilities that are adequate for its information technology needs and for providing AIC's assigned personnel at no charge with such equipment and facilities as they reasonably need to perform their assigned tasks. Client will make its knowledgeable employees available to AIC and will cooperate with AIC in its rendition of Staffing Services hereunder.

12.3 Warranty and Disclaimer Provisions Applicable to Staffing Services

12.3.1 AIC warrants that all personnel assigned hereunder will fulfill their assigned responsibilities in good faith and in a manner consistent with generally accepted industry practices. Client must report any deficiencies in personnel or the Staffing Services they perform within three (3) business days of the date on which Client becomes (or should become) aware of any such deficiency, in order to receive warranty remedies.

12.3.2 For breach of the above warranty, AIC will, at AIC's sole option, either (i) supply replacement personnel, with no charge to Client for such number of deficient hours of Staffing Services, or (ii) cancel all charges (or refund the fees actually paid to AIC) for the deficient personnel or Staffing Services. **This Section 12.3.2 states Client's exclusive remedy, and AIC's entire liability, for any breach of this Agreement as it pertains to Staffing Services, including but not limited to any breach of the warranty provided in Section 12.3.1.**

12.3.3 AIC will not be liable for damages, expenses or losses incurred by the accidental erasure, damage or destruction of files, data or programs which may occur in the course of providing Staffing Services.

12.3.4 The warranty for Staffing Services stated in this Section 12.3 is exclusive, and no other warranties, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose, shall apply to any such Staffing Services.

12.4 Indemnification Provisions Applicable to Staffing Services

12.4.1 Each party agrees to indemnify and hold harmless the other from and against damages, costs and expenses (including reasonable attorneys' fees) awarded against the other party by a court pursuant to a final judgment as a result of, and defend the other party against, any third party claim of death or bodily injury to such third party or physical damage to real or tangible personal property of such third party, to the extent caused directly and proximately by the negligence or willful misconduct of the other party in connection with the performance of Staffing Services hereunder; provided, however, that Client's obligation to indemnify and hold harmless shall only be to the extent allowed by the Missouri Constitution and applicable law.

12.4.2 In the event of any third party claim or action for which a party is entitled to seek indemnification under this Section 12.4, the indemnifying party shall be given prompt written notice and the indemnifying party may, at its option, elect to assume control of the defense and/or settlement thereof. The indemnified party shall cooperate with the indemnifying party in connection therewith and may, at its own expense, elect to monitor the defense of any such third party claim or action.

13. MISCELLANEOUS TERMS AND CONDITIONS

13.1 For the avoidance of doubt, the provisions of this Section 13 apply to all Services provided by AIC to Client.

13.2 In this Agreement AIC and Client are sometimes individually referred to herein as a "party" or collectively referred to herein as the "parties."

13.3 Neither party will be in default or liable for any noncompliance from causes beyond the reasonable control of the party, including, for example, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems.

13.4 No failure or delay by any party in exercising any of its rights or remedies hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Except as otherwise provided herein, the rights and remedies of the parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided under this Agreement, by law, in equity or otherwise. Client has no right to set off amounts due with respect to one transaction for claims under any other transaction with AIC.

13.5 All provisions of this Agreement that, by their nature and content, should survive the completion, rescission, termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall survive and continue to bind the parties. In addition, any provision of this Agreement which in accordance with its terms is intended to survive the termination of this Agreement, will survive this Agreement.

13.6 AIC and Client are not partners or joint venturers; neither party is the agent, representative or employee of the other party; and nothing in this Agreement will be construed to create any relationship between them other than an independent contractor relationship. AIC's personnel are not and shall not be deemed to be employees of Client. AIC shall be solely responsible for the payment of all compensation to its personnel, including provisions for employment taxes, workers' compensation and any similar taxes associated with employment of AIC's personnel. AIC's personnel shall not be entitled to any benefits paid or made available by Client to its employees. Client acknowledges and agrees that AIC has been retained to act solely as a consultant to Client and not as a fiduciary. Neither party shall have the authority to extend, obligate or bind the other to services or responsibilities other than those specifically agreed upon in writing.

13.7 All notices, consents and other communications required or which may be given under this Agreement will be deemed to have been given (a) when delivered by hand; (b) when received by registered or certified mail, return receipt requested; or (c) when received by the addressee, if sent by facsimile transmission or by nationally recognized overnight courier (receipt requested), in each case addressed to a party at its address set forth at the beginning of this Agreement (or to such other person or address as such party may hereafter designate by notice to the other party hereto) and with respect to AIC, copied to General Counsel, Analysts International Corp., 3601 West 76th Street, Minneapolis, MN 55435.

13.8 With Client's prior written permission, AIC may utilize Client's name in proposals, customer listings and other marketing materials.

13.9 Neither party may assign or otherwise transfer or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party, except (i) either party may, upon written notice to the other party, assign this Agreement or any of its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such party, and/or (ii) Services or parts thereof may be performed by or delegated to subcontractors of AIC provided such delegation or subcontracting has been previously authorized by Client. Any assignment, transfer or delegation in contravention of this paragraph will be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

13.10 If the scope of any provision of this Agreement is too broad to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the scope may be judicially modified to the extent necessary to conform to law. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions hereof in any other jurisdiction.

13.11 This Agreement shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any lawsuit arising from or relating to this Agreement shall only be filed in the Circuit Court of Jackson County, Missouri.

13.12 Each party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.

13.13 No action, claim or proceeding, regardless of form, based on, relating to or arising out of the Services provided under this Agreement, may be brought by either party more than two (2) years after the date of completion of the Services, except that an action for breach of the payment or confidentiality provisions of this Agreement may be brought at any time consistent with the terms of this Agreement and applicable law.

13.14 This Agreement (including its Introduction) together with each SOW, now or hereafter executed, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. No course of dealing, trade customs, other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of AIC, by any of its sales personnel, employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject hereof. Any use of the phrase "this Agreement" will include each SOW (unless such construction is clearly not intended). This Agreement may not be amended or modified, nor may any right or remedy of any party be waived, unless the same is in writing and signed by a duly authorized representative of such party. Any documents that either party may use from time to time for their mutual convenience (such as purchase orders or sales acknowledgment forms) shall be deemed to be solely for administrative convenience and the terms and conditions of this Agreement shall supersede and take precedence over any inconsistent or contradictory terms or conditions which may be contained on any such forms.

13.15 Each party agrees that copies or electronic versions of this document which contain facsimile signatures or signatures delivered by any other electronic means (such as e-mail, PDF, facsimile transmission or other electronic format) shall be deemed the equivalent of, and shall have the same force and effect as, an originally signed document and shall be treated as an original document for all purposes. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which counterparts taken together shall constitute but one and the same instrument.

13.16 Client is exempt from State and local sales taxes. Sites of all transactions derived from this Agreement or the proposal giving rise to this Agreement shall be deemed to have been accomplished within the State of Missouri.

13.17 All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and local safety or environmental codes.

13.18 AIC shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. AIC shall indemnify and hold the Client harmless from any fines or penalties assessed against the Client because of AIC's violation of any of the aforementioned laws.

13.19 No salaried officer or employee of the Client, and no member of the Lee's Summit City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. AIC covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. AIC further covenants that in the performance of this contract no person having such interest shall be employed.

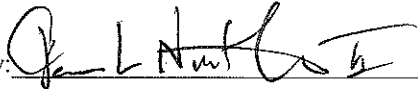
13.20 By submission of its response, AIC certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law.

13.21 Continuance of this Agreement is contingent upon the available funding and allocation of Client funds. AIC understands that the obligation of the Client to pay for goods and services under the contract is limited to payment from available revenues and shall constitute a current expense of the Client and shall not in any way be construed to be a

debt of the Client in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Client nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the Client, and all provisions of the contract shall be construed so as to give effect to such intent. In connection with this Agreement, Client agrees to notify AIC promptly when it appears certain that the necessary funding or authorizations shall not be obtained. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees or expenses for Services rendered and not yet paid.

The foregoing is agreed to and accepted and has been executed by a duly authorized representative of each party on behalf of such party as of the Effective Date set forth above:

Analysts International Corporation ("AIC")

By: 

Name (printed): JAMES L. NORTHERN, II

Title: V. P., PUBLIC SECTOR, STRATEGIC BUSINESS DEVELOPMENT

Date signed: Oct. 27, 2010

City of Lee's Summit ("Client")

By: 

Name (printed): Stephen A. Arbo

Title: City Manager

Date signed: 10/29/10



Analysts International
CORPORATION



city of
Lee's Summit
missouri

City of Lee's Summit

**Project Statement of Work –
Exhibit A**

**Implementation Services for Lawson
Software**

Prepared by:

Analysts International Corporation (AIC)

3601 West 76th Street • Minneapolis, MN 55435

Phone: (952) 835-5900 • Fax: (952) 897-4555

www.analysts.com

October 28, 2010

Table of Contents

1.	Statement of Work	4
2.	Project Background Information	5
3.	Project Scope	6
3.1	Application Landscape and Business Process Scope	6
3.2	Organizational Scope	10
3.3	Geographic Scope	11
3.4	Data Migration and Conversion.....	11
3.5	Development	14
3.6	System Technology	22
3.7	Learning Strategy and Training Scope.....	26
4.	Implementation Approach	32
5.	Implementation Methodology	34
6.	Deliverables	35
6.1	Deliverable Acceptance.....	35
6.2	Deliverable Acceptance Criteria	36
6.3	Project Organization	37
6.4	Project Roles	45
7.	Project Budget	49
7.1	Pricing	49
7.2	Services Fees	49
7.3	Payment Milestones	49
7.4	Milestones, Payment, and Deliverables	50
7.5	Additional Project Services	54
8.	Risk Identification	55
9.	Quality Strategy and Plan	56
10.	Commercial Terms	57
11.	General Project Assumptions	58
12.	Project Change Control Procedure	60
13.	Closing Procedure	62
14.	Appendix A: List of Standard Reports	63
15.	Appendix B: Roles/Responsibilities Descriptions	63
15.1	City Roles and Responsibilities	63
15.2	AIC/Lawson Roles and Responsibilities	65
15.3	Definition of Participation Levels	67
16.	Appendix C: Functional Worksheet	68
17.	Appendix D: Approved Change Orders	69
18.	Appendix E: Glossary of Terms	70

1. Statement of Work

This Project Statement of Work ("SOW") is subject to the terms and conditions contained in the Master Services Agreement ("MSA") between the parties dated October 22, 2010 and 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 ("AIC") proposal. (For the avoidance of doubt, AIC confirms that this SOW includes functional specifications from Section 8.0 System Functionality contained in response to RFP No. 10-013 dated February 8, 2010 from Lawson Software, as set forth on page 68 of this SOW). The specific terms and conditions relating to the Services are described in this SOW.

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 ("AIC")

City of Lee's Summit, Missouri ("Client" or "City")

By: _____

By:  _____

Name
(Printed): James L. Northern, II _____

Name
(Printed): Stephen A. Arbo _____

Title: VP, Public Sector _____

Title: City Manager _____

Date
Signed: _____

Date
Signed: 11/5/10 _____

2. Project Background Information

The City of Lee's Summit ("City" or "Client") is working with Analysts International Corporation ("AIC") on an integrated, Windows-based, Enterprise Resource Planning (ERP) system based on Lawson Software ("Project"). As described in the City of Lee's Summit RFP No. 10-013 for this Project, issued January 11, 2010 ("RFP"), the new system will replace existing AS/400 based Financial/HR/Utility Billing software that has been in place for more than 20 years at the City. Key business drivers for this Project are improvement of access to data, elimination of paper-based processes, reduction in redundancy of data, improvement in timeliness of information, improvement in business processes, adoption of industry recognized best practices, and the achievement of an enterprise-wide technology solution.

3. Project Scope

The estimated effort for the activities described in this section is based on information given to AIC and Lawson by the City of Lee's Summit and on assumptions detailed throughout this SOW. Any additional information may require revision of the level of estimated effort required to complete the activities and is subject to the Project Change Control described in this SOW.

In this SOW, Services or Deliverables not explicitly identified as an AIC or Lawson Learning Services responsibility is outside the scope of this Project. Such items will be negotiated separately through a client approved Project Change Management process.

3.1 Application Landscape and Business Process Scope

The project scope contains the products/associated functions listed below based on the Product Order Form, from the Lawson Sales team.

Lawson S3 Enterprise Financial Management

Accounts Payable:

- Accounts Payable Configuration and Maintenance
- Vendor Maintenance
- Non-PO Invoice Processing
- Accounts Payable Payment Processing
- AP Period and Yearend Close
- Accounts Payable Reporting and Analysis
- Cash Ledger Configuration and Maintenance
- Cash Ledger Processing
- Cash Ledger Reporting and Analysis
- Processing Employee Expenses

Accounts Receivable:

- Accounts Receivable Configuration and Maintenance
- Customer Maintenance
- Accounts Receivable Billing
- Accounts Receivable Processing
- Accounts Receivable Period and Yearend Close
- Accounts Receivable Reporting and Analysis

Asset Management:

- Asset Management Configuration and Maintenance
- Adding and Maintaining Assets
- Asset Management Period and Yearend Close

- Asset Management Reporting and Analysis

General Ledger:

- Attribute Matrix Configuration and Maintenance
- Cost Allocation Configuration and Maintenance
- Cost Allocation Processing
- Flexible Budgeting Processing
- General Ledger Configuration and Maintenance
- Journal Entry Processing
- GL Period and Yearend Close
- General Ledger Reporting and Analysis
- GL Report Writer Configuration and Maintenance

Grant Management:

- Grant Management Configuration and Maintenance
- Lawson Payroll Labor Distribution Processing
- Processing Labor Cost Transfers
- Processing Commitments
- Award Closing
- Grant Management Reporting and Analysis

Invoice Matching:

- Invoice Matching Configuration and Maintenance
- Processing PO Invoices
- Invoice Matching Reporting and Analysis

Multi-book Ledger:

- Multi-book Ledger Configuration and Maintenance
- Multi-book Ledger Processing
- Multi-book Ledger Reporting and Analysis

Project Accounting:

- Project Accounting Configuration and Maintenance
- Project Accounting Budgeting Configuration and Maintenance
- Project Accounting Processing
- Project Accounting Reporting and Analysis

Lawson Budgeting & Planning

LBP

- Financial Budget Configuration
- Workforce Budget configuration
- Excel Export capability
- Approvals Configuration

- Download Data

Lawson S3 Supply Chain Management

Inventory Control:

- Inventory Control Configuration and Maintenance
- Item Maintenance
- Location Maintenance
- Inventory Processing: Item Picking, Delivery, Feedback and Inquiry

Purchase Order:

- Purchase Order Configuration and Maintenance
- Purchase Order Processing: PO Generation, Distribution (e-fax, E-Mail, Regular), Receipt, Returns
- PO Fax Integrator Configuration and Maintenance

Requisitions:

- Requisitions Configuration and Maintenance
- Requisition Processing
- Requisitions Self-Service Configuration and Maintenance
- Requisitions Self-Service Processing: Catalog Content Management (Image Creation, Shopping Lists), Self Service Inquiries, Self service Receiving; Approvals Management (Inbasket configuration, Routing Configuration)

Lawson Business Process Management

- ProcessFlow Integrator
- Design Studio*

Lawson System Foundation

- S3 System Foundation

Lawson Smart Office Suite

- Smart Office*

LBI

Lawson Business Intelligence*

- Report Bursting
- Smart Notifications
- Dashboards for Major functions (i.e. Buyers, AP, Accountants, HR Generalists, etc)
- Crystal Reports for Board Quality output

Lawson Add-ins for Microsoft Office

Lawson Human Resources Suite

Absence Management:

- US - Absence Management Configuration and Maintenance
- Employee Enrollment/Changes/Tracking
- Absence Management Transaction Processing
- Absence Management Reporting and Analysis
- FMLA and leave processing procedures

Benefits:

- Benefits Administration
- US - Benefits Configuration and Maintenance
- US - COBRA Configuration
- Benefit Enrollment & Maintenance

Employee and Manager Self Service:

- Employee Inquiry
- Employee Updates
- Manager Self-Service
- Web Time Entry

Human Resources:

- HR Organization Configuration and Maintenance

Payroll:

- BSI - US: Configuration
- Payroll - US Configuration
- Payroll Maintenance
- Time Record Maintenance
- Payroll Cycle Processing
- Manual/Special Processing
- Payroll Reporting and Analysis

Personnel Administration:

- Position Management Configuration
- Position Budget Configuration
- Position and Job Maintenance
- Requisitions Processing
- Applicant Processing
- Employee Personnel Actions Processing
- Personnel Administration Reporting and Analysis
- Health and Safety Administration
- Training Configuration

- Training Administration

*Business Intelligence, Smart Office, and Design Studio products are for use by the City. The scope of these products includes installation and some limited joint modifications where necessary. The city will be trained on these products, so that they can utilize these products as they deem appropriate.

For all applications listed above, each will be implemented with standard Lawson functionality in the latest generally available Lawson version at the time of delivery. The City intends to implement the Lawson solution using industry standard best practices with no changes to the delivered source code.

The scope of the Project assumes the following:

- One (1) General Ledger organization will be set up.
- One (1) Item Master
- One (1) taxing state included.
- Up to 1,500 employees will be managed with the Lawson Human Resources application. The City issues W-2s and files quarterly 941 forms on behalf of two separate employers.
- Payroll structure for pay and deduction (W2's only).
- Absence Management Plans (vacation/annual leave, sick and holiday, extra leave, and incentive leave).
- Benefits - general health, dental, vision, disability, employee/dependent life, defined benefit/contribution and spending accounts, pre-tax pension, section 457 plans.
- US currency and English language.
- There is a single Project Process Team, and the Business Processes and logic will be the same across the City's organization, i.e., there are not multiple Project Process Teams implementing different business processes across multiple sites. This would impact the time required to define structures, as well as training time, testing time and post go live support.
- Any significant exceptions to these assumptions, if not specifically listed in this document, will be subject to the Project Change Control Procedure described in this SOW.

3.2 Organizational Scope

The following city departments will be served by the Lawson ERP system:

- Police
- Fire
- Public works
- Parks and recreation
- Water and sanitary sewer utilities
- Planning and Development
- Codes Administration
- Landfill
- Animal Control

- City Clerk
- Municipal Court
- General aviation airport
- General administration services: Finance, Human Resources, Purchasing, Legal, Information Technology, Fleet Services, Building Maintenance Services.

3.3 Geographic Scope

All City geographic locations are in the City of Lee’s Summit, Missouri.

3.4 Data Migration and Conversion

“Data Migration and Conversion” refer to efforts associated with the analysis, cleansing, loading, and reconciling of current or historical data from other systems into Lawson systems, whether by manual or programmatic methods. The following sections detail the activities, roles, responsibilities, assumptions, and scope with respect to the data migration and conversion tasks in this Statement of Work.

Data Migration and Conversion Scope

The City and AIC will complete the data conversion activities needed for this project; this effort includes, but is not limited to, data cleansing, data extraction, data mapping, data conversion, data loading, and data validation. The City will have access to Lawson’s conversion manuals and file layouts, and a conversion work session will be conducted to review the Lawson standard conversion programs and conversion process. The Lawson functional consultant will provide limited data mapping support. The data conversion requirements listed in the table below are within the scope of the Project. More detailed information regarding this data to be converted will be identified during Project planning and design.

AIC will provide knowledge transfer on process and tools to support the City with the specific data migration deliverables for which the City is responsible. This knowledge transfer will be accomplished through City resources participating with AIC on the initial data migration and conversions that AIC leads, plus additional educational activities. The City will also have access to Lawson’s conversion manuals and file layouts, and conversion work sessions will be conducted to review the Lawson standard conversion programs and conversion process.

The data conversion requirements listed in the table below are within the scope of the Project.

Data to Convert	Scope of Conversion
Finance - Data from 1986	
General Ledger (including expenditures, revenue, encumbrances and transfers)	
– G/L Balance Sheet Account Balances	Current balances
Budget Master File	N/A

Data to Convert	Scope of Conversion
Budget Transaction File	1 year
Accounts Payable	None
Revenue Management (AR/Billing/Cash Receipts)	3 Years (3600 records)
Customer Master File	. None. Manually enter active records
Cashiering	N/A
Vendor Master File	3 Years Active only
Purchase Orders	None. Manually enter open purchase orders.
Commodity Codes (from another source-Not NWS)	The commodity codes will come from the ERP vendor or some other provider. If from another vendor, then the codes will need to be imported.
Contracts (from access database)	None. Manually enter active contracts.
Human Resources - Data from 1987 (minus yr 2000)	
Employee Master	All Active (1063)
– Current Personal Info	All Active (1063)
– Current Benefit Info	All Active (1063)
– Current Deduction Info	All Active (1063)
– Current Pay Info	All Active (1063)
Benefit Master	No
Deduction Master	No
Earnings History	No
Utility - Data from 1986 (transactions 2000)	
Account Master - determine Active	All Active (35,000 records)
Customer Master - determine Active	All Active (35,000 records)
Transaction History	1 Year
Meter History	1 Year
Consumption History	1 Year
Bad Debt Register	All
Bank Drafting	All

Data Migration and Conversion Activities

Data Migration and Conversions is a joint effort between the City and AIC with responsibilities as identified in the following table. AIC will lead and advise with data conversion activities as described in the table below. Any additional effort the City may require from AIC to execute the data conversion will be subject to the Project Change Control Procedure described in this SOW.

Key Data Conversion Activities	AIC Responsible Conversions (5 -10)		Other Data Conversions	
	AIC	City	AIC	City
Verify and confirm data conversion scope including files and amount of historical data to be converted.	Primary	Primary	Primary	Primary
Create a field level map of all items to be converted. (Current location and format and future location and format. Listing of any table validated values in Lawson) – Data Conversion Map Deliverable	Primary	Review and Approve	Primary	Review and Approve
Provide data extraction format to City	Primary	Review and Approve	Primary	Review and Approve
Extract data from legacy systems and provide to AIC	Review and Approve	Primary	Review and Approve	Primary
Define data validation test plans	Primary	Review and approve	Support	Primary
Write data conversion validation scripts and routines necessary to convert City raw data into Lawson data format	Primary	Review, Test and Approve	Support	Primary
Provide necessary crosswalks to allow data conversion to occur	Lead	Primary	Support	Primary
Provide initial quality control on data that is converted into Lawson (e.g., control totals, counts)	Primary	Review and Approve	Support	Primary
Test and validate data after it is converted into the new system	Support	Primary	Support	Primary
Fix conversion errors and re-run data conversion routines and validation scripts as necessary	Primary	Review and Approve	Support	Primary
Execute the final conversion into the live system prior to go-live	Primary	Review and Approve	Support	Primary
Review final conversion for accuracy of data conversion	Support	Primary	Support	Primary

Work Effort

AIC will work with the City to define, develop, test, and perform the required conversion as described in this SOW. AIC has estimated the amount of effort and distribution of hours based on the existing list of data to convert. This total will be changed based on final requirements.

	Description	Estimated Hours
AIC	AIC will provide process and technical leadership for defining, building, testing, and converting required data. AIC will perform some of the conversions and will assist the City with performing some of the conversions, as described in this SOW.	440 hours
City	AIC will provide training to the City team members on the tools and approaches for developing interfaces, and the City will be responsible for delivering a number of the interfaces with AIC assistance.	500 – 800 hours
Total Estimated Team Effort		940 – 1240 hours

Data Migration and Conversion Additional Assumptions

- Lawson standard API’s will be used to load data.
- Code promotion and deployment between environments/product lines is the responsibility of City’s system administrators and will be performed in a timely manner as agreed during project planning.
- Errors identified to be caused by the conversion routine are the responsibility of the party, the City or AIC, responsible for that conversion routine.
- The City is responsible for reviewing and correcting errors in the data reported by validated conversion routines.
- AIC is responsible for validating any conversion routines that it creates on behalf of the city to ensure the routine is working appropriately.
- Where the conversion method is manual, the City is responsible for performing the data entry.
- The City is responsible for validating the accuracy of all converted and integrated data, and will be responsible for review and approval for data validation efforts associated with testing.

3.5 Development

“Development” requires the involvement of skilled resources familiar with Lawson’s Application Development or Business Process Management Tools. Development activities comprise building customizations, interfaces, reports, workflows, alerts, and providing other customized access to Lawson application data.

Software Development Scope

There is no software development effort included in this SOW. Software development is defined as developing an application or new module outside of Lawson. This does not include normal implementation activities such as workflow, interfaces, and customizations associated with matching and delivering the functional requirements currently in scope (Appendix C). Any development identified during the Project will be scoped at that time and will be subject to the Project Change Control Procedure described in this SOW.

Customizations Scope

“Customizations” refer to the personalization of delivered Lawson objects or the creation of new objects using the Lawson Application Development Tools. Customizations may include, but are not limited to the following.

- Presentation – Changing Delivered Screen Layouts or Adding New Screens
- Business Logic - Personalize Delivered Business Logic or Creating New Business Logic
- Portal – Building Web Based Composite Applications
- Forms – Personalizing Standard Lawson Forms (Invoices, Checks) or Creating New Forms

No additional customizations have been identified as in scope, as defined by the attached and referenced functional matrix (Appendix C) or that are defined as software development. Normal implementation configuration, modifications and technical changes are within scope to meet the functional requirements as defined by the functional requirements matrix attached to this SOW. Any custom programs identified during the Project will be scoped at that time and may be subject to the Project Change Control Procedure described in this SOW unless they are deemed mandatory in order to meet the functional requirements as originally provided in the RFP. While it is normal to have some customizations as part of an implementation project, it is highly recommended to implement the Lawson software with as few customizations as possible. Unless significant functionality gaps were identified during the software evaluation, it is recommended that functionality gaps be addressed through business process changes and/or utilizing software configuration during the Prototyping phase of the implementation. If the gap cannot be met through those means, then customizations/development should be used as a last resort.

Interfaces Scope

“Interfaces” refer to those objects that allow data to periodically move either in to or out of the Lawson applications. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency that data is exchanged and the method by which data is exchanged.

Required interfaces to other applications will be defined during the planning phase and developed jointly by AIC and the City. Specific interfaces will be identified, categorized, and prioritized during system design. AIC will lead the definition, development, testing, and deployment for the equivalent of ten (10) medium complexity interfaces (See Interface Complexity Assumptions below). These ten will be divided into two groups of five (5) and referred to as Interface Group 1 and Interface Group 2. The actual number of interfaces led by AIC may be higher based on actual complexity. The remaining set of interfaces that are determined critical to be completed prior to system “go-live” will be referred to as Interface Group 3, and will be led by the City with training and support provided by AIC

AIC will provide knowledge transfer on process and tools to support the City with the specific interface deliverables for which the City is responsible. This knowledge transfer will be accomplished through City

resources participating with AIC on the initial interfaces that AIC leads, plus additional educational activities, listed in the “Learning Strategy and Training Services”, section 3.7 of this document.

During the planning and design process, additional Groupings may be created as necessary to help segment work effort and hours required to complete the required interfaces.

Interface Complexity Assumptions:

- **Low.** Batch method with a one-to-one relationship between legacy system and Lawson tables. Field mapping is fairly straightforward with little or no data translation required. Standard Lawson methods are available to facilitate the data import. Approximately 40 hours per interface.
- **Medium.** The interface may involve the batch method with a one-to-many or many-to-one relationship between the legacy system and Lawson tables. Some complexities exist with respect to field mapping and data translation. Standard Lawson objects are available to facilitate the data import or minimal custom programming is required. Approximately 80 to 100 hours per interface.
- **High.** Method may be batch or real time. Many-to-many relationship between legacy system and Lawson tables. Very complex field mapping and data translation required. Standard Lawson methods are not available to facilitate the data import requiring complex custom programming. Excess of 120 hours.

The interface requirements listed in the table below identified as “YES” in the “Interfaced Today” column are the responsibility of AIC and are within the scope of the Project. More detailed information regarding these interfaces will be identified during Project planning and design.



Interface Requirements	City Owned	Interfaced Today	Real-Time	To	From	Notes
Accounts Payable						
Utility billing solution will need to submit refund payment requests. (Refund batches are sent to Lawson. Once check is issued, check number and date is sent back to Advanced Utilities)		Yes	Batch	X	X	
Amazon (Ambulance Billing System) will need to submit refund payment request.	Yes		Batch	X		
CityView will need to submit refund payment requests	Yes		Batch	X		
Courts (Incode) will need to submit refund payment requests	Yes		Batch	X		
RecTrac will need to submit refund payment requests	Yes		Batch	X		
Wasteworks will need to submit refund payment requests	Yes		Batch	X		
Chameleon (Animal Control) will need to submit refund payment requests	Yes		Batch	X		
Payroll/Benefits will need to submit requests for a variety of payroll withholding payments.		Yes	Batch	X		Taxes, garnishments, payments to courts, benefit providers, etc
Fleet Management system will need to get vendor information and submit requests for payment. (Journaling process that updates the inventory account as items are received and then charges labor, parts and materials as work orders are generated)			Batch	X	X	Unknown need. Fleet Management system is RTA.
UMB Bank interface to pass check issuance information		Yes	Standard	X	X	Positive Pay. Standard Lawson batch.
UMB Bank interface to download bank reconciliation information			Standard		X	Standard Lawson batch.
UMB Bank for Auto deposit interface			Standard		X	EFT Vendor Payments. Standard Lawson batch.
Temporary interface for the transfer of payroll withholding payments from NWS payroll system to Lawson AP.			Batch	X		

Interface Requirements	City Owned	Interfaced Today	Real-Time	To	From	Notes
Miscellaneous Receivables						
Teleworks (utility payments) need to interface to receivables.		Yes	Batch	X		This is an Advanced Utilities interface.
CityView will need to interface to Cash Receipts			Batch	X		Payment recorded in CityView and journal entry sent to Lawson
Courts (Incode) will need to interface to Cash Receipts			Batch	X		
RecTrac will need to interface to Cash Receipts			Batch	X		
Wasteworks will need to interface to Cash Receipts			Batch	X		
Chameleon (Animal Control) will need to interface to Cash Receipts			Batch	X		
Amazon (Ambulance Billing system) will need to interface to Cash Receipts			Batch	X		
FBO Manager (Airplane Fuel Billing) will need to interface to Cash Receipts			Batch	X		
General Ledger						
Utility Billing solution will need to book revenue, receivables, deposits and credits as part of processing billing, payments and adjustments.		Yes	Batch	X	X	
Cashier for Windows (SII) will need to book revenue and validate revenue accounts. Comment - This is current but we will be considering ERP for new cashiering system		Yes	Batch	X	X	Three connections required 1. View from SII into Lawson to see what is owed; 2. SII to Lawson on payment; 3. SII to Lawson to update payment status.
Lockbox and EDI		Yes		X		Advanced Utility Interface
Fleet management solution will need to validate account codes and process intra-department charges for equipment replacement fund, work order cost recovery.				X	X	Need to conduct some additional investigations into this interface.

Interface Requirements	City Owned	Interfaced Today	Real-Time	To	From	Notes
Interface solution for legacy NWS payroll and utility charges to General Ledger.			Batch	X	X	
Other Interface Needs						
The ITRON Meter Reading system will need to interface to the utility billing system.		Yes		X	X	Advanced
Interface Advanced Utilities work order and meter maintenance functionality into the CityWorks work order management and inventory system.				X	X	Advanced
The utility billing systems customer balances and usage information need to interface to the Teleworks IVR/IWR system.		Yes		X		Advanced
Payroll processing requires interface files to be sent to UMB Bank for auto deposit. In addition, it will need to interface to Missouri Public Employees Retirement system, IRS for W2 and Quarterly Reports and EEO-4.			Standard	X		
Interface SIRE document management system to Lawson and Advanced Utility to store all attached, scanned, imaged, printed documents from within Lawson.		Yes		X	X	Storage of documents printed from Lawson (PO, AP Checks, Invoices). Storage of scanned invoices into both Lawson and SIRE. Storage of documents that are attached to a Lawson transaction within SIRE.

*To = Interface to the ERP system from the listed application / sub-system. From = Interface from the ERP system to the listed application / sub-system

Interface Activities

Interface development is a joint effort between the City and AIC with responsibilities as identified in the following table. AIC will lead and advise with interface activities as described in the table below. Any additional effort the City may require from AIC to execute the interfaces will be subject to the Project Change Control Procedure described in this SOW.

Interface Development Activities	AIC Interface Groups 1 & 2 (10)		Interface Group 3	
	AIC	City	AIC	City
Verify Interface requirements including, but not limited frequency, data volumes, legacy extraction methods, data translations, and transport mode	Primary	Primary	Primary	Primary
Non-Lawson system data Extraction/load	Review and Approve	Primary	Review and Approve	Primary
Provide necessary crosswalks to support data mapping requirements	Lead	Primary	Review and Approve	Primary
Write interface routines to apply mapping rules, and extract/load data from/to the Lawson system	Primary	Review, Test and Approve	Support	Primary
Implement data transport (e.g., FTP) as determined in interface requirements definition	Primary	Primary	Support	Primary
Initial tests of interface functionality with break/fix retests	Primary	Review and Approve	Support	Primary
Test and validate data once loaded into the new system	Support	Primary	Support	Primary

Work Effort

AIC will work jointly with the City to define, develop, test, and implement the required interfaces. AIC has estimated the amount of effort and distribution of hours based on the existing list of interfaces required. Some of these interfaces may be handled manually via tools such as Lawson's Microsoft Office Add-ins, which provide a method of transferring/uploading any data that can be entered into Microsoft Excel. This total will change based on final requirements.

	Description	Estimated Hours
AIC	AIC will provide process and technical leadership for defining, building, testing, and implementing interfaces. AIC will build the equivalent of ten (10) medium interfaces and will assist the City with building the remaining interfaces described in this SOW.	800 hours

	Description	Estimated Hours
City	AIC will provide training to the City team members on the tools and approaches for developing interfaces, and the City will be responsible for delivering a number of the interfaces with AIC assistance.	500 – 900 hours
Total Estimated Team Effort		1300 – 1700 hours

Reports

The scope of this SOW includes Standard reports listed in the “List of Standard Reports”, Section 14.

Note: Business Intelligence, Smart Office, and Design Studio products are for use by the City. The scope of this SOW includes installation and some joint modifications within the Lawson software where necessary. The city will be trained on these products, so that they can utilize these products, as they deem appropriate.

Workflows

This section covers development work related to business data distribution and process management.

Workflow Scope

Four (4) medium complexity workflows will be delivered to the City. Specific workflows will be identified and finalized during system design phase, with the complexity of the specific workflow evaluated at that time. AIC will provide 160 hours of work effort to complete these tasks. Complexity Assumptions for Workflows are defined as follows:

- **Low.** The business process is based upon a single table and limited data elements or a single event. Presentation of relevant information does not require translation. Additionally the activation of a delivered Lawson Workflow. Approximately 16 hours per workflow.
- **Medium.** The data or business process is based upon multiple tables or multi-step events within a single business process. The business process is somewhat complex and may be iterative. Presentation of relevant information requires some translation. Approximately 40 hours per workflow.
- **High.** The data or business process crosses functional boundaries or spans multiple systems. Business processes involve multiple departments or are very complex. Presentation of relevant information requires substantial translation. In excess of 60 hours per workflow.

Workflows for which AIC is responsible

Activity	Resources	Description
Define Business requirements	Lead: City Assist: AIC	A document detailing workflow requirements. Key Assumption: AIC will participate and provide input.
Develop Functional and	Lead: AIC	A document describing the workflows to be developed by

Activity	Resources	Description
Technical Specification requirements	Assist: City	the City and AIC. Key Assumption: City will participate and provide input.
Develop workflows	Lead: AIC Assist: City	Workflows will be developed by the City and AIC based on agreed upon business requirements and functional and technical specifications. Key Assumption: Effort to be split equally between the City and AIC.
Unit Test	Lead: AIC Assist: City	Workflows are unit tested to validate timing and accuracy. Key Assumption: Effort to be split equally between the City and AIC.
Create schedule for executing imports/export	Lead: AIC Assist: City	A schedule is defined to automate the execution of reports and workflows on a City-defined frequency.
System Test	Lead: City Assist: AIC	Workflows are system tested to validate timing and accuracy. Key Assumption: Effort to be split equally between the City and AIC.

3.6 System Technology

“System Technology” includes Technical Architecture Planning, Installation, System Administration, Security, and Performance and Scalability.

System Technology Assumptions

- The City will preload the Operating System and the Lawson supported database, establish network connectivity and ensure that the web server is operational prior to installation.
- The City’s designated technical staff will attend Lawson System Foundation training for System Administrators and Database Analysts prior to installation.
- The City will have technical staff available during installation for assistance and knowledge transfer.
- Trained technical team members will be available to assist in supporting and maintaining all aspects of the hardware and software maintenance during the Project (i.e. backups, security and sign on set up, etc).
- The City shall complete the pre-installation checklist prior to consultant visit.
- The City shall complete a Lawson provided Server Sizing questionnaire before purchasing hardware.
- The City will participate in a pre-install conference call.

- The City may elect to have incremental hardware installed as the Project progresses and as needed. The City is responsible for the installation and maintenance of hardware. The City acknowledges that additional AIC technical resources may be required at an additional cost to the City.
- The City's servers will contain enough disk space and memory to perform the implementation as indicated by the Lawson supplied sizing recommendation for the City.
- Third party software will be installed to minimum requirements prior to having any AIC technical services rendered, unless otherwise contracted with AIC.
- The City is responsible for the administration of the LAN and WAN.
- All implementation costs are based on an implementation of the Lawson Products listed in Section 3.1. Major version upgrades required to the release of the Lawson products would be considered a change in scope and would need to be approved through the Project Change Control Procedure.
- Any hardware vendor(s) are fully responsible for all commitments in their proposals.
- The City is responsible for all work and associated costs relating to the installation of all hardware (such as servers and desktop computers), networking requirements, and the installation of all required third party software not delivered by Lawson.
- Unless otherwise stated in this SOW, AIC will assist in the configuration of the Lawson system to support Lawson approved 3rd party vendors, including MHC and BSI Tax Factory. The cost of any other non-approved Lawson third party products is not included in the SOW.
- The City is responsible for ensuring that outsourcing or hardware procurement is in place consistent with the implementation schedule.
- The City is responsible for securing the hardware necessary for the installation of all Lawson products. The City is responsible for the hardware specifications required to satisfy the City's processing needs that should be acquired based on assistance and recommendations supplied by the City's hardware vendor and sizing document.
- The City is responsible for validating all test results and data during all test phases.

Technical Architecture Planning Scope

"Technical Architecture Planning" refers to the activities performed in order to design the technical architecture and develop the technology implementation plan. The following activities are in scope for the Project described in this SOW:

Activity	Resources	Description
Network Architecture	Lead: City	Design considerations for providing a network device infrastructure to support communication within the enterprise
Security Architecture	Lead: AIC Assist: City	Security strategy covering security zoning, policies, and procedures
Management Architecture	Lead: City Assist: AIC	The guiding principles for the management and operations of the infrastructure
Storage Architecture	Lead: City	Architectural choices for the consolidation and/or centralization of storage within the enterprise
Application Infrastructure Architecture	Lead: City Assist: AIC	Architectural enhancement of a technology architecture to support application deployment

Technical Architecture Planning Assumption

Qualified City staff members will be available to work with AIC in completing the architectural planning.

Installation

The following installation activities for Lawson environment and business applications are within the scope of the Project described in this SOW.

Activity	Responsible	Description
Infrastructure	Lead: City	Key Assumption: LAN/WAN/ data center/SAN
Development and Production Servers	Lead: City	OS and DB installed and functional. Key Assumption: System architecture defined and hardware staged.
Lawson Core Install	Lead: AIC	Core Products are those listed in Section 3.1. Key Assumption: 3 environments and 3 business applications.
Lawson LBP Install	Lead: AIC	Key Assumption: 1 instance.
Lawson LBI Install	Lead: AIC	Instances to support Core Financials, Procurement, HCM suites, and Lawson Budgeting & Planning. Key Assumption: 2 instances.

Installation Assumptions

- Lawson-supported Operating System is installed and running.
- Network connectivity is established with X-Windows connectivity.
- If not using Tivoli Directory Server as your LDAP product, the City will install or have available the Microsoft ADAM product for use with the Lawson Products.
- Installation will include a basic LDAP bind to a single LDAP repository as required for Lawson SmartOffice.
- The City has sufficient experience with IBM's Websphere application.
- The City's technical staff is available to work with the AIC resources.

- An implementation planning session and pre-install checklist have been completed.
- The City will install the RDBMS and create at least 5 schemas.
- Installation does not account for High Availability or Clustered Installations. If required, additional services will be subject to the Project Change Control Procedure.
- The City has appropriate Servers and configuration ready for all install activities.

System Administration

“System Administration” refers to the activities required to administer and maintain the Lawson technical environment. All system administration activities for the Project described in this SOW are the responsibility of the City. System Administration activities include but are not limited to: environment and application product line management/maintenance, patching, output management, user security and administration, operations support, and help desk support. AIC will provide 160 hours of support to assist in these tasks, and the estimated work effort for City resources is 10 hours per week.

Security

“Security” is the use of software, hardware, and procedural methods to protect applications from external threats and enforce internal data access policies.

Security Scope

Network, Server and Firewall related security activities will be the responsibility of the City Network Infrastructure and Server teams. Application and user security will be the responsibility of the City.

Security Activities

The City intends to implement role-based security. Lawson has included security training as specified in this SOW. AIC application consultants will provide up to 16 hours per suite, which includes the suites that are planned for implementation to assist the City in the design of a prototype security role. The suites include Finance, Procurement, HR/Payroll and Lawson Budget and Planning (LBP). AIC can provide additional support services to implement role-based security through the Project Change Control Procedure described in this SOW.

Activity	Responsibility	Description
Training	City	Lawson Security Administration, 9.0. Key Assumption: Security Administrators will attend the four-day Lawson Security Administration course.
Requirements and Design	Lead: City Assist: AIC	Job roles and tasks are identified, with the necessary rules assigned for proper separation of job duties and data security, while taking advantage of best practices, and existing security templates. Key Assumption: Consulting assistance will be provided to direct the City in the process of performing the security design activities.

Activity	Responsibility	Description
Configuration	City	Utilizing the Lawson security administration tools to implement the security rules identified in the security-modeling phase. Key Assumption: Security Administrator(s) will have attended the Lawson Security Administration course.
Testing	City	Unit and System testing of the application within the context of the security model. Test scripts will be developed by the City for use in user acceptance testing of security.
Maintenance	City	Ongoing User and Security Maintenance.

Performance and Scalability Assumption

The City will be responsible for the purchase of hardware, to assure performance and scalability of the solution.

3.7 Learning Strategy and Training Scope

The following describes several learning offerings available from Lawson. Specific courses associated with each option and included within the scope of this SOW are listed in this section.

Learning Scope	Responsibility	Key additional Assumptions
Functional Application training for City Process owners: Public and Private.	Lawson	Training for City Project Team members up to twelve (12) attendees at the City's training location.
Technical Training for IT resource(s) – Core	Lawson	Training for two (2) City system administrators and/or other technical resources.
Training for the City's Key Users and End Users	City	End user and self-service training.

Additional detail regarding course offering, including number of students per class, and tentative dates can be found in the attached file, "City of Lee's Summit Lawson Learning Recommendations"



City of Lee's-Summit
Lawson Learning Reco

Lawson On-Line Learning Suite

Course listings and course content are provided in the following attachments:



Standard Courses developed by Lawson Learning - Public Training

Lawson has scoped for two (2) City systems administrator and/or technical staff to attend the following Lawson Public Training classes:

Training	Class Objective	Target Audience	Delivery Location	# of Days	# of Hours
Functional Training – Finance					
General Ledger	Covers General Ledger setup review, journal entry processing and period close	Financial Leads, GL SME & Business Process Owners	Customer Site	3	24
Implement Grant Management	Covers grant management implementation planning, setup, configuration, and processing.	Financial Leads, GM SMEs & Business Process Owners	Customer Site	4	32
Project Accounting	Covers how to use Project Accounting to collect data related to jobs, tasks, and projects.	Financial Leads & Business Process Owners	Customer Site	4	32
Billing	Covers invoice life cycle beginning with invoice inception (entry or interface) and ending with the transfer of the invoice to the Accounts Receivable system for payment	Financial Leads, Billing SMEs & Business Process Owners	Customer Site	1	8
Billing and Revenue Management	Covers billing to customers and recognizing revenue directly from the Lawson Project and Activity Accounting application	Financial Leads, Billing SMEs & Business Process Owners	Customer Site	4	32
Accounts Receivable	Covers cash entry and application, electronic funds transfer, deduction reporting, tax processing, cashbook, currency exchange, and credit management.	Financial Leads, AR SMEs & Business Process Owners	Customer Site	2	16
Implement	Cover implementation plans, set	Financial Leads	Customer	3	24

Training	Class Objective	Target Audience	Delivery Location	# of Days	# of Hours
Budgeting and Planning	up and configure the application, and import/export data between the application and Lawson back-office applications	and & Business Process Owners	Site		
Asset Management	Covers system setup, asset additions, adjustments, transfers, disposals, depreciation, as well as additional Asset Management features	Financial Leads, AM SMEs & Business Process Owners	Customer Site	3	24
Functional Training – Procurement					
Accounts Payable Processing & Inquiries	Teaches processing and information access methods.	Procurement Leads, AP SMEs & Business Process Owners	vLab	2	16
Accounts Payable Setup & Maintenance	Teaches the setup and maintenance processes for the Lawson Accounts Payable application.	Procurement Leads, AP SMEs & Business Process Owners	vLab	2	16
Invoice Matching	Covers how to set up the Invoice Matching application to meet company and vendor needs	Procurement Leads & Business Process Owners	vLab	2	16
Requisitions	Covers all phases of the Requisitions system, including requisition creation, approval, processing, and management	Procurement Leads & Business Process Owners	vLab	1	8
Requisitions Self Service (2 students)	Covers the major features and setup options of Requisition Self-Service, plus gain hands-on shopping experience through course exercises	Procurement Lead & Business Process Owner	vLab		2
Purchase Order	Covers how to set up the Purchase Order application to meet company needs	Procurement Leads, Purchasing SMEs & Business Process Owners	vLab	3	24
Inventory Control	Covers the key setup components and processing	Procurement Leads, Inventory	vLab	2	16

Training	Class Objective	Target Audience	Delivery Location	# of Days	# of Hours
	functionality of the Inventory Control application	SMEs & Business Process Owners			
Smart Reconciliation	Covers the key components required to reconcile invoices in the Smart Reconciliation product	Procurement Leads & Business Process Owners	Web Based		
Technical Courses					
Lawson System Foundation & Admin (2 students)	Covers how to effectively implement and maintain Lawson on a Windows, UNIX or System i platform	Lawson System Administrators	Lawson Learning Facility	5	40
Lawson Database Administration (2 students)	Covers the initial set-up, implementation, and on-going technical management of the Lawson product suite(s), and their connectivity to the Microsoft SQL Server 2005 Relational Database Management System	Lawson DBA Administrators	Lawson Learning Facility	2	16
Lawson Security Administration (2 students)	Covers the new role-based, rule-based object-oriented security system in Lawson Security 9.0	Security Leads	Lawson Learning Facility	4	32
Introduction to LDAP Admin for Lawson (2 students)	Covers the best practices for configuring and backing up Lawson business data	Lawson Data Administrators	vLab	1	8
Lawson Smart Office S3 Administration	This 1-day virtual lab explores the administrative tasks required to support Lawson Smart Office for S3 applications.	Project Team Leads and Power End-Users	vLab	1	8
Lawson Business Intelligence Training Classes					
LBI Foundations (2 students)	Covers how to develop reporting, notification, and dashboard solutions to meet business needs	Business Analysts and Project Leads	Lawson Learning Facility	4	32
LBI Admin (2 students)	Covers how to administer the Lawson Business Intelligence solution	LBI System Administrator	Lawson Learning Facility	2	16
Crystal Reports (2 students)	Covers how to build and format reports in Crystal Reports XI	Report Writers	Lawson Learning	5	40

Training	Class Objective	Target Audience	Delivery Location	# of Days	# of Hours
			Facility		
Introduction to Query Wizard (2 students)	Covers how to use the Query Wizard interface within Microsoft Excel to create simple customized reports	Process Owners and Key SME Leads	vLab		3
Introduction to Upload Wizard (2 students)	Covers the typical business needs the product meets and compares this tool with other options for entering data into Lawson	Process Owners and Key SME Leads	vLab		3
Lawson Development Tools Training Classes					
Using the Lawson Design Studio, 9.0	Using the Lawson Design Studio 9.0 is a 3-day vLab that describes the Design Studio tool, a browser-based drag-and-drop graphical development environment used to customize or enhance Lawson applications. Attendees learn about to use the tool and gains experience through hands-on exercises.	Business Analysts and Programmers	vLab	3	24
Process Flow Standard (2 students)	Attendees will gain hands-on experience in building flows using the ProcessFlow Designer tool	Business Analyst and Programmers	Lawson Learning Facility	3	24
Process Flow Integrator (2 students)	Covers how ProcessFlow fits within the Lawson System Foundation 9.0 Architecture as well as an overview of ProcessFlow servers and BPM application	Business Analyst and Programmers	Lawson Learning Facility	2	16
Required Complementary Tools for Training - OnLine Learning Service					
Online Learning Service 1 Year Subscription Unlimited Users	Consists of the OnDemand Collection, General Simulation Collection, and Interactive Webcast Collection	All Lawson Users	Web Based		
Functional Training – HCM/Payroll					
HR Structure	Covers the basic setup components that govern initial implementation planning.	HR Leads, SMEs & Business Process	Customer Site	3	24

Training	Class Objective	Target Audience	Delivery Location	# of Days	# of Hours
		Owners			
Personnel Administration	Covers the functionality of the Personnel Administration application	HR Leads, Personnel SMEs & Business Process Owners	Customer Site	3	24
Benefits Processing	Covers the definition of flex and benefit plans, automation rules to improve processing efficiency, and employee enrollment and maintenance	HR Leads, Benefits SMEs & Business Process Owners	Customer Site	2	16
Absence Management	Covers how configure and manage time-off policies, such as vacation, illness, and FMLA	HR Leads, SMEs & Business Process Owners	Customer Site	3	24
Payroll Processing	Covers how to effectively process payroll cycles for employees working in U.S., including troubleshooting payroll cycle issues, entering manual adjustments and payments, balancing, and regulatory reporting	HR Leads, Payroll SMEs & Business Process Owners	Customer Site	3	24
Implementing Employee & Manager Self Service	Covers the key concepts and procedures for successful implementation and maintenance of Employee and Manager Self-Service	HR Leads, SMEs & Business Process Owners	Customer Site	1	8

- Notes:
 - Lawson has assumed two (2) attendees for technical training courses at a Lawson Learning Facility.
 - For City on-site training, Lawson requires a dedicated training-room environment; Lawson will provide a list of room requirements as appropriate.

4. Implementation Approach

The staging of this Project will follow a two-phased approach. The approach will be determined based on the availability of City resources to work on this Project and other analysis and requirements gathered during the development of this SOW. The results of this resource scheduling will allow AIC and the City to jointly build the detailed schedule and work plan, incorporating major milestones and critical touch points for the Advanced Utilities project.

The current project work plan estimate includes a high-level breakdown of the activities that will assist the city in achieving the goal of a successful implementation. The scope can be accomplished in 18 months. The scheduled start is November 29, 2010. This SOW is the basic beginning step to determining the project calendar. This schedule is, however, subject to changes based on additional tasks that may be added, or the availability of city resources associated with this project. As part of this SOW process, the City will need to identify the City's project team members and the amount of time these team members will be able to commit to this implementation; this is a critical factor in AIC's and the City's ability to complete the project in the timeframe requested.

Key Assumptions:

- The schedule is based upon timely advice from all parties associated with this project and decisions made by the City. Any delays by any party can impact the schedule and budget for the project.
- The City has assigned a full time project manager.
- The City's Project team members do not change.
- The City has no competing projects that may divert resources.
- A 4-day, 10 hours per day, weekly work schedule has been assumed for AIC consultants. In every case, the interests of the City and the Project will be considered when making the final decisions regarding Project work schedules. This work schedule will provide the City with an opportunity to follow up on issues related to their normal job duties on the day that Project activities are not scheduled, but does not preclude City resources from working on implementation activities.
- In order to meet the scheduled dates for the Project deliverables, AIC and City personnel may be required to perform work outside of normal business hours.

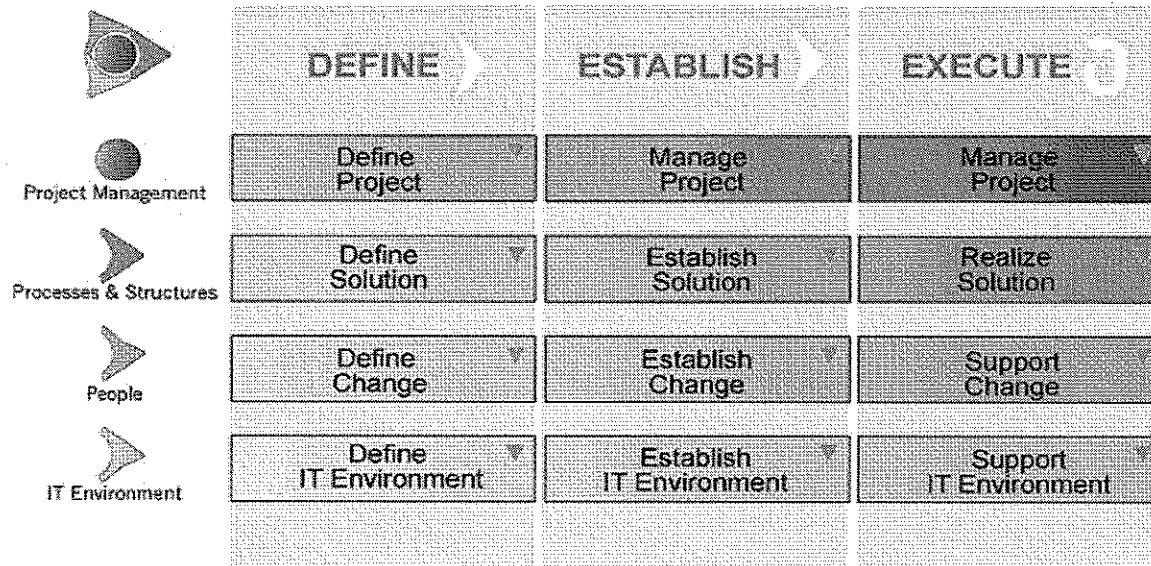
Go-Live Support Scope

"Go Live Support" is all work required to execute the go-live and post go-live support for the period of time described below. 'Go Live' is defined as the first time an application is available to process a transaction for live production purposes.

- One hundred eighty (180) hours has been allocated for Go Live Support.
- AIC and the City will develop a post Go-Live schedule against the first period events.
- A punch-out list will be identified by the City and AIC for items not completed prior to go-live that are part of the original scope and necessary for final acceptance.

5. Implementation Methodology

AIC will follow the Lawson StepWise methodology for this Project. This formal methodology is structured into the following phases:



- The objective of the **Define** phase is to describe the solution to be implemented and delineate what the project will contain. Our approach for this project starts with the Establish Phase; the activities of the Define phase are completed during the SOW process.
- The objective of the **Establish** phase is to deliver a solution that has been tested by the City. This includes agreed upon interfaces to internal and external systems, documents, reports, and City enhancements (if any). During this phase, the project team builds and refines the solution using a structured, iterative process. Project members are oriented and trained to use the software. Hardware and software is installed, and training and support is provided to the City's IT staff.
- The objective of the **Execute** phase is to prepare the solution and the City for go-live. During this phase, training for end users is provided. The project is considered closed when AIC has fulfilled its contractual obligations as defined in this SOW. At the conclusion of the project, the AIC Project Manager will transition the City to AIC's support organization for consistency and continuous improvement of the implemented solution.

6. Deliverables

Deliverables for this project are listed in this SOW under Milestones, Payment, and Deliverables.

6.1 Deliverable Acceptance

Upon completion of a deliverable, the City shall have the right to review the Deliverables to be provided by AIC to the City under this SOW, pursuant to the methodology set forth in this Section.

Following AIC's notification to the City that AIC has completed a Deliverable identified in this Statement of Work, the City shall have a period of ten (10) business days or as mutually agreed upon by both parties from such notification (the "Acceptance Period") to determine whether such Deliverable conforms to the applicable documentation as described in the Statement of Work (the "Acceptance Criteria"). If the City's Project Manager has not notified AIC within a ten (10) business day period, then AIC's Project Manager will provide the City's Project Manager with an additional notice requesting approval of the Deliverable. The City will have an additional five (5) business day period to provide AIC with notice of its acceptance or rejection of such Deliverable. If the City fails to provide written notice of any deficiencies within the five (5) day period, AIC will provide the City with an additional notice specifying reasonable additional costs that will be required due to the City's delay in providing the notice.

If the Deliverable does not conform to the Acceptance Criteria, the City's Project Manager shall, within the Acceptance Period, give AIC's Project Manager written notice that specifies the deficiencies in detail. AIC shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, AIC shall resubmit the Deliverable for the City's review and testing as set forth above. This process may be conducted no more than two (2) times. If acceptance of a Deliverable has not occurred after two (2) attempts, the parties will create a mutually acceptable plan to address.

Upon accepting any deliverable submitted by AIC or the "Implementation Team", the City's Project Manager shall provide AIC's Project Manager with written acceptance of such Deliverable within the Acceptance Period. If the City fails to provide written notice of any deficiencies within the Acceptance Period, then AIC will provide the City with an additional notice specifying reasonable additional costs that will be required due to the City's delay in providing the notice.

6.2 Deliverable Acceptance Criteria

Criteria	Details
Project Plan/Written Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. • The Deliverable complies with approved Project formats using the Step-Wise implementation methodology standard where applicable. Microsoft Project will be the standard for the project plan. • The Deliverable is consistent with other Deliverables already approved. • The Deliverable meets the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.)
Technical Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. • The technical design and all Deliverables are in compliance with the Business System Design and pass all related tests in the test plans. • All tools (i.e. AIC's delivered Interfaces and Work Flows) meet the technical design specifications, and work in accordance with the Documentation. • All AIC delivered interfaces load error free (and balance) in the application system.
Training/Workshop Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. • Participant surveys are completed and returned by class/workshop participants and final approval by the City's PM. • A follow-up plan is completed and approved based upon participant feedback.
Installation Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. Completed successful installation test and exit document.
Testing Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. • Acceptance Test and System Tests have been executed per the Test Plan and in compliance with the Business System Design. • Full Scale System Test has been executed per the Full Scale System Test Plan and in compliance with the Business System Design.
Configuration/Design Deliverables	<ul style="list-style-type: none"> • The requirements of the Deliverable are met as stated in the completion criteria of the Deliverables Description table in this section. System configuration is complete per the Business Process Surveys.

Description of Deliverables

No.	Name	Description
1	Detailed Work Plan	<ul style="list-style-type: none"> • Project Plan Version 1 • Tasks • Milestones • Dependencies • Predecessor • Plan Resources Leveled • Resources tied to tasks • Estimated time for each task and resource • Start and end dates for each task
2	Access to online Learning Library	<ul style="list-style-type: none"> • All project team users, defined by the city, are granted access to Lawson Learning Library • Users verify access
3	Project Kickoff. Meeting, Presentation and Agenda	<ul style="list-style-type: none"> • Project Kick-Off Meeting Conducted • Includes Approved Agenda • Review of Methodology • Team Introduction and Project Org. Chart • Roles and Responsibilities • High Level Project Plan Review • High Level Review of other plans (Communication, Risk, Learning, Advanced Utilities) • Creation of SharePoint Project Site
4	Communication Plan	<ul style="list-style-type: none"> • Project Team Meeting Schedules and Participants • List Stakeholders • Communication Matrix (Events, Target Dates, Message, Method of Comm., and Audience)
5	Organization Chart – Project Team Structure	Project Team Organization Chart, listing project roles and team member names.
6	Risk Management Plan, issue tracking and risk log templates based on mutual input	Risk Listing (register) including: <ul style="list-style-type: none"> • A process to evaluate and assign risk level • Responsibility • Planned response (mitigation) • Contingencies • Regular project team review Issues Listing
7	Project Learning Plan	Project Team and End User Training Matrix including: <ul style="list-style-type: none"> • Course offering titles • Course Descriptions • Participants • Locations • Mechanism to deliver training

		<ul style="list-style-type: none"> Dates and times of class offering
8	Core Software Installation	<ul style="list-style-type: none"> Smoke test in the Lawson delivered TRAIN environment Defined number of Test and Train users tested. Defined number of printers tested. Installation Exit Document
9	LBI Software Installation	<ul style="list-style-type: none"> Smoke test in the Lawson delivered TRAIN environment Installation Exit Document
10	LBP Software Installation	<ul style="list-style-type: none"> Smoke test in the Lawson delivered TRAIN environment Installation Exit Document
11	Functional & Technical Core Team Training	<ul style="list-style-type: none"> Training is complete Evaluated by attendees Accepted by City
12	Core Technical Team Training & DBA Training	<ul style="list-style-type: none"> Training is complete Evaluated by attendees Accepted by City
	LBI, Design Studio, and Security Training	<ul style="list-style-type: none"> Training is complete Evaluated by attendees Accepted by City
13	Business Process Survey & Review - Financials	<p>Business Process Survey Report reviewed with, and accepted by, City. Includes:</p> <ul style="list-style-type: none"> Revised Scope Document, Functional Requirements Matrix with solution summary and, configuration decisions. High Level Processes Diagramed in Visio
14	Business Process Survey & Review – Supply Chain	<p>Business Process Survey Report reviewed with, and accepted by, City. Includes:</p> <ul style="list-style-type: none"> Revised Scope Document, Functional Requirements Matrix with solution summary and, configuration decisions. High Level Processes Diagramed in Visio
15	Prototype Workshop facilitation and agenda - Financials	<ul style="list-style-type: none"> Complete Workshop Software Configuration is reviewed System is ready for Acceptance Testing; Requires City acceptance. Initial Design Document
16	Prototype (two(2) prototype iterations)- Financials	<ul style="list-style-type: none"> Configuration changes are reviewed and documented, Design Document is updated. System is ready for System and Full Scale Testing; requires City acceptance. Finalization of the software configuration.
17	Prototype Workshop facilitation and agenda – Supply Chain	<ul style="list-style-type: none"> Complete Workshop Software Configuration is reviewed System is ready for Acceptance Testing; Requires City acceptance.

		<ul style="list-style-type: none"> Initial Design Document
18	Prototype (two (2) prototype iterations)- Supply Chain	<ul style="list-style-type: none"> Configuration changes are reviewed and documented, Design Document is updated. System is ready for System and Full Scale Testing; requires City acceptance. Finalization of the software configuration.
19	Interface workshop – Group 1 interfaces TBD	<ul style="list-style-type: none"> Interface Matrix Complete, includes: Complete inventory of interfaces Source and target systems Direction Responsibility Target completion dates Initial Interface Specification Document
20	Interface workshop – Group 2 interfaces TBD	<ul style="list-style-type: none"> Interface Matrix Complete, includes: Complete inventory of interfaces Source and target systems Direction Responsibility Target completion dates Initial Interface Specification Document
21	Platform Acceptance Test Facilitation and Review	Smoke test in the Lawson delivered environments
22	Acceptance Test Facilitation and documentation - Financials	<ul style="list-style-type: none"> Acceptance Test Plan Test scripts developed during prototyping are complete Test results are documented on test scripts Test results are reviewed by project team Test Scripts are updated Functional Requirements Matrix is updated
23	Acceptance Test Facilitation and documentation - Supply Chain	<ul style="list-style-type: none"> Acceptance Test Plan Test scripts developed during prototyping are complete Test results are documented on test scripts Test results are reviewed by project team Test Scripts are updated Functional Requirements Matrix is updated
24	Install and update production server environment	<ul style="list-style-type: none"> Key users access and key processes are successfully tested in Production environment Production users defined Production printers defined
25	Develop Interfaces for Group 1 - Code program logic to map data from non-Lawson systems to	<ul style="list-style-type: none"> Interfaces are promoted from the Development to Test environment Interface specification document delivered and accepted by City

	Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .	<ul style="list-style-type: none"> • Unit test accepted by City • Interface results are validated, and/or reconciled to legacy system • City accepts Interfaces as ready for System and Full Scale testing
26	Develop Interfaces for Group 2 - Code program logic to map data from non-Lawson systems to Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .	<ul style="list-style-type: none"> • Interfaces are promoted from the Development to Test environment • Interface specification document delivered and accepted by City • Unit test accepted by City • Interface results are validated, and/or reconciled to legacy system • City accepts Interfaces as ready for System and Full Scale testing
27	Facilitate, design and development Workflows – Group 1 – One (1) workflows	<ul style="list-style-type: none"> • Workflows are promoted from the Development to Test environment • Workflow specification document delivered and accepted by City • Unit test accepted by City • Workflow results are validated, and/or reconciled to legacy system • City accepts Workflows as ready for System and Full Scale testing
28	Facilitate, design and development Workflows – Group 2 – Two (2) workflows	<ul style="list-style-type: none"> • Workflows are promoted from the Development to Test environment • Workflow specification document delivered and accepted by City • Unit test accepted by City • Workflow results are validated, and/or reconciled to legacy system • City accepts Workflows as ready for System and Full Scale

29	System Test Facilitation & Review - Financials	<ul style="list-style-type: none"> • System Test Plan • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • System test is complete and accepted by City
30	System Test Facilitation & Review – Supply Chain	<ul style="list-style-type: none"> • System Test Plan • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • System test is complete and accepted by City
31	Full Scale Test Facilitation & Review - Financials	<ul style="list-style-type: none"> • Full Scale Test Plan • All interfaces, modifications, conversions, cut-over activities (when possible), and workflows are included as agreed by City and AIC • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • Full Scale System test is complete and accepted by City
32	Full Scale Test Facilitation & Review – Supply Chain	<ul style="list-style-type: none"> • Full Scale Test Plan • All interfaces, modifications, conversions, cut-over activities (when possible), and workflows are included as agreed by City and AIC • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • Full Scale System test is complete and accepted by City
33	Cutover and Go Live- Financials	<ul style="list-style-type: none"> • Cut-Over Plan and Check List complete and accepted by City, including, but not limited to: file maintenance freeze, dual entry for file maintenance, change management and communication requirements, establishing dates of final transactions in legacy system, establish dates of first transactions in Lawson, detailed plan for migrating transactions and manual processes to Lawson (i.e. open invoices and receivables). Final validation of account balances, and conversions. • Define term of legacy system availability • Go Live Support – resources defined, assigned, and scheduled • Support center, support plan, pc, and telephones • Contingency Plans • Go Live – Two Month End Closings
34	Cutover and Go Live-	<ul style="list-style-type: none"> • Cut-Over Plan and Check List complete and accepted by City,

	Supply Chain	<p>including, but not limited to: file maintenance freeze, dual entry for file maintenance, change management and communication requirements, establishing dates of final transactions in legacy system, establish dates of first transactions in Lawson, detailed plan for migrating transactions and manual processes to Lawson (i.e. open Purchase Orders), and conversions.</p> <ul style="list-style-type: none"> • Define term of legacy system availability • Go Live Support – resources defined, assigned, and scheduled • Support center, support plan, pc, and telephones • Contingency Plans • Go Live – Two Month End Closings
35	Access to HR and Payroll On-Line Learning Library	<ul style="list-style-type: none"> • All project team users, defined by the city, are granted access to Lawson Learning Library • Users verify access
36	Core Team Training HR/Payroll and Budgeting and Planning	<ul style="list-style-type: none"> • Training is complete • Evaluated by attendees • Accepted by City
37	Business Process Survey & Review – Human Resources	<p>Business Process Survey Report reviewed with, and accepted by, City. Includes:</p> <ul style="list-style-type: none"> • Revised Scope Document, Functional Requirements Matrix with solution summary and, configuration decisions. • High Level Processes Diagramed in Visio
38	Business Process Survey & Review – Budgeting & Planning	<p>Business Process Survey Report reviewed with, and accepted by, City. Includes:</p> <ul style="list-style-type: none"> • Revised Scope Document, Functional Requirements Matrix with solution summary and, configuration decisions. • High Level Processes Diagramed in Visio
39	Prototype Workshop facilitation and agenda – Human Resources	<ul style="list-style-type: none"> • Complete Workshop • Software Configuration is reviewed • System is ready for Acceptance Testing; requires City acceptance. • Initial Design Document
40	Prototype (two (2) prototype iterations)- Human Resources	<ul style="list-style-type: none"> • Configuration changes are reviewed and documented, Design Document is updated. • System is ready for System and Full Scale Testing; requires City acceptance. • Finalization of the software configuration.
41	Prototype Workshop facilitation and agenda – Budgeting & Planning	<ul style="list-style-type: none"> • Complete Workshop • Software Configuration is reviewed • System is ready for Acceptance Testing; requires City

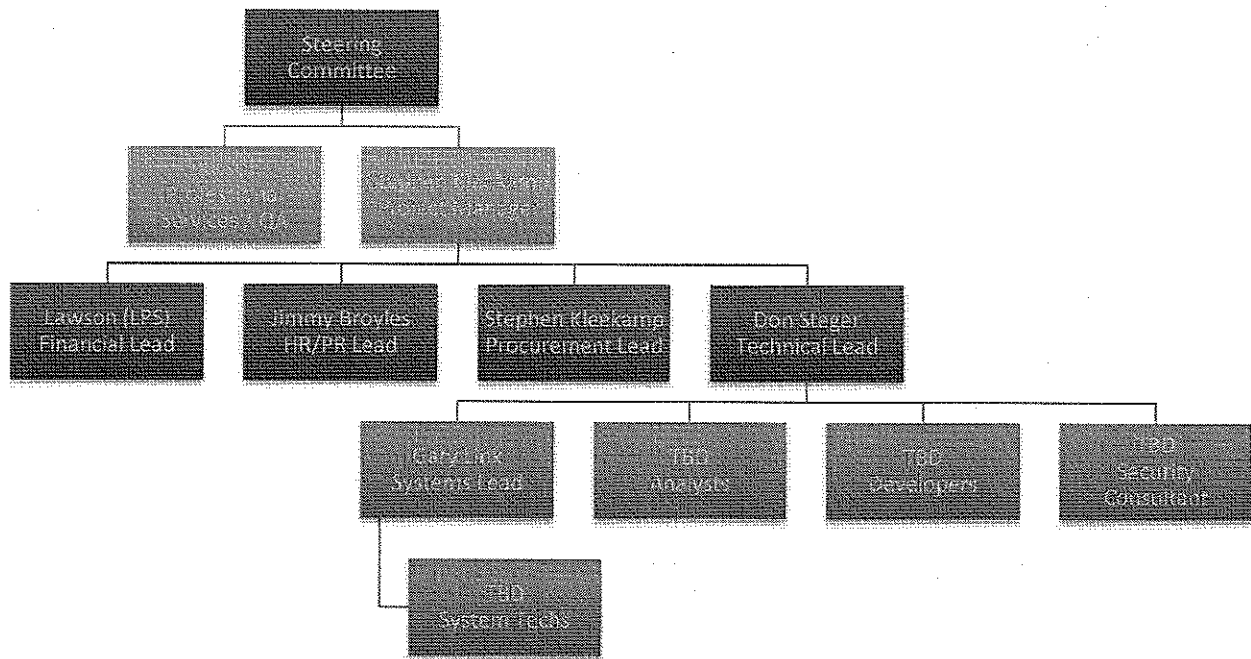
		acceptance. <ul style="list-style-type: none"> • Initial Design Document
42	Interface Workshop for HR/Payroll and Budgeting and Planning.	<ul style="list-style-type: none"> • Interface Matrix Complete, includes: • Complete inventory of interfaces • Source and target systems • Direction • Responsibility • Target completion dates • Initial Interface Specification Document
43	Acceptance Test Facilitation and documentation - Human Resources & Budget and Planning.	<ul style="list-style-type: none"> • Acceptance Test Plan • Test scripts developed during prototyping are complete • Test results are documented on test scripts • Test results are reviewed by project team • Test Scripts are updated • Functional Requirements Matrix is updated
44	Develop Interfaces - Code program logic to map data from non-Lawson systems to Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .	<ul style="list-style-type: none"> • Interfaces are promoted from the Development to Test environment • Interface specification document delivered and accepted by City • Unit test accepted by City • Interface results are validated, and/or reconciled to legacy system • City accepts Interfaces as ready for System and Full Scale testing
45	Facilitate, design and development Workflows – Group 1 – One (1) workflow	<ul style="list-style-type: none"> • Workflows are promoted from the Development to Test environment • Workflow specification document delivered and accepted by City • Unit test accepted by City • Workflow results are validated, and/or reconciled to legacy system • City accepts Workflows as ready for System and Full Scale testing
46	System Test Facilitation & Review – Human Resources	<ul style="list-style-type: none"> • System Test Plan • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • System test is complete and accepted by City
47	System Test Facilitation & Review – Budgeting and	<ul style="list-style-type: none"> • System Test Plan • City Project Team processes scripts and documents results

	Planning	<ul style="list-style-type: none"> • Functional Requirements Matrix is updated verifying all functional requirements are tested • System test is complete and accepted by City
48	Full Scale Test Facilitation & Review – Human Resources	<ul style="list-style-type: none"> • Full Scale Test Plan • All interfaces, modifications, conversions, cut-over activities (when possible), and workflows are included as agreed by City and AIC • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • Full Scale System test is complete and accepted by City
49	Full Scale Test Facilitation & Review – Budgeting and Planning	<ul style="list-style-type: none"> • Full Scale Test Plan • All interfaces, modifications, conversions, cut-over activities (when possible), and workflows are included as agreed by City and AIC • City Project Team processes scripts and documents results • Functional Requirements Matrix is updated verifying all functional requirements are tested • Full Scale System test is complete and accepted by City
50	Cutover and Go Live- Human Resources	<ul style="list-style-type: none"> • Cut-Over Plan and Check List complete and accepted by City, including, but not limited to: file maintenance freeze, dual entry for file maintenance, change management and communication requirements, establishing dates of final transactions in legacy system, establish dates of first transactions in Lawson, detailed plan for migrating transactions and manual processes to Lawson (i.e. open Purchase Orders), and conversions. • Define term of legacy system availability • Go Live Support – resources defined, assigned, and scheduled • Support center, support plan, pc, and telephones • Contingency Plans • Go Live – Two Month End Closings
51	Cutover and Go Live- Budgeting & Planning	<ul style="list-style-type: none"> • Cut-Over Plan and Check List complete and accepted by City, including, but not limited to: file maintenance freeze, dual entry for file maintenance, change management and communication requirements, establishing dates of final transactions in legacy system, establish dates of first transactions in Lawson, detailed plan for migrating transactions and manual processes to Lawson, and conversions. • Define term of legacy system availability • Go Live Support – resources defined, assigned, and

		<ul style="list-style-type: none"> scheduled Support center, support plan, pc, and telephones Contingency Plans Go Live – Two Month End Closings
52	Acceptance of complete solution Go-Live for Financials, Procurement and HR	<ul style="list-style-type: none"> All issues documented on the "Issues List" which are assigned to AIC must be closed, or assigned to another party Implementation team transitions City to Lawson support Project Documents are collected and stored on a City share drive Steering Committee must meet and agree the project is closed

6.3 Project Organization

The following project organization will apply for the duration of the project.



6.4 Project Roles

The project team incorporates the following roles and responsibilities. AIC and the City will provide resources to fulfill the following roles. Refer to Appendix B for a description of each role and associated responsibilities.

City

- Executive Sponsor- City
- Project Manager - City
- System Analyst – City
- Lawson Security Officer - City
- QA Project Manager - City
- Business Owner - Supply Chain - City
- Business Owner - HR/PR
- Business Owner - Finance
- Business Owner IT
- Functional Lead - Payroll
- Functional Lead - Finance
- Functional Lead - Supply Chain
- Functional Lead - HR/PR
- Subject Matter Experts - Supply Chain - City
- Subject Matter Experts - HR - City
- Subject Matter Experts - Payroll
- Subject Matter Experts - Finance
- Subject Matter Experts - LBI
- Subject Matter Experts - LBP
- IT Business Analyst HR/PR - City
- IT Business Analyst SC/Fin - City
- System Administrator Network - City
- Data Base Analyst - City
- End User - Supply Chain
- End User - Finance
- End User - HR
- End User - Payroll
- End User - LBP
- End User - LBI

AIC/Lawson

- Executive Sponsor - AIC
- Project Manager - AIC
- Consultant - HR/PR - AIC/Lawson
- Consultant - Finance - AIC/Lawson
- Consultant - Supply Chain - AIC/Lawson
- Consultant - LBI - AIC/Lawson
- Consultant - Sys Admin - AIC/Lawson
- Consultant - Tech Manager - AIC/Lawson
- Consultant - LBP - AIC/Lawson
- QA Project Manager - Lawson

Project Roles Assumptions:

- Both full and part-time team members assigned to the Project by the City will be thoroughly knowledgeable about the current business practices in their respective areas and capable of performing their appropriate Project roles as described in this SOW.
- The City core project team resources will be assigned to the project in accordance with the requirements outlined above. Any anticipated changes to the core team must be communicated to the steering committee within [five] working days, which will evaluate the impact of any core team replacement on the project's schedule and cost.
- The City's functional leads will participate at a level of 50% or greater through the completion of this Project.
- The City core project team members must be suitably knowledgeable in their area of responsibility and must be regarded by the organization as experts in their field.
- Additionally, it is anticipated that any support from other City personnel and resources will be available to the project team as needed according to the work plan and resource plan (infrastructure, network, desktop support, web-based programming) when required and will not detrimentally impact the project timeline.
- The City and AIC are committed to achieving the scheduled dates for project deliverables published at the start of each phase. The City and AIC recognize the importance of completing project tasks in order to meet the scheduled dates. Actual staffing requirements to complete designated tasks for both parties may vary from estimates. In all cases, the staffing required to complete deliverables defined in the project responsibility matrix as of the agreed upon target dates will take precedence over the staffing estimates. Failure to meet project deadlines that cause a delay to the project will be addressed using the Project Change Control Procedures described in this SOW.
- The City and AIC/Lawson will promptly replace any key City and AIC/Lawson staff or project team members who become unavailable to the project team for any reason, and will include an appropriate transition period where possible. Any delay to the project due to key City/AIC/Lawson staff or City/AIC/Lawson project team turnover will be addressed using the Project Change Control Procedures described in this SOW.
- The City Project Manager and City personnel assigned to the project will be empowered to make decisions for the City, which include, but are not limited to, decisions related to the system design, business processes and configurations and project change order requests. The City Project Manager will identify the level of decision-making authority for each of the City Project Team members. Should escalation of an issue need to be made beyond the City Project Team and the City Project Manager, as soon as reasonably practical but not longer than a five (5) business day turnaround on resolution

will be required, unless otherwise requested and agreed upon by the City and AIC or unless Board approval is required, in which case the decision or change order request will be considered at the next available Board meeting. The City will be financially responsible for the cost of any rework due to the City's delay of any decision or change order request.

- The City will provide appropriate office facilities to all full-time and part-time team members assigned to the core Project team as may be required from time to time. This may include, but is not limited to, office space, work desks, networked computers, Microsoft Office productivity tools, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, and internet and VPN connection and so on in order to facilitate the effectiveness of the Project team.
- AIC personnel will have access to the office facilities at all times as dictated by the City's reasonable security restrictions.
- Key Personnel shall mean the AIC Project Manager and the Consultants. AIC will use commercially reasonable efforts to minimize or eliminate changes to Key Personnel. Except as provided in this Section, the City's prior written approval will be required before AIC makes changes to such Key Personnel. AIC may remove Key Personnel for disciplinary reasons, at AIC's sole discretion. AIC may also remove Key Personnel from the City's project if the services of any Key Personnel become unavailable to AIC for any reason. The City acknowledges that AIC is responsible for the performance of the AIC project team and has the right to make such changes as are necessary to complete its obligations under this SOW.
- The City reserves the right to approve team-members assigned to the project. If any member of the AIC Team is deficient in completing its duties, the City will notify AIC and AIC agrees to replace that person with a person of similar training and experience and will update the new AIC Member on the Project without causing material delays in the Project schedule. Further, AIC will provide a no cost transition period of a maximum of forty (40) hours if AIC removes an AIC Person identified as Key Personnel. If that AIC Person is the AIC Project Manager, then AIC will provide a maximum eighty (80) hour no-cost transition period.

Key Project Management Assumptions:

- The Project steering committee will meet monthly through the Project and upon request within two (2) weeks of notice.
- The Project management team will meet for one (1) hour every week through the Project and at other times upon request.

7. Project Budget

7.1 Pricing

The Services will be charged to the City on a fixed-fee basis, which does not include travel and all reimbursable expenses. Any changes to the Services Fees or terms described in this Section 7 will be subject to the Project Change Control Procedure described in this SOW.

7.2 Services Fees

AIC agrees to provide the City with the Services described in the SOW for a Fixed Fee of \$1,170,286, not inclusive of travel, Other Expenses, or Additional Project Services as defined in this SOW. Any changes to the scope of the SOW are subject to the processes and assumptions described in the SOW.

Fixed Fee Services will be invoiced by AIC based upon the completion of the AIC Deliverables detailed in this SOW and according to the Milestone payment schedule herein. Reasonable travel, living, and other out-of-pocket expenses incurred in providing the Services (collectively, "Other Expenses") will be invoiced by AIC as such Other Expenses are incurred. The estimate for travel for the scope of the Project described in this SOW is \$218,800. Any changes to the Services Fees or terms described in this Section 7 will be subject to the Project Change Control Procedure described in this SOW.

7.3 Payment Milestones

The Parties have designated Payment Milestones under this SOW. Upon acceptance of all Deliverables within a Payment Milestone in accordance with the Acceptance procedure described above, AIC will present the City with an invoice for that Payment Milestone. Work related to multiple Deliverables and Payment Milestones may be occurring simultaneously based upon timeframes defined in the Project plan.

Payments for the Fixed Fee Services will be made in accordance with Milestone Payment schedule in this SOW. AIC will invoice the City for deliverables based Payment Milestones once all deliverables that constitute a payment milestone are completed and accepted by the City. The order of precedence of the payment milestones will be finalized in the agreed upon Project Plan. The order of precedence of the milestones in this SOW has no project impact.

AIC will invoice the City on a Milestone basis, meaning invoices will be sent to the City upon the completion of specified Payment Milestones as per the acceptance procedure specified in this SOW. The Milestones subject to payment are set forth in this SOW. Each invoice will contain an invoice number and indicate the time period and Payment Milestone(s) covered by the invoice. It will also specify the hours associated with that Payment Milestone. Expense Report invoices will be submitted

monthly to the City and are not subject to the Payment Milestones. The City will pay invoiced amounts that are not the subject of a good faith dispute within thirty (30) days of invoice date.

7.4 Milestones, Payment, and Deliverables

The following deliverables and related Payment Milestones are those for which AIC is the responsible party and included in the scope of the Project. These deliverables and Payment Milestones may be amended upon completion of the Detailed Work Plan.

Payment Milestone		Payment	Deliverable	
No.	Name		No.	Name
1	Detailed Work Plan	\$40,000	1	Detailed Work Plan
2	Online Learning Library (1 year subscription)	\$12,000	2	Access to Enterprise Financial Management, Supply Chain Management, and Technical online Learning Library
3	Project Initiation	\$75,000	3	Project Kickoff. Meeting, Presentation and Agenda, Creation of SharePoint Project Site
			4	Communication Plan
			5	Organization Chart – Project Team Structure
			6	Risk Management Plan, issue tracking and risk log templates based on mutual input
			7	Project Learning Plan
4	Core and LBI Software Installation	\$36,000	8	Core Software Installation
			9	LBI Software Installation
5	LBP Software Installation	\$15,000	10	LBP Software Installation
6	Core Team Training*	\$135,076	11	Functional & Technical Core Team Training
			12	Core Technical Team Training & DBA Training LBI, Design Studio, and Security Training
7	Business Process Survey and Review - Financials	\$30,000	13	Business Process Survey & Review - Financials
8	Business Process Survey and	\$20,000	14	Business Process Survey & Review – Supply Chain

Payment Milestone		Payment	Deliverable	
No.	Name		No.	Name
	Review – Supply Chain			
9	Financials Prototyping	\$40,000	15	Prototype Workshop facilitation and agenda - Financials
			16	Prototype (two(2) prototype iterations)-Financials
10	Supply Chain Prototyping	\$30,000	17	Prototype Workshop facilitation and agenda – Supply Chain
			18	Prototype (two (2) prototype iterations)- Supply Chain
11	Define Interface Maps	\$15,000	19	Interface workshop – Group 1 interfaces TBD
12	Define Interface Maps	\$15,000	20	Interface workshop – Group 2 interfaces TBD
13	Platform Acceptance Test	\$12,000	21	Platform Acceptance Test Facilitation and Review
14	Build Test Plans and Facilitate Acceptance Testing	\$12,000	22	Acceptance Test Facilitation and documentation - Financials
			23	Acceptance Test Facilitation and documentation - Supply Chain
15	Build Core Production Servers	\$15,000	24	Install and update production server environment
16	Interface Development – Group 1	\$44,000	25	Develop Interfaces for Group 1 - Code program logic to map data from non-Lawson systems to Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .
17	Interface Development – Group 2	\$40,000	26	Develop Interfaces for Group 2 - Code program logic to map data from non-Lawson systems to Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .

Payment Milestone			Deliverable	
No.	Name	Payment	No.	Name
18	Workflow Design & Development – Group 1	\$25,000	27	Facilitate, design and development Workflows – Group 1 – One (1) workflow
19	Workflow Design & Development – Group 2	\$15,000	28	Facilitate, design and development Workflows – Group 2 – Two (2) workflows
20	System Test - Financials	\$12,000	29	System Test Facilitation & Review - Financials
21	System Test – Supply Chain	\$12,000	30	System Test Facilitation & Review – Supply Chain
22	Full Scale Test - Financials	\$12,000	31	Full Scale Test Facilitation & Review - Financials
23	Full Scale Test – Supply Chain	\$12,000	32	Full Scale Test Facilitation & Review – Supply Chain
24	Go Live- Financials	\$50,000	33	Cutover and Go Live- Financials
25	Go Live- Supply Chain	\$20,000	34	Cutover and Go Live- Supply Chain
26	Online Learning Library (2 year subscription)	\$3,000	35	Access to HR and Payroll online Learning Library
27	Core Team Training*	\$50,625	36	HR and Payroll Team Training, and Lawson Budgeting & Planning Class
28	Business Process Survey and Review – Human Resources	\$20,000	37	Business Process Survey & Review – Human Resources
29	Business Process Survey and Review – Budgeting & Planning	\$15,000	38	Business Process Survey & Review – Budgeting & Planning
30	Human Resources Prototyping	\$20,000	39	Prototype Workshop facilitation and agenda – Human Resources
			40	Prototype (two (2) prototype iterations)- Human Resources
31	Budgeting &	\$15,000	41	Prototype Workshop facilitation and agenda –

Payment Milestone		Deliverable		
No.	Name	Payment	No.	Name
	Planning Prototyping			Budgeting & Planning
32	Define Interfaces Maps – Human Resources and Budgeting and Planning	\$8,000	42	Interface Workshop for HR/Payroll and Budgeting and Planning.
33	Build Test Plans and Facilitate Acceptance Testing	\$12,000	43	Acceptance Test Facilitation and documentation – Human Resources and Payroll & Budget and Planning
34	Interface Development – Human Resources and Budgeting and Planning	\$10,000	44	Develop Interfaces - Code program logic to map data from non-Lawson systems to Lawson API file layouts for inbound Lawson interfaces as identified in this SOW. Interface development will be allocated between City and AIC; program-level assignments will be made once levels of effort have been determined for each interface .
35	Workflow Design & Development – Human Resources	\$10,000	45	Facilitate, design and development Workflows – Group 1 – One (1) workflow
36	System Test – Human Resources	\$12,000	46	System Test Facilitation & Review – Human Resources
37	System Test – Budgeting & Planning	\$10,000	47	System Test Facilitation & Review – Budgeting & Planning
38	Full Scale Test – Human Resources	\$15,000	48	Full Scale Test Facilitation & Review – Human Resources
39	Full Scale Test – Budgeting & Planning	\$12,000	49	Full Scale Test Facilitation & Review – Budgeting & Planning
40	Go Live- Human Resources	\$20,000	50	Cutover and Go Live- Human Resources
41	Go Live- Budgeting & Planning	\$15,000	51	Cutover and Go Live- Budgeting & Planning

Payment Milestone		Deliverable		
No.	Name	Payment	No.	Name
42	Post Go-Live Milestone Payment	\$178,585	52	Acceptance of complete solution Go-Live for Financials, Procurement and HR
Total Payments		\$1,170,286		

*Training – Training credits will be purchased in advance of delivery of training. HR and Payroll training credits will be purchased at a later date.

Key Assumptions:

- The budget assumptions are based on the resource commitments defined in this SOW.
- Implementation approach changes and additional work not described in this SOW will be managed via the Project Change Control Procedure.
- Acceptance for deliverables within a Payment Milestone constitutes acceptance and authorization for payment of that milestone. AIC will present the City with an invoice for a Payment Milestone upon acceptance of the final AIC deliverable related to that Payment Milestone. Acceptance of the final AIC deliverable within a Payment Milestone will authorize AIC to bill for all deliverables in that Payment Milestone.

7.5 Additional Project Services

AIC and the City agree that in addition to above Fees, the city has created a contingency fund that it believes adequate. AIC has suggested to the city that best practices indicate a contingency of 20% is required.

These funds are to address items that are currently unknown to both parties that will be required to complete the implementation. These items can be additional hours in excess of those identified for particular activities. In the event such items arise, the AIC Project Manager will have the authority to seek authorization from the City Project Manager to use the Additional Project Service funds to pay for these items. Any use of these funds will be subject to joint agreement and official sign off by both project managers and execution of a Change Order. Billing for Additional Project Services will be performed outside of the milestone payment schedule in this section. The City will be charged only for funds officially agreed upon and used during the project.

Additional Project Services will be managed through the Change Order Process.

Out of scope items will be added via a Project Change Request and approved by the City prior to work beginning. Additional Project Services rates will apply to out-of-scope services.

8. Risk Identification

The following risks have been identified during the sales engagement.

Description of Risk	Likely Impact on project	Actions
Availability of knowledge & resources	Project delays	TBD
Training	Project delays, knowledge transfer and schedule	TBD

9. Quality Strategy and Plan

The Project Quality Management Plan provides a structured mechanism for the monitoring project quality through:

- Establishing clear quality objectives for the Project
- Establishing formal quality audits in the Project
- Establishing formal communication and feedback mechanisms for quality improvement
- Encouraging all Project members to focus on quality and quality improvement.

AIC will conduct project quality reviews at critical stages of the project. The approved project plan will specify the timing of these reviews.

10. Commercial Terms

Any delays or changes caused by the City, the City's employees, equipment, contractors or vendors may require an extension in the estimated Project schedule and/or may cause an increase in the estimated service hours or estimated fees described in this SOW, including without limitation delays or changes due to the following: (a) a material change to or deficiency in the information which the City has supplied to AIC; (b) a failure by the City and/or vendors to perform any of their respective responsibilities under this Agreement, including, without limitation, the supply to AIC of adequate resources and information; (c) an unanticipated event that materially changes the service needs or requirements of the City; (d) circumstances beyond the reasonable control of either AIC or the City, acts of God or other Force Majeure Event (as defined herein); or (e) a change in law.

The City may elect to reschedule or cancel scheduled Services, but if the City provides AIC fewer than 10 business days advance written notice of rescheduling or cancellation, the City will pay AIC the Services Fees for each business day at the additional services rate that AIC did not receive 10 business days advance notice, provided, however, that the City shall not pay such Services Fees when failing to give at least 10 business days advance notice when such failure is attributable to Acts of God, City emergencies, or employee illness. If the City elects to reschedule or cancel any on-site services, AIC may invoice the City for any expenses that cannot reasonably be avoided by AIC (e.g., penalties for changing airline or hotel commitments).

If the City is not ready to go live upon completion of the Services described in this SOW, additional Services and Training may be required ("Additional Work"). Any Additional Work and associated costs required for this purpose are not included in this SOW and would be managed through the Project Change Control Procedure.

11. General Project Assumptions

The following assumptions have been identified for this SOW. Should any of these assumptions prove to be incorrect or incomplete then AIC may modify the price, scope of work or if applicable, milestones. Any such modifications will be managed by the Project Change Management Procedure set forth in this SOW.

- The City will make its site ready prior to the date scheduled for AIC to perform the services described in this SOW. Costs associated with client's failure to make the City's site ready (as determined by AIC) or meet any of the other assumptions or responsibilities specified in this SOW will be billed to the client at AIC's then-current time and materials rates plus related expenses. Any additional costs incurred by the City as a result of delays will be the sole responsibility of the City.
- The City will designate a knowledgeable contact for all communication relative to this project and to participate in project meetings.
- City resources will participate at a level of 50% or greater through the completion of this Project.
- The City will provide operational Internet access, as required by this project (pre-installed and tested).
- The City will ensure that all hardware required is present and that all software required is available and properly licensed.
- The City along with AIC / Lawson's support will schedule and manage all approved 3rd party responsibilities, inclusive of timekeeping and check printing. All third party work will be completed in a timely manner so as to not impede overall project timeline and schedule or ability to provide services.
- The City will perform a full backup of the data, applications and configurations affected by the provision of services defined in this SOW.
- The discovery of additional or substantially altered requirements will initiate the Project Change Management Process outlined above.
- AIC will have a lead-time of up to 30 days from acceptance of this SOW in order to begin services or place an order for hardware (if applicable).
- AIC will require a schedule extension of up to 30 days for any personnel change requests made by client.
- AIC is not accountable or responsible for any software failure, missing system functionality within the standard Lawson application software, or correcting any such errors. Any defects in the application

software discovered by AIC during the modification process will be turned over to Lawson for correction. Delays in receiving these corrections could impact the project schedule.

- Work will be performed in a contiguous fashion – typically in the same calendar workweek. Work will progress week after week until the project is complete.
- AIC will provide a Share Point collaboration site for use on the project. The site will provide the ability to share documents and project status across the entire implementation team. This Share Point will be the master repository for all project documents.
- The City will be current on all applicable Lawson Software Maintenance offerings throughout the duration of the project.
- The City has licensed the Lawson and/or Third Party tools required to perform the development activities.
- Code promotion and deployment between environments/product lines is the responsibility of the City's system administrators and must be performed in a timely manner as agreed to during project planning.
- Performance (volume) testing of development deliverables is the City's responsibility.
- The City's project team is responsible for the development of all end user related manuals, documentation, and training for all development deliverables.
- The City's Project team has technical knowledge of the existing legacy systems. Any support needed from other company personnel will be available to the Project team in a manner that will not detrimentally impact the Project timeline.

12. Project Change Control Procedure

Changes to the project scope will be negotiated separately through a project change management process. In the event either party desires to change this project, the following procedures will apply:

- The party requesting the change will deliver a “Project Change Request” to the other party. The Project Change Request 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 the Deliverables, Project fees and charges and / or the schedule.
- A Project Change Request may be initiated either by AIC or by client for any changes to the Statement of Work. The Project Manager of the requesting party will review the proposed change with his / her counterpart. The parties will evaluate the Project Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Project Change Request. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Project Change Request, said Project Change Request will be incorporated into, and made a part of, this Statement of Work as an addendum, with a separate milestone payment schedule.
- No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Project Change Request and those set forth in the original Statement of Work, or previous fully executed Project Change Request, the terms and conditions of the most recent fully executed Project Change Request will prevail.

Additional Project Services and Rates

For 18 months after the Effective Date of November 29, 2010 AIC will be available to provide the City with additional Project Services on a time and materials basis at the Service Fee Rates listed below:

Additional Project Services	Hourly Service Fee Rate
Project Management	\$170
Business Consulting	\$170
LPS Functional Consultant	\$210
Lawson QA Consultant	\$250
System Consulting	\$215

Additional Project Services	Hourly Service Fee Rate
Technical Consulting	\$190
Remote Programming	\$150
Lawson Learning Technical (Public Class)	\$900 /person /day
Lawson Learning Functional (Public Class)	\$750 /person /day
Lawson on-site Private Training	\$3,750 / day

13. Closing Procedure

The Project described in this SOW will be closed upon completion of the earlier of (1) the first Steering Committee meeting after the go-live date, which will be held within 60 business days of the go-live date, or (2) 40 business days after the go-live date (the "Closing Date") assuming the following conditions are met:

- All issues are documented on the Project Issues List.
- All issues assigned to AIC resources are closed.

If the steering committee does not meet within 60 business days of the go-live date, the project is deemed to be closed, unless both parties agree in writing to extend the Closing Date.

14. Appendix A: List of Standard Reports



Lawson Standard
Report Listing_Version

15. Appendix B: Roles/Responsibilities Descriptions

15.1 City Roles and Responsibilities

Client Project Decision Team

Establishes policies and procedures, develops Project management guidelines, and monitors Project progress.

Executive Steering Committee

Participates in setting the goals and scope of the Project and participates in periodic status meetings with the Project team.

Executive Sponsor

Monitors and communicates Project performance and issue resolution. The Project Sponsor serves as a liaison between the Project decision team and Project manager.

Project Manager

Has appropriate decision-making authority and will be responsible for coordinating and assigning tasks, measuring Project performance & progress, identifying and allocating resources, coordinating issue resolution and maintaining overall responsibility for completion of the City assigned tasks

QA Project Manager

Provide general oversight and guidance of project, with special focus on change management.

Business Owner

Has appropriate decision-making authority; approves all design and process decisions; approves deliverables; resolves issues; provides and directs solutions toward goals; directs functional team members.

Subject Matter Expert

Completes all tasks assigned, including data validation; assists in developing test scenarios; participates in any or all test phases; assists in the development of procedures.

Functional Leads

Provides and directs solutions toward goals; coordinates tasks for areas of expertise; performs Project tasks; communicates and resolves issues; helps develop procedures; recommends policy changes and additions; develops conference room pilot scripts; and approves AIC approach for each area.

Business Analyst

Reviews or provides solutions toward goals; helps develop procedures; recommends policy changes and additions; communicates and resolves issues; reviews AIC approach for each area; assist in development of conversion and interface programs; assists in data validation; assists in personalizing the system to meet specific need identified by the city.

Technical Experts

Contributes technical expertise in areas such as: system administration, database administration, web administration, printer administration, software patches, conversion extract programming and a clear understanding of Lawson to non-Lawson interfaces.

ITS Work Team

Completes all tasks relating to hardware, software installation, programming and overall technical and system related issues. Members of the ITS Work Team:

Client Lawson System Administrator

Demonstrates proven expertise working with the operating system (OS). In general, the Lawson System Administrator designated by the City is responsible for the following:

- Implements the Lawson Environment
- Adds and maintains users in Lawson
- Adds and maintains printer in Lawson
- Maintains system resources in Lawson
- Supports Lawson users on a day-to-day basis
- Schedules Lawson batch jobs
- Installs operating system and upgrades
- Installs non-Lawson software
- Establishes permissions
- Adds system software updates

The Lawson System Administrator may also act as the City's Security Officer.

Data Base Analyst (Lawson Database Administrator/Database Administrator)

AIC and Lawson recommend that the City have an onsite database administrator (DBA) to maintain and upgrade the relational database associated with Lawson. This person may also be the Lawson Database Administrator. The Lawson Database Administrator must be familiar with Lawson database utilities. This role requires detailed knowledge of the forms used in the environment and in each Lawson application system for which security is to be implemented, web server security knowledge (i.e. Apache, IIS, etc), and hardware operating system security knowledge (i.e. Unix or Windows). This individual:

- Coordinates and modifies database files
- Reorganizes product lines

Lawson Security Officer

The Lawson Security Officer should work closely with application experts to decide the kinds of access users should have to various components of Lawson. The Lawson Security Officer may also be the Lawson System Administrator.

System Analysts

Demonstrates skills and understanding in:

- Lawson architecture, standards, and development processes
- Database design concepts
- How to debug programs
- Program design performance considerations
- Methods for encapsulating external logic (such as APIs, for example)
- Business logic for applications

End Users

End users provide support to Work Team members, review implementation design material, and assist with system testing.

15.2 AIC/Lawson Roles and Responsibilities

Executive Sponsor

Responsible for regular communication to the City senior executives on Project status, issues, successes, and coordinates risk and change management of the Project. This is an oversight role and is not considered a full time position. The Executive Sponsor will:

- Provide strategic direction
- Attend Project Decision Team and Planning meetings
- Monitor the progress of work associated with the Project
- Help resolve Project issues with AIC and the City Project Managers

- Work with the City in the escalation process, as required
- Help maintain the overall relationship between the City and AIC

Project Manager

Works directly with the City Project Manager to plan, execute, and monitor the Project. The Project Manager develops the Project plan with assistance from the City. The plan will encompass the Project tasks that need to be accomplished and the sequence in which they should occur (the “Project Plan”).

The Project Manager will:

- Schedule the Project’s consulting and training activities
- Provide regular status reports to the City
- Develop jointly with the City Project Manager, the initial implementation plan
- Support team understanding of objectives and methodology
- Provide strategy recommendations for conversions and interfaces
- Assign and manage AIC consulting resources
- Serve as the escalation contact at AIC
- Attend and participate in Project status meetings
- Report on issues and concerns affecting the Project
- Identify and help resolve issues
- Identify and allocate appropriate resources

Consultants - Application

Possess a concentrated knowledge base in a suite of application products and use this knowledge to assist the City during the Project. Their core competencies include a business background in the applications being implemented and experience training on Lawson products. Business Consultants:

- Identify and recommend system setup alternatives and advantages using best practices
- Assist the City in adding parameters to the system per the recommended system design
- Recommend business procedures to increase the efficiency of the application and functional use of the product
- Recommend cycle processing for job stream setup
- Identify Conference Room Pilot scenarios and setup for execution of the pilot
- Recommend conversion methodologies, assist in data mapping and conversion verification
- Provide production support upon going live

Consultants - Sys Admin

Address specific information system needs related to Lawson system administration. System Consultants:

- Install software – Lawson delivered Products, Relational Data Base if contracted by the City, and Internet Products
- Assist in the migration between databases

- Consult on web service centers
- Provide Internet Product consulting services
- Provide Security consulting services
- Provide system administration knowledge

Consultants - Technical

Design, develop, and test required modifications, interfaces, and reports in the scope of this Project.

Technical Consultants:

- Provide development tools consulting services
- Recommend data access techniques

15.3 Definition of Participation Levels

Note: Throughout this section, AIC uses the following terms to define the supporting participation level of the resources involved:

- Advise - Attend meetings/calls/or respond via e-mail to offer advice based on experience or expertise
- Assist - Provide limited support to needed to complete a task owned by another party
- Participate - Work on a task owned by another party alongside the other party's staff
- Lead - The party responsible for the moving the task forward and providing direction to other resources involved. Accountable for the schedule and the deliverable associated with the task.
- Primary – The primary individual or party responsible for leading an activity or task to completion
- Support – Provide support as defined in the project plan to any assigned to task or activity
- Review – Confirm the accuracy of detail and requirements for any task and activities that have been assigned
- Approve – Provide acceptance and authorization of an item as complete or requirements for a task or activity has been completed as stated in this SOW.

16. Appendix C: Functional Worksheet

Attached below for reference is the functional worksheet that was included in Lawson Software's February 8, 2010 proposal to the City of Lee's Summit, in response to RFP #10-013, "ERP Systems and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting and Training."



Worksheet.xlsm

17. Appendix D: Approved Change Orders

Any duly executed Change Order(s) will be attached to this SOW as Appendix D.

18. Appendix E: Glossary of Terms

Acceptance Test – Testing of prototype design

System Test – Testing of design, conversions, interfaces, personalizations (modifications), as available

Full Scale Test – Testing of design, and all conversions, interfaces, personalizations.